

## Terms and Conditions

**PAYMENT TERMS:** Cash before delivery unless otherwise agreed to in writing by LDI.

**FREIGHT:** FOB Portsmouth, NH unless otherwise agreed to in writing by LDI.

**RESERVE POLICY:** Print patterns are made to order; reserves do not apply. However, solids are kept in inventory and customers may reserve material when an order is expected within 2 weeks. We ask that the reserve number is referenced on the purchase order.

- Reserves expire two weeks from the date they are entered. If a customer needs to extend a reserve when it expires, we will extend it for 2 additional weeks. However, during the extension, we reserve the right to sell the material unless the customer places an order within 48 hours of being notified that we need the inventory.

**COMMERCIAL MATCH / COLOR MATCHING:** Color varies from one production lot to the next. With EnviroLeather™ prints there can be slight variation from one roll to the next. Memo samples and color cards with small swatches are made for specifiers to reference the target color. There may be a slight shift in this target over time as new memo samples and color cards are created. *We guarantee production lots and each roll will match the then current master within commercially acceptable limitations.* If a “commercial match” is not adequate, it is the customer’s responsibility to request a cutting for approval when an order is placed. Also, it is suggested you request updated memo samples for your library from time to time to ensure color accuracy.

- Important note regarding EnviroLeather™ Prints. This product is made to order in small batches. There is no cutting for approval. Again, we guarantee production lots and each roll will match the current master within commercially acceptable limitations.

**ROLL WEIGHTS:** The maximum weight of 1 roll will not exceed 60 lbs.

**PIECE SIZE POLICY:** Our goal is to ship as few pieces as possible; however, available roll sizes vary. We cannot guarantee to ship single pieces for orders larger than 13.875 yards.

- The minimum piece size is 7 yards.
- Requests to break an order down into smaller piece sizes can be accommodated but may incur an additional cut charge of \$10.00 per extra cut.

## DEFECT POLICY:

- Pieces 7 yards or smaller will be free of defects.
- Pieces 7.125 yards to 15 yards may have 1 defect.
- Pieces 15.125 yards to 25 yards may have 2 defects.
- Pieces larger than 25 yards may have no more than 3 defects.

WIDTH VARIATION: All upholstery products are intended to be 54" wide. However, from time to time we may send product that is wider, or up to 1/2" narrower.

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. Typical lead time:

- Stock items (solids) is less than one week for shipment.
- Print patterns is 3 weeks for shipment.
- Special treatments are dependent upon schedule at the time of order.
- Custom solids is 10 weeks for shipment.

MINIMUM ORDER QUANTITIES: Minimum order quantities vary by product.

Typical minimum order quantity:

- Stock items (solids) is 1 yard and quarter yard increments thereafter.
- Print patterns is 5 yards and quarter yard increments thereafter.
- Special treatments will be identified on a case by case basis.
- Custom solids is 300 yards and have a yield tolerance of +/- 10%.

CANCELLATION / ADJUSTMENTS OF ORDER: LDI processes stock orders quickly. We often ship same day as receipt of order. If Buyer should cancel an order for a stock item after the product is cut, Buyer is responsible to accept the cut material portion of the order. At LDI's sole discretion, the material may be returned for a 25% restocking fee. If Buyer should cancel an order for a stock item after it ships, the material may be returned for a 25% restocking fee.

- Print patterns are printed on demand, thus CANNOT be canceled or returned once manufacturing has begun. In some instances, LDI may allow for the cancellation, but we reserve the right to pass along costs incurred as a result.
- Special order items that are processed upon request CANNOT be canceled or returned once raw materials have been ordered. In some instances, LDI may allow for the cancellation, but we reserve the right to pass along costs incurred as a result.

**RETURN POLICY:** Returns are intended for product that is out of specification prior to cutting. Material cut by the customer cannot be returned. LDI will credit or reimburse the customer for the price of uncut 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.

- All other returns must be authorized by LDI and are subject to a 25% restocking charge.
- 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.

**SHELF LIFE/STORAGE OF MATERIAL:** To ensure optimal performance, it is recommended that product be applied to furniture and installed at a facility within 1 year of the customer receipt of goods. Material should be stored in a closed bag and steps should be taken to avoid extreme heat, humidity and pressure from other rolls during storage. LDI is not responsible for material failures if the product is applied beyond the 1 year period.

**WARRANTY AND LIMITATIONS:** [Click here](#) to view current warranty information.

**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 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.

**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.

**CHANGES:** In the event of increases in the cost of raw materials or of other impact items, LDI reserves the right to pass these costs on to the Buyer. If the Buyer requests an engineering change to a product, then LDI has the right to pass along any costs associated with that change. The Buyer will be responsible for inventory and raw materials purchased for the previous construction and for validating any changes.

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

**TERMS:** Sales to the Buyer under these terms and conditions are conditional upon Buyer's assent to these terms. These terms are in lieu of any Terms submitted by the Buyer and the Seller rejects all additional or different terms and conditions of Buyer. Buyer's performance, 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”.

## **General**

This Agreement is being delivered in the State of New Hampshire and shall be governed by, and construed in accordance with, the laws of the State of New Hampshire, including all matters of construction, validity and performance without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire. All agreements, covenants, conditions, and provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. If any provision or portion of this agreement is held to be invalid, illegal, unconscionable, or unenforceable, the other provisions and portions hereof shall not be affected. The several captions used herein are for the convenience of the parties only and shall not affect the instruction or interpretation hereof.

These Terms and Conditions supersede all prior terms and conditions. 03/11/2024