



**LEFT COAST**  
— SCALE SERVICES —

**Physical Address:**  
5148 Western Way  
Perris, CA 92571

**Mailing Address:**  
75 West Nuevo Road #708  
Perris, CA 92571

800-618-0746 Office  
[www.leftcoastscales.com](http://www.leftcoastscales.com)

## **Standard Terms and Conditions of Service and Sales**

### **Left Coast Scales, LLC**

a California Registered Corporation,  
Registered as a Foreign Corporation In Arizona

### **Doing Business As (DBA)**

**Left Coast Scales**  
**Left Coast Scale Services**  
**LCS-Training**



## LCS's Standard Terms and Conditions of Service and Sale

- 1) Definitions:
  - a) "Company" or "LCS" means LCS, LLC, and its affiliates and subcontractors;
  - b) "Customer" means the person(s), or entity for whom LCS is performing Services or providing Goods;
  - c) "Services" mean all services, inspection, measurement, calibration, and other testing and labor of any kind performed by LCS, and including all resulting test reports, test results, test data, materials, and goods;
  - d) "Goods" shall mean any product sold by LCS; "Order" shall be the accepted scope of work or details of Goods to be sold by LCS,
  - e) "Agreement" shall mean these Terms and Conditions of Service along with any LCS Quote. Customer agrees to be bound by, and is subject to the terms and conditions in the Agreement. Terms in any Customer issued purchase order that are inconsistent with the provisions of this Agreement shall be null and void and shall be superseded by this Agreement. The issuance of a purchase order by Customer constitutes an acknowledgement that the terms and conditions in this Agreement are the sole terms and conditions under which Customer shall purchase the Services or Goods from LCS, and, if any purchase order is accepted by LCS, this agreement shall constitute the entire and sole agreement between LCS and Customer.
- 2) **Payment Terms:** Payment in full for the Services provided by Company will be made in U.S. funds due Net thirty (30) days of the date of Company's invoice, except that all charges for repairs and Goods, transportation charges, insurance costs and taxes shall be due and payable upon Customer's approval thereof. LCS may, in its sole discretion, extend credit to Customer upon terms to be determined on a case-by-case basis.
  - a) Any failure by Customer to pay as provided herein shall be a material breach and shall entitle LCS to pursue any remedies available at law or in equity.
  - b) Time is of the essence for payment of invoice(s). In the event Customer fails to make a payment when due, Customer agrees to reimburse LCS for all costs, including actual attorney fees, incurred by LCS to collect the outstanding balance. Unpaid accounts shall be subject to a service charge of 5% per month on any outstanding balance, or the maximum allowed by law, if a lesser amount.
  - c) In the event Customer authorizes LCS to charge amounts due hereunder to a credit card and such charges are rejected for any reason by the customer's credit card provider, Customer authorizes LCS to continue to attempt to secure payment through that credit card so long as any unpaid balances remain on customer's account. Any check returned unpaid to LCS shall be subject to a \$40.00 returned check fee.
  - d) Sales tax exemption requests require an exemption certificate for the State in which the Services or Goods are to be used in order to demonstrate Customer's exemption from California sales/use tax. 3. Cancellations: Customer shall not be permitted to cancel any Order. In the event of cancellation, Customer shall pay all costs associated with the labor, parts/materials, goods, freight charges and restocking charges.
- 3) **Excusable Delays:** LCS shall not be liable for nondelivery or delay in performance of Services or delivery of Goods if such delay is caused, directly or indirectly, by, or in any manner arises from, any circumstances beyond LCS's control, including without limitation, global pandemics, delay or failure to deliver by LCS's suppliers, fires, floods, accidents, riots, war, acts of god, governmental interference or embargoes, or shortage of labor (each a Force Majeure Event). In the event of a Force Majeure event, LCS shall promptly notify Customer of the delay or cancellation and the cause thereof.
- 4) **Warranty:**
  - a) **Service Warranty:** LCS warrants that its Services will be performed in a good and workman like manner in accordance with the specified or industry accepted testing standard(s). If, within the 30 day period after completion of Services, Customer notifies LCS that the Services are non-conforming, LCS will re-perform the Services at no cost. Such re-performance shall be LCS's sole liability for the non-conforming Services, with no liability for damages arising therefrom, including but not limited to special, indirect, consequential, incidental, punitive, statutory or other damages. LCS's Service warranty does not include the effects of improper operation, improper handling, accidents, improper storage, improper use and improper maintenance or repair not attributable to LCS. In the event that the non-conformance was due to any of the foregoing conditions the customer shall be liable for any labor, service and/or travel charges. In no event shall LCS be responsible for costs or losses arising from accessing, retrieving or removing non-conforming Services, or reinstalling repaired or replacement Services.
  - b) **Goods Warranty:** LCS is not a manufacturer and thus the warranty of any Goods sold to Customer shall be limited to the factory warranty, if any, extended by the manufacturer of such item. LCS does not make, and hereby disclaims, any other warranty and is providing such Goods, and customer is accepting such Goods, in their AS IS condition. Use of the Goods is at Customer's sole risk.

**THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO DISCLAIMING ALL WARRANTIES OF TITLE, OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE EVEN IF SUCH PURPOSE OR USE IS DISCLOSED.**
- 5) **Limitation of Liability:** LCS insures packages only up to the price of the Service. In the event that the item to be Serviced is lost or stolen while in the sole custody of LCS, LCS shall only be liable for the price of the Service of the specific unit. LCS shall not be liable for any alteration performed by Customer on any repairs, motors, or new sale items. Customer agrees that LCS'S total liability is strictly limited to the price of the Services or cost of the Goods. In no event shall LCS be liable for any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, business interruption, lost profits, savings, or lost business information.
- 6) **Rush & Expedited Fees:** Rush Services must be approved in advance in writing. LCS's target turnaround for Rush Service is 24 hours. This time frame is dependent on part and labor availability. LCS shall have no liability for failure to meet such target. Rush Fees, once approved, are not refundable.
- 7) **Non Solicitation:** Throughout the provision of Services and for a period of one-year after completion thereof, Customer shall not solicit for employment, directly or indirectly, any employee of Company who performed a material part in the provision of Services for the Customer without the written consent of the Company.
- 8) **TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER WAIVES AND RELEASES ANY AND ALL RIGHTS, CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY OTHERWISE BE AVAILABLE AT LAW OR IN EQUITY OR GRANTED BY STATUTE TO AVOID OR DISREGARD THE ENTITY FORM OF COMPANY OR OTHERWISE IMPOSE LIABILITY ON ANY PARENT OR AFFILIATE OF COMPANY, WHETHER GRANTED BY STATUTE OR BASED ON THEORIES OF EQUITY, AGENCY, CONTROL, INSTRUMENTALITY, ALTER EGO, DOMINATION, SHAM, SINGLE BUSINESS ENTERPRISE, PIERCING THE CORPORATE VEIL, UNFAIRNESS OR UNDERCAPITALIZATION.**
- 9) This Agreement and any dispute arising between the parties hereto, shall be governed by the laws of the State of California and shall be adjudicated in courts located in Riverside County, California.