

TERMS AND CONDITIONS

These Standard Terms and Conditions are applicable to all sales by Maverick Poles and Structure, LLC. Any deviation from these Standard Terms and Conditions must be specifically agreed to in writing by Maverick Poles and Structure, LLC. In the event of any conflict between these Standard Terms and Conditions and the terms of any purchase order submitted to Maverick Poles and Structure, LLC, these Standard Terms and Conditions shall control.

Warranty:

Maverick Poles and Structure, LLC warrants its products sold (collectively "Products" or individually a "Product") to be free from defects in material and workmanship for a period of one (1) year starting from the date of shipment. By way of illustration and not limitation, the following, are not covered by Maverick Poles and Structure, LLC under this warranty:

- Electrical Equipment and/or installation including, but not limited to, wiring by contractors, connections by contractors, fuses, junction box, ballasts, lamps, bulbs, tubes and fixtures.
- Installation and/or damage during installation.
- Vandalism or abuse.
- Repairs, modifications or alterations not performed by Maverick Poles and Structure, LLC.
- Severe weather conditions or events such as, but not limited to, hurricanes, tornados, lightning-strikes, hail, earth-quakes or other acts of God.
- Normal wear and tear, aging or weathering.
- Anchor bolts not supplied by Maverick Poles and Structure, LLC.
- Fatigue caused by the unpredictable phenomenon of harmonic vibration.

The exclusive remedy and Maverick Poles and Structure, LLC's entire obligation under this warranty shall be, at their option, (i) to repair or replace the Product, which is defective in materials or workmanship, or (ii) to refund the purchase price for such Product. Maverick Poles and Structure, LLC shall not be liable for special, indirect, incidental or consequential damages of any kind. **The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, expressed, or implied including, but not limited to, any warranty of merchantability or fitness for a particular purpose, which warranties are specifically excluded.** Maverick Poles and Structure, LLC's obligations under this warranty are further conditioned upon the customer providing, upon request and without cost to Maverick Poles and Structure, LLC, the following:

- Maintenance records with respect to alleged products

- Access to alleged defective Products.
- System test data as requested.
- Demonstration to the reasonable satisfaction of Maverick Poles and Structure, LLC that qualified and competent contractors, typically engaged in Product installation, assembled and erected any alleged defective Products.

Taxes:

Maverick Poles and Structure, LLC reserves the right to add to the sales price of a Product any sales tax, duty, excise or any other tax which may be imposed on or in connection with the sale of any Product.

Returned Goods:

Products may not be returned without Maverick Poles and Structure, LLC's advance written approval. If goods are approved for return by Maverick Poles and Structure, LLC, the customer must pre-pay return shipment charges and pay a restocking charge determined by Maverick Poles and Structure, LLC. Goods tentatively approved for return will be inspected by Maverick Poles and Structure, LLC upon arrival for final determination of acceptable return credit.

Terms of Payment:

Terms of payment are net, 30-days from the date of invoice. All other proposed payment terms must be submitted to and accepted by Maverick Poles and Structure, LLC in writing prior to order placement. Discount for payment prior to net-30 days is not acceptable.

Cancellations:

No order may be cancelled without Maverick Poles and Structure, LLC's written consent. Consent to cancellation of an order may be subject to the customer's payment of a cancellation charge to be determined in Maverick Poles and Structures, LLC's discretion based upon expenses incurred and commitments made by Maverick Poles and Structure, LLC prior to the request for cancellation.



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Claims for Shortages:

All claims for shortages must be made in writing received by Maverick Poles and Structure, LLC within thirty (7) days of receipt of shipment at shipping destination.

Quotations:

Prices quoted are subject to receipt and acceptance of order within 30 days of the quotation. Maverick Poles and Structure, LLC is the final authority with respect to the issuance of all quotations, bids, and price schedules, and the acceptance of all contracts and orders.

Delivery:

Factory shipping dates given in advance of actual shipment are estimated by Maverick Poles and Structure, LLC and are not fixed or guaranteed shipment dates. Maverick Poles and Structure, LLC is not liable for failure of or delay of performance due to (i) causes beyond reasonable control; (ii) any act of God; (iii) any act or omission of the customer; (iv) any act of a civil or military authority, government priority of other allocation or control; (v) any fire, strike or other labor difficulty, riot or other civil disturbance; (vi) the insolvency or other inability to perform by any party other than Maverick Poles and Structure, LLC; (vii) any delay in transportation, or (viii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance by Maverick Poles and Structure, LLC, shall be extended for a period equal to the time lost by reason of delay. In addition to any other right which Maverick Poles and Structure, LLC may have hereunder or at law, Maverick Poles and Structure, LLC may suspend shipment of any goods for which Maverick Poles and Structure, LLC has not already received payment whenever the customer is in default under this or any other agreement between Maverick Poles and Structure, LLC and the customer.

Freight:

All sales are priced F.O.B. jobsite within the 48 contiguous United States of America. Any reconsignment, redelivery or storage expenses shall be the responsibility of the purchaser. **Freight costs for the pre-shipment of anchor bolts and/or templates will be at the expense of, and invoiced to the purchaser.** Routing and method of shipment will be determined in the sole discretion of Maverick

Poles and Structure, LLC. The Purchaser will assume charges for special services such as cartage, airfreight, express services, parcel post, and multiple deliveries and/or product loading sequence.

Product Selection:

The customer shall assume all responsibilities and/or liabilities which arise or occur as a result of improper selection of products for the application required. For design or stress loading applications, such as, but not limited to, overhead wiring, guying of structures, structure mounted banner attachments, or other field installed attachments, consult Maverick Poles and Structure, LLC for respective design analysis, acknowledgment, and quotation.

Existing Foundation or Anchor Bolts:

The customer assumes all responsibilities and/or liabilities relating to the anchor bolts in the event Maverick Poles and Structure, LLC poles are mounted onto pre-existing anchor bolt foundations or if anchor bolts are not provided by Maverick Poles and Structure, LLC. The customer shall hold Maverick Poles and Structure, LLC harmless from all loss or damage which relates to foundation design, regardless of whether existing or new installation and whether or not Maverick Poles and Structure, LLC anchor bolts are utilized.

General:

Maverick Poles and Structure, LLC reserves the right to change any portion or feature of its published catalog, maintenance & Installation Manual and/or specifications without notice to promote product improvement or allow for material availability. The contract for the sale of goods between Maverick Poles and Structure, LLC and its customer shall be deemed to be performed in Tarrant County, Texas. All matters relating to the interpretation and effect of these Standard Terms and Conditions or any dispute relating to the sale of Maverick Poles and Structure, LLC products shall be governed by the laws of the State of Texas.



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