

# **XBW Sole Only**

Installation and Operation Manual

# **XBW Sole Only**

*Automated Boot Scrubbing & Cleansing System*

## **Installation and Operation Manual**

**Manufactured by:**

Meritech Systems, LLC  
720 Corporate Circle, Suite K  
Golden, CO 80401 USA

**Phone:** (800) 932-7707

**Fax:** (303) 790-4859

[www.meritech.com](http://www.meritech.com)

**E-mail:** [service@meritech.com](mailto:service@meritech.com)

**WARNING:** The performance and effectiveness of CleanTech® systems have been extensively tested when using solutions provided by Meritech Systems, LLC. Satisfactory performance or effectiveness cannot be guaranteed when other solutions are used.

**FAILURE TO USE MERITECH SYSTEMS, LLC SUPPLIED  
CHEMICALS WILL VOID ANY AND ALL WARRANTIES**

**CAUTION:** This equipment contains moving parts and starts automatically. **DO NOT USE** with loose clothing that can be caught in the system. This includes, but is not limited to, long smocks, frock ties, shoelaces and street shoes.

**January 1, 2020**

## Installation and Operation Manual

<b>Index</b>	<b>3</b>
<b>Introduction</b>	<b>4</b>
<b>Overview</b>	<b>5</b>
<b>Facility Installation Instructions / Requirements</b>	<b>6</b>
<b>Operation</b>	<b>7</b>
<b>System Activation</b>	<b>8</b>
<b>Emergency Stop Button</b>	<b>8</b>
<b>Cycle Time / Calibration</b>	<b>9</b>
<b>Indicators</b>	<b>9</b>
<b>Maintenance</b>	<b>9 - 12</b>
<b>Motor Gear Box &amp; Right Angle Drive</b>	<b>9</b>
<b>Drive Chains</b>	<b>10</b>
<b>Nozzle Cleaning</b>	<b>10</b>
<b>Brush Removal</b>	<b>11 - 12</b>
<b>Changing Solutions &amp; Re-Priming System</b>	<b>13</b>
<b>Walking Grate Height Adjustment</b>	<b>14 - 15</b>
<b>System Cleaning</b>	<b>15</b>
<b>Cut Sheet / Specifications</b>	<b>16</b>
<b>System Drawings / Dimensions</b>	<b>17 - 18</b>
<b>If External Backflow Preventions is Needed</b>	<b>19</b>
<b>Spare Parts List</b>	<b>20</b>
<b>Contacting Meritech</b>	<b>21</b>
<b>Meritech Systems, LLC Warranty</b>	<b>22</b>
<b>Terms &amp; Conditions of Sale</b>	<b>23</b>

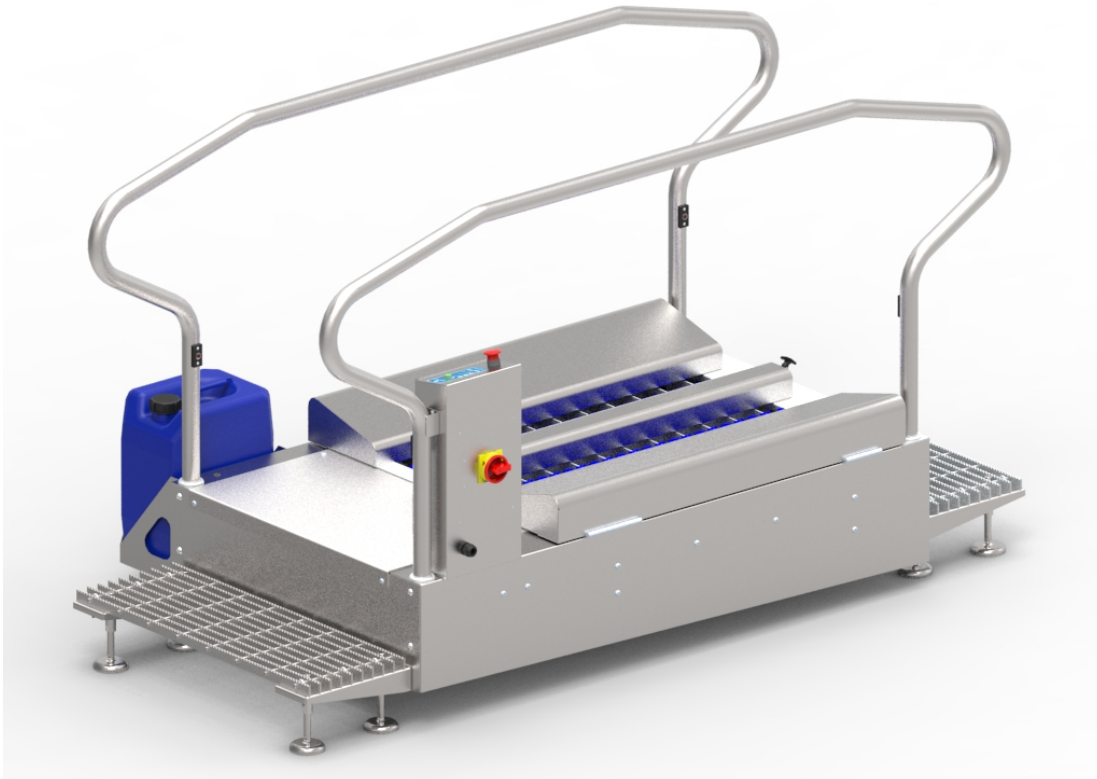
# Introduction

Thank you for selecting the Meritech Boot Scrubber as a component of your sanitation regimen. We have designed an entire family of Boot Scrubbing systems to be a convenient, reliable, and effective tool in your food safety program.

Constructed of heavy-duty 304 stainless steel and hygienically designed to provide quick and highly effective boot Scrubbing in the work place. For convenience and efficiency, the Meritech Boot Scrubber Family was created to clean both boots simultaneously.

Shipped fully assembled with only one water and electrical connection required, the Meritech Boot Scrubber is ideal for placement at all entrances in to production areas to minimize the risk of work place contamination. Each Boot Scrubber is complete with handrails, emergency stop button, Photoeye operated, as well as long lasting nylon brushes to scrub shoes or boot soles. The system is activated via a Photoeye beam conveniently located in the handrails and timed per the electronics.

This manual contains all the information you will need to install, operate and maintain your Boot Scrubber. XBW Sole Only shown below.



# Overview

The Meritech Boot Scrubber provides a means of removing debris and bacteria from the shoes or boots of your employees. The unit has a series of 2 sole brushes, which scour the soles of the boots. When the Photoeye beam is broken, the brushes rotate and sanitizing solution is sprayed onto the brush bristles.

As you walk through the Boot Scrubber the boots contact the rotating brushes, which remove the particles and transfer the sanitizing solution to the boot surface. The drain water and any removed soils or particles are drained down into the catch basin at the bottom of the unit. The catch basin is sloped side to side and front to back to keep the water and soils moving towards the drain of the system. The heavier particles may stay in the catch basin and can be easily removed during shift cleanup. The Boot Scrubber is intended to be used in all types of environments, bearing in mind that there will be some water that may be splashed out of the system from use and tracking from the entrance and exit of the system.

## Features:

- Sole Scrubbing
- Heavy Gauge 304 Stainless Steel
- 2" MNPT Drain Connection
- ¾" MGH Water Connection
- Bi-Directional Photoeye Operation
- Adjustable Sole Depth
- Ready Indicator Light
- Washing Indicator Light
- Soap Empty Indicator Light
- Soap Empty Audible Alarm
- Tool-Less Brush Removal
- Emergency Stop
- Electrical Disconnect Switch
- On Board 20 Liter Soap Container
- Wash-down Motor and Gearbox
- NEMA 4X Electronics Enclosure
- SLIPNOT® Upper Deck
- Auto shutoff if cover is opened
- 8 Adjustable Equipment Leg



SlipNot® is a registered trademark of SlipNot® Metal Safety Flooring, Detroit Michigan. Copyright W.S. Molnar Company

# Facility Installation Instructions/Requirements

The Boot Scrubber unit requires 120 volt AC, single-phase power with a maximum current draw of 20 amps. **Do not hardwire the system electrical cord without having a way to disconnect the system from electrical source for future serviceability of the system.**

The Boot Scrubber system requires a potable water source. Only cold water is required although warm or hot water can be used as well depending on the types of soils being removed. Do not exceed 110° F water temperature to prevent scalding. The supply line should supply at least be 4 gallons per minute at 50 PSI minimum. **Do not hard pipe directly to the system as this may prevent future serviceability to the system.** The unit comes from the factory with a ¾" male garden hose fitting for water hook up. The system requires a floor drain. The sanitizing solution is automatically mixed with the incoming water supply in the unit and is factory calibrated for 800 parts per million concentration when using Meritech Boot Cleaner solution. The concentration and water flow rate can be adjusted easily if other settings are desired. Please contact Meritech to have a qualified Service Technician make the adjustments. **For additional information, see the "Cut Sheet/Specification" of this manual.**

Make certain that the system is sitting steady on floor and all 8 feet are touching. Verify that the system is sloped towards the drain and is ¼ bubble slope and is level side to side per the factory settings.

If these hook-ups are not readily available, you will need to consult with your commercial plumber or electrician. Because of the different building codes and licensing regulations, Meritech cannot accept responsibility for providing plumbing and electrical modifications to your facility; however, Meritech will be happy to provide the necessary guidance to ensure a correct installation.

Consult local and national codes: conformity and compliance to local and national codes is the responsibility of the installer.

**IF YOU SHOULD EXPERIENCE ANY DIFFICULTY OR ARE UNSURE ABOUT THE  
INSTALLATION PROCEDURE, WE ENCOURAGE YOU TO CONSULT  
IMMEDIATELY WITH MERITECH SYSTEMS, LLC.**

**Meritech Systems, LLC**  
720 Corporate Circle, Suite K  
Golden, CO 80401 USA

**Phone:** ( 800) 932-7707

**Fax:** ( 303) 790-4859

[www.meritech.com](http://www.meritech.com)

**E-mail:** [service@meritech.com](mailto:service@meritech.com)

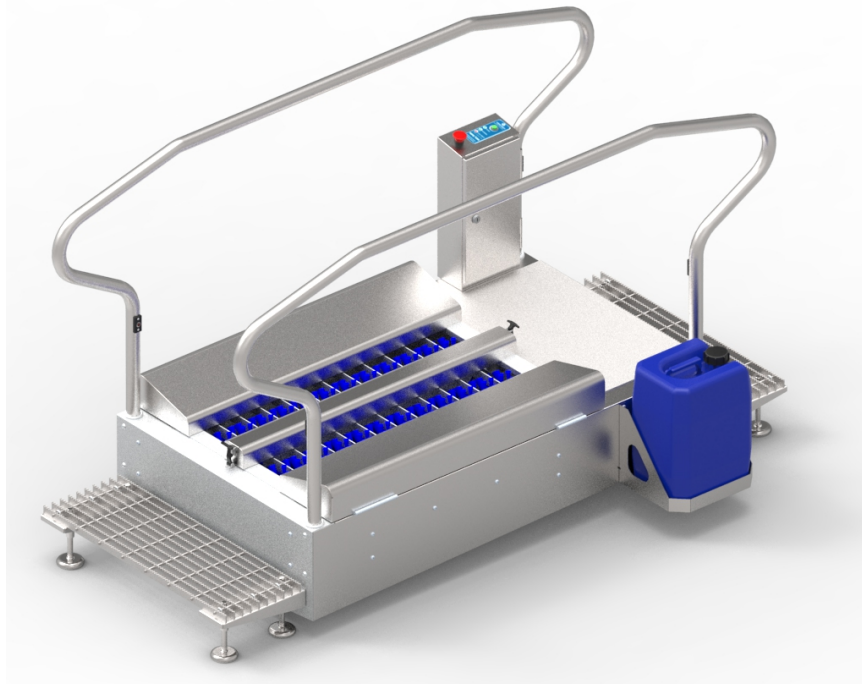
# Operation

## **XBW Sole Only**

The Meritech Boot Scrubber is easy to operate. As you approach the unit from the Photoeye end of the system. The Green LED indicator light will be a solid. As you break the Photoeye beam the system will automatically start. The Green LED indicator light will be flashing. The brushes will begin to rotate and the sanitizing spray will wash each of the horizontal sole brushes. The system will run for approximately 8 seconds and then shut off or when the person exits the opposite end. System run time is adjustable. Please contact Meritech to have a qualified Service Technician make the adjustments.

While using the two side handles for support, walk slowly through the unit allowing time for the sole brush to adequately clean the bottoms of the shoes or boots. When the entire boot surface is clean simply walk out of the system. Boot cleaning should take approximately 4 - 8 seconds depending on the soil type. This may take a few trial cycles to get the right length of time depending on the soil type.

The sanitizing solution is stored in the Blue 20 liter container located on the side of the system. When the bottle is empty the system will stop rotating, the Red LED light will flash and an audible alarm will beep letting you know the system needs a new solutions container. **For further instructions on changing solutions, please refer to the "Changing Solutions" in this manual.**

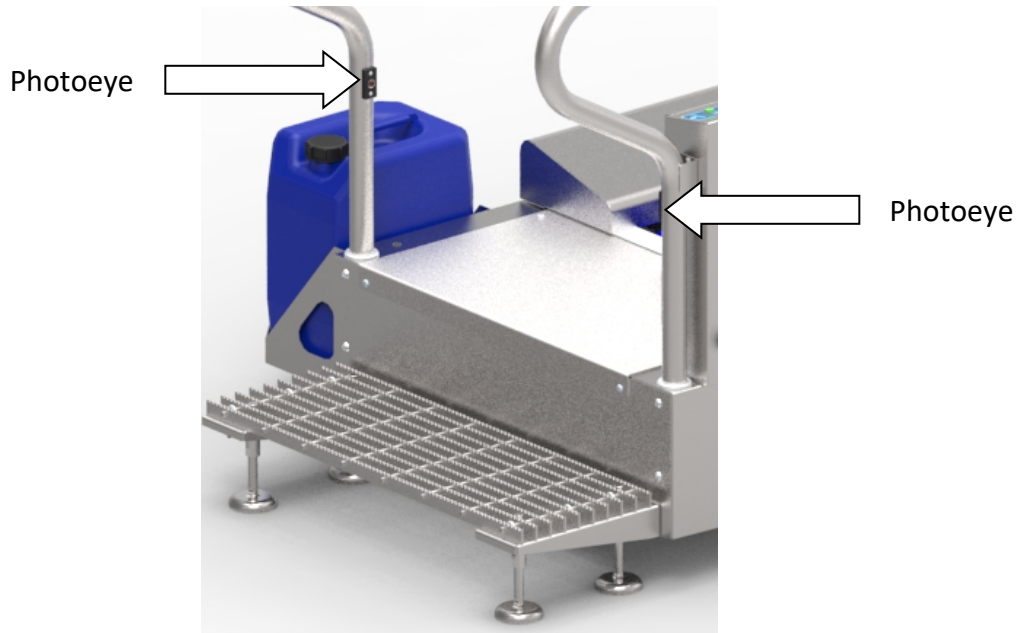


**CAUTION:** This equipment contains moving parts and starts automatically. **DO NOT USE** with loose clothing that can be caught in the system. This includes, but is not limited to, long smocks, frock ties, shoelaces and street shoes.



# System Activation

## Photoeye



The system is bi-directional. Breaking the photoeye beam on either end of the system will automatically start the system and will run until the opposite photoeye beam has been broken and then it will shut off. The system will automatically shut off if the system has run continuously for 60 seconds.

**USERS MUST HOLD BOTH HANDRAILS FOR PROPER SAFETY**

## Emergency Stop Button

In case of an emergency and to shut system down. Immediately depress the emergency stop button located on the hand rail. To release the emergency stop button twist it clockwise to re-engage.





# Cycle Time / Calibration

To adjust cycle time and calibration of the system please contact Meritech customer service for assistance. Please refer to "Contacting Meritech" in this manual.

## Indicators

The system is equipped with a 18 mm Multi-Color LED light and audible alarm. Please see photo below.

- Steady Green = System ready for use.
- Flashing Green = System is running
- Flashing Red/Alarm = System is out of soap / brushes will not rotate



## Maintenance

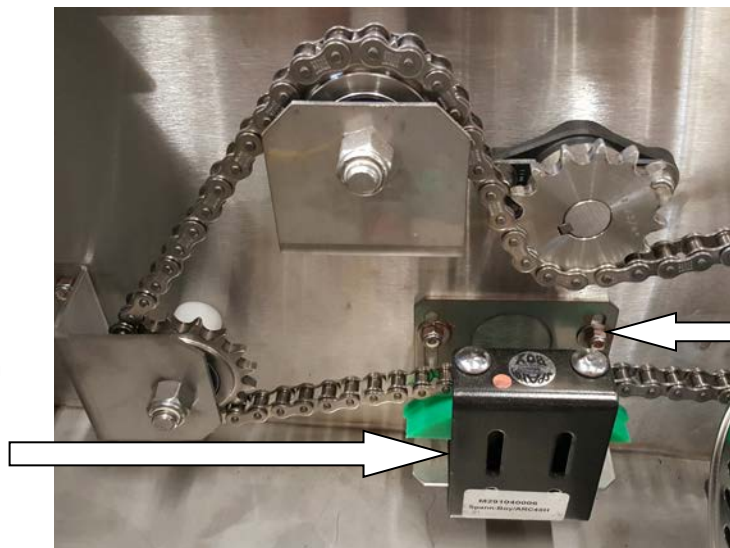
### MOTOR GEAR BOX & RIGHT-ANGLE DRIVE BOX

Only lubricate the motor gear box when fluid levels are below fill level.

### DRIVE CHAIN (every 12 months or as needed)

Always disconnect from electrical source and lockout and tag out before any chain adjustment. Check and adjust chain tension to be no more than  $\frac{1}{2}$ " – 1" deflection of the chain at the midpoint between the sprockets. Adjustment for the motor driven chain is accomplished by adjusting the auto spring chain tensioner up/down on the 2 slots provided and in the photo below. Loosen the 2 –  $\frac{1}{4}$ "-20 hex nuts holding the auto spring tensioner and either adjust up or down to so there is the proper chain deflection. Make certain that the chain tensioner has spring adjustment available and is not bottomed out. See photo below. There should never be more than  $\frac{1}{2}$ " – 1" deflection of the chain at the midpoint of its longest run.

Auto Spring Chain  
Tensioner



Slots to adjust Auto  
Spring Chain Tensioner  
(Qty. 2)

### NOZZLE CLEANING (every 3 months or as needed)

With time and use the nozzles will become blocked with mineral deposits and soap build-up. We recommend that you connect a gallon bottle of a mineral deposit remover (or similar item) in place of the boot cleaner chemical and run the boot Scrubber for a period of 15 minutes by covering the Photoeye, to remove any build-up that has accumulated in the nozzles. After cleaning the system with mineral deposit remover, replace the mineral deposit remover with water and flush the system for 5 minutes. Replace with the boot cleaner chemical and run the system for 1 minute to re-prime the system by holding your hand over one of the photoeye's.

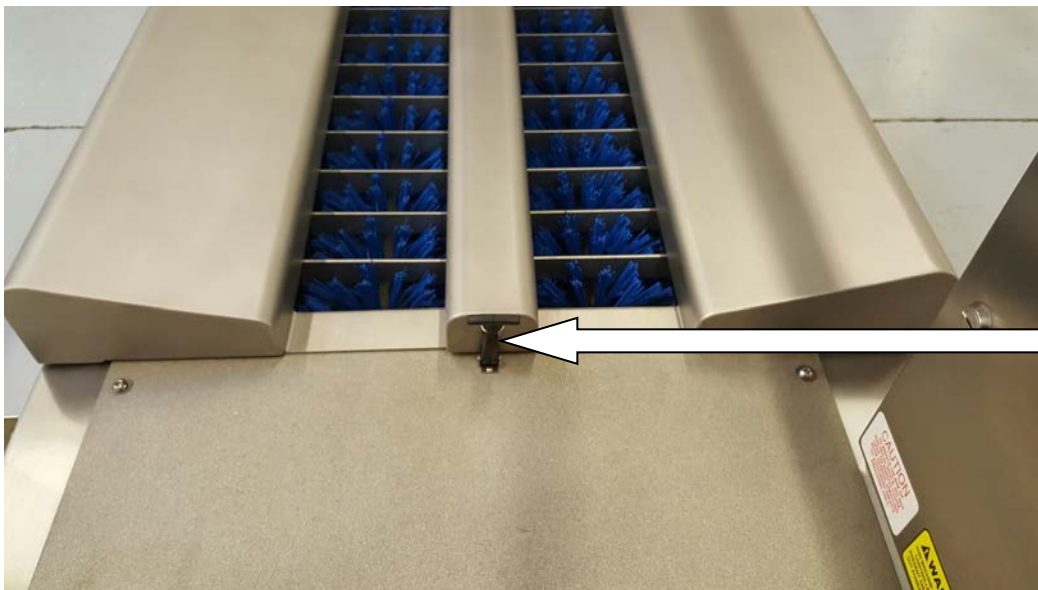
For replacement nozzles refer to the spare parts list of this manual.

## Maintenance - Continued

### **BRUSHES – HORIZONTAL (as needed)**

Replace as required for effectiveness. Bristles will lose stiffness, fray with age and use. Refer to the “Parts List” for the part number and contact Meritech for pricing and availability. The brushes are easily removed from the system and do not require any tools. Follow the steps below and refer to photos for removing the brushes.

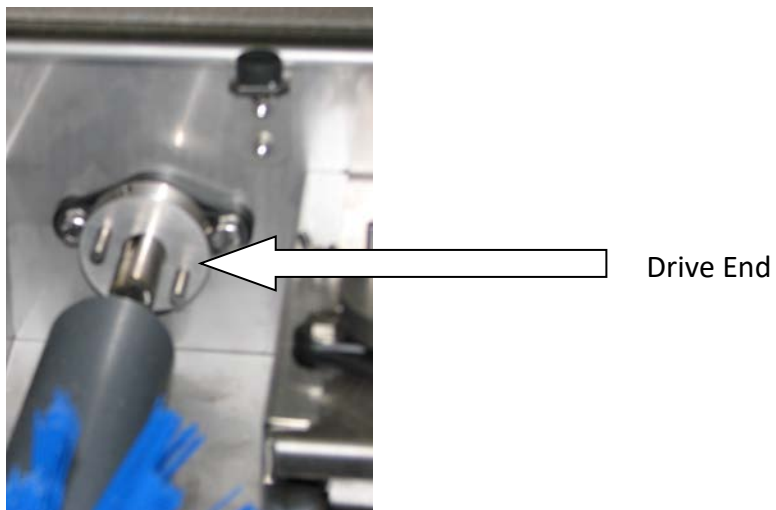
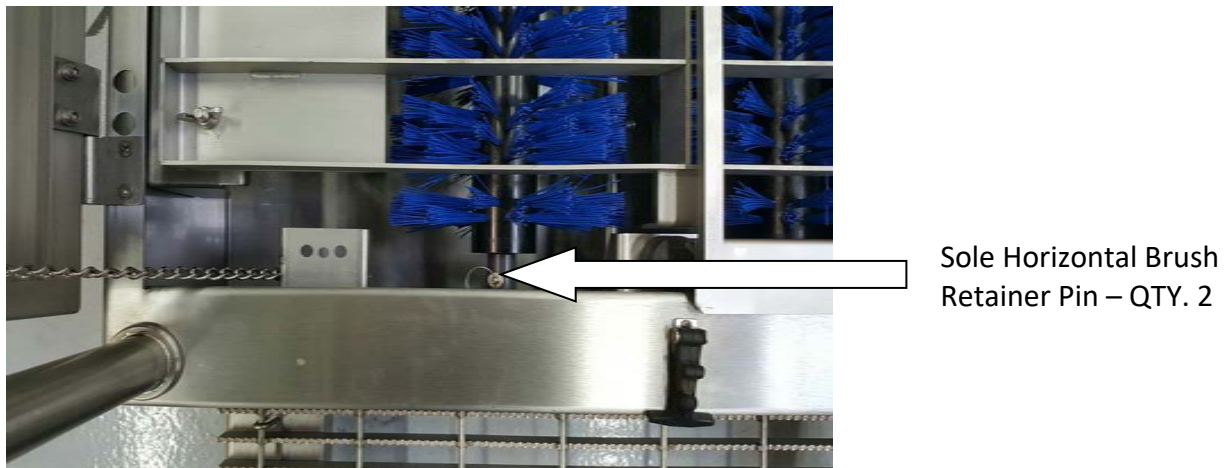
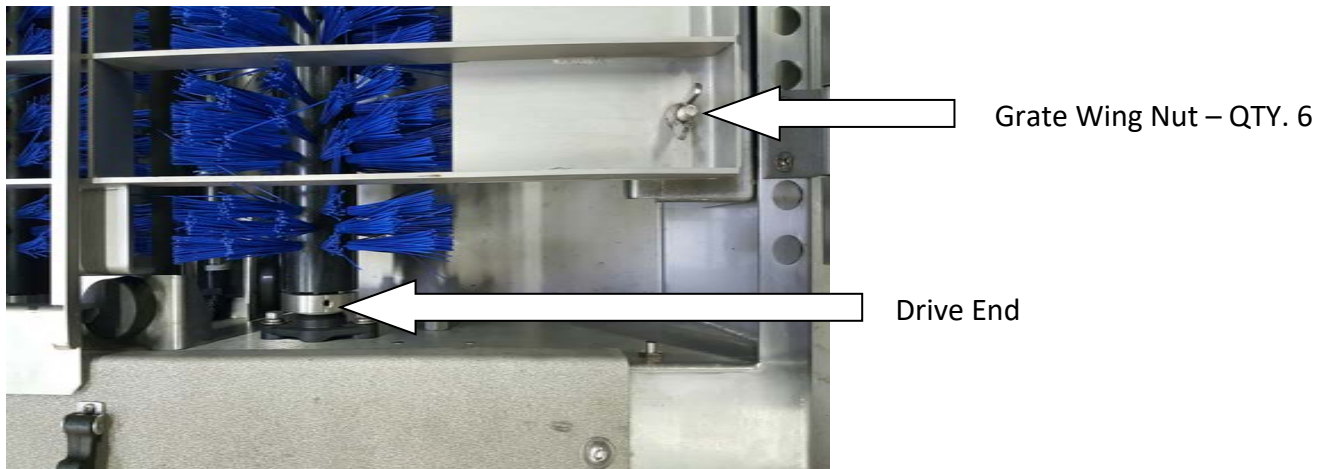
1. Disconnect system from electrical source and lockout and tag out.
2. Open system covers by pulling up and away on the cover hold down strap on both ends of the cover.
3. Swing open each brush cover allowing them to rest on the cover chains.
4. Remove the walking grate by removing the 6 wing nuts in each corner of the grate.
5. Lift the walking grate off of the 6 grate support bolts.
6. To remove the 2 sole horizontal brushes:
  - a. Pull the horizontal brush retainer pin with the ring at the end of the horizontal brush.
  - b. Pull the brush toward the direction of the pin was until it is no longer engaged on the drive end.
  - c. Lift above the drive end and slide off holder shaft.
7. Replace brushes in reverse order.



Cover Hold Down Strap

## Maintenance - Continued

### BRUSHES – HORIZONTAL (as needed)



For replacements brushes part numbers refer to the spare parts list of this manual.

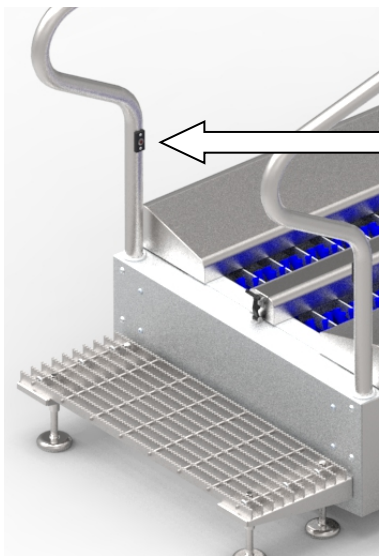
# Changing Solutions & Re-Priming System

When the Red LED indicator light is flashing and the system alarm is sounding the solutions container needs to be replaced on the system. Follow the steps below and refer to the photos for replacing the solutions container and re-priming the system.

1. Remove dip tube assembly attached to the bottle cap with the hose attached from the empty container.
2. Replace the empty container with a new container of Meritech Boot Cleaner.
3. Drop the dip tube assembly in the new container and screw on the container lid.
4. Hold your hand over one of the systems photoeye's at the drain end of the system which is the priming photoeye's until the system begins to run water and consume soap.
5. Continue covering the Photoeye until the Boot Cleaner fluid is fully primed in the system & the green LED light is flashing and the brushes are rotating.



Dip Tube Assembly w/ Cap



Priming Photoeye  
note location or drain  
end of system



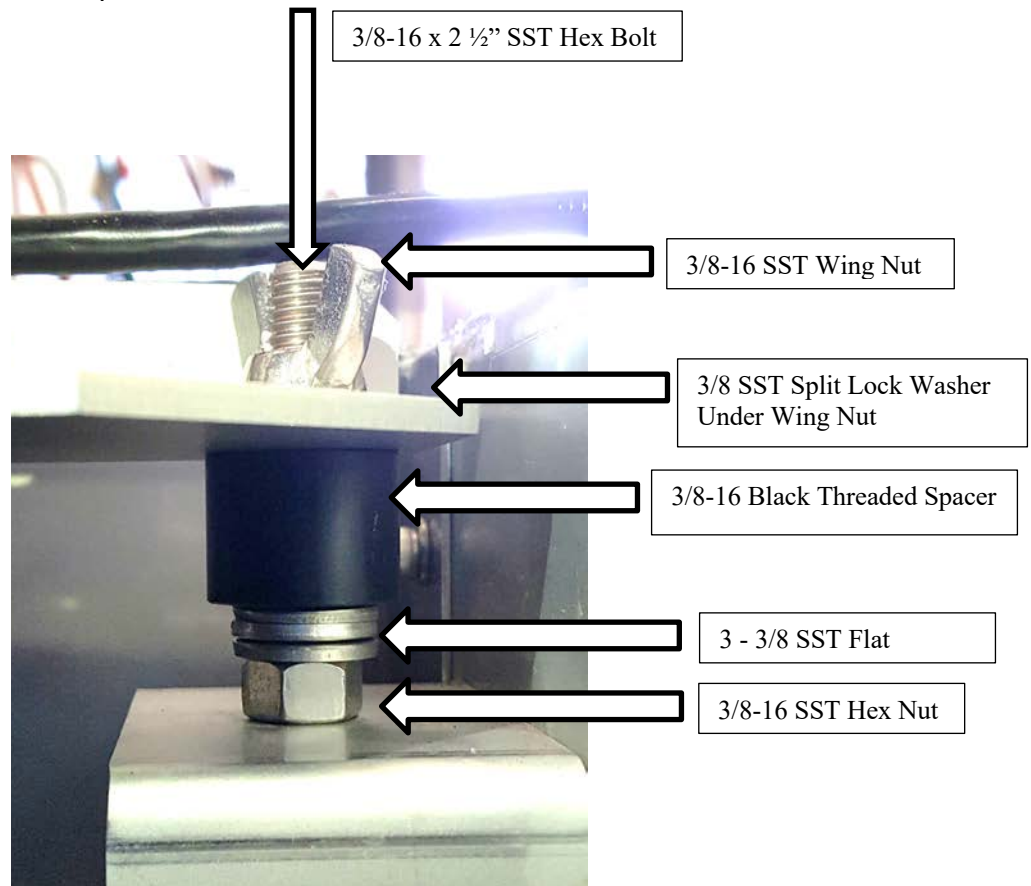
# Walking Grate Height Adjustment

Depending on the tread depth and design of the boot or as the horizontal brushes wear you may need to adjust the height of the walking grate to expose more or less of the bristle for proper cleaning of the boots. The grate is set at the factory with approximately 3/8" of the horizontal brush bristles above the walking grate. Follow the steps below and refer to the photos to adjust the height of the walking grate.

- **Caution – system is not designed for individuals over 300 lbs. in weight.**
- **Do not totally remove the black threaded spacer or use it alone for a height adjustment.**
- **The black threaded spacer must be on the nut shown below for proper grate support.**
- **The height adjustment can only be adjusted for 3/8", 1/2", or 5/8" bristle height.**
- **Modification of the system beyond manufacturer's specifications could result in personal injury, system malfunction, and will void warranty.**

1. Disconnect system from electrical source and lockout and tag out.
2. Open system covers by pulling up and away on the cover hold down strap.
3. Swing open each brush cover allowing them to rest on the cover chains.
4. Remove the walking grate by removing the 6 wing nuts in each corner of the grate.
5. Lift the walking grate off of the 6 grate support bolts.
6. The following hardware stack up described below.

- 3 SST washers below black spacer is: **.325"** Bristle above grate
- 2 SST washers below black spacer is: **.425"** Bristle above grate.
- 1 SST washer below black spacer is: **.525"** Bristle above grate.
- 0 washers below black spacer is: **.625"** Bristle above grate.



## Walking Grate Height Adjustment - continued

- 3 stainless washers below black spacer is: **.325"** Bristle above grate per the picture above.
- 2 stainless washers below black spacer is: **.425"** Bristle above grate per the picture above.
- 1 stainless washer below black spacer is: **.525** Bristle above grate per the picture above.
- 0 washers below black spacer is: **.625** Bristle above grate per the picture above.

**Caution make certain that all 6 of the grate hold down wings nuts are in place and tightened before system is used.**

## System Cleaning

Depending on the environment that the system is installed, the type or frequency of use and or the types of soils being removed from the boots will determine the frequency and the type of cleaning the system should go through. The cleaning process should also be documented within your HAACAP or SSOP document or per your company's internal procedures.

Please contact Meritech customer service to receive a copy of the Meritech cleaning procedure and recommendations.

**CAUTION: Even though the electronics is contained in NEMA 4x enclosure, we DO NOT recommend directly hosing down the electronics module of this system.**

**CAUTION: This equipment contains moving parts and starts automatically. DO NOT USE with loose clothing that can be caught in the system. This includes, but is not limited to, long smocks, frock ties, shoelaces and street shoes.**



# Cut Sheet/Specifications

## XBW Sole Only

Specifications subject to change without notice.

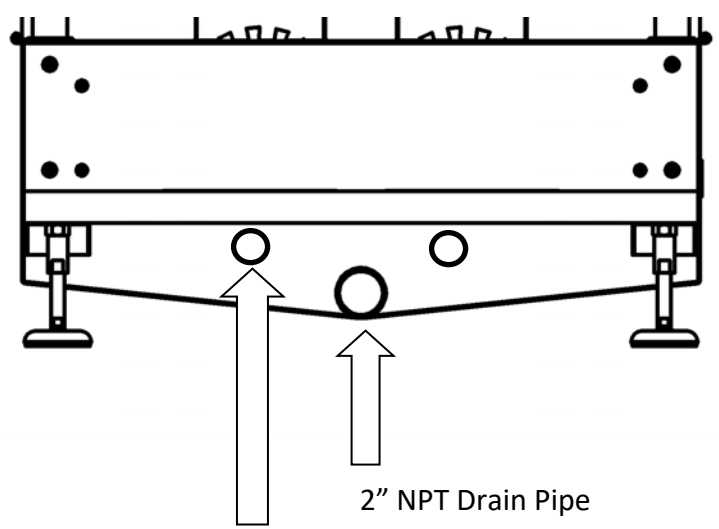
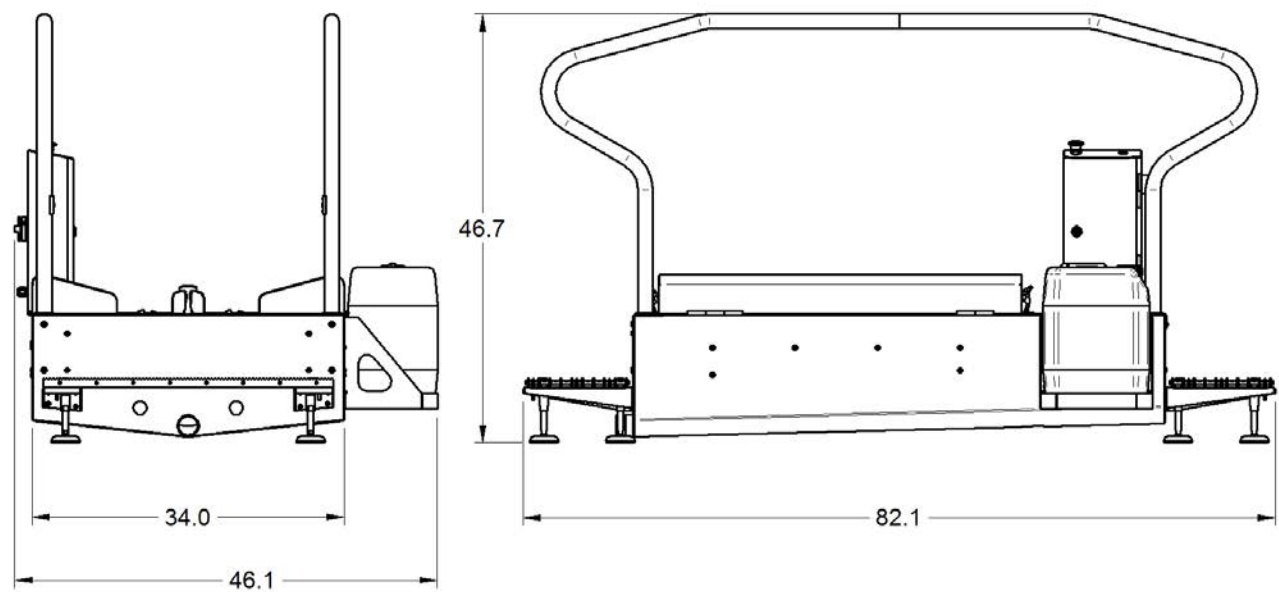
<b>Dimensions:</b>	34" wide (without soap tray) (See Drawing Next Page) 46.1" wide (with side mount soap tray) 82.1" long (including steps) 46.7" high (with 8 adjustable leveling feet)
<b>Weight:</b>	600 lbs.
<b>Shipping Weight:</b>	900 lbs.
<b>Cycle Activation:</b>	Photoeye's at each entrance and exit of the system.
<b>Cycle Length:</b>	8 Seconds (factory setting) Cycle Length Adjustable
<b>Water Inlet:</b>	¾" male garden hose fitting, maximum temperature 110°F
<b>Water Supply Line:</b>	3/8" ID line minimum - 4 GPM Minimum at 50 PSI Max.
<b>Water Consumption:</b>	2.6 GPM at 50 PSI
<b>Electrical:</b>	120-volt, single phase, 20 amps/NEMA 5-20 Power Cord
<b>Drain:</b>	2" male pipe thread in catch basin - to floor drain. <b>(Floor drain required)</b>

## Warnings/Cautions:

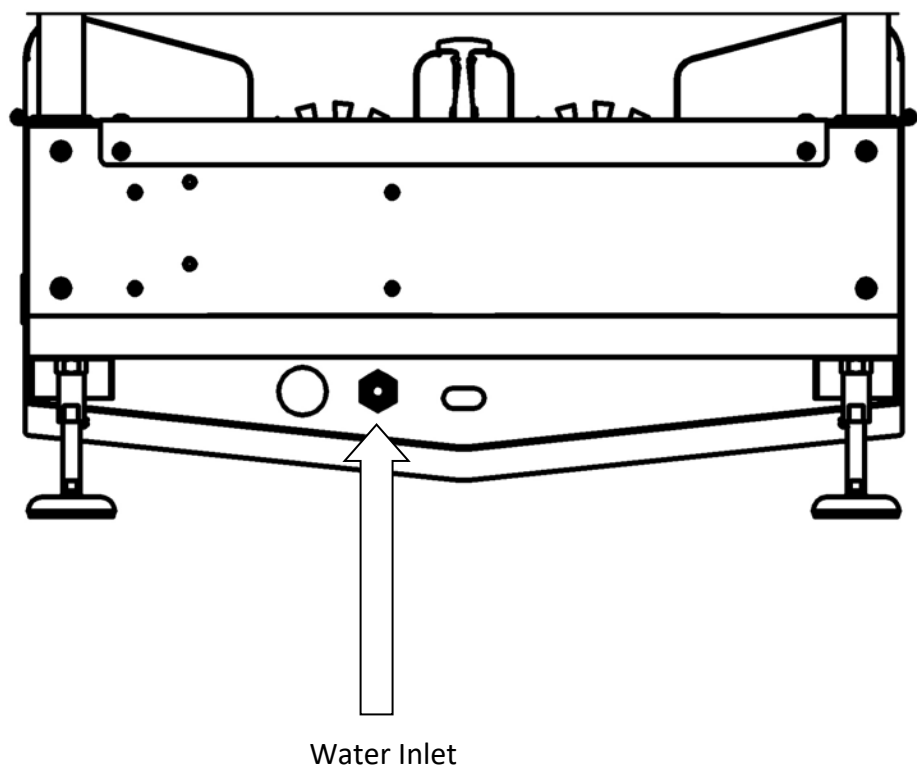
- Do not hard pipe to the plumbing inlet as this will prevent future serviceability.
- Use a flexible water connection to the system.
- Always install facility water shut off valve near the system.
- Do not hardwire the systems electrical power cord without having a way to disconnect the system from electrical source for future serviceability of the system.
- Always lockout & tag out when servicing the system or cleaning.
- This equipment contains moving parts and starts automatically. DO NOT USE with loose clothing that can be caught in the system. This includes, but is not limited to, long smocks, frock ties, shoelaces and street shoes.
- Use in Wet environments as there is water tracking from use of the system.
- Do not reduce or restrict the drain outlet.
- Make certain system is pitched towards drain.
- System has 3 overflow drains should main drain become clogged.
- System is not intended to be used with a macerator pump directly connected to the system drain.

Consult local and national codes: conformity and compliance to local and national codes is the responsibility of the installer.

Cut Sheet/Specifications - Continued



Cut Sheet/Specifications - Continued



## If External Backflow Prevention is needed

If your local plumbing code requires or additional backflow prevention is required external to the handwash system, the following backflow preventers are suitable and approved for use with our systems. Two units will be required for each system, one on each the hot and cold inlets.

**Consult local and national codes: conformity and compliance to local and nation codes is the responsibility of the installer. Consult your local plumbing code for specific details for your location and use a certified plumber for proper installation.**

For ANSI/ASSE Standard 1024 applications:



Watts® Series 7C  
Part Number: ¾ H 7C

For ANSI/ASSE Standard 1012 applications:



Zurn/Wilkens Model 760  
Part Number: 12-760

For ANSI/ASSE Standard 1056 applications:



Watt® Series 008PCQT-1/2"

For details or further assistance on these components, please contact Meritech Customer Service 800.932.7707

## Spare Part List – None Warranty

<b>XBW Sole Only</b>		
<b>Part #</b>	<b>Part Description</b>	<b>Quantity</b>
214-5023-001	Sole Horizontal Brush (standard)	2
214-5017-001	Sole Horizontal Brush HD	2
911-0013-058	Horizontal Spray Nozzle	10

For additional parts information or service contact Meritech Customer Service – see contact information in this manual.

# Contacting Meritech

If you have questions about the general use of the CleanTech® systems, need installation or trouble shooting assistance, or need to purchase additional solution for your system contact us below.

**Meritech Systems, LLC**

720 Corporate Circle, Suite K  
Golden, CO 80401 USA

**Phone:** (800) 932-7707

**Fax:** (303) 790-4859

[www.meritech.com](http://www.meritech.com)

**E-mail:** [service@meritech.com](mailto:service@meritech.com)



**THE XBW FAMILY OF SYSTEMS HAS BEEN DESIGNED TO OPERATE SPECIFICALLY WITH THE SOLUTIONS PROVIDED OR APPROVED BY MERITECH. THEY ARE OF A SPECIFIC CONCENTRATION AND VISCOSITY. WE CANNOT GUARANTEE SATISFACTORY PERFORMANCE NOR WARRANTY THE SYSTEM IF THE CONTAINERS ARE FILLED WITH A DIFFERENT SOLUTION. IN ADDITION, THERE IS ALSO A RISK OF INTRODUCING CONTAMINANTS WHICH WILL BE INCOMPATIBLE WITH THE SYSTEM.**

# Meritech Systems, LLC Limited Warranty

## Meritech Limited Warranty

### WARRANTY COVERAGE

"Meritech" refers to Meritech Systems, LLC d/b/a Meritech, the manufacturer of the accompanying product, consumables and accessories sold new by Meritech or an approved distributor of Meritech (collectively, the "Product"). The "Original Purchaser" refers to the original use purchaser of the Product. Meritech's warranty obligations are limited to the terms set forth in this Limited Warranty. If you purchased a product from someone other than Meritech or an approved distributor of Meritech, or if the product was used (including but not limited to floor models or refurbished product) prior to your purchase, you are not the Original Purchaser and the product that you purchased is not covered by this Limited Warranty.

Meritech warrants to the Original Purchaser that the Product shall be free from defects in materials and workmanship for a period beginning on the date that Meritech ships the Product to the Original purchaser and ending on the date that is twelve (12) months thereafter (the "Warranty Period") for parts only. This Limited Warranty does not apply to the following: (a) any third-party products or any third-party operating systems installed in connection with the Product; (b) any component part from which the serial number has been removed or altered; (c) damage or non-functionality that results from (i) failure to follow the instructions that came with the Product, (ii) usage that is not in accordance with the Product instructions, including without limitation, **use of solutions not supplied by Meritech**, (iii) any act of God, vandalism, fire, lightning, smoke, pollution, particulate matter, wind, snow, icing, power surge, electrical power or water abuse, (iv) problems caused by using accessories, parts, or components not supplied by Meritech, (v) failure to perform preventive or proper maintenance, and (vi) servicing not authorized by Meritech; (d) Boot washer or boot scrubber brushes; and (e) any Product for which Meritech has not received payment from the Original Purchaser.

If a defect exists to the Product, the Original Purchaser's sole remedy is to make a warranty claim within the Warranty Period, and Meritech's sole liability shall be to, at Meritech's election: (a) repair the Component Parts at no charge, using new and refurbished parts; or (b) replace the Product with a product that is new or which has been manufactured from new and serviceable used parts and is at least functionally equivalent to the original Product. A replacement part/product assumes the remaining Warranty Period of the original Product or thirty (30) days from the date of replacement or repair, whichever provides longer coverage to the Original Purchaser. When a product or part is exchanged, any replacement item becomes the Original Purchaser's property and the replaced item becomes Meritech's property. Any suspected defect shall be subject to inspection and confirmation by Meritech.

To the extent assignable, Meritech assigns to the Original Purchaser all transferable warranties (and remedies extended thereunder) that have been extended to Meritech by the manufacturers of any of the component parts and, after expiration of the Warranty Period, the Original Purchaser agrees to look solely to such manufacturers with regard to any warranty claims and remedies relating to the Product.

### WARRANTY DISCLAIMER

MERITECH'S RESPONSIBILITY FOR DEFECTS IN THE PRODUCT IS LIMITED TO REPAIR OR REPLACEMENT, AT MERITECH'S ELECTION, AS SET FORTH IN THIS LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND SUBJECT TO THE FOREGOING, MERITECH DOES NOT MAKE OR EXTEND, AND THE ORIGINAL PURCHASER ACKNOWLEDGES THAT MERITECH HAS NOT MADE OR EXTENDED, AND MERITECH HEREBY DISCLAIMS FOR ALL PURPOSES, ANY AND ALL OTHER REMEDIES, REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PERFORMANCE, CONDITION, DESIGN, APPLICATION, NON-INFRINGEMENT, USE AND/OR DURABILITY. IF MERITECH CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN SCOPE TO THE EXTENT POSSIBLE AND IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. No statement, affirmation or other representation, whether by words or action, of Meritech, its agents, employees or representatives that are not explicitly provided in this Limited Warranty shall constitute a warranty.

### LIMITATION OF LIABILITY

Notwithstanding anything herein or otherwise to the contrary, express or implied, Meritech's liability for any claim or action of any kind arising out of, in connection with or resulting from the manufacture, sale, delivery, resale, use or repair of the Product shall not exceed the total cost of the Product. Meritech shall not be liable for errors, costs, or expenses which may be incurred in its performance of its obligations hereunder which results from Meritech's reliance upon information furnished by the Original Purchaser. MERITECH SHALL NOT BE LIABLE TO ORIGINAL PURCHASER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LIMITED WARRANTY OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, OR FOR ANY DAMAGES OR SUMS PAID BY THE ORIGINAL PURCHASER TO THIRD PARTIES EVEN IF MERITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

### WARRANTY SERVICE AND OTHER TERMS

Meritech reserves the right to make changes or improvements to Meritech's products, consumables or accessories from time to time without incurring the obligation to install or implement such improvements or changes on products, consumables or accessories previously manufactured.

Meritech shall be under no obligation to sell replacement parts for, or provide maintenance or other services on, any products, consumables or accessories with respect to which this Limited Warranty does not apply, has expired or has otherwise been voided.

This Limited Warranty gives the Original Purchaser specific legal rights and you may also have other rights which may vary from state to state.

To obtain warranty service under this Limited Warranty during the Warranty Period, please contact our service department at 1-800-932-7707 or [service@meritech.com](mailto:service@meritech.com), or visit our website at [www.Meritech.com](http://www.Meritech.com).



# Terms & Conditions of Sale

## Standard Terms and Conditions of Sale For Customers

**SCOPE:** These Terms and Conditions apply to all sales made by Meritech Systems, LLC ("Meritech"), and its Meritech Division. These Terms and Conditions apply in lieu of any course of dealing between the parties or usage of trade in the industry.

**TERMS:** Buyer agrees to pay for the products, including all component parts, specified on this invoice (the "Product") in accordance with the payment terms specified on this invoice. In the event Buyer fails to make any payment to Meritech when due, Buyer's entire account(s) with Meritech shall become immediately due and payable without notice or demand. All past due amounts shall bear interest from the due date until paid at a rate of 18% per annum. If Buyer fails to pay any amounts outstanding within 10 days of such due date, Meritech may elect to enter Buyer's principal place of business and any other location where the Product is located and remove the Product. The costs of such removal shall be borne solely by Buyer, and Buyer shall indemnify Meritech and hold Meritech harmless from any damages or other liabilities arising from such removal. The foregoing remedies are in addition to, and not a substitute for, any other remedies provided for herein or that may otherwise be available to Meritech.

**SHIPMENTS:** All products are shipped F.O.B., point of shipment unless otherwise agreed to in writing by Meritech. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Meritech ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Meritech's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

**INSPECTION AND ACCEPTANCE:** Claims for damage, shortage or errors in shipping must be reported within three days following delivery to Buyer. Buyer shall have 7 days from the date Buyer receives the Product to inspect the Product for defects and nonconformance that are not due to damage, shortage or errors in shipping and notify Meritech, in writing, of any defects, nonconformance or rejection of the Product. After such 7 day period, Buyer shall be deemed to have irrevocably accepted the Product and these Terms and Conditions. After such acceptance, Buyer shall have no right to reject the Product for any reason or to revoke acceptance, or to dispute any of these Terms and Conditions. Buyer hereby agrees that such 7 day period is a reasonable amount of time for such inspection and revocation of the Product. Buyer shall have no right to order any change or modification to the Product or service previously ordered by Buyer or its representatives. Specially fabricated or ordered items may not be returned, and no refund will be made. The sole and exclusive remedy for any alleged defect in workmanship or material will be the replacement of the Product subject to Meritech's inspection and limited warranty.

**TAXES:** Buyer shall be liable for the payment of all transaction based taxes including without limitation sales, use, gross receipts, compensating, occupation, privilege, excise or other similar taxes assessed in connection with the purchase and sale of the Product by payment of such taxes to Meritech, or by executing and delivering to Meritech a tax exemption certificate or in those jurisdictions where Meritech is not required to administer the laws and regulations of such jurisdiction, a tax indemnification agreement. Any such tax exemption certificate or tax indemnification agreement shall be in form and substance acceptable to Meritech, in Meritech's sole discretion. Meritech shall have no obligation to pay any taxes, which are Buyer's sole responsibility.

**SECURITY INTEREST:** Buyer hereby grants Meritech, to secure the payment and performance in full of the purchase price for the Product, plus any fees owed hereunder, a continuing security interest in, and pledges to Meritech, the Product (the "Collateral"), wherever located, whether now owned or hereafter acquired or arising, and all proceeds thereof. Buyer represents, warrants, and covenants that the security interest granted herein is, and shall continue to be, a first priority perfected security interest in the Collateral so long as any portion of the purchase price and fees remains unpaid. Meritech's security interest in the Collateral shall continue until the purchase price and fees have been paid in full. Upon such payment in full, Meritech shall release its security interest in the Collateral and all rights therein shall revert to Buyer. Buyer hereby authorizes Meritech to file financing statements, without notice to Buyer, in all appropriate jurisdictions that, in Meritech's sole judgment, are reasonably necessary to perfect or protect Meritech's interest or rights hereunder.

**TITLE:** Title to the Product shall remain with Meritech until Buyer has paid the entire purchase price and any fees owed hereunder.

**LIMITED WARRANTY:** Meritech makes no warranties with respect to the Product other than those expressly provided in Meritech's Limited Warranty available on its website at [www.meritech.com](http://www.meritech.com).

**INDEMNIFICATION:** Buyer agrees to protect, indemnify, hold harmless and defend Meritech and its members, managers, officers, affiliates, agents and employees against any and all losses, damages, claims, lawsuits, demands, causes of action, judgments, liabilities and expenses (including attorneys' fees and related costs) for injury to or death of any persons (including without limitation Buyer, Buyer's customers, Buyer's employees and agents, or any employee or agent of them, Buyer's co-venturers, contractors, subcontractors and suppliers) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations arising in any manner, directly or indirectly, out of or in connection with, or in the course of or incidental to any of Buyer's use, application or operation of the Product, regardless of cause or of any fault or negligence of Meritech or Meritech's agents.

**FORCE MAJEURE:** The obligations of Buyer and Meritech shall be suspended and neither shall be liable for any damages suffered by the other if the failure of Buyer or Meritech to perform arises from an event of Force Majeure. An "event of Force Majeure" includes acts of God, weather or other action of the elements, warlike action, insurrection, revolution, civil strife, piracy, civil war, hostile action, strikes or other labor stoppages, acts of public enemies or material changes to state, federal or local laws, rules or regulations. Lack of funds or financial resources shall not be considered an event of Force Majeure.

**REPRESENTATIONS AND WARRANTIES OF BUYER:** Buyer represents and warrants to Meritech that (a) the information set forth on this invoice accurately represents (i) Buyer's exact legal name; (ii) Buyer's form of organization and jurisdiction of organization; (iii) Buyer's principal place of business or executive offices and, if different, mailing address; and (iv) all other information set forth in this invoice pertaining to Buyer is accurate and complete, and (b) Buyer has sufficient financial resources to pay its debts and other financial obligations (including trade debts) as they come due, including the obligation to pay the purchase price and any fees owed hereunder to Buyer.

**COVENANTS:** So long as any portion of the purchase price or fees payable to Meritech hereunder remain unpaid, (a) Buyer shall not, without at least 30 days prior written notice to Meritech: (i) change its jurisdiction of organization, (ii) change its organizational structure or type, (iii) change its legal name, or (iv) change its tax identification number or other organizational number (if any) assigned by its jurisdiction of organization, (b) Buyer shall maintain the Product and keep the Product in good repair and working condition, and (c) Buyer shall not convey, sell, lease, transfer or otherwise remove the Product from Buyer's facilities, without the prior written consent of Meritech.

**DEFAULT:** Meritech may enter Buyer's principal place of Business upon prior written notice, and any amounts outstanding as of the date thereof, including without limitation, accrued interest, shall become immediately due and payable if Buyer (a) breaches any covenant, obligation, or warranty specified herein, (b) fails to make any payment due hereunder or pay any other obligations after such obligations are due and Meritech has provided Buyer with notice of such default, (c) becomes insolvent, enters into bankruptcy or a receiver is appointed in respect of any of its business or Buyer makes an assignment for the benefit of creditors, or (d) breaches any other provision of these Terms and Conditions.

**ENFORCEMENT:** The exclusive forum for adjudication of any controversy or dispute relating to the interpretation of or performance under or any matter relating to these Terms and Conditions or the Product shall be the state or federal courts located in the City and County of Denver, Colorado. Buyer waives any objection which it may now or hereafter have to such venue of any such action, suit or proceeding or any claim of forum non conveniens, and irrevocably submits itself to the nonexclusive jurisdiction of any such state or federal court for the purposes of any such action, suit or service proceeding.

**WAIVER:** Any waiver by Meritech of these Terms and Conditions or any defaults hereunder shall not constitute a waiver of the remaining Terms and Conditions or of any partial invalidity or unenforceability, and no failure or delay in exercising any right hereunder shall operate as a waiver thereof.

**SEVERABILITY:** If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

**GOVERNING LAW:** This transaction shall be governed in all respects by the laws of the State of Colorado, without regard to its conflict of laws provisions. THE U.N. CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS SHALL NOT GOVERN NOR APPLY TO ANY MATTERS ADDRESSED HEREIN OR RELATED HERETO.

**SUCCESSORS AND ASSIGNS:** These Terms and Conditions and everything herein contained shall inure to the benefit of and be binding upon Buyer, Meritech and each of their heirs, executors, administrators and permitted successors and assigns.

**ENTIRE AGREEMENT:** This document constitutes the entire, complete, and exclusive agreement between Buyer and Meritech with respect to the subject matter hereof. All prior proposals, negotiations and representations, if any, including any purchase orders or written quotes, that are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Meritech.