HALCO LIGHTING TECHNOLOGIES STEEL POLE LIMITED WARRANTY

Halco Lighting Technologies (hereinafter called “Halco”), 2940 Pacific Drive, Norcross, GA 30071, warrants to the purchaser that steel poles purchased through Halco will 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 the 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 other powder coating on our products 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 electrical 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 the supplier (Halco).

5. In the event Halco 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 Halco 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 FROM THE ORIGINIAL INSTALLATION SITE AND USED FOR A NEW INSTALLATION.

Warranty Exclusion Clause for Steel Poles Exported:

This warranty shall be void for steel poles that are exported outside the U.S. and its territories. The distributor, private labeler or OEM assumes all responsibility imposed by statute, regulation or law on steel poles sold into those markets.

NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.
The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. The warranty sets forth Halco’s responsibilities regarding the steel pole and claimant’s exclusive remedy.

LIMITATION OF LIABILITY. Halco will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, be liable for consequential, compensatory, incidental, indirect, special or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of steel pole or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute steel poles, facilities of service, down time cost, or claims of claimant’s customers 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. Halco’s liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement from the steel poles or services furnished hereunder shall not exceed the price of the specific steel pole or steel poles which gives rise to the claim.

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: July 15, 2025

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