

SERVICE AGREEMENT TERMS AND CONDITIONS

Fairbanks Scales Inc., 821 Locust, Kansas City Missouri 64108 (the "Seller") agrees to provide the Customer (the "Customer") Service coverage for the products listed on the front of this document in accordance with the terms and conditions set forth below.

1. Term of Agreement

- (a.) The term of this Service Agreement as selected by the Customer is noted on the front of this Agreement. The Agreement begins on the commencement date stated and will continue for the coverage period selected by the Customer.
- (b.) Upon commencement of the term, the Seller's obligation to the Customer under any prior agreement for the equipment, listed will cease and neither the customer nor the Seller will have any further obligation to the other in connection with the prior agreements, except for payment by the Customer for charges incurred thereunder.
- (c.) This Agreement shall automatically renew for consecutive twelve (12) month periods, unless thirty (30) days prior written notice is provided to the other party. All pricing is subject to change without notice.
- (d.) The Agreement may be terminated, subject to Paragraph (c) above, by either party at the end of the initial term, or at any time thereafter, upon sixty (60) days prior written notice to the other party.

2. If Customer selects inspection, test and calibration service, the Seller agrees to:

- (a.) Inspect and test the Customer's scale for accuracy.
- (b.) Make necessary field adjustments to maintain the scale within applicable maintenance % tolerance. If repairs are required to maintain the scale within applicable maintenance % tolerance, extra charges may apply.
- (c.) Furnish sufficient test weights to conduct a proper test, in accordance with applicable regulations
- (d.) Furnish a complete written report of the condition and accuracy of each scale.
- (e.) Instruct the Customer's employees of the proper operation and maintenance procedures.
- (f.) Provide service by a factory trained and fully equipped Fairbanks Service Technician.

3. Period of Service Availability and Movement of Equipment

- (a.) The Agreement price entitles the Customer to Service during the period of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding those holidays observed by the Seller. Additional charges may be applicable for Service performed outside the standard service period.
- (b.) Additional charges may be applicable if the equipment shown in this Agreement is moved to a new facility.

4. No Warranty and Limitation of Liability

- (a.) THERE IS NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNDER OR IN RESPECT OF THIS AGREEMENT OR THE SERVICES INCLUDED. THE OBLIGATIONS OF THE SELLER ARE ONLY THOSE SET FORTH IN THIS AGREEMENT.
- (b.) In no event shall the Seller, its officers, employees, agents or distributors be liable for, and the Customer waives and releases any claims against the Seller for, any special, indirect, collateral or consequential damages, including, but not limited to, lost revenue, lost profits or any other damages resulting from performance or failure to perform under this Agreement, inoperability of the equipment for any reason, or the equipment being out of balance.
- (c.) The Seller will not be responsible for loss of use of the equipment, or for any other liabilities arising from alterations additions, adjustments, or repairs, which are made to the equipment by anyone other than the authorized representatives of the Seller.
- (d.) The remedies of the Customer, as set forth herein are exclusive.

5. Tax

~~The Customer agrees to pay the Seller the amount which the Seller is required to pay on account of any excise, use, sales, or other taxes or charges which may be established or levied by any governmental authority upon the goods and services provided by the Seller under this Agreement.~~

6. Payment

Payment shall be net thirty (30) days from the date of the invoice.(pricing subject to change without notice)

7. Governing Law

This Agreement shall be interpreted, governed by, prior construed in accordance with, the laws of the State of ~~Missouri~~ **Texas** (other than its rules of conflicts of laws).

PA.
 JCF
 DC

PA.
 JCF
 DC

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Fairbanks Scales
 Dallas, TX United States

Certificate Number:
 2016-128433

Date Filed:
 10/25/2016

Date Acknowledged:
 11-14-16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Wise County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Quote # 7444-674 & 7444-675
 Truck Scale Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fairbanks Scales	Dallas, TX United States	X	

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

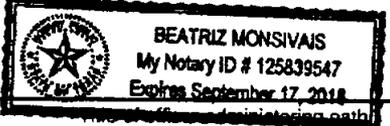
Phillip Foster
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Phillip Foster, this the 27 day of October, 20 16, to certify which, witness my hand and seal of office.

Beatriz Monsivais
 Signature of officer administering oath

Beatriz Monsivais
 Printed name of officer administering oath



public Notary