

Terms & Conditions

PAYMENT TERMS

Net 30 days Subject to Credit Approval.

CONTRACT

This quotation number or copy of a NOVA POLE quote must be referenced on any resultant purchase order. This quotation and the included terms shall be deemed incorporated into and considered an integral part of any purchase order in response thereto and shall govern in case of any conflict between this and any other contract documents. It is deemed by Nova Pole that when a purchase order is received, these terms and conditions have been accepted by the buyer unless otherwise noted. The terms in this quotation govern the project that is sold and no contract or purchase order may override the terms in this quotation.

CHANGES / SCOPE OF WORK

NOVA POLE's sole responsibility shall be to manufacture in accordance with the terms and criteria as described above. NOVA POLE will not proceed with any change or additional work order except upon written authorization from Buyer and acceptance by NOVA POLE. Upon receipt of change, stop work, or cancellation of order notification, NOVA POLE will notify Buyer of the impact to price and delivery, and shall also have the right to enforce payment to the full contract price of the work completed and in process, up to the full value of the order. The contract shall be deemed separable as to the products sold, and such as not subject to any master terms and conditions.

PRICE VALIDITY

Prices given for this quote are firm fixed prices, not subject to indexing, and are valid for 30 days. All approval drawings or designs must be signed and released within 30 days issuance or further price increases may apply. Beyond validity period, all prices are subject to change without notice and shall not be binding on NOVA POLE until signed by NOVA POLE. Prices quoted include standard packaging according to NOVA POLE's determination. Any costs and taxes for special packaging requested by the Buyer shall be paid by the Buyer as an additional charge. Quoted prices are

based on current material availability at time of quote, these materials are subject to prior sale at which point quoted prices may not be valid.

TAXES, TITLE, SHIPPING

All pricing is quoted in currency stated on quotation. Prices do not include any applicable sales, use, excise, goods and goods and services, value added, or similar tax except as specifically noted. Prices quoted are FOB factory, freight extra unless otherwise noted on the quote. Risk of loss will pass to Buyer at Seller's point of shipment. If Buyer is unable to accept products in accordance with the shipments schedules, Buyer agrees to authorize "bill and hold". By bill and hold authorization, NOVA POLE will agree to hold shipment for a limited and defined period of time, while the Buyer agrees to title, invoicing, and payment term obligations. Should the Buyer refuse shipment beyond the time period designation in the bill and hold authorization, Buyer agrees to accept storage charges, NET 30 assessed for the undelivered product in increments of 30 days at NOVA POLE's then current storage rate.

BUYER'S FINANCIAL CONDITION

If, during the performance of this contract, the financial responsibility or condition of the Buyer is such that NOVA POLE in good faith deems itself insecure, of reasons including, but not limited to, Buyer insolvency, material change in ownership, failure to make payments in accordance with terms, etc., then in such event NOVA POLE is not obligated to continue performance under the contract and may stop products in transit and defer or decline to make delivery of products. NOVA POLE shall also have the right to enforce payment to the full contract price of the work completed and in process up to the full value of the order.

LEAD TIME / SHIPMENT SCHEDULES

Quoted shipment lead time is based on current factory schedule, and may vary depending on schedule at time of order receipt, release to manufacture, and production configuration approvals. Quoted lead time represents estimated shipping time from point of Buyer's release / approval of designs. Should specific

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release / approval be waived by the Buyer additional lead time for design definition may be required, not to exceed an additional two weeks. Time of shipment given is approximate and is not guaranteed. NOVA POLE will make a reasonable effort to fill orders promptly, and on stated delivery dates, but shall not be responsible for damages of any kind, direct or indirect, growing out of, or in consequence of delay in shipment.

DELAYS

NOVA POLE shall not be liable for any delays for any reason beyond its reasonable control, including, but not limited to, delays caused by acts of God, war, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in coating services, delays in transportation, shortages of materials, fuel, power, labour or supplies. Nova Pole shall not be liable for any damages arising for such delays, loss of use or for other direct, indirect, incidental, consequential or special damages of any kind whatsoever

DELIVERY AND FREIGHT

NOVA POLE shall have the right to optimize delivery cost via the consolidation of this requirement with other orders, shipping complete at one time of shipping in installments within the quoted time of delivery, and shall be completely at NOVA POLE's ' discretion. When delivery in installments is chosen by NOVA POLE, an invoice showing the price of goods shipped at the time of each shipment shall be generated, and the Buyer shall pay the amount of the invoice in accordance with the payment terms. Should Buyer require specific shipment methods / timing, including but not limited to, unconsolidated shipments, specific sequencing within shipment, etc., additional charges to the Buyer may be required. Any site delays in off-loading any shipment may result in additional charges to the BUYER.

ACCEPTANCE / WARRANTY

NOVA POLE warrants to the original Buyer for a period of one year from date shipped that the products are free from defects in material and workmanship. Buyer must give written notice to NOVA POLE of any alleged

defects in material or workmanship within 14 Days of receipt. Upon such notice and if the products are found by NOVA POLE to be defective, the sole responsibility of NOVA POLE under this limited warranty shall be to repair or replace at its option, defects during the warranty period. In no event shall NOVA POLE be liable for consequential or special damages, or for transportation, installation, adjustment, overhead, profit, liquidated damages, lost productivity, or other expenses which may arise in connection with such defective products unless advance written approval is granted by NOVA POLE. All claims for material shortages must be made within 48 Hours of shipment receipt.

EXCEPTIONAL CIRCUMSTANCES

In exceptional circumstances, continuous vibration due to abnormal wind conditions may lead to fatigue cracks at the welded connections. Typically, at the pole base or at the hand hole opening adjacent to the weld. As a preventative maintenance measure, it is recommended that poles and fixture arms be inspected on a regular basis. If a pole experiences excessive vibration, or if a crack is detected at the welded connection, immediately consult your agent or call Nova Pole 1-866-874-8889 or www.novapole.com

CANCELLATION AND RETURNS

NOVA POLE shall not accept any product returns for made to order projects. Some standard products may be returned with a Return Material Authorization obtained within 30 days after shipment. All returns and cancellations are subject to re stocking fees and or cancellation charges. Made to order projects may be subject to cancellation fees at any point after receipt of order.