

**AV POLES AND LIGHTING INC.
TERMS AND CONDITIONS OF SALE**

Terms of Payment

Net 30 days from date of shipment (subject to credit approval). A service charge of 2% per month will be made on past due invoices.

Prices

Published prices are subject to change without notice. All orders will be acknowledged by and are subject to acceptance by the company. Hold orders are subject to increase at the time of release unless otherwise agreed upon. Minimum billing is 50.00 net.

All invoices are subject to federal, state, and local taxes. These taxes will be included on the invoice if applicable.

Freight

All shipments are freight on board (FOB) and will be shipped via land transportation at the company discretion. Title passes to consignee on delivery to the carrier. All Claims for loss or damage in transit must be made to the carrier by the consignee. Material will be prepaid and billed to our customer unless otherwise stated. Freight allowed is \$3000.00. Will Call services available.

All pre-shipment of anchor bolts are plus freight.

Restocking Charge

AV Poles and Lighting Inc. reserves the right to assess a minimum restocking charge of 50% of the order value if the order is canceled after it has been processed and has received an Estimated Ship Date.

Returned Goods

Acceptance to return goods must be authorized in writing by AV Poles and Lighting Inc. When material is accepted for return, the purchaser must pay return freight and a minimum re-stocking fee of 25% in addition to any rework to return the goods to saleable condition. All requests for return must be made within 30 days of shipment. The responsibility of the company for defective material is limited solely to the replacement or repair of the material and does not include any incidental or consequential damages which may occur. This would include any labor, repair costs, or transportation charges incurred without prior written authorization from the company.

Cancellation / Change Orders

Cancellation fee of a minimum of 50% applies to all acknowledged and released orders. Change orders will be accepted at n/c 15 days after the acknowledged released order. After 15 days 50% change order fee applies. General: Company reserves the right to change specifications without notice.

Limited Warranty

All company products are carefully tested and inspected before shipment and are warranted to be free of defects in material and workmanship for one (1) year from the date of shipment. Any defective products will be repaired or replaced at the option of the company, provided a written claim is made within the warranty period. Any action by the purchaser under or relating to this agreement or the products sold must be commenced within (1) year after such cause of action has accrued.

Standard Finishes are warranted not to peel, crack, blister or craze from normal atmospheric exposure for one (1) year from shipment date.

Company products have been designed in accordance with 2010 Florida Building Code (FBC). When selecting poles, total effective projected area (EPA) of the luminaries and adaptors must be considered. The total EPA should not exceed the maximum loading value recommended on each pole.

All poles must be installed per the companies' recommendations provided on each pole's cut sheet. Failure to do so will negate the 1 year pole warranty. Any product failure due to poor installation will not be covered by the company.

No warranty expressed or implied exist other than that included above. No person, agent, or distributor is authorized to give any warranty on behalf of the company.