

TERMS AND CONDITIONS

These Standard Terms and Conditions are applicable to all sales by Whitco Company, LLP (“Whitco”) of its products. Any deviation from these Standard Terms and Conditions must be specifically agreed to in writing by Whitco. In the event of any conflict between these Standard Terms and Conditions and the terms of any purchase order submitted to Whitco, these Standard Terms and Conditions shall control.

Warranty:

Whitco warrants its products sold (collectively “Products” or individually a “Product”) to be free from defects in material and workmanship for a period of one (1) year starting from the date of shipment by Whitco. By way of illustration and not limitation, the following, are not covered by Whitco Company under this warranty:

- Electrical Equipment and/or installation including, but not limited to, wiring by contractors, connections by contractors, fuses, junction box, ballasts, lamps, bulbs, tubes and fixtures.
- Installation and/or damage during installation.
- Vandalism or abuse.
- Repairs, modifications or alterations not performed by Whitco.
- Severe weather conditions or events such as, but not limited to, hurricanes, tornados, lightning-strikes, hail, earth-quakes or other acts of God.
- Normal wear and tear, aging or weathering.
- Anchor bolts not supplied by Whitco.
- Fatigue caused by the unpredictable phenomenon of harmonic vibration.

The exclusive remedy and Whitco’s entire obligation under this warranty shall be, at Whitco’s option, (i) to repair or replace the Product, which is defective in materials or workmanship, or (ii) to refund the purchase price for such Product. Whitco shall not be liable for special, indirect, incidental or consequential damages of any kind. **The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, expressed, or implied including, but not limited to, any warranty of merchantability or fitness for a particular purpose, which warranties are specifically excluded.**

Whitco’s obligations under this warranty are further conditioned upon the customer providing, upon request and without cost to Whitco, the following:

- Maintenance records with respect to alleged
- Access to alleged defective Products.
- System test data as requested.
- Demonstration to the reasonable satisfaction of Whitco that qualified and competent contractors, typically engaged in Product installation, assembled and erected any alleged defective Products.

Taxes:

Whitco reserves the right to add to the sales price of a Product any sales tax, duty, excise or any other tax which may be imposed on or in connection with the sale of any Product.

Returned Goods:

Products may not be returned without Whitco’s advance written approval. If goods are approved for return by Whitco, the customer must pre-pay return shipment charges and pay a restocking charge determined by Whitco. Goods tentatively approved for return will be inspected by Whitco upon arrival for final determination of acceptable return credit.

Terms of Payment:

Terms of payment are net, 30-days from the date of invoice. All other proposed payment terms must be submitted to and accepted by Whitco in writing prior to order placement. Discount for payment prior to net-30 days is not acceptable.

Cancellations:

No order may be cancelled without Whitco’s written consent. Consent to cancellation of an order may be subject to the customer’s payment of a cancellation charge to be determined in Whitco’s discretion based upon expenses incurred and commitments made by Whitco prior to the request for cancellation.

Claims for Shortages:

All claims for shortages must be made in writing received by Whitco within thirty (30) days of receipt of shipment at shipping destination.

Quotations:

Prices quoted are subject to receipt and acceptance of order within 30 days of the quotation. Whitco Company, LLP is the final authority with respect to the issuance of all quotations, bids, and price schedules, and the acceptance of all contracts and orders.

Delivery:

Factory shipping dates given in advance of actual shipment are estimated by Whitco and are not fixed or guaranteed shipment dates. Whitco is not liable for failure of or delay of performance due to (i) causes beyond reasonable control; (ii) any act of God; (iii) any act or omission of the customer; (iv) any act of a civil or military authority, government priority of other allocation or control; (v) any fire, strike or other labor difficulty, riot or other civil disturbance; (vi) the insolvency or other inability to perform by any party other than Whitco; (vii) any delay in transportation, or (viii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance by Whitco Company, LLP, shall be extended for a period equal to the time lost by reason of delay. In addition to any other right which Whitco may have hereunder or at law, Whitco may suspend shipment of any goods for which Whitco has not already received payment whenever the customer is in default under this or any other agreement between Whitco and the customer.

Freight:

All sales are prices F.O.B. jobsite within the 48 contiguous United States of America. Any reconsignment, redelivery or storage expenses shall be the responsibility of the purchaser. **Freight costs for the pre-shipment of anchor bolts and/or templates will be at the expense of, and invoiced to the purchaser.**

Routing and method of shipment will be determined in the sole discretion of Whitco. The Purchaser will assume charges for special services such as cartage, airfreight, express services, parcel post, and multiple deliveries and/or product loading sequence.

Product Selection:

The customer shall assume all responsibilities and/or liabilities which arise or occur as a result of improper selection of products for the application required. For design or stress loading applications, such as, but not limited to, overhead wiring, guying of structures, structure mounted banner attachments, or other field installed attachments, consult Whitco for respective design analysis, acknowledgment, and quotation.

Existing Foundation or Anchor Bolts:

The customer assumes all responsibilities and/or liabilities relating to the anchor bolts in the event Whitco poles are mounted onto pre-existing anchor bolt foundations or if anchor bolts are not provided by Whitco. The customer shall hold Whitco harmless from all loss or damage which relates to foundation design, regardless of whether existing or new installation and whether or not Whitco anchor bolts are utilized.

General:

Whitco Company, LLP reserves the right to change any portion or feature of its published catalog, maintenance & Installation Manual and/or specifications without notice to promote product improvement or allow for material availability. The contract for the sale of goods between Whitco and its customer shall be deemed to be performed in Tarrant County, Texas. All matters relating to the interpretation and effect of these Standard Terms and Conditions or any dispute relating to the sale of Whitco's products shall be governed by the laws of the State of Texas.