

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

Shipping charges are estimated as per the information provided by the manufacturer and the transit carriers; these costs are subject to change. Shipments may be subject to duties and taxes into other countries, and the customer will be responsible for these costs. International shipments may require the customer's international shipping account information. Please note that all prices are US dollars and may be subject to international and domestic shipping charges. Pricing is good for 30 days from the date of the quotation unless otherwise stated.

Payment Terms

- **Default payment terms** are 100% in advance of shipment unless otherwise stated. All custom orders will require a 50% deposit to initiate purchase orders and/or custom shop drawings. For all MWE orders, the balance is due in order to release production. For all other customer orders, the balance is due in advance of shipment unless otherwise stated.
- **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. Checks, E-checks, ACHs, or wire transfers are encouraged for high volume/value orders. If you wish to use a credit card for your payment, a 2.5% service charge will be added to the order.
- **International Payment Terms**
 - Payment by wire transfer only in USD.
 - Customer responsible for all local duties and taxes.

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

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.

Orders that are too large to ship standard ground delivery will ship via consolidated motor freight (LTL). Items that must go motor freight are charged accordingly. The receiver has the option for the motor freight company to call to schedule a date and time prior to delivery, for an additional charge. In the event, receiver is not able to take the shipper's delivery, storage fees will apply at the shipper's standard rate. If you should not appear for your scheduled delivery you will be responsible for any shipping fees that may result. **THE CUSTOMER OR CUSTOMER'S AGENT MUST INSPECT THE SHIPPING CRATE BEFORE ACCEPTING / SIGNING FOR RECEIPT. IF YOU FIND VISIBLE DAMAGES EITHER STATE IT IN WRITING ON YOUR RECEIPT DOCUMENTS OR REFUSE TO ACCEPT THE DELIVERY AND CONTACT US IMMEDIATELY FOR FURTHER INSTRUCTION.** Once the delivery is made, the risk of loss as to damage or destruction is assumed by the receiver. The Customer has 3 days from the time of delivery to file any claim for thought to be missing or damaged items.

Shipments will be delivered "curb side". It is the responsibility of the customer/receiver to make the necessary arrangements for proper removal and unloading of the delivery from the LTL truck. Charges for Rural, Urban, Lift-Gates, Special Delivery, Saturday Delivery, or anything else requested will be at an additional fee. If additional services are requested at the time of delivery, by the receiver, or delivery address changes are made during transit additional charges may be invoiced.

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.

Ladder Systems

Use of ladders is at the owner's risk. Ladders are intended for moderate to light use, and the user should always use caution. Customers should refer to their quote/sales order for further instruction regarding secure installation and use. Index-d does not accept any responsibility for any damage resulting from noncompliance with manufacturer recommendations. Additionally, Index-d does not accept any responsibility for any damage resulting from normal use of any ladder product or component.

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

Orders shipped to CT, CA and FL are subject to sales tax. 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.

Acknowledgement

You may be required to acknowledge these terms and conditions by signing the below and returning this document to sales@index-d.com :

Name

Company

Date