



Terms and Conditions

Standard Terms and Conditions of Sale

Conditions

All orders or contracts are accepted with the understanding that they are subject to Strong Pole's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Strong Pole's current manufacturing schedules, and government regulations, orders, directives and restrictions that may be in effect from time to time.

Quotations

Written quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated on the face of the quotation. Quotes are subject to termination by notice within that period. Quotations are subject to correction in the event of clerical errors. Prices quoted are for specific quantities shown, released for manufacture and shipment at one time to one destination unless otherwise stated. Any change in the quantity of an order and/or split shipments are subject to price revision. Quotations are subject to change in the event complete specifications or requirements are not provided.

Prices

Prices are subject to change without notice and orders calling for future shipment will be billed according to the price in effect at the time of shipment, unless otherwise specified.

Taxes

Prices on the specified products are exclusive of all city, state and federal excise taxes, including without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

Purchase Order

If this quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing.

Packaging

Unless otherwise stated on the face of the quotation, all packaging will be in accordance with Strong Pole's standard practices for domestic and foreign shipments.

Shipment

203 N. Elm St. Kemp, TX 75143 Toll Free – 844-669-3537 Local – 903-498-0980 www.strongpoles.com

All prices are F.O.B. Strong Pole's factory locations (Kemp, Texas and/or Toronto, Ontario), unless otherwise stated. Method and route of shipment are at Strong Pole's discretion, unless the Buyer supplies explicit shipping instructions. When Buyer specifies method of shipment, any additional shipping expense will be charged to Buyer. Shipping charges are not intended to guarantee the delivery at or to destination. Identification of goods to the contract shall occur as each shipment is placed in the hands of the carrier.

Freight Charges are prepaid and added, unless a discrepancy is found during shipping (residential delivery when not disclosed to start with, additional handling charges due to an out of ordinary delivery address, etc). If any additional charges are found and added to the freight bill a subsequent invoice will be generated and payment will need to be made.

Anchor bolts or Anchor Cages shipped in advance of poles will be charged freight.

Freight Damage

Please inspect all items before signing for the shipment - Freight carriers are required to wait for you to inspect your complete order for damage. You have a choice with damaged freight, accept and note damage on the delivery bill before signing or refuse shipment completely.

If you do not note damage at time of delivery you are responsible for filling freight claim with carrier. During the freight claim process you will be requested to provide pictures of the damage, we suggest you take these pictures as soon as possible unless you refuse the delivery.

Deliveries

Deliveries shall be subject to, and contingent upon, strikes, labor difficulties, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Strong Pole's usual sources of supply, governmental decrees or orders, or without limiting the foregoing, any other delays beyond Strong Pole's reasonable control, and Strong Poles shall not be liable for any loss or damage arising therefrom. Strong Poles shall have the additional right, in the event of the happening of any of the above contingencies, at its option, to cancel this contract or any part thereof, without any resulting liability. Shipments made within twenty (20) days after specified date of delivery shall constitute a good delivery. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise.

Cancellation

An order once placed and accepted by Strong Poles can be canceled only with Strong Pole's consent and upon terms that will indemnify Strong Poles against loss.

Payment Terms

Strong Poles requires payment in full in advance of manufacture or shipment unless other arrangements have been made with Strong Poles.

Payment Options for US and Canada



International orders require payment via Bank Wire

Liability

Strong Poles shall not be liable for loss or damage of any kind resulting from delay or inability to

deliver on account of fire, labor troubles, accident, acts of civil or military authorities, or from any other cause beyond Strong Pole's control.

Returned Material

In no case are goods to be returned without prior written consent. Only unused Platforms or Attachments as currently manufactured, which has been invoiced to Buyer, within thirty (30) days, will be considered for return. Material accepted for credit is subject to a minimum service charge of twenty-five percent (25%) plus all transportation charges. Material built to order is not subject to return for credit under any circumstances. Goods must be securely packaged to reach Strong Poles without damage.

Strong Pole's Right of Possession

Strong Poles shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and repossess all goods which may be stored with Strong Poles for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all the merchandise is so recalled, retaken or repossessed shall become Strong Pole's absolute property, provided that the Buyer is given full credit therefore. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Strong Poles because of any default of Buyer under the Uniform Commercial Code as in force and effect in the State of Texas on the date of signing this agreement.

Controlling Provisions

These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Strong Poles makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally.

General

The provisions on the face hereof and these Terms and Conditions constitute the entire agreement among the parties and supersede the provisions of any purchase order, other communication between the parties or any statement or representation not included herein. This agreement may not be modified or amended except in a writing signed by the party intended to be bound thereby. This agreement shall be governed by the laws of the State of Texas.

Warranty (see full Warranty Statement for complete Warranty Policy)

Strong Poles warrants its aluminum pole assemblies for Twenty (20) Years against structural failure. This warranty does not cover failures or corrosion due to:

- Improper installation.
- Misapplication – product used outside of specified use.
- Damage from handling, transportation, installation, vehicular impact, abuse, or vandalism.
- Site specific wind induced or other vibration.
- Installation in soils with a pH under 5 or over 9.
- Improper grounding.

Strong Poles will, at its sole option, repair, replace, or credit Buyer's account for any product that does not conform to this warranty.

STRONG POLES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STRONG POLES SHALL NOT BE LIABLE FOR ANY OTHER LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES AND BACK CHARGES.

This warranty does not include reimbursement for the expense of installation or removal of equipment, transportation, or any other expenses which may be incurred. This warranty applies to the pole assembly only and does not include anchor bolts, connecting hardware, or foundation. Authorization must be obtained from Strong Poles before any material is returned. The foregoing states the Buyer's sole remedy for any breach of warranty by Strong Poles.