



Customer Terms and Conditions

1. Order of Precedence

These terms apply to this quote and any resulting order except to the extent they conflict with an applicable customer contract (including a government IDIQ contract), purchase order, or law, which shall govern.

2. Quote Scope and Confidentiality

Quotes are all-or-nothing unless stated otherwise; contact us to procure only a portion of products or services quoted.

This quote is confidential and intended solely for the addressee, who may not assign it without LYME's consent. If received in error, please notify the sender.

By accepting, or issuing an order based upon, this quote, recipient agrees not to disclose its contents or use it other than to evaluate the purchase, except for information that is public, independently known, or required to be disclosed by law. This obligation is limited to two years from the quote date; LYME may seek injunctive relief for any violation, in addition to other remedies.

3. Quote Validity, Pricing, and Revisions

Pricing reflects current market conditions and is subject to change before order acceptance due to supply constraints, manufacturer changes, tariffs, freight costs, or other factors beyond LYME's reasonable control. Prices are Open Market unless stated otherwise.

Unless stated otherwise, this quote is valid for 14 calendar days from issuance. Once an order is accepted, pricing is firm except for mandatory manufacturer price increases, customer-requested changes (including but not limited to: product configuration, quantities or delivery requirements), or events beyond LYME's reasonable control. LYME will promptly notify Customer of any such event, and any resulting adjustment to price, schedule, or delivery requirements will be subject to mutual written agreement between LYME and Customer.

4. Order Acceptance

A binding agreement forms only upon LYME's written acceptance of a purchase order, at which point pricing, availability, and delivery estimates are confirmed. Accepted orders are non-cancelable except as otherwise expressly provided in the applicable purchase order, customer contract, or applicable law.

5. Payment Terms

Purchases are subject to credit approval; payment is net 30 from invoice date. LYME may invoice upon proof of delivery, for partial shipments, and for services based on POP start, milestone completion, or an agreed SOW.

Customer is responsible for LYME's legal costs and collection fees for non-payment (government customers excepted).

6. Returns

Returns require pre-approval and an RMA. LYME generally accepts unopened, resellable product; manufacturer-specific restrictions may apply. Return claims must be filed within 7 days of receipt; RMAs are valid for 14 days, and returns must be received within that period. Failure to timely return constitutes acceptance.

7. Warranty Disclaimer

LYME does not separately warrant the products of the manufacturers we carry and disclaims all warranties except as otherwise agreed in writing between you and LYME.

8. Product Sourcing, Material Certification, and Small Business Set-Aside (NMR)

LYME certifies all quoted material as genuine, new, and unused unless noted, and traceable to point of manufacture upon request.

For Small Business Set-Asides involving products manufactured by other than small business concerns, applicability of the Nonmanufacturer Rule (NMR) and any SBA class or individual waiver will be determined based on the applicable solicitation and procurement requirements. Where required, an individual SBA waiver must be obtained prior to award.

9. Taxes and Fees

Customer is responsible for applicable state or local taxes (absent a valid exemption certificate) and any CA environmental fees on IT product shipments.

10. Government Contract Compliance

To the extent applicable to the products or services provided under an order, Customer agrees to comply with mandatory subcontractor flow-down requirements under FAR 52.244-6 and any DFARS clauses expressly identified in the applicable quote, purchase order, or subcontract. Use or resale of hardware/software remains subject to the applicable vendor EULA, SLA, terms of use, or other end-user agreements or documents.

11. Trade Agreements Act (TAA) Compliance

TAA compliance is based on manufacturer/supplier data as of the quote date and stated by line item; LYME will promptly communicate any status changes of which it is aware.

12. ITAR/EAR Export Control Compliance

Buyer represents and warrants that the Items: (1) will not be used for nuclear, chemical, or biological weapons or missile delivery systems, or any end use prohibited under 15 C.F.R. Part 744 or ITAR Part 126; (2) will not be sold, transferred, or diverted to an embargoed country (ITAR § 126.1) or an OFAC-sanctioned party; and (3) will be used by Buyer as the true end user, or Buyer has disclosed the actual end user/end use to Seller in writing.

13. Limitation of Liability

Except for indemnification, gross negligence, willful misconduct, fraud, confidentiality/IP breaches, or liability that cannot be limited by law, each party's total liability under a resulting order is capped at the amount paid or payable, and neither party is liable for indirect, incidental, consequential, special, or punitive damages, including lost profits or data. This Section yields to any conflicting FAR/DFARS clause.

14. Force Majeure

Neither party is liable for delay or non-performance (other than payment) due to causes beyond its reasonable control, including acts of God, fire, flood, war, terrorism, epidemic, strikes, embargoes, export control denials, or government action, provided the affected party gives prompt notice and uses reasonable efforts to mitigate. This Section does not limit any applicable FAR/DFARS excusable delay provisions.

15. Modification of Terms Governing Law and Dispute Resolution

These terms are subject to change prior to order issuance.

Except for injunctive relief, disputes arising from this quote or a resulting order will be resolved exclusively in the courts of, and governed by the laws of, the State of New Hampshire, without regard to conflict-of-laws principles.