

## 1864 Nagle Avenue Manitowoc, WI 54221-1810 920) 682-6877 FX: (920) 684-7210

PH: (920) 682-6877 FX: (920) 684-7210 website: www.LDI-Industries.com email: sales@LDI-Industries.com

## **TERMS & CONDITIONS OF SALE**

ACCEPTANCE	This transaction shall be subject to the following terms and conditions of sale unless the buyer specifically rejects such conditions within forty-eight (48) hours following receipt of acknowledgment or upon acceptance of the goods, whichever comes first.
PRICES	Price quotations are valid for acceptance within thirty (30) days from the date of issuance. After thirty (30) days, prices and terms are subject to change without notice. Quoted quantities are stand alone per release.
ORDER MINIMUMS	All individual orders are subject to a minimum billing charge of \$100 per order, unless otherwise specified. All blanket orders are subject to a \$500 minimum net release, unless otherwise specified.
SPECIAL CHARGES	\$25/order: Customer Drop Ship (applies to PO's less than \$250.00 net) \$50/ea item: Welding/WPS Certification, Material Certification, Paint Certification, Certificate of Conformance (C of C), Leak Test C of C \$250/ea item: PPAP, ISIR, FAI or CWI Inspection Report Engineering & Order Expedite Charges are determined on a case-by-case basis
NON- STANDARD PRODUCTS	Specialty quoted, non-standard products are of a non-cancelable/non-returnable nature. The Seller reserves the right to over/under ship specialty quoted, non-standard products by 10%.
TERMS	Payment terms are net thirty (30) days, unless other arrangements have been mutually agreed upon. Invoices remaining unpaid after the assigned due date shall be subject to a Service Charge of 1-1/2% per month (18% per annum).
FREIGHT	Unless otherwise stated, all products are sold F.O.B. shipping point.
CLAIMS / RETURNS	All claims for product defects, shortages, damage, or any corrections to our invoiced amounts, must be presented to the Seller within 10 days of the receipt of goods. Orders cannot be canceled, reinstated, held, specifications changed, or goods returned without Seller's prior authorization. Standard stock products (if in new and unused condition) may be returned up to three (3) months from date of purchase. All returns require a Seller issued Return Goods Authorization Number. Goods received without proper authorization will be refused and returned back to the Buyer. Approved returns will be credited at the original invoice price less a 30% deduction for handling/inspection, subject to a minimum restocking charge of \$50, whichever is higher. All goods returned are at Buyer's risk and must be returned with freight charges prepaid.
WARRANTY	Seller warrants that the products sold shall be free from defects in material and workmanship for a period of one (1) year from the date of shipment. This exclusive quality warranty shall terminate after one (1) year from the shipment of the goods.
LIMITATIONS OF LIABILITY	The Seller's responsibility in respect to product defects/failures is limited in all cases to the repair and/or replacement of the subject goods in question only at the Seller's discretion. Under no circumstances shall the Seller be held liable for any consequential - either direct or indirect damages, nor for any claims for labor, repair, and/or any other expenses related to the removal, repair, and/or replacement of said goods in questions at the customer location, or their customer's location, without prior approval from the Seller.

**ISO 9001 Certified**