LIMITED WARRANTY
FOR LIGHT POLES PLUS LIGHT POLES, BRACKETS, ARMS & LED FIXTURES

This LIMITED WARRANTY is provided to the Buyer by Light Poles Plus, LLC (“LIGHT POLES PLUS”) for the time periods specified in this Agreement. LIGHT POLES PLUS supplied Products will be free of defects in material and workmanship but subject to all of the terms and conditions herein. This shall be the sole and exclusive Limited Warranty given the Buyer or anyone claiming under the Buyer, and LIGHT POLES PLUS disclaims, and the Buyer waives and renounces, all other warranties, express or implied, including, but not limited to, the WARRANTY OF MERCHANTABILITY and the WARRANTY OF FITNESS FOR PURPOSE, whether such warranties are alleged to have risen from statutes, common law, custom, course of dealing, usage of trade or otherwise. This Limited Warranty only applies to LIGHT POLES PLUS products purchased in new condition in the original LIGHT POLES PLUS supplied packaging.

LIGHT POLES PLUS shall not be liable for any injury, loss, expense or damage, whether direct, consequential, incidental, or otherwise, including, but not limited to, loss production, lost construction time, costs of employees or other losses similar or dissimilar resulting from the possession, installation, erection, start-up, use, maintenance, operation, removal or resale of LIGHT POLES PLUS’s Goods, Products or Services which may be caused by, or alleged to be caused by, any defect or malfunction of any LIGHT POLES PLUS furnished Goods, Products or Services, whether such claim for damage is claimed upon warranty, contract, negligence, or strict liability or otherwise.

The duration of the Limited Warranty begins on the date of shipment of the Goods to the Buyer, or at such location as is directed by Buyer, and expires as follows:

a. Standard LED fixture warranty (excludes foundries and select heavy industrial): On a date five (5) years thereafter as to LED lighting fixtures, including the LED engine and driver, and assuming that the fixture has not been operated the equivalent of more than twelve (12) hours run time per day, 365 days per year.
   i. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable light emitting diodes in the Product is less than 10% of the total number of light emitting diodes in the Product.
   ii. This Limited Warranty does not cover any cosmetic Product defects, including without limitation, damage to the painted Product finish or other finish or coating. Nor does this Limited Warranty cover any lumen drop-off or CCT (i.e. color temperature) variations experienced by a Product.

b. Extended LED fixture warranty (upon written approval; excludes foundries and select heavy industrial): On a date ten (10) years thereafter as to LED lighting fixtures, including the LED engine and driver, and assuming that the fixture has not been operated the equivalent of more than twelve (12) hours run time per day, 365 days per year.
   i. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable light emitting diodes in the Product is less than 15% of the total number of light emitting diodes in the Product.
   ii. This Limited Warranty does not cover any cosmetic Product defects, including without limitation, damage to the painted Product finish or other finish or coating. Nor does this Limited Warranty cover any lumen drop-off or CCT (i.e. color temperature) variations experienced by a Product.

c. Extended LED sports lighting warranty (upon written approval): On a date twenty (20) years thereafter as to LED chip components and ten (10) years thereafter as to LED driver components, and assuming that the fixture has not been operated the equivalent of more than (1500) hours per year.
   i. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable light emitting diodes in the Product is less than 15% of the total number of light emitting diodes in the Product.
ii. This Limited Warranty does not cover any cosmetic Product defects, including without limitation, damage to the painted Product finish or other finish or coating. Nor does this Limited Warranty cover any lumen drop-off or CCT (i.e. color temperature) variations experienced by a Product.

d. **Standard light pole warranty:** One (1) year as to any light pole, bracket and arm, and any other Goods or Products furnished by LIGHT POLES PLUS.

e. **3-Year Extended light pole warranty (upon written LIGHT POLES PLUS approval):** Three (3) years as to any light pole, bracket and arm, and any other Goods or Products furnished by LIGHT POLES PLUS.

f. This limited warranty covers only those products and components that are manufactured by LIGHT POLES PLUS and does not extend to Third Party Products and Components (regardless of whether they are expressly identified as such). Electronic accessories such as photo controls, motion sensors, backup batteries, surge protectors, etc. are covered by separate OEM supplier warranties. Warranty information for these accessories can be obtained from LIGHT POLES PLUS or the OEM’s specification sheet.

g. Repaired and/or replacement Products are warranted for the remainder of the failed Product’s original Warranty Period.

h. This Limited Warranty is void if customer is in default on any portion of its payment obligations to LIGHT POLES PLUS or to a LIGHT POLES PLUS distributor/dealer.

i. LIGHT POLES PLUS is not responsible for the labor costs or other expenses associated with Product removal or installation, including, without limitation, shipping costs incurred to return defective or nonconforming Products or any damages that may occur during the return of Products to LIGHT POLES PLUS.

This Limited Warranty will survive and supersede any other documents of the Buyer or others purporting to enlarge or expand the Limited Warranty provided herein by LIGHT POLES PLUS unless the same be acknowledged and agreed to by an authorized representative of LIGHT POLES PLUS in writing. Without limitation, it is specifically agreed that this Limited Warranty excludes any fatigue or failure or similar damage resulting from site induced vibration, harmonic oscillation or resonance associated by movement of air currents around the product or by virtue of natural conditions which do not relate to the Goods, Products or Services supplied by LIGHT POLES PLUS.

The Limited Warranty also excludes any damage caused by negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; installation in an ungrounded system; damage due to fire or acts of God; vandalism; civil disturbances; structural overloading; power surges; lightning strikes; improper power supply; electrical current fluctuations; corrosive environment installations; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by LIGHT POLE PLUS or applicable electrical codes; or improper service of the Product performed by someone other than Buyer or its authorized service provider.

The determination of whether the Product is defective shall be made by LIGHT POLES PLUS in its sole discretion with consideration given to the overall performance of the Product. In the event LIGHT POLES PLUS, in the exercise of its sole discretion, determines that LIGHT POLES PLUS Goods or services furnished by it are defective as to material or workmanship, the sole remedy of the Buyer shall be, at the option of LIGHT POLES PLUS:


c. Return of the purchase price with LIGHT POLES PLUS reserving the option of salvage as to any remaining value of the Goods which have been furnished by LIGHT POLES PLUS.

LIGHT POLES PLUS reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by LIGHT POLES PLUS in its sole discretion, and the duration of the Limited Warranty is limited to the remainder of the original applicable Limited Warranty.
Cost of return, including shipping, shall be solely Buyer’s responsibility.

The Limited Warranty shall be deemed void in the event that, without the written consent of LIGHT POLES PLUS, the Goods or Products furnished by LIGHT POLES PLUS have been modified or in the event any replacement parts or additions to the Goods or Products supplied by LIGHT POLES PLUS have been made by the Buyer or by others without the written consent of LIGHT POLES PLUS.

A condition of any obligation for the above Limited Warranty shall be that the Buyer or anyone claiming under the Buyer observes all of the following:

a. Terms and Conditions of Sale, which can be found on the following website: www.lightpolesplus.com
b. Installation and Maintenance Guide which can be found on the LIGHT POLES PLUS website at: www.lightpolesplus.com

By way of example, and not by way of limitation, a small sample of the information contained on LIGHT POLES PLUS’s website set forth above are:

a. Upon receipt, Goods or Products must be carefully inspected and any possible or suspected damage from shipment must be immediately reported to the carrier and to LIGHT POLES PLUS.

b. Although rare, harmonic vibration results from site conditions that vary by geography. This is unpredictable and may damage light poles or other structural components. The customer should conduct a routine inspection of the base weld and handhole section to identify possible stress cracks and damage from harmonics and loosening of any bolts and hardware on the pole and light fixtures. The LIGHT POLES PLUS Warranty specifically excludes fatigue failure or similar phenomenon resulting from site induced vibration, harmonic oscillation or resonance associated with movement of air current around the Goods or Products.

c. LIGHT POLES PLUS Goods or Products must be properly removed from their packaging immediately upon receipt by or on behalf of the Buyer to prevent the possibility of any permanent damage to Goods or Products finish and the Goods or Products must be stored in dry conditions prior to their installation in accord with LIGHT POLES PLUS Terms and Conditions of Sale and Installation and Maintenance Guide which can be found at the websites of LIGHT POLES PLUS, including www.lightpolesplus.com.

In the event Buyer wishes to receive a direct email or “hard” copy of the LIGHT POLES PLUS Terms and Conditions of Sale and/or the Installation and Maintenance Guide, please contact the LIGHT POLES PLUS sales representative with whom the Buyer has dealt.

In order to make a warranty claim, you must notify LIGHT POLES PLUS in writing within thirty (30) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller’s other warranty requirements. Upon receiving that notice, LIGHT POLES PLUS may require you to promptly return the Product to LIGHT POLES PLUS, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Light Poles Plus, LLC, 206 West McWilliams Street, Fond du Lac, WI 54935.

This warranty is effective for purchases of Product on or after the effective date set forth below. LIGHT POLES PLUS reserves the right to modify this Limited Warranty from time to time. Any modification of this Limited Warranty shall be effective for all orders placed with Seller on or after the Effective date of such modified or revised Limited Warranty.

Effective Date: August 1, 2016