

# Terms & Conditions of Sale

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In these Terms and Conditions of Sale, "Seller" means Anyload LLC for sales in the United States and Anyload Weigh & Measure Inc. for sales in Canada; "Buyer" means the person, firm, company, or corporation by whom the order is given.

**Note:** These Terms and Conditions apply solely to products sold by the Seller entities specified above. Products sold by any other entities or affiliates of Seller are subject to the terms and conditions provided at the point of sale by those specific entities or affiliates. These Terms and Conditions do not apply to any products sold by entities outside the United States and Canada.

## 1. Orders:

All orders placed by Buyer are subject to acceptance by Seller. Orders may not be canceled or rescheduled without Seller's written consent. All orders must identify the products, unit quantities, part numbers, applicable prices, and requested delivery dates of the products being purchased. Advance deposit payment upon order may be required under special circumstances. Seller reserves the right to allocate available inventory among its customers at its discretion.

## 2. Prices and taxes:

The prices of the products are those specified on the front of the invoice. Seller reserves the right to adjust the current price list from time to time without prior written notification to Buyer due to the volatile nature of raw materials and specific market conditions. The price is exclusive of any tax or duty relating to manufacture, transport, export, import, sale, or delivery of the goods.

- **US Sales:** Taxes, including sales tax, will be applied according to applicable state laws.
- **Canadian Sales:** Taxes, including GST/HST, PST, or any other applicable taxes, will be applied according to Canadian law.

Price quotations shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

## 3. Terms of Payment:

Payment may be made by check, money order, credit card, PayPal, or wire transfer (all fees are borne by the Buyer). Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from the date of invoice, without offset or deduction unless

otherwise noted. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. Seller reserves the right to charge interest at the maximum rate permitted by law on overdue amounts. Buyer shall reimburse Seller for all costs of collection, including reasonable attorney's fees.

## 4. Delivery and Title:

All deliveries will be made "EX WORKS" (Incoterms 2020) place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Seller's delivery dates are estimates only, and Seller is not liable for delays in delivery or failure to perform due to causes beyond the reasonable control of Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries. Buyer is responsible for any storage or freight charges resulting from Buyer's failure to accept delivery.

## 5. Limitation of Liabilities:

Buyer shall not be entitled to, and Seller shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption costs, loss of data, removal or reinstallation costs, injury to reputation or loss of buyers, punitive damages, infringement, loss of contracts or orders, or any indirect, special, incidental, or consequential damages of any nature. Buyer's recovery from Seller for any claim shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim, whether in contract, tort, warranty, or otherwise. Buyer will indemnify, defend, and hold Seller harmless from any claims based on (a) Seller's compliance with Buyer's designs, specifications, or instructions, (b) modification of any products by anyone other than Seller, or (c) use in combination with other products.

## 6. Use of Products:

Unless otherwise noted, products sold by Seller are not designed, intended, or authorized for use in life support, life-sustaining, nuclear, or other applications in which the failure of such products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Buyer uses or sells the products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend, and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses, and liabilities arising out of or in connection with such use or sale.

## 7. Warranty, Exchanges, and Returns

All products sold by Seller are subject to the warranty, exchange, and return policies as outlined in Seller's official Warranty Policy and Return/Exchange Policy.

**(a) Warranty:** The warranty for each product is governed by the terms specified in Seller's Warranty Policy. Buyers are advised to review the Warranty Policy carefully to understand the coverage, duration, and conditions that apply. Any warranty claims must be processed in accordance with the procedures outlined in the Warranty Policy.

**(b) Exchanges:** Exchange requests are subject to the conditions and procedures detailed in Seller's Return/Exchange Policy. Products eligible for exchange must meet the criteria specified in the policy and must be returned in compliance with the required procedures.

**(c) Returns:** Returns are handled in accordance with Seller's Return/Exchange Policy. Buyers seeking to return products must do so within the timeframe and under the conditions specified in the policy. Returned products must be in their original, unused condition, and packaged as required by the Return/Exchange Policy.

For detailed information on warranty coverage, exchange eligibility, and return procedures, please refer to the full Warranty Policy and Return/Exchange Policy available on Seller's website or upon request from Seller's Customer Service.

**Note:** The terms outlined in the Warranty Policy and Return/Exchange Policy are incorporated by reference into these Terms and Conditions of Sale, and by purchasing from Seller, Buyer agrees to abide by these policies.

## 8. Force Majeure:

Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation, customs inspection, or inability to obtain labor, materials, or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

## 9. Governing Law and Jurisdiction

The governing law and jurisdiction for any disputes arising from this agreement shall be determined by the location of the Seller's subsidiary that sold the product:

- **US Sales:** The laws of the State of New Jersey will exclusively govern any dispute between Seller and Buyer. The parties agree that any legal action or proceeding with respect to this agreement shall be brought exclusively in the federal or state courts located in New Jersey, and both parties consent to the jurisdiction of such courts.
- **Canadian Sales:** The laws of the Province of British Columbia will exclusively govern any dispute between Seller and Buyer. The parties agree that any legal action or proceeding with respect to this agreement shall be brought exclusively in the provincial courts located in British Columbia, and both parties consent to the jurisdiction of such courts.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these Terms and Conditions.

## 10. Intellectual Property Rights

All intellectual property rights in the products, including but not limited to patents, trademarks, trade secrets, and copyrights, are and shall remain the property of the Seller or its licensors. Buyer shall not have any rights to any such intellectual property except as expressly provided in these Terms and Conditions or other written agreements between the parties. Any unauthorized use of the Seller's intellectual property is strictly prohibited.

## 11. Export Control

**a)** Buyer agrees not to export, re-export, or transfer, directly or indirectly, any products purchased from Seller, or any related technical data, in violation of any applicable laws, regulations, or governmental orders, including, but not limited to, the U.S. Export Administration Regulations (EAR), Canadian export control laws (ECL), and other relevant national or international export control regulations and embargoes. It is Buyer's responsibility to ensure compliance with all applicable export control laws and to obtain any necessary licenses or authorizations before exporting, re-exporting, or transferring Seller's products.

**b)** Buyer confirms that it is knowledgeable about and adheres to the relevant national and international export control regulations, including those administered by the U.S. Department of Commerce, U.S. Department of Treasury (OFAC), and other regulatory bodies overseeing export compliance.

Buyer further agrees to comply with all applicable Canadian export control regulations.

**c)** Seller reserves the right to request, at any time, additional documentation or information from Buyer to verify compliance with export control laws and regulations. Buyer agrees to promptly provide such information as requested, and acknowledges that Seller may, at its discretion, delay or withhold fulfillment of orders until compliance is confirmed.

**d)** If Buyer is required to obtain an export license or other authorization from the appropriate authorities under any applicable export control regulations, Buyer shall be solely responsible for applying for and securing such licenses or authorizations and shall bear all associated costs. Seller assumes no liability for Buyer's failure to secure necessary export approvals.

**e)** The warranties provided by Seller are exclusive and replace all other express and implied warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Seller will not be liable for any incidental, consequential, or punitive damages resulting from Buyer's failure to comply with export control regulations. In the event of non-compliance, Buyer's sole and exclusive remedy shall be limited to the repair or replacement (at Seller's discretion) of the affected products.

## 12. Confidentiality

Any non-public, confidential, or proprietary information of Seller, including but not limited to pricing, product specifications, and other business information disclosed to Buyer in connection with the purchase of products, shall be kept confidential and shall not be disclosed or used for any purpose other than the fulfillment of the order without the prior written consent of Seller.

## 13. Privacy Policy

We take your privacy seriously. By placing an order or providing information through our website, email, phone, or in person, you consent to the collection, use, and disclosure of your personal information as outlined in our Privacy Policy.

Our Privacy Policy details how we handle your data across all communication channels and is available on our website [[www.anyload.com](http://www.anyload.com)]. Please review it to understand our practices. By continuing to interact with Seller's services, Buyer consents to the practices described in the Privacy Policy.

## 14. Severability

If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severed from the agreement, and the remaining provisions shall continue in full force and effect.

## 15. Waiver

The failure of Seller to enforce any right or provision of these Terms and Conditions shall not be deemed a waiver of such right or provision unless acknowledged and agreed to by Seller in writing. The waiver by Seller of any breach of these Terms and Conditions by Buyer shall not operate or be construed as a waiver of any subsequent breach.

## 16. Modification to Terms and Conditions

Seller reserves the right to modify these Terms and Conditions at any time. Any such modifications will be effective immediately upon posting the revised Terms and Conditions on Seller's website or upon notification to the Buyer by other means. It is the Buyer's responsibility to review the Terms and Conditions periodically to ensure they are aware of any changes. Continued use of Seller's products and services after any such modifications will constitute Buyer's acceptance of the revised Terms and Conditions.

## 17. Disclaimer of Other Warranties

This warranty is exclusive and in lieu of all other warranties, expressed or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. Seller expressly disclaims and excludes all other warranties, obligations, liabilities, or remedies, whether expressed or implied, arising by law or otherwise, with respect to any nonconformance or defect in products or services, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or any warranties arising from course of dealing or usage of trade.

## 18. Entire Agreement

These Terms and Conditions, together with any other documents expressly incorporated by reference, constitute the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral, regarding the subject matter hereof.

*Terms & Conditions last updated: 27 August 2024*