

METTLER TOLEDO

POWERCELL® PDX® Truck & Railroad Scale & POWERCELL® GDD® Truck Scale Warranty

THIS WARRANTY APPLIES TO THE TRUCK AND RAILROAD SCALES MANUFACTURED BY METTLER TOLEDO AND EQUIPPED WITH POWERCELL® PDX® (SLC 820) OR POWERCELL® GDD® (SLC 720) LOAD CELLS. EXCEPT WHERE METTLER TOLEDO'S STANDARD WARRANTY FOR SALES AND SERVICES APPLIES TO THE ABOVE REFERENCED PRODUCTS, WHICH CAN BE FOUND AT WWW.MT.COM/TERMS, METTLER TOLEDO DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF EQUIPMENT OR A SUBSEQUENT LICENSEE OF SOFTWARE ONLY WITH METTLER TOLEDO'S PRIOR WRITTEN CONSENT. IN ADDITION, THE FOLLOWING CONSTITUTES BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY METTLER TOLEDO OF THIS WARRANTY.

- 1) **POWERCELL® PDX® WARRANTY PERIOD.** Under normal use, POWERCELL PDX load cells system or kit and load cell cables will be free from defects in workmanship and materials for ten (10) years from the date of original installation or one hundred and twenty-two (122) months from the date of shipment to the Buyer, whichever occurs first (the "PDX Warranty Period").
- 2) **POWERCELL® GDD® WARRANTY PERIOD.** Under normal use, POWERCELL GDD load cells system or kit and load cell cables will be free from defects in workmanship and materials for five (5) years from the date of original installation or five (5) years and two (2) months from the date of shipment to Buyer, whichever occurs first ("GDD Warranty Period"). After the GDD Warranty Period has expired, and for a period up to ten (10) years from the date of original installation of the GDD load cells system or kit and load cell cables or ten (10) years and two (2) months from the date of shipment to Buyer, whichever occur first, a one hundred percent (100%) discount shall apply to Buyer's purchase of all replacement parts when METTLER TOLEDO, in its sole discretion, determines that replacements parts are necessary to correct any defects ("Limited GDD Warranty Discount"). The foregoing Limited GDD Warranty Discount only applies to replacement parts, and does not include the cost of labor, services, and any other associated costs.
- 3) **WEIGHBRIDGE WARRANTY PERIOD.** Truck scale and railroad scale weighbridges manufactured by METTLER TOLEDO will be free from defects in workmanship and materials for ten (10) years from the date of original installation or one hundred and twenty-two (122) months from the date of shipment to Buyer, whichever occurs first. Weighbridges that were not manufactured by METTLER TOLEDO are not covered by this warranty.
- 4) **METTLER TOLEDO DIGITAL TERMINAL WARRANTY PERIOD.** METTLER TOLEDO digital terminals that are supplied with and are connected to a POWERCELL PDX OR GDD load cell system will be free from defects in workmanship or materials for five (5) years from the date of original installation or five (5) years and two (2) months from the date of shipment to Buyer, whichever occurs first.
- 5) **DEFECTS DURING WARRANTY PERIOD.** Buyer must promptly notify METTLER TOLEDO of any defect during the applicable warranty period, and METTLER TOLEDO will, at its option, either: (i) repair the defect and provide labor, travel time, and mileage from the closest authorized service location during METTLER TOLEDO normal work periods at no cost to Buyer, or (ii) provide replacement parts. Recalibration of the vehicle scale, if required, after warranty repairs are made, is included. Recalibration of the rail scale is included, when necessary, after warranty repairs are made, but recertification of the scale is not included.
- 6) **LIGHTNING STRIKE COVERAGE.** Lightning strikes are covered for the applicable warranty period of this Warranty under our StrikeShield Lightning Protection. Should any lightning damage occur to METTLER TOLEDO supplied electronic scale parts and terminals during the applicable warranty period, METTLER TOLEDO will furnish necessary replacement parts, labor and travel time, and mileage from the closest service location. Recalibration of the scale, when necessary, after warranty repairs are

made, is included. Ground wiring must be completed to installation specifications in order for the Warranty to be valid. METTLER TOLEDO supplied digital terminals supplied with purchase of and connected to a POWERCELL PDX OR POWERCELL GDD truck scale or railroad scale and properly connected to StrikeShield Lightning Protection are additionally covered in years six through ten (6 -10) from the date of original installation solely for failure due to a lightning strike (power surge).

- 7) **GENERAL WARRANTY CONDITIONS.** This Warranty is further subject to the following general conditions: (i) This Warranty applies only where the truck scale and railroad scale and its components are installed to METTLER TOLEDO specifications by an authorized METTLER TOLEDO technician. (ii) This warranty shall terminate if Buyer fails to maintain a service agreement from METTLER TOLEDO Service for VehicleCare POWERCELL Bundle or an authorized METTLER TOLEDO Service Provider for semi-annual preventive maintenance, calibration and inspection services during the applicable warranty period. (iii) Work provided under the foregoing warranties during other than normal METTLER TOLEDO work periods is subject to charges for premium time. (iv) Printers, Scoreboards, non-METTLER TOLEDO Indicators, or any other peripheral equipment, as well as any damage done to METTLER TOLEDO equipment as a result of these peripherals, are not covered by this Warranty. Terminal damage as a result of the serial COM port failure due to a peripheral will not be covered. Warranty terms for printers, scoreboards, non-METTLER TOLEDO equipment, and other peripheral equipment are covered under the terms and conditions of sale for such equipment. (v) This Warranty does not apply to regular maintenance service and periodic calibration services on the scale, misuse, abuse or other negligent handling of the scale, including but not limited to a vehicle running into an above ground truck scale or railroad scale, non-maintenance of the scale, surface finish, operating the scale in abnormal conditions for which the equipment is not intended, overloading the scale, improper storage of the scale, or failure to ground the scale according to METTLER TOLEDO's recommended procedure, normal wear and tear, concrete rebar used in scale foundation, piers, end walls, approaches, and weighbridge or items supplied by others, equipment on which the serial number has been removed or defected, damage caused to the weighbridge and terminal by fire, water, submersion or act of God. (vi) This Warranty is void if any service or maintenance on the truck scale or railroad scale is performed by a provider not authorized by METTLER TOLEDO. (vii) This Warranty applies where the scale is installed in the 48 contiguous states of the United States, as well as where the scale is installed in Canada. (viii) Except for the weighbridge, the foregoing warranty periods shall only apply when the scale is purchased as a complete truck scale and railroad scale system. Individually purchased METTLER TOLEDO load cells and digital terminals do not apply to this Warranty and are covered solely by METTLER TOLEDO's standard warranty for sales and service. Analog load cells and load cell systems and weighbridge frames do not apply to this warranty and are covered solely by METTLER TOLEDO's standard warranty for sales and services. METTLER TOLEDO's standard warranty for sales and service can be found at www.mi.com/terms.

IN NO EVENT WILL METTLER TOLEDO BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. PLEASE CONSULT THE TERMS AND CONDITIONS OF YOUR METTLER TOLEDO SALES ORDER FOR COMPLETE WARRANTY COVERAGE DETAILS. WARRANTY REGISTRATION PAPERWORK WILL BE REQUIRED FOR PRODUCT VALIDATION AND TECHNICAL SUPPORT.

**THIS CERTIFICATE IS REQUIRED TO VALIDATE YOUR POWERCELL TRUCK SCALE
WARRANTY AND RECEIVE TECHNICAL SUPPORT.**

Keep a copy of this document for your reference and please fill out the below information and return it within 60 days to:
METTLER TOLEDO, Warranty Department, 1900 Polaris Pkwy, Columbus OH 43240 or TruckScaleWarranty@mt.com to
register your warranty.

☐ The StrikeShield™ Lightning Protection system has been grounded to installation specifications attached.

Company Name: _____ Date of Installation: _____

Address: _____

Scale Model #: _____ Serial Number: _____

Indicator Model #: _____ Serial Number: _____

Buyer's Name

Company Name (METTLER TOLEDO or Authorized Distributor)

Buyer's Signature

METTLER TOLEDO Representative's Signature