



**LDPI INTERNATIONAL**  
**Terms and Conditions of Sale**

LDPI, INC.  
4404 Anderson Drive  
Eau Claire, WI 54703 USA  
Phone 800 854-0021  
Fax (715) 839-8145  
www.ldpi-inc.com

**1. EXCLUSIVITY OF TERMS:** These terms and conditions, together with any International terms and conditions contained on our website [www.ldpi-inc.com](http://www.ldpi-inc.com), any quote, invoice, order acknowledgment, other correspondence, or any other purchase documents issued by us, constitute the entire agreement of LDPI, Inc. ("Seller") and the Buyer ("Buyer"). Our agreement is a legally binding agreement between us. Neither of us may cancel any agreement between us unless we both agree in writing. THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. These Terms and Conditions supersede all previous correspondence between Buyer and Seller, both written and oral, including any purchase orders that may have been submitted by the Buyer. Any term specified on our invoice or order acknowledgment supersedes any specific term in these Terms and Conditions. Requests for change orders telephoned, mailed, emailed or faxed to Seller shall be considered written and approved by Buyer if Seller agrees to such change and commences engineering or production changes. These changes shall be binding even if Seller has not yet quoted an amount for the change. If quoted, the quoted amount shall be deemed accepted by Buyer. If not yet quoted, Seller shall be entitled to an equitable adjustment to price and delivery terms, not less than its standard shop rates and burden rates applicable to the Buyer in the base agreement.

**2. PURCHASE PRICE:** All prices and payments are in U.S. Dollars. Unless ICC Incoterms 2010 specifies differently in a particular situation, the purchase price is exclusive of any (i) sales, use, or other taxes, (ii) customs charges or tariffs, (iii) insurance costs, (iv) crating and shipping, (v) storage and demurrage costs if Buyer elects to delay the shipment date (vi) expedited manufacturing costs, (vii) surcharges for raw materials, (viii) engineering and design charges, (ix) change orders, and (x) bank fees and charges. Any taxes may be added to the purchase price unless a valid US exemption certificate is provided by the Buyer. In the event that Buyer has a credit balance with Seller, Buyer has one (1) year from the time of issuance to use the credit balance. IF NOT APPLIED OR REQUESTED WITHIN ONE (1) YEAR, ANY REMAINING BALANCE SHALL BE SUBJECT TO CANCELLATION AND SELLER SHALL HAVE NO FURTHER LIABILITY TO BUYER.

**3. RIGHT OF WITHDRAWAL:** Seller shall have the right to withdraw any offer or rescind any sale if it is determined to be in violation of any U.S. trade laws or regulations.

**4. TERMS OF PAYMENT:** In the absence of pre-agreed credit terms or financing, all payments must be in cash or via irrevocable (i) Letter of Credit confirmed by the US Bank, Minneapolis, MN USA, or (ii) Letter of Credit issued by a foreign bank and advised by a US Bank. Terms of payment will be determined by seller. The cost of all letters of credit shall be in addition to the Purchase Price and paid by Buyer.

**5. IMPORTATION AND PERMITS:** Buyer represents that it is purchasing the order for purposes of exporting from the U S and importing the order into the country specified in the purchase order or shipping documents. Buyer agrees that the order will be shipped to the destination specified in compliance with all laws of such country and there shall be no re-export or diversion of the order.

**6. FOREIGN CORRUPT PRACTICES ACT:** Buyer acknowledges that it is not an agent of Seller and represents and warrants that it will not pay anything of value (monetary or otherwise) to any government employee or official in connection with the resale of the order.

**7. DELIVERY:** Any term of delivery specified is tied to the date Seller issues its Order Acknowledgement and is only an estimate. Seller does not guarantee the delivery date, but will make a good faith effort to do so. Seller may make partial shipments and submit a separate invoice for each shipment. All shipments will be subject to the ICC Incoterms 2010 freight terms set forth on Seller's invoice. Absent specific terms, the methods and route of shipment shall be at Seller's discretion. If the Incoterms specified or if Buyer shall specify the method or route of shipment, any additional cost shall be the responsibility of Buyer. Delivery for shipment to Buyer of designs, shop drawings, equipment or materials to a carrier or vessel in accordance with the specified Incoterms shall constitute delivery by Seller to Buyer. Seller shall not be liable for any failure to design, manufacture or deliver, or for any delay in the design, manufacture or delivery of, any order sold or to be sold by it if such a failure or delay or inability to obtain transportation, inability to obtain materials, shortage of fuel, failure of sources of suppliers, labor disputes, accident, riot, war, terrorist act, embargo, restraint or demand of the United States or of any other government, non-fulfillment by Buyer of conditions of payment, natural disaster, or any other cause beyond the control of Seller. If at any time Seller shall be prevented by any of the above causes from supplying all or any part of Buyer's order and to its other customers under contract, Seller shall have the right to prorate the quantity then deliverable to Buyer and to its other customers.

**8. ACCEPTANCE OF GOODS:** Buyer shall be deemed to have accepted an order at the time the order leaves Seller's sole control, but in no event later than 30 days following date shipment is commenced unless it has previously notified Seller of any claim. All claims for damage in transit shall be submitted directly to the carrier and noted on the shipping documents prior to acceptance of the goods by the receiving party. If there is no notation made on the shipping documents a freight claim against the carrier may not be available to the Buyer. Therefore Buyer shall be deemed liable for any freight damage if the goods are accepted without notation of damage on the shipping documents.

**9. SECURITY INTEREST:** Seller retains a purchase money security interest in all unpaid goods and these goods shall remain personal property until the unpaid purchase price, and any costs, are paid in full. By signing any quote, purchase order, request for purchase or quotation, order confirmation or contract, Buyer shall be deemed to have provided an authenticated signature under the Uniform Commercial Code (UCC) and these terms shall be deemed incorporated by reference into all such writings. Buyer shall allow Seller to file any financing statement evidencing this security interest and these terms shall be deemed by the parties to constitute a security agreement under the UCC. Until paid in full, Buyer shall not encumber, allow any lien to attach or convey the goods. Buyer shall be responsible for maintaining insurance on all unpaid goods for the invoice amount. Seller may reclaim any order in transit if Seller becomes aware that Buyer shall not pay the purchase price in full upon completion of the shipment.



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**10. INSTALLATION:** This Agreement is limited solely to the sale of the order described on the front side, and Seller has no obligation to install the order. Buyer assumes all liability for installation of the order and shall be responsible for ensuring that the installation complies with applicable laws and regulations. Seller manufactures its product to comply with stated U.S. industrial and safety standards and regulations. Because other national and local industrial and safety standards may vary significantly, Seller cannot guarantee that its products meet the laws or requirements of Buyer's locality. Buyer assumes the responsibility for compliance with the industrial and safety standards and regulations in the actual place of sale or use. Buyer indemnifies, holds harmless, and agrees to defend Seller from any and all claims, damages, liabilities and expenses resulting from negligent installation of the order, installation that does not comply with such laws and regulations, or violation of any such law or regulation.

**11. LIMITED WARRANTY:** The Seller warrants to the original end user that any unaltered equipment designed, manufactured by and purchased from Seller, if properly installed, operated, maintained and inspected in an unmodified condition, in accordance with the Seller's instructions and Service Manual, operated, and maintained, and used under normal operating parameters specified to Seller by Buyer at the time of manufacture, shall be free from defects in workmanship and materials for a period of one (1) year from the date the order is shipped from the facilities of the Seller. This warranty does not apply to orders manufactured by third parties or for any work or modifications performed by Buyer or third parties. The obligations of the Seller, and the Buyer's SOLE AND EXCLUSIVE REMEDY, shall be limited to one of the following, at the Seller's option: (a) the repair or replacement of defective parts, provided, however, the Buyer shall be responsible for the payment of all labor costs associated with any such repair or replacement; or (b) in the event the Seller is unable to repair or replace the defective parts, the Buyer shall be entitled to a refund of the costs of the parts. The Seller shall have no obligation under this Limited Warranty for ordinary wear and tear, damage, improper installation or modification, improper or inadequate maintenance or inspection or if the order as used or installed does not comply with local, state, and federal laws or regulations. Seller's warranty shall not apply to any goods manufactured to Buyer's design or specifications. The Seller makes no warranty of any kind whatsoever with respect to parts which are manufactured or supplied by other persons or organizations (an OEM); provided, however, the Seller shall reasonably assist the Buyer in connection with warranties, if any, provided by an OEM. Seller's service, installation and instruction manuals are written in English and Seller shall not be responsible for translation of the manuals into another language.

**12. RETURN MERCHANDISE:** Return goods will not be accepted unless a prior agreement has been reached between the Seller and Buyer. Merchandise must be returned, freight prepaid, and in original factory cartons. All parts returned for repair, replacement, or refund (which refund may be in the form of credit to the buyer's account) are subject to a minimum 25% restocking fee plus transportation costs. A 50% restocking fee will apply if material is not accompanied with proper Return Material Authorization (RMA) numbers. Request for authorization to return material must be made within 60 days from the date of shipment.

**13. DISCLAIMERS OF WARRANTIES:** THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, OR ANY OTHER OBLIGATION ON THE PART OF THE SELLER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any models, drawings, plans, specifications, affirmations of fact, promises or other communication by the Seller with reference to the order or the performance of the order are solely for the convenience of the Buyer and shall not in any way modify the expressed warranties and disclaimers set forth. No agents or other parties are authorized to make any warranties on behalf of the Company or to assume for the Company any other liability or obligation in connection with the order.

**14. CONSEQUENTIAL DAMAGES:** The Seller shall not be liable for any incidental or consequential damages arising from the order, the breach of any warranties, the failure to deliver, delay in delivery, delay on nonconforming condition, or for any other breach of contract or duty between Seller and Buyer. In no event shall the Seller's total liability for any or all breaches of any warranty, exceed the actual purchase price paid by the Buyer for the order.

**15. LIMITATIONS OF ACTIONS:** Any action against the Seller must be commenced within one (1) year after the cause of action accrues.

**16. CANCELLATIONS:** If Buyer cancels any agreement with Seller without Seller's prior consent or if Buyer fails to pay any amounts due to Seller, Seller can at its option deem Buyer's actions to be in breach of any agreement. Order cancellations will be subject to all expenses incurred by Seller including direct labor and materials, engineering costs, special parts purchased and production time, any direct or incremental costs and administrative costs to process the termination of any order. These expenses are the responsibility of the Buyer. If an order is cancelled after shipment is made or delivery is refused at destination, all costs for any and all further actions such as storage, rerouting or return of shipment will be the responsibility of the Buyer. Any purchase order already in the manufacturing process will have a minimum of 25% value of order assessed to the Buyer or in any circumstance an amount established by Seller. No cancellation of a "Plans and specifications: Special Order / Non Catalog Items" will be allowed once acknowledged.

**17. PLANS AND SPECIFICATIONS:** Seller does not assume responsibility for orders shipped in accordance with the information supplied on or with Buyer orders in regards to Buyer approved drawings, non-standard fixture modification, lighting layout or custom designed application of product. Acceptance of any custom production item requires customer written authorization and signature. Seller shall have no liability to Buyer whatsoever for products manufactured to Buyer's design or specifications. Seller has the right to modify the specifications to its product(s) and make running changes to its product(s) design.

**18. BACKCHARGES:** Seller will not approve or accept returns or backcharges for labor, materials, or other costs incurred in modification, adjustment, service or repair of an order unless previously approved by Seller in writing.



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**19. CHANGES IN DESIGN:** Seller reserves the right to modify the design and construction of the order to incorporate improvements or to substitute material equal or superior to that originally specified.

**20. TRADEMARKS, COPYRIGHTS, AND INTELLECTUAL PROPERTY:** Buyer acknowledges that it has no right, title, or interest in the trademarks, copyrights, or intellectual property of Seller and covenants that it will take no action to register or otherwise interfere with such rights of Seller.

**21. MISCELLANEOUS:** All terms used are used as defined in the Uniform Commercial Code, as adopted in the State of Wisconsin, and this Agreement, shall be governed by the laws of Wisconsin and not the U.N. Convention on Contracts for the International Sale of Goods.

**22. DISPUTE RESOLUTION:** Any action by Seller for nonpayment of the Purchase Price or for any other default or claim under these Terms and Conditions or the underlying transactions between the parties, may be brought only by arbitration in Eau Claire, Wisconsin U.S.A. under the Rules of the Arbitration Association (to the extent the Rules do not regulate a matter the UNCITRAL arbitration rules shall be incorporated by reference, but only for the matter not addressed in the Wisconsin Rules, by one (1) arbitrator appointed in accordance with the Wisconsin Rules. In any arbitration the arbitrator shall apply these Terms and Conditions and the laws of the State of Wisconsin as the terms governing the transaction and the conduct of the parties.