

DALLAS POLE TERMS AND CONDITIONS

PRICING

Net prices as listed in schedule application to one shipping location at one time. All prices are subject to change without notice.

ORDERING

Dallas Pole produces a catalog that gives technical specifications and dimensions of most of our products, as well as a full listing of parts and accessories. Dallas Pole will perform special order configurations of equipment to meet your needs. All invoices must have a \$100.00 minimum.

JOB FORMS

A Job Start Form may be required on jobs exceeding \$5,000 per single location.

SHIPPING & FREIGHT

Freight charges will normally be added to your invoice. We suggest a freight quote be obtained on all pole orders. Dallas Pole does not charge sales tax on orders shipped outside of Texas. Local and state sales taxes, outside the state of Texas are your responsibility.

Orders shipped by motor freight usually take four to five days to reach destinations on either coast. Buyers should direct requests for C.O.D. with their Dallas Pole representative.

UPS has several programs available to suit your needs.

GROUND shipments usually take four to six days to reach the east coast, five to seven days to reach the west coast, 4 days to the mid-west and one to two days within Texas.

SECOND DAY AIR is more expensive, yet guarantees delivery two days after UPS receives the shipment. Weekend delivery must be specified.

Dallas Pole is not responsible for any losses or damage to goods subsequent to shipment. Dallas Pole will assist you in resolving any claims that may arise against carriers.

F.O.B. DALLAS, TEXAS

Dallas Pole reserves the right to select the carrier of its choice. If a specific carrier is designated by the customer, the customer will be charged the difference in freight cost. Orders over \$1,000.00 will ship freight allowed. Consult with your representative for shipment lead times. Dallas Pole freight allowed shipments will ship per the current Dallas Pole schedule.

If the customer refuses the shipment as scheduled by Dallas Poles the representative will be required to provide a purchase order for the freight cost to

reconsign the shipment to another truck. Pre-shipment of Anchor Bolts and Templates are available at the customer's expense, consult with your representative for pricing.

Dallas Pole reserves the right to change the freight policy without prior notification.

INSURANCE

Insurance will be applied to all shipments at the purchaser's expense, unless the purchase order specifically requests no insurance.

CLAIMS AND RIGHTS

Claims for shortages or inaccurate picking of orders must be made to Dallas Pole no later than ten days after shipment of goods. Please include a copy of the invoice or packing slip. A return goods authorization number (RGA) must be obtained from Dallas Pole before products will be returned and/or credit issued. This return number must be clearly visible on all cartons. Returns will not be accepted on special orders. All returns must be made within 90 days of delivery. All returns must be shipped prepaid.

RETURNED GOODS POLICY

There is a 15% restocking charge on any item returned for credit or exchange. A 25% restocking charge will be made on returned merchandise which does not have a confirmed RGA authorization number at the time of arrival. Dallas Pole reserves the right to adjust the restocking charge or refuse return authorization on the following exclusions.

- (1) If the product requires repackaging.
- (2) If the product is damaged
- (3) If the product is a custom color.
- (4) If the product is a custom order
- (5) Damage to poles: all poles are shipped in a standard non-soluble, water resistant packing material, or may be completely packaged in cardboard and marked with warning notice for removal. **Failure to remove the packaging upon arrival will result in damage to the pole finish, thus disallowing returns and voiding the warranty.**

All returns must have an authorization number and must be written clearly on the outside of each package. Dallas Pole reserves the right to refuse any return shipment if NO RGA number is obtained and attached to the shipment. The RGA request form may be printed off the internet at www.DallasPole.usa.com Credit will normally be issued within 30 business days from receipt of product and may be subject to a restocking fee. Please keep all tracking information regarding the return until the credit has been issued.

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WARNING:

Every effort has been made to provide products that are safe AS POSSIBLE: HOWEVER, LIGHTING EQUIPMENT REQUIRES HIGH VOLTAGE current to operate and often requires elevated mounting for desired illumination. Responsible individuals should be made aware of the following:

IMPROPER SELECTION, INSTALLATION, OPERATION, SERVICING, REMOVAL and disposal of lighting products may create serious hazards including FIRE, EXPLOSION, SHOCK, LACERATION OF SKIN, IMPAIRED VISION, FALLING OBJECTS AND ENVIRONMENTAL CONTAMINATION. REDUCE risks by using the guidance of licensed professionals throughout THE PRODUCT LIFE CYCLE, by CONFORMING TO APPLICABLE CODES AND SAFETY PRACTICES AND by following individual product, COMPONENT and accessory safety instructions and labels.

We offer this in the interest of safety for our customers who may not be aware of the potentially high risk involved in the misuse of these products.

CREDIT TERMS AND CONDITIONS

UPON REQUEST FOR CREDIT ON PURCHASES MADE FROM DALLAS POLE, prospective clients are required to complete a Dallas Pole application for credit. References provided will be checked and credit will be verified before any business is conducted. IF MATERIALS PURCHASED ARE INTENDED TO IMPROVE REAL PROPERTY, IT MAY be necessary that clients provide additional information regarding their purchases by completing a new job start form.

ONCE ORDERS ARE PLACED, MATERIALS ARE SHIPPED, AND INVOICES ARE MAILED, PAYMENT FOR ALL MATERIALS IS DUE WITHIN THE TERMS OF YOUR account. The normal terms of account are NET 30 Days unless other agreements have been made. If payment is not received within the agreed terms of the account and your account is MORE THAN THIRTY (30) DAYS PAST DUE, YOUR DUE AMOUNT MAY BE subject to interest at no less than 12 percent per annum up to the maximum permitted by law.

We will gladly accept your payment by credit card. If you give us a debit card to keep on file and charging your purchase CAUSES YOU TO HAVE INSUFFICIENT FUNDS CHECKS, WE ARE NOT LIABLE for any returned check fees. If your account is more than thirty (30) days past due AND YOU ARE PAYING BY CREDIT CARD, YOU MAY be subject to the fee which we are charged by our credit card processing company in addition to the amount you want to pay. The current rate is 3 percent.

IF FORTY-FIVE (45), DAYS PASS BEYOND THE INVOICE DATE AND PAYMENT HAS NOT BEEN MADE IN FULL, AN "INTENT TO LIEN" LETTER will be mailed, the contractor and the property owner notifying that payment is due and payable. If payment has not been made within ten (10) days, A LIEN will be filed AGAINST THE REAL PROPERTY IN WHICH DALLAS Pole materials have been installed. It is your responsibility to profile a lien waiver and release once payment has been made. JURISDICTION AND VENUE FOR ALL DISPUTES IS DALLAS COUNTY, TEXAS. ANY FEES ASSOCIATED WITH COLLECTION, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES, COURT COSTS, AND INTEREST will be paid by you.

Insufficient funds checks not cleared within ten (10) business days

will be referred to the District Attorney's office for collection. Waiver of any of these terms once does not constitute a future waiver is implied.

PAYMENT

If you do not have an open account or an established payment RECORD WITH DALLAS POLE, THE FOLLOWING PAYMENT OPTIONS APPLY:

1) Prepay order: If you prepay an order with an instrument that will provide Dallas Pole with an irrevocable credit when DEPOSITED AT YOUR BANK, YOUR ORDER WILL BE PROCESSED IMMEDIATELY. IF YOU PREPAY WITH A CHECK, YOUR ORDER WILL BE PROCESSED WHEN the funds are transferred from your account to Dallas Pole's account.

2) Open Account: Established businesses with a good sound credit history are eligible for an open account with Dallas Pole. Dallas Pole terms are Net 30.

3) Credit Card: Dallas Pole will process orders immediately when the order is charged to an approved Visa / MasterCard / American Express.

SALES TAX

Dallas Pole is authorized to collect sales tax for merchandise and freight sold and shipped in Texas only. IF YOUR PURCHASE IS TAXABLE UNDER LAWS OF YOUR CITY OR STATE, YOU ARE ADVISED TO REPORT AND pay directly to the proper authorities. IF YOU ARE TAX EXEMPT AND PURCHASE IN THE STATE OF TEXAS, WE MUST HAVE A TAX EXEMPTION certificate on file prior to shipment.

DALLAS POLE WARRANTY

***IMPORTANT WARRANTY
LIMITATION*
LUMINAIRES MUST BE
AFFIXED TO THE POLE AT THE
TIME THE POLE IS ERECTED
OR WARRANTY IS VOIDED.**

LIMITED WARRANTY & LIMITATION OF LIABILITY

Dallas Pole warrants its poles to be free from defects in materials and workmanship for the warranty period from the date of delivery. Dallas Pole retains the right to either repair or replace any part of the equipment delivered hereunder which under normal and proper use proves to be defective in workmanship or material within the warranty period. The correction of such defects by repair or replacement shall constitute fulfillment of all Dallas Pole obligations with respect to the equipment sold hereunder.

The warranty excludes defects resulting from IMPROPER HANDLING, STORAGE, INSTALLATION, ACTS OF GOD, FIRE, VANDALISM OR CIVIL DISTURBANCES. Furthermore the warranty specifically excludes fatigue failure or similar phenomena resulting from INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE associated with the movement of air current around the product.

The following condition will void the product and finish warranty:

1. Grouted pole bases without weep holes.
2. Base plate sitting directly on concrete or other corrosive surfaces.
3. Missing pole cap and/or hand hole covers where the pole is allowed to fill with debris.

It is expressly stated that Dallas Pole assumes NO LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY KIND OR LIQUIDATED DAMAGES ARISING OUT OF A BREACH OF THE SALE, INCLUDING ANY WARRANTIES ARISING THERE FROM, AND BUYER'S REMEDY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS DESCRIBED ABOVE. The liability of Dallas Pole under this warranty for any loss or damage to the equipment or to the persons OR PROPERTY ALLEGEDLY CAUSED BY THE EQUIPMENT, WHETHER BASED ON CONTRACT, STRICT TORT LIABILITY, NEGLIGENCE OR WARRANTY SHALL NOT IN ANY CASE EXCEED COST OF CORRECTING DEFECTS IN THE EQUIPMENT AS HEREIN PROVIDED AND UPON THE EXPIRATION OF THE

warranty period all such liability shall terminate.

Any assistance Dallas Pole provides the original purchaser outside of the terms and exclusions of these warranties will not constitute a waiver of the warranty terms and EXCLUSIONS, NOR WILL SUCH ASSISTANCE REVIVE OR EXTEND THE WARRANTY. These warranties are given in lieu of all other WARRANTIES EXPRESSED OR IMPLIED, INCLUDING AND WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE warranty of suitability for a particular purpose.

PURCHASER MUST NOTIFY DALLAS POLE IN WRITING, OR CALL THE DALLAS POLE CUSTOMER SERVICE, WITHIN 30 DAYS OF NOTICING THE DEFECT. Dallas Pole reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty.

DALLAS POLE WILL NOT ALLOW CHARGES FOR LABOR, TRAVEL, LIVING EXPENSES, INSPECTIONS, MATERIALS, ETC. THAT DOES NOT HAVE PRIOR WRITTEN APPROVAL BEFORE SUCH WORK IS IMPLEMENTED.

Notice of any warranty claim or request for warranty service should be sent to Dallas Pole at the following address or phone number:

Dallas Pole
2707 Satsuma Drive
Dallas, TX 75229
(214) 350-0591

NOTE: Catalog pages are for reference. Specifications and dimensions may change without notice. The foregoing warranty is exclusive and in lieu of all other WARRANTIES OF QUALITY WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITED PRODUCT WARRANTY

Dallas Pole offers a range of warranties to meet the customer's needs and conditions:

Five/Ten Year Warranty

Dallas Pole warrants the structural integrity of its hot dipped galvanized products for ten years to the original purchaser, with proof of purchase. DALLAS POLE WARRANTS THE FINISH FOR A PERIOD OF FIVE YEARS IF IT EXHIBITS CRACKING, PEELING, EXCESSIVE FADING OR CORROSION DEFECTS DURING THE WARRANTY PERIOD. The product and finish must be properly HANDLED, MAINTAINED, INSTALLED AND EXPOSED TO NORMAL environmental conditions. This warranty excludes defects RESULTING FROM IMPROPER HANDLING, STORAGE, INSTALLATION, ACTS OF GOD, FIRE, VANDALISM OR CIVIL DISTURBANCES. This warranty excludes field labor or service charges related to the repair or replacement of the product or finish.

DALLAS POLE WARRANTY

FIVE YEAR WARRANTY

Dallas Pole warrants for a period of five years to the ORIGINAL PURCHASER, WITH PROOF OF PURCHASE, THE PRODUCT and galvanized anchor bolts and its finish for a period of five years from date of shipment. Dallas Pole will REPAIR, OR AT ITS OPTION, REPLACE THE DEFECTIVE FINISH if it exhibits CRACKING, PEELING, EXCESSIVE FADING OR CORROSION DEFECTS during the warranty period. The product together with the galvanized anchor bolts and finish must be properly HANDLED, MAINTAINED, INSTALLED AND EXPOSED TO NORMAL environmental conditions. This warranty excludes defects RESULTING FROM IMPROPER HANDLING, STORAGE, INSTALLATION, ACTS OF GOD, FIRE, VANDALISM OR CIVIL DISTURBANCES. This warranty excludes field labor or service charges related to the repair or replacement of the product or finish.

ONE YEAR WARRANTY (HARSH ENVIRONMENTS)

Dallas Pole warrants for a period of one year to the ORIGINAL PURCHASER, WITH PROOF OF PURCHASE, THE PRODUCT and its finish for a period of one year from date of shipment for any product meeting the following location conditions:

1. Within 30 miles of the coast line or a body of salt water.
2. Corrosive environments such as a waste water reclamation facility.

Dallas Pole suggests that poles including anchor bolts located near or in some harsh environments should be Hot Dipped Galvanized.

DALLAS POLE WILL REPAIR, OR AT ITS OPTION, REPLACE THE DEFECTIVE FINISH if it exhibits CRACKING, PEELING, EXCESSIVE FADING or corrosion defects during the warranty period. The PRODUCT AND FINISH MUST BE PROPERLY HANDLED, MAINTAINED, installed and exposed to normal environmental conditions. This warranty excludes defects resulting from improper HANDLING, STORAGE, INSTALLATION, ACTS OF GOD, FIRE, VANDALISM or civil disturbances. This warranty excludes field labor or service charges related to the repair or replacement of the product or finish.

Dallas Pole reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty. Refer to www.dallaspole.com for complete Terms and Conditions of Sale.

