

## Warranty Steel Poles

Nova Pole International Inc. warrants our product to be free from defects in materials, in workmanship, in functionality and in the structural integrity, subject to the terms and conditions and limitations stated below.

1. This warranty shall be in effect, for a period of ONE (1) YEAR, from the date of delivery to customer.
2. Excluded from this warranty are failures due to improper installation, and misapplication, damages due to handling, transportation, vehicular impact, abuse or vandalism.
3. The warranty for the galvanizing and powder coating on our product shall not extend to or otherwise be of any force or effect with respect to any of the following circumstances or events:
  - a. Exposure to other than normal weather and atmospheric conditions;
  - b. Failure, defect or damage due to:
    - i. Acts of God;
    - ii. Stray electric currents;
    - iii. Corrosives in the atmosphere;
    - iv. Heat in excess of 75 degrees Celsius;
    - v. Misuse, abuse or accident;
    - vi. Fire, explosion, and vandalism;
    - vii. Acts of third parties;
    - viii. Damage during or resulting from shipping, storage, erection, modification or use;
    - ix. Application, exposure or contact with noncompatible coatings, metals, or other substances.
4. The manner and technique of remedying such warrantable defects and failures shall be in the sole discretion of Nova Pole International Inc.
5. In the event Nova Pole International Inc. opts to replace product(s), only the cost of the replacement pole and delivery will be incurred by Nova Pole International Inc.
6. This warranty does not include any obligation to reimburse the customer for cost of removal, re-installation, or any other incidental expenses incurred.
7. This warranty extends only to the Customer who has issued a Purchase Order to Nova Pole International Inc. and is not transferable.
8. This warranty represents the entire warranty obligations of Nova Pole International Inc. to the Customer and is in lieu of all other warranties, whether expressed or implied.
9. This warranty shall be construed in accordance with the laws of the Province of Alberta or British Columbia and shall not be modified or amended except in writing signed by the President of Nova Pole International Inc.