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## TERMS AND CONDITIONS OF SALE

### Exclusive Terms

The Terms and Conditions presented here apply to all orders placed and sales made through Index-d, LLC. By purchasing from Index-d, LLC, you (the Customer) agree to these Terms and Conditions. No other terms shall apply unless agreed to in writing and signed by an authorized representative of Index-d, LLC. Additional, varied, or conflicting terms in Customer's Purchase Order, or elsewhere, shall not apply.

### Prices & Shipping Charges

Prices are F.O.B. Index-d's warehouse, Bridgeport, Connecticut, unless stated otherwise. Index-d reserves the right to change prices without notice.

Unless otherwise specified, most orders ship via UPS or FedEx ground and shipping charges will be added to Customer's invoice. Shipping charges will be assessed according to the carrier's published rates. Upon request, shipping can be charged to a customer's carrier account. For shipments made on a customer's account, carrier insurance is selected for the full value of the shipment.

### Payment Terms

Default payment terms are 100% in advance of shipment. For Customers with an open account, who have applied for and been approved for credit, standard payments terms are net thirty (30) days from date of invoice. Index-d will invoice at time of shipment.

Past due balances are subject to late payment charges of 1.5% per month. Customer shall be responsible for costs and expenses incurred in the collection of past due balances, including reasonable attorney's fees.

Items made-to-order and Special Order items will require a 50% deposit at time of order and may be subject to payment in full prior to shipment. Large quantity orders and/or orders having a value greater than \$15,000 may require 50% deposit along with cancellation penalties. Special terms for large quantity and large value orders to be specified on the sales order and agreed by both parties prior to Index-d accepting the order.

Only checks, money orders, ACHs, or wires are accepted for any payment greater than \$15,000.

### **Cancellation of Orders**

All order cancellation requests must be made in writing. Generally, no cancellation fee will be applied for cancellation requests received prior to an order being released for production, or prior to a stock order being shipped. Cancellation requests for made-to-order and Special Order items will be assessed on a case-by-case basis and may be rejected at Index-d's sole discretion. If a cancellation is accepted, Index-d will endeavor to minimize the costs of cancellation. However, a cancellation fee of up to 80% of the order value may apply.

### **Returns**

Except as otherwise provided, no items will be accepted for return after 30 days from the date of shipment. To return merchandise, you must contact Index-d for a Return Merchandise Authorization (RMA) number.

No returns will be accepted without an RMA number. Include with your return a copy of your invoice or packing slip with the RMA number noted on it. Returns will only be accepted for unused merchandise in its original packaging and condition. Shipping charges for returned items must be prepaid. Returns of stock items are subject to a restocking charge of 25%, but no less than \$50.

Special Order and made-to-order items are generally not returnable. Should we elect to accept a return of these items, restocking charges of 50% to 75% may apply. Goods returned because of verified defects in material or workmanship will not be subject to restocking charges.

### **Order Discrepancies, Damaged or Lost Shipments**

The Customer is responsible for inspecting orders at time of receipt. Any claims for damaged merchandise, or for discrepancies found between the order placed and the merchandise received, must be made in writing within five (5) calendar days of receipt of the merchandise. Any order for which a claim is not received within this five day period shall be deemed finally inspected and accepted by the Customer.

All damages must be noted on the delivery receipt, and a copy thereof e-mailed or faxed to Index-d. Provide whatever other documentation of the damage as is possible, e.g., digital photos of damaged packaging and goods. Damaged or lost shipments arranged by the Customer with Customer's own carrier are subject to the terms and conditions of Customer's carrier and claims should be made directly with Customer's carrier.

### **International Orders**

Unless otherwise provided, orders being shipped outside of the United States and its territories are subject to full payment in advance and will only be shipped F.O.B. Bridgeport, Connecticut. Customer shall be responsible for all shipping, export/import requirements and fees, and duties.

### **Warranties**

Except as otherwise stated, the only warranties applying to goods sold are those, if any, specifically provided by the manufacturer to be honored by the manufacturer. As a distributor, we make no warranties, expressed or implied, of performance, merchantability, workmanship, quality, durability, or suitability. Our obligation is limited only to the repair or replacement of defective parts or, at our sole option, to the refund of the purchase price.

This warranty is exclusive and in lieu of any and all other warranties, whether written or oral, expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. In no event shall we be liable for any lost profits, incidental, special, indirect, punitive, or consequential damages of any nature. A full refund will be given for any defective item, subject to our inspection, returned to us in its original packaging and received by us within 30 days of the date of shipment from us.

### **Compliance with Laws**

Index-d shall not be responsible for how products are used or installed, or for the product's conformance to federal, regional, state, or local codes or regulations. Index-d does not guarantee compliance with any law and assumes no responsibility for how items are used or installed. The Customer has the sole responsibility for compliance with all applicable codes, regulations, and laws.

### **Limitation of Liability**

Index-d shall not be liable for any incidental, special, indirect, punitive or consequential damages, however caused and on any theory of liability, arising from the purchase, use, or further sale of products sold, supplied, or furnished by Index-d, from defects in such products, or by the failure of Index-d to deliver ordered products within a given frame of time. In no event shall our liability exceed the price of the goods sold, supplied, or furnished by Index-d.

**Taxes**

Customers are fully responsible for payment of all applicable state and local tax, or for providing a valid sales tax exemption certificate.

**Applicable Law**

Unless stipulated otherwise in writing by Index-d, these Terms and Conditions shall constitute the entire agreement between Index-d and the Customer, and shall be governed and construed according to the laws of the State of Connecticut.