



WSD LED INC
Green Lighting Resources

STEEL POLE WARRANTY

WSD LED LIMITED ONE (1) YEAR WARRANTY

WSD LED 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) 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 non-compatible coatings, metals, or other substances.
- (4) The manner and technique of remedying such warrant-able defects and failures shall be in the sole discretion of WSD LED Inc.
- (5) In the event WSD LED Inc. opts to replace product(s), only the cost of the replacement pole and delivery will be incurred by the seller.
- (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 represents the entire warranty obligations of WSD LED Inc. to the Customer and is in lieu of all other warranties, whether expressed or implied.

This limited warranty excludes field labor and service charges related to the repair or replacement of the product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF THE PRODUCT IS UNINSTALLED FOR THE ORIGINAL INSTALLATION SITE AND USED FOR A NEW INSTALLATION.**

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES ARISING FROM THE PURCHASE, RESALE, USE, OR DISPOSAL OF ANY PRODUCT, WHETHER THE CLAIM ARISES UNDER TORT LAW, STRICT LIABILITY, PRINCIPLES OF EQUITY, OR CONTRACT. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE PURCHASE PRICE OF THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: June 05, 2020