



# Light Pole Systems, Inc. Terms and Conditions

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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.

- 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.
  
- 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.



## Light Pole Systems Return Policy

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- Light Pole Systems, Inc. will buy back any stocking orders if not sold within one year.
- 25% restocking fee on standard orders.
- No returns on special orders.
  - All Round and Powder-coated Universal Locking Hand Hole Covers are special order.
  - Any Pole Repair Kit not stocked it special order.



## Light Pole Systems, Inc. INTERNET MINIMUM ADVERTISED PRICE POLICY

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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](http://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.