

Terms & Conditions

Effective Date: September 30, 2026 **Last Updated:** September 30, 2026

These Terms are designed to allocate risk for general website use and ordinary commercial procurement while preserving the controlling effect of government solicitations, awards, mandatory law and separately negotiated transaction documents.

1. Acceptance; Business-to-Business Orientation

These Terms & Conditions ("Terms") govern general access to and use of the Leonard Strategic Works ("LSW") website, forms and online content. The website is primarily intended for business, institutional and government procurement. By using the website, a user agrees to these Terms to the extent enforceable. If a user acts for an organization, the user represents that the user is authorized to act for that organization.

2. Order of Precedence

These Terms do not replace or amend a solicitation, government award, signed contract, subcontract, accepted purchase order, negotiated terms, written quotation accepted by LSW, nondisclosure agreement or other controlling written agreement. If documents conflict, mandatory law and applicable government contract requirements control first, followed by the parties' specifically negotiated or executed transaction documents, with these website Terms applying only to the extent not inconsistent with those authorities.

3. Website Use and Prohibited Conduct

Users may not use the website unlawfully; obtain unauthorized access; interfere with operation or security; introduce malware; conduct abusive scraping or automated extraction; impersonate another person or entity; submit false, fraudulent or unauthorized RFQs or purchase orders; infringe intellectual property; attempt to bypass security; misuse contact information; or falsely imply sponsorship, authorization, affiliation or endorsement by LSW.

4. No Procurement Commitment from Website Activity

Browsing the website, submitting a form, sending an RFQ, requesting pricing, receiving preliminary information, or engaging in negotiations does not obligate LSW to quote, sell, procure, reserve inventory, extend credit, enter a contract, or perform work. LSW may decline a request before a binding agreement exists, subject to applicable law.

5. Quotes

Quotes may be based on customer-provided requirements and third-party supplier information and are subject to stated validity periods, product availability, supplier confirmation, manufacturer changes, freight, tariffs, taxes, lead times, specification verification, credit approval, and applicable law. Unless a quote expressly states otherwise, a quote is an offer subject to final acceptance under the transaction documents and does not reserve inventory.

6. Purchase Orders and Contract Formation

A customer's purchase order is subject to LSW acceptance. A binding transaction may arise through LSW's written acceptance, order acknowledgment, signed agreement, government award, performance constituting acceptance under applicable law, or another agreed method. LSW's acceptance is limited to the terms it expressly accepts. Additional or conflicting buyer terms do not automatically amend LSW's terms except to the extent applicable law or a controlling government contract requires otherwise.

7. Government Procurement

Federal, state, local, educational and other public-sector transactions may be subject to solicitation provisions, FAR clauses, agency supplements, statutes, regulations, mandatory flowdowns, purchase-order terms and award documents. LSW's official entity-level federal representations and certifications are maintained through applicable government systems. Website statements do not supersede, expand or modify official representations, certifications, exclusions, size status, socioeconomic status, cybersecurity representations, product-origin representations or contract obligations.

8. Customer Responsibilities

Customers are responsible for providing complete and accurate requirements, specifications, part numbers, quantities, delivery locations, deadlines, site restrictions, tax status, special handling needs and other material information. Customers must review quotations, acknowledgments and transaction documents promptly and notify LSW of discrepancies. LSW is not responsible for consequences caused by materially inaccurate or incomplete information supplied by a customer or its representative, except to the extent prohibited by law.

9. Product Information; Third-Party Data

LSW may rely on information from manufacturers, authorized channels, distributors, suppliers, databases and other sources. Product descriptions, images, dimensions, technical data, compatibility, certifications, origin, availability and lead times may change or contain third-party errors. LSW will use commercially reasonable efforts appropriate to the transaction but does not warrant independently generated technical information unless expressly stated in a signed writing.

10. Exact Products, Equivalents and Substitutions

When a contract requires an exact manufacturer, model or part number, LSW will not knowingly substitute a materially different item without required authorization. When alternatives are permitted, LSW may propose an equivalent or substitute. No proposed substitute becomes approved merely because it was quoted. Required customer, contracting-officer, engineer, end-user or other authorized approval remains necessary.

11. Pricing, Errors and Changes

LSW may correct typographical, clerical or obvious pricing errors before a binding agreement is formed. Pricing may change before acceptance because of supplier pricing, manufacturer changes, freight, tariffs, duties, taxes, currency, commodity changes or other market conditions. After contract formation, price adjustments are permitted only as allowed by the controlling agreement or applicable law.

12. Taxes, Duties and Government Charges

Unless expressly included, prices may exclude sales, use, excise or similar taxes; duties; tariffs; customs charges; permits; assessments; and government-imposed charges. A party claiming exemption is responsible for providing valid documentation. Allocation of taxes and charges under a government contract is controlled by the applicable contract.

13. Credit and Payment

Payment terms are established in the applicable quote, invoice, purchase order, contract or other transaction document. Commercial orders may require deposits, advance payment, credit approval or other security. LSW may suspend unperformed commercial obligations for material payment default where permitted by law and the governing agreement. Government payment rights and remedies remain governed by the applicable award and law.

14. Title and Risk of Loss

Title, risk of loss, shipping terms and delivery obligations are determined by the controlling transaction documents and applicable law. Nothing in these website Terms changes a specifically negotiated FOB term, Incoterm, government shipping term or statutory allocation of risk.

15. Shipping, Freight and Delivery

Delivery estimates are based on information reasonably available when quoted. Customers must provide accurate receiving hours, access restrictions, dock requirements, lift-gate or inside-delivery needs, security procedures and destination information. Additional charges caused by customer-requested changes, inaccurate delivery information, inaccessible sites, detention, storage, redelivery or reconsignment may be allocated as permitted by the controlling agreement.

16. Delay and Supply-Chain Disruption

Except where a controlling agreement provides otherwise, LSW is not responsible for delay caused by events beyond its reasonable control, including manufacturer or supplier delay, allocation, shortage, carrier disruption, severe weather, disaster, fire, epidemic, labor action, utility or network outage, cyber incident, war, terrorism, civil disorder, government action, embargo, sanctions, tariff changes, import/export restrictions or material shortage. LSW will use commercially reasonable mitigation efforts where appropriate.

17. Inspection, Acceptance and Claims

Inspection, acceptance, rejection and notice rights are governed by the controlling contract and applicable law. Commercial customers should inspect deliveries promptly and document visible freight damage at receipt where practical. Claims for shortages, incorrect items, concealed damage or nonconformity should be submitted promptly with reasonable supporting documentation. Nothing in this section shortens a mandatory statutory or government-contract period.

18. Returns, Cancellations and Restocking

No commercial return or cancellation is guaranteed unless required by law or agreed in writing. Eligibility may depend on supplier or manufacturer authorization, condition, timing, packaging and product type. Special-order, custom, configured, made-to-order, opened, installed, discontinued or non-returnable items may be ineligible. Authorized returns may be subject to lawful restocking, freight, inspection or refurbishment charges. Government termination and rejection rights are controlled by the applicable contract.

19. Manufacturer Warranties

Products may carry manufacturer warranties. Unless LSW expressly provides a separate written warranty, LSW does not enlarge or create a manufacturer's warranty merely by reselling or supplying the product. LSW may reasonably assist with manufacturer warranty processes where

appropriate. Any nonwaivable statutory or contractual warranty remains unaffected.

20. Disclaimer of Implied Warranties for Commercial Transactions

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR EXPRESS WARRANTIES MADE IN A CONTROLLING WRITTEN AGREEMENT, COMMERCIAL GOODS AND SERVICES ARE PROVIDED SUBJECT TO APPLICABLE MANUFACTURER WARRANTIES, AND LSW DISCLAIMS IMPLIED WARRANTIES TO THE EXTENT THEY MAY LAWFULLY BE DISCLAIMED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION DOES NOT DISCLAIM RIGHTS OR WARRANTIES THAT CANNOT LEGALLY BE DISCLAIMED AND DOES NOT OVERRIDE A GOVERNMENT CONTRACT.

21. Website Disclaimer

THE WEBSITE AND GENERAL INFORMATION ARE PROVIDED ON AN AS-AVAILABLE BASIS. LSW DOES NOT WARRANT UNINTERRUPTED ACCESS, ERROR-FREE OPERATION, OR THAT GENERAL WEBSITE CONTENT IS SUITABLE FOR A PARTICULAR PROCUREMENT. USERS SHOULD RELY ON THE APPLICABLE QUOTE, CONTRACT, TECHNICAL DOCUMENTATION AND AUTHORIZED PRODUCT INFORMATION FOR A TRANSACTION.

22. Exclusive or Limited Remedies

Where a commercial transaction expressly designates repair, replacement, refund, credit or another remedy as exclusive, that remedy applies to the extent permitted by law. If an exclusive remedy fails of its essential purpose, remedies will be determined under applicable law. Nothing in these website Terms independently creates an exclusive remedy where the transaction documents do not establish one.

23. Limitation of Commercial Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO ANY CONTROLLING AGREEMENT, LSW WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL COMMERCIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF USE, BUSINESS INTERRUPTION OR LOST OPPORTUNITY, ARISING FROM WEBSITE USE OR A COMMERCIAL TRANSACTION. THIS LIMITATION DOES NOT APPLY WHERE PROHIBITED BY LAW, TO LIABILITY THAT CANNOT BE LIMITED, OR WHERE A CONTROLLING GOVERNMENT OR COMMERCIAL AGREEMENT PROVIDES OTHERWISE.

24. Liability Cap

To the maximum extent permitted by law and only where no controlling agreement establishes a different allocation, LSW's aggregate liability arising solely from a commercial transaction will not exceed the amounts actually paid to LSW for the specific goods or services giving rise to the claim. This cap does not apply to liability that cannot lawfully be capped and does not supersede mandatory government-contract remedies.

25. Indemnification

To the extent permitted by law, a commercial website user will defend, indemnify and hold LSW harmless from third-party claims, losses and reasonable costs arising from the user's unlawful conduct, fraudulent or unauthorized submissions, infringement caused by materials supplied by the user, or material breach of these Terms. No indemnity is imposed on a government entity where prohibited or inconsistent with applicable law or contract.

26. Export Controls, Sanctions and End Use

Users must comply with applicable U.S. export-control, sanctions, import, anti-boycott, trade and end-use restrictions. LSW may request end-user, destination or compliance information and may decline, suspend or cancel a transaction when reasonably necessary to comply with law. No website content constitutes authorization to export, re-export or transfer controlled items.

27. Anti-Bribery, Fraud and Procurement Integrity

The website and LSW services may not be used to facilitate bribery, kickbacks, collusion, bid manipulation, false claims, false statements, procurement fraud, money laundering, sanctions evasion or other unlawful conduct. LSW may preserve records, decline transactions and make disclosures where required or permitted by law.

28. Section 889 and Other Federal Product Restrictions

Federal solicitations may impose restrictions relating to covered telecommunications equipment or services, product origin, domestic preferences or other prohibited sources. Compliance is evaluated against the specific solicitation and offered product. General website statements do not constitute a solicitation-specific representation or certification.

29. Cybersecurity and Controlled Information

A government or commercial contract may impose cybersecurity, safeguarding, incident-reporting, CUI or system requirements. Those requirements apply only as established by the controlling contract or law. Users must not upload protected information to an ordinary website channel unless LSW has expressly designated that channel as authorized for the information.

30. Intellectual Property

LSW's original website design, branding, logos, graphics, text and other proprietary content are owned by or licensed to LSW and may not be copied, modified, distributed, sold or commercially exploited without permission except as allowed by law. Third-party trademarks and product names remain the property of their owners. Reference to a third party does not itself imply affiliation, endorsement or authorized-reseller status.

31. User-Submitted Materials

A user represents that the user has authority to provide specifications, drawings, documents and other materials submitted to LSW. The user grants LSW a nonexclusive right to use and disclose those materials as reasonably necessary to evaluate the request, obtain supplier pricing, prepare a quote, perform an order and satisfy legal or contractual obligations. Submission does not transfer ownership of the user's intellectual property.

32. Confidentiality

Website submission alone does not create a fiduciary duty or nondisclosure obligation beyond duties imposed by law or an existing agreement. A separately executed NDA or controlling contract governs information within its scope. LSW may nevertheless use reasonable business measures to protect nonpublic information consistent with its nature and applicable obligations.

33. Third-Party Websites and Services

Links or references to third parties are provided for convenience or information. LSW does not control independent third-party sites and is not responsible for their content, availability, security, privacy, terms or conduct. Users transact with independent third parties at their own risk unless LSW expressly assumes responsibility in a controlling agreement.

34. Electronic Communications and Signatures

The parties may use electronic communications, records, acknowledgments, signatures and purchase orders where legally valid and accepted. Electronic acceptance may have the same legal effect as other forms of acceptance where applicable law so provides. A party may establish reasonable procedures for verifying authority and authenticity.

35. Records and Evidence

LSW may retain transaction records, system logs, communications, electronic acknowledgments and related business records as permitted by law and its retention practices. Such records may be used to document communications, authorization, acceptance, performance, security events and transactions, subject to applicable evidentiary rules.

36. No Agency, Partnership or Third-Party Beneficiaries

Website use does not create an agency, partnership, joint venture, franchise, fiduciary relationship, employment relationship or exclusive-dealing arrangement between a user and LSW. Except where a controlling agreement expressly states otherwise, these Terms do not create rights for third-party beneficiaries.

37. Assignment

A commercial user may not assign rights or obligations arising solely under these website Terms without LSW's written consent, except where applicable law provides otherwise. LSW may assign these Terms in connection with a merger, acquisition, reorganization, financing or sale of relevant assets. Assignment of government contracts remains subject to applicable federal or other governmental law.

38. Governing Law

Except where a government contract, mandatory law or controlling written agreement provides otherwise, these website Terms are governed by the law of the U.S. state in which LSW is legally organized, excluding choice-of-law rules to the extent legally permissible. The parties' transaction documents may establish a different governing law.

39. Venue and Dispute Resolution

Except where mandatory law or a controlling contract establishes another process, disputes concerning website use should first be addressed through good-faith business discussions. Any venue, arbitration, claims procedure, Contract Disputes Act process, agency procedure or other dispute mechanism in a controlling agreement supersedes this section. LSW does not use these website Terms to waive nonwaivable government or statutory rights.

40. Time Limits on Claims

Any contractual limitation period must be stated in or validly incorporated into the applicable transaction documents to the extent required by law. These general website Terms do not shorten a statutory or government-contract claims period unless a legally enforceable transaction-specific agreement expressly does so.

41. Severability and Reformation

If a provision is invalid, illegal or unenforceable, it will be enforced to the maximum extent permitted and, where legally appropriate, reformed or severed so that the remaining provisions remain effective. The parties intend limitations and disclaimers to be construed independently where permitted.

42. Waiver

A delay or failure to enforce a right does not waive that right. A waiver is effective only to the extent clearly made by an authorized party and does not constitute a continuing waiver unless expressly stated.

43. Survival

Provisions that by their nature should survive termination or completion, including provisions concerning payment, confidentiality, intellectual property, disclaimers, limitations of liability, indemnification, records, dispute resolution and accrued rights, survive to the extent legally enforceable.

44. Entire Agreement for General Website Use

These Terms and the Privacy Policy constitute the agreement governing general website use. They do not constitute the entire agreement for a product sale, procurement, subcontract or government award when separate transaction documents exist.

45. Headings; Interpretation

Headings are for convenience and do not limit substantive provisions. "Including" means including without limitation unless context requires otherwise. References to law include amendments and successor provisions where appropriate. These Terms will not be construed against a party solely because that party drafted them.

46. Changes to Terms

LSW may update these website Terms prospectively. The current version and effective date will be posted on the website. Updated website Terms do not retroactively alter a binding transaction or accrued rights unless the parties validly agree or law permits.

47. Contact

Questions concerning these Terms may be submitted using the official contact method displayed on the Leonard Strategic Works website. No personal address, individual email address or personal telephone number is published in these Terms.