

Terms & Conditions

1. **PAYMENT TERMS:** Cash before delivery unless otherwise agreed to in writing by LDI
2. **FREIGHT:** FOB Portsmouth, NH unless otherwise agreed to in writing by LDI
3. **LEAD TIME:** Lead times vary by product. Please refer to the order confirmation you receive after placing an order. LDI is not responsible for expedited freight for any items.
4. **CANCELLATION / ADJUSTMENTS OF ORDER:** LDI processes orders for product already in stock quickly. We often ship same day as receipt of order. If Buyer should cancel an order for a stock item after the product is shipped, Buyer is responsible to accept the order. At LDI's sole discretion the material may be returned for a 25% restocking fee.

In the event an order is placed for "standard product" and the expected shipment date stipulated in the order confirmation is NOT acceptable to the Buyer, the buyer must notify LDI within 2 business days of the order confirmation being sent to cancel or adjust the order. If no cancellation or adjustment request is received by LDI within 2 business days of an order acknowledgement being sent then the order CANNOT be cancelled. In some instances, as a gesture of goodwill, LDI may allow for the cancellation, but we reserve the right to pass along costs incurred in the form of a restocking fee.

Items deemed to be "special order" or "custom", CANNOT be cancelled or returned once raw materials have been ordered. In some instances, as a gesture of goodwill, LDI may allow for the cancellation, but we reserve the right to pass along costs incurred in the form of a restocking fee.

5. **RETURN POLICY:** Returns are intended ONLY for product that is out of specification. LDI will credit or reimburse the customer for the price of unused products that are agreed to be out of specification. The customer must notify LDI of the type of defect and return a sample illustrating the problem. LDI is not responsible or liable for any other customer costs related to this defect.

Product opened and/or determined to be within specification CANNOT be returned.

In some instances, as a gesture of goodwill, LDI may allow for the return of product that is determined to be within specification, but we reserve the right to pass along costs incurred in the form of a 25% restocking fee. No returns will be accepted without written authorization. All return requests must be received within 90 days of receipt of goods. Credit will only be given if the return is received within 30 days of authorization being granted.

6. **SHELF LIFE:** Some, but not all LDI products have an expiration date. If the product has an expiration date it will be stamped on the product packaging. We guarantee that product we ship will have a minimum remaining shelf life of 90 days.

7. **WARRANTY AND LIMITATION:** LDI warrants that its products are free from defects in material and workmanship and are in compliance with the agreed to written specifications, if any, LDI has supplied for the products. LDI's exclusive obligation under this warranty, at its option, is replacing, repairing or issuing credit for the amount paid for the products. LDI will have a minimum of 30 days to resolve any significant quality dispute. LDI disclaims any warranty of its products, express or implied, except as specifically set forth in this paragraph including, but not limited to, the warranties of merchantability and fitness for a particular purpose. No other statement, description or promise of any kind constitutes a warranty. Under no circumstances will LDI be liable for any damages or loss (including, without limitation, direct, consequential, economic, indirect and other damages, loss of

production or down time) under any theory of liability, except for replacing, repairing or issuing credit for the products.

8. **LIMITED OFFER:** LDI offers to sell products only on the terms and conditions included (a) in our offer or quotation letter and (b) in this terms and conditions document. Our offer, and the Buyer's acceptance of it, is expressly limited to such terms and conditions. LDI objects to, and rejects any attempt to include, any additional or different terms or conditions in any acceptance of any offer. Regardless of the Buyer's inclusion of any different or additional terms, any resulting agreement is limited to LDI's terms and conditions.

9. **FORCE MAJEURE:** Acts of God, strikes, civil disorder, government actions, and other unforeseeable, unavoidable occurrences will release LDI from its obligations for the length of the occurrence and to the extent of its effects. This also applies when these occurrences take place at a time in which LDI is in default.

LDI is obligated to provide this information to the Buyer as soon as reasonably possible under the conditions and to adapt its obligations to the altered circumstances in good faith.

10. **PRICE CHANGES:** In the event of increases in the cost of raw materials or of other impact items, LDI reserves the right to increase the sales price to the Buyer accordingly.

11. **PROPRIETARY RIGHTS:** LDI reserves the right to keep technical, trade secret, patent and costing information proprietary.

12. **TERMS:** Sales under these terms and conditions to the Buyer are conditional upon Buyer's assent to these terms. These terms are in lieu of any Terms submitted by the Buyer and Seller rejects all additional or different terms and conditions of Buyer. Buyer's performance, or acceptance of, or payment for, any products from Seller will constitute Buyer's acceptance of these Terms. These Terms, together with the associated description of the products, quantities and pricing terms that are the subject of the purchase and sale transaction under these Terms, constitute an "Order".

These Terms and Conditions supersede all prior terms and conditions.

Updated: 08/20/2020