



Light Pole Systems, Inc. Terms and Conditions

Credit Accounts: Light Pole Systems, Inc. allows customers to maintain Net 30 (or other at special request) accounts. Credit accounts are opened by filing a "Credit Account Application" with Light Pole Systems, Inc.

- Orders will be processed and invoiced upon receipt of purchase order.
- Customers have thirty (30) days postmark payment in full from date of invoice.

Cash Accounts: Light Pole Systems, Inc. allows customers to maintain cash accounts. Cash accounts require payment, in full, prior to shipment.

- Payment may be in form of cash, check, or credit/debit card.



Light Pole Systems, Inc. Warranty Policy

Light Pole Systems, Inc. products are guaranteed to be free from defects in material and workmanship for a period of three (3) years from delivery date to installer. The finish will be free from cracking, flaking, or corrosion, and free of bare metal.

Custom Light Poles, Custom Adaptor Plates, and Custom Base Covers are guaranteed to be free from defects in material and workmanship for a period of one (1) year from production date.

- Conditions: All of the following conditions must be met
 - Product must be purchased through an established product distributor of Light Pole Systems, Inc.
 - Product must be genuine, original and non-altered, to its manufactured part number.
 - Original proof of purchase must be present and contain original part number.
 - Proof of purchase part number must match product in question.
 - Products with non-galvanized or non-powder coat finishes (products in primed condition) must stay in a dry place and be painted with topcoat, within seven (7) days, after delivery to installer.
 - Light Pole Systems, Inc. must be given written notice of defect within fifteen (15) days of defect becoming known.

- Exceptions: Light Pole Systems, Inc. warranty is void if any of the following apply:
 - Products not factory galvanized or powder coated.
 - Problems caused by natural events including, but not limited to, lightning strikes, excessive winds, floods, or earthquakes.
 - Improper actions or failure to act by any person or entity other than Light Pole Systems, Inc. including, but not limited to, improper installation or use by: distributor, installer, or end user.
 - Power coated products have a 50% warranty period in environments exposed to salt, consistent water, or chemicals.
 - Theft or Vandalism.

- Remedy: Light Pole Systems, Inc. will repair or replace any products in breach of warranty after they have been inspected by a Light Pole Systems, Inc. representative and deemed in breach of warranty.
 - Light Pole Systems, Inc. is not responsible for any costs incurred due to any removal, shipment, or reinstallation of products.



Custom Part Terms and Conditions

Sales Tax(es); are NOT included in unit prices. Tax will be added at time of invoices (rate is based on the point of transference).

Due to metal market volatility, prices are firm for (60) days only form date of estimate. Purchase orders or pre-payment received after the allotted (60) days will be subject to current market pricing. Extensive delays in shop drawings approvals and/or delivery schedules may also be subject to pricing escalation.

Incoterms 2010, DDP: When quoted prices include delivery, Light Pole Systems, Inc. will deliver to the jobsite as close as practicable to the unloading point for trucks/trailer operating under their own power. It is the customer's responsibility to unload each trailer. Unload time in excess of three hours and/or standby time in excess of one hour may result in stand by charges of \$75/hour. Prices provided are based on full trucks loads only, partial loads (less than a full load by weight of dimensions) directed/requested by the customer may incur additional costs.

Delivery & Schedule: Light Pole Systems, Inc. will not be held responsible for unforeseen production/delivery delays in the event of any mechanical failure, unsafe weather or conditions beyond Light Pole Systems, Inc.'s control (i.e. Subcontractor delays, Acts of God, ect.).

- o Sequence & rate will be mutually agreed & established via contractors' initial CPM installation schedule, and Light Pole Systems, Inc.'s will tailor our production & shipments accordingly.
- o Start date, based on the above-quoted lead times, will be confirmed or revised at time of order release (Design/Submittal Approval) and will then remain firm.
- o Subsequent Customer-Directed delays or substantial reductions in delays or substantial reductions in delivery schedule may result in a commensurate suspension of production, to wit: delays may not result in a cumulative increase in shipping rate upon resumption of installation.
- o Extensive delays which result in productions shut down may also result in manufacturing equipment setups (re-mobilization) costs.
- o Delays in excess of 60 days will require payment for material on hand, i.e. completed product, raw materials, steel coil, semi-finished goods, ect. Completed & semi-finished products will also be subject to Storage charges (below).

Storage: In the event the buyer does not take delivery of products within the agreed delivery schedule, Light Pole Systems, Inc. will store the complete material. Stored products will be invoiced complete. Storage fees will then be assessed and invoiced monthly beginning thirty (30) days after original invoice: a minimum of 1.50% of stored material value per month of storage or fraction thereof; extended storage beyond 90 days may incur additional maintenance and repair charges. Product storage and preservation fee invoices are also subject to late payment interest penalties.

Field Issues: Light Pole Systems, Inc. stands by the quality of our products and their conformance to the specification, through occasionally field issues may arise that are a result of a manufacturing error. Light pole Systems, Inc. must be notified within 1 working day to allow for our evaluation of and participation in the resolution of the problem. Any problems must be documented (via photographs, descriptions, piece number, time, resources, etc.) and presented to us in writhing within 3 business days of the resolution to be considered a valid extra cost. Substantiated and properly documented extra field will be reviewed and addressed based on mutual agreement. Acceptable charged include only direct labor, material(s) and equipment specifically involved in correcting the problem and will not include overhead or markup, nor will they exceed the value of the order under which the materials were provided.

Terms Acceptance: Acceptance of this quotation include acceptance of all these conditions unless otherwise agreed in writing between Light Pole Systems, Inc. and the purchaser. Acceptance of this offer also confers the Purchaser's Permission to Light Pole Systems, Inc. to use any and all aspects of the products & Projects details and images in our marketing materials.



Light Pole Systems Return Policy

Light Pole Systems, Inc. Patented products can be returned if in like new condition within 6 months of the delivery date.

- 25% restocking fee on standard orders.
- Customer responsible for return shipping.
- Light Pole Systems, Inc. will buy back any stocking orders if not sold within one year.
- No returns on special orders.
 - All Round and custom powder-coated Universal Locking Hand Hole Covers are special order.
 - Any Pole Repair Kit not stocked is special order.
 - Light poles and accessories.
 - Custom fabrication.



Light Pole Systems, Inc. INTERNET MINIMUM ADVERTISED PRICE POLICY

Light Pole Systems, Inc. (“Light Pole Systems”) has unilaterally adopted an internet minimum advertising price policy (the “Policy”) applicable to all Light Pole Systems distributors, dealers and resellers (collectively the “Resellers”) as of February 11, 2015 with respect to the Resellers’ advertising over the Internet of Light Pole Systems products, excluding such products as may from time to time Light Pole Systems may designate on its home pages on the Internet or provide in notices to the Resellers (the “Products”).

The Resellers are free to advertise, promote or sell the Products at any price they choose in their sole and absolute discretion. However, if a Resellers advertises or otherwise promotes a Product on the Internet at a net price less than the applicable minimum advertised price for such Product (“IMAP”) and continues to do so two business days after Light Pole Systems notice of such advertisement or promotion, Light Pole Systems will, without any liability to such Reseller, cancel all outstanding orders and, for a period of six months, refuse to accept any new orders from such Reseller for such Product for resale on the Internet.

For purposes of the Policy, the “net price” for a sale of a Product shall mean the published or advertised price that the Reseller makes such Product available to its customers, less the net value of coupons or discounts offered for and applicable to such sale. Customer paid taxes, free or reduced shipping costs applicable to such sale will not be deemed a discount. This Policy does not apply to close out, discontinued or non-current.

The current IMAP for the Products will be published by Light Pole Systems or notified to Resellers from time to time.

The current IMAP as of March 3, 2018 is and will be the listed price for each product on www.LightPoleSystems.com. A price sheet can be requested by contacting Light Pole Systems.

No one is, has been or will be authorized to modify or alter the Policy or to bind Light Pole Systems to any action inconsistent with the terms of this Policy.