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

# LDPI, Inc. T-n-C Overview[1]

ORDERS:
$200.00 minimum order required. All items must be ordered by their catalog number. Please specify voltage, wattage and any options sought.

CREDIT POLICIES:
All requests for an open account (Net 30) are subject to credit approval. Customers must complete a credit application and allow at least one week for processing.
To expedite your initial order, please send a check for full amount and include shipping and handling charges.

TERMS:
Our standard terms: Net 30 days with prior approved credit.
All accounts unpaid at maturity will be charged interest at a rate of 18% PER ANNUM. Subsequent orders will be shipped C.O.D. or prepay only.

DELIVERY:
Standard shipping time is two weeks unless special arrangements are made prior to time of order.

FREIGHT:
All shipments are F.O.B. LDPI's factory, located in Eau Claire, WI. We reserve the right to select the carrier on all shipments unless special arrangements are made at time of order. In addition to the purchase price the customer will be charged shipping and handling charges set forth on the invoice.

CLAIMS:
All LDPI® merchandise is inspected prior to shipping. Our liability ceases upon acceptance of merchandise by the carrier. DO NOT DEDUCT for damaged merchandise when paying invoices, as carrier reimburses the consignee. Therefore, all claims must therefore be filed with the carrier at the time of receipt and noted on the Bill of Lading. We cannot accept freight claims if the Bill of Lading does not contain a notation of the existence of damage. We will assist in collecting your claim, but the liability for payment of the claim remains with the carrier.

RETURNS:
Authorization must be obtained from LDPI prior to returning merchandise to us. A request for authorization to return material must be made within 60 days from the date of shipment. We will issue a RETURN MATERIAL AUTHORIZATION (RMA) NUMBER. Merchandise must be returned, freight prepaid, and in original factory cartons. A minimum restocking charge of 20% applies on returns. Only standard catalogued merchandise may be returned. Custom made and modified versions of our standard product are not subject to return. A minimum 50% restocking charge will apply, if standard merchandise is returned without a proper RMA.

## PRICING:

We make every effort to provide pricing information to you in a timely manner. However, prices and terms are subject to change without notice.

[1] This Overview is not a substitute for the detailed Terms and Conditions.
If there is a difference between this Overview and the detailed Terms and Conditions, the Terms and Conditions govern the relationship.

**LDPI Terms and Conditions of Sale**

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## LDPI, Inc. General Terms and Conditions:

1. EXCLUSIVITY OF TERMS: These terms and conditions, together with any terms and conditions contained either on the front side of this document or any other purchase documents issued by us constitute the entire agreement of LDPI, Inc. ("Seller") and the Buyer named on the front side ("Buyer"), and 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 the front side of this document supersedes any term on this side of the Agreement. This writing is not an acceptance of any offer made by Buyer and specifically rejects any additional or conflicting terms in Buyers acceptance documents which are deemed a material alteration and therefore rejected. 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: The purchase price is exclusive of any sales, use, excise, value added tax, custom or duty or any other fee imposed on or measured on the transaction regardless of type ("taxes"). Any taxes shall be paid by the Buyer. In the event that Seller shall be required to collect or pay any taxes, Buyer shall reimburse Seller for such taxes. Seller may invoice Buyer for any taxes, and add such amount to the purchase price unless a valid exemption certificate is provided by the Buyer. The purchase price shall be adjusted for change orders.

3. TERMS OF PAYMENT: Unless otherwise specified by the Seller, all prices are 30 days, net cash, subject to Seller's approval of Buyer's credit. If any payment is not made when due, Seller may impose interest on the unpaid balance of the purchase price ( including change orders, taxes, freight and handling) at the rate of 18% PER ANNUM, unless such rate is prohibited by law, in which case, the highest rate permitted by law shall apply. Additionally, Buyer shall pay all costs of collection incurred by Seller, including reasonable attorneys' fees. If Buyer fails to pay any sum when due under this Agreement, Seller may declare all payments owing under this Agreement and any other agreement with Buyer, to be immediately due and payable and may refuse to perform any obligations then remaining unperformed under this Agreement or any agreement with Buyer.

4. DELIVERY: Any term of delivery specified is tied to the date Seller receives Buyer's signed copy of this Agreement, 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. Unless otherwise specified, all shipments will be F.O.B. Seller's plant, Eau Claire, Wisconsin unless otherwise specified, delivery for shipment to Buyer of designs, shop drawings, equipment or materials to a carrier at Seller's plant in Eau Claire, Wisconsin, shall constitute delivery by Seller to Buyer. All orders are shipped at Buyer's risk and Seller shall incur no liability for any order damaged, broken or lost in transit. 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 the 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.

5. ACCEPTANCE: Buyer shall be deemed to have accepted an order no later than 30 days following receipt unless it has previously notified Seller of any claim. All claims for damage in transit shall by submitted directly to the carrier and noted on the Bill of Lading prior to acceptance of the goods. If there is no notation made on the Bill of Lading, Seller cannot process a freight claim against the carrier. Therefore Buyer shall be deemed liable for any freight damage if the goods are accepted without notation of damage on the Bill of Lading.

6. SECURITY INTEREST: Buyer grants Seller a purchase money security interest in all unpaid goods (which shall serve as the collateral for this security agreement) and these goods shall remain personal property until the unpaid purchase price, and any costs, are paid in full. This purchase money security interest shall apply wherever these goods are located. 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. In the event that the goods are not paid under the terms of Seller's invoice such nonpayment shall act as a default and allow Seller the right to exercise its security interest in the collateral. In the event that the goods are affixed to real property Buyer acknowledges that Seller may file a mechanics lien against the property to which the goods are affixed.

7. INSTALLATION: This Agreement is limited solely to the transaction 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 federal, state and local health and safety laws and regulations. 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.

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8. LIMITED WARRANTY: The Seller warrants to the Buyer that any order designed, manufactured and sold by the Seller, if properly installed, in an unmodified condition, in accordance with the Seller's Service Manual, operated, and maintained, and used under normal conditions, 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 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. 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.

9. WARRANTY PERFORMANCE PROCEDURE: All parts returned for repair, replacement, or refund (which refund may be in the form of a credit to the buyer's account), are subject to a minimum 20% restocking fee. A 50% restocking fee will apply if material is not accompanied with proper Return Materials Authorization (RMA) numbers. Request for authorization to return material must be made within 60 days from the date of shipment.

10. 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.

11. 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 equipment.

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

13. MANUFACTURING DESIGNS AND PRORPIETARY PROPERTY: All copyrights, trademarks, plans, drawings, product designs, specifications, parts manuals, installation instructions, trade dress, and product ergonomics are the proprietary property of Seller ("Intellectual Property"). Buyer acknowledges Sellers investment in its Intellectual Property. Buyer represents and warrants that it is purchasing Seller's product(s) in order to obtain Seller's product(s) for its use, or resale for use, and will, either directly or through any third party, (i) respect Seller's Intellectual Property as being the property of Seller, and (ii) not reverse engineer, pirate, copy, replicate in any other manner Seller's product(s) or in any other way assist any other person in so doing.

14. CANCELLATIONS: Order cancellations will be subject to all expenses incurred by Seller including engineering costs, special parts purchased and production time. 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 storage, rerouting or return shipment to 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.

15. 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 of signature.

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

17. 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.

18. MISCELLANEOUS: All terms used herein, which are defined or given meaning in the Uniform Commercial Code, as adopted in the State of Wisconsin, and this Agreement, shall be governed by the laws of Wisconsin.

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