

## Terms and Conditions of Sale

### Conditions

All orders or contracts are accepted with the understanding that they are subject to Concord American Flagpole's (CAFP) ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to CAFP'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. Quotations are subject to termination by notice within that period. Quotations are subject to correction in the event of stenographic or 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.

### Prices

Prices shown in this price list are Recommended List Prices and do not include freight or installation costs. Dealer discounts are applicable. Prices are FOB shipping facility. CAFP will pay the freight and add a freight charge to the invoice. Upon request, motor freight shipments can be shipped collect or as a prepaid in the name of the invoice bill-to. Purchases are invoiced at the time of shipment. Applications for an open account should be submitted in advance of placing the first order. Credit card orders are accepted.

To qualify for listed Quantity discounts, the following guidelines are in effect:

- Quantities of similar items within a product group of similar groups may be mixed to achieve the discounted pricing.
- The order should be a single order shipping to a single destination. Contact Customer Service for blanket or multiple release orders.

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.

### Shipment

All prices are F.O.B. factory of origination (TX, VA, or MN), unless otherwise stated. Method and route of shipment are at CAFP'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.

### 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 CAFP's usual sources of supply, governmental decrees or orders, or without limiting the foregoing, any other delays beyond CAFP's reasonable control, and CAFP shall not be liable for any loss or damage arising therefrom. CAFP 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.

If merchandise is delivered showing signs of freight damage, refuse the shipment and contact Customer Service within three (3) business days. We will promptly reship your order and file a freight claim for the damages. If a visually damaged shipment is accepted and the damage later claimed, the responsibility for filing the claim may be that of the customer.

### Packaging

Unless otherwise stated on the face of the quotation, all packaging will be in accordance with CAFP's standard practices for domestic shipments. Cartons of parts are carefully packed. CAFP will not be responsible for any shortages if they are not reported within 30 days of receipt.

**NOTE:** Satin aluminum flagpole shafts can stain if allowed to remain in contact with wet or damp wrappings. If there is any sign of moisture, immediately remove the shaft from the tube, unwrap, and dry immediately. If the shaft is to be stored outdoors, it must be stored off the ground and unwrapped.

### Limited Lifetime Warranty For Flagpoles

Concord American Flagpole ("CAFP") warrants to the first purchaser ("Buyer") of a CAFP flagpole shaft (the "Flagpole") that the Flagpole will, upon shipment by CAFP, be free from defects in material and workmanship and to be free from corrosion except those items normally consumed in service (the "Warranty"). The Warranty applies to the pole shaft only and excludes anchor bolts, flagpole accessories, foundations and finishes such as powder coating and anodizing. CAFP provides separate warranties for its anodized and powder coated finishes and for hardware and other Flagpole accessories. WITH RESPECT TO FLAGS, CAFP MAKES NO, AND EXPRESSLY DISCLAIMS, ALL WARRANTIES.

If any failure to conform to the Warranty appears, and written notice of such failure is given to CAFP during the lifetime of the Flagpole's intended use (the "Warranty Period"), CAFP will, upon substantiation of such nonconformity and at its sole option, either repair or replace the non-conforming Flagpole. Specifically excluded from the Warranty is the cost to remove, ship, replace, or reinstall the non-conforming or repaired/replaced Flagpole. Repair or replacement by CAFP is the Buyer's sole remedy, and CAFP's sole obligation, in the event of a failure to conform to the Warranty. The Warranty does not cover defects or failures resulting from improper maintenance, misuse, abuse, radiation, overloading, accident, acts of God, or other casualty beyond the control of CAFP, alterations, modification or additions without written permission from CAFP, or from failures or corrosion due to:

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- 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.
- Installation using highly caustic grouts or concrete.
- Improper grounding.

All warranty claims must be directed to: CONCORD AMERICAN FLAGPOLE, Customer Service Department, 4155 Patriot Drive, Grapevine, Texas 76051. The Flagpole shall not be returned without prior written authorization of CAFPP and must be shipped freight prepaid by the Buyer. If CAFPP elects to replace the nonconforming Flagpole, such replaced Flagpole shall become the property of CAFPP.

CAFPP MAKES NO OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED WARRANTIES OTHER THAN THOSE THAT MAY NOT BE DISCLAIMED AS A MATTER OF LAW. THE DURATION OF ANY IMPLIED WARRANTY THAT MAY NOT BE DISCLAIMED BY APPLICABLE STATE OR FEDERAL LAW IS LIMITED TO THE WARRANTY PERIOD.

Regardless of whether a claim against CAFPP is based on the Warranty or is an action in contract, tort (negligence or strict liability) or otherwise, CAFPP's liability for losses, damages, or expenses of any kind arising from the design, manufacture, installation, use, repair, or sale of the flagpole is limited, unless otherwise prohibited by applicable law, to an amount not exceeding the cost of the CAFPP flagpole giving rise to such liability. CAFPP shall not be liable or responsible for any indirect, incidental, consequential or special damages.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

### Limited One-Year Warranty



### For Flagpole Accessories

Concord American Flagpole ("CAFPP") warrants to the first purchaser ("Buyer") of a CAFPP aluminum flagpole that the accessories other than flags (the "Accessories") accompanying the flagpole or sold as replacement component parts will, upon shipment by CAFPP, be free from defects in material and workmanship (the "Warranty").

If any failure to conform to the Warranty appears and written notice of such failure is given to CAFPP within one (1) year from the date of shipment by CAFPP (the "Warranty Period"), CAFPP will, upon substantiation of such failure and at its sole option, either repair or replace the non-conforming Accessory. Specifically excluded from the Warranty is the cost to remove, ship, or reinstall the flagpole or the Accessory. Repair or replacement by CAFPP is the Buyer's sole remedy, and CAFPP's sole obligation, in the event of a failure to conform to the Warranty. The Warranty does not cover defects or failures resulting from improper installation or maintenance, misuse, abuse, radiation, overloading, accident, acts of God, alterations, modification or additions without written permission from CAFPP, or any other occurrences beyond the control of CAFPP.

### Limited One-Year Warranty For Anodized Finish

Concord American Flagpole ("CAFPP") warrants to the first purchaser ("Buyer") of a CAFPP aluminum flagpole that the anodized finish (the "Finish") on the flagpole will, upon shipment by CAFPP, be free from defects in material and workmanship (the "Warranty").

If the Finish exhibits any excessive fading due to normal climatic exposure, and written notice of such failure is given to CAFPP within one (1) year from the date of shipment by CAFPP (the "Warranty Period"), CAFPP will, upon substantiation of such failure and at its sole option, either repair or replace the Finish. Anodizing is an electro-chemical process resulting in a colored aluminum oxide layer on the flagpole surface. Color variation will inherently occur between the tube (Alloy 6063-T6), castings (Alloy 356) and weld metal (Alloy 4043). Minute differences in the surface properties of the tube caused by fabrication processes such as tapering can also result in slight color variation of anodized finishes. These variations are more pronounced in light and medium color anodizing. These color variations in anodized finishes are not defects or failures and are not covered by the Warranty. Specifically excluded from the Warranty

is the cost to remove, ship, or reinstall the flagpole with the Finish. Repair or replacement by CAFPP is the Buyer's sole remedy, and CAFPP's sole obligation, in the event of a failure to conform to the Warranty. The Warranty does not cover defects or failures resulting from improper installation or maintenance, misuse, abuse, radiation, overloading, use of caustic cleaning agents, accident, acts of God or other casualty beyond the control of CAFPP.

### Limited One-Year Warranty For Powder Coated Finish

Concord American Flagpole ("CAFPP") warrants to the first purchaser ("Buyer") of a CAFPP aluminum flagpole that the factory-applied powder coating (the "Coating") on the flagpole will, upon shipment by CAFPP, be free from defects in material and workmanship (the "Warranty").

If the Coating exhibits any cracking, peeling or excessive fading, and written notice of such failure is given to CAFPP within one (1) year from the date of shipment by CAFPP (the "Warranty Period"), CAFPP will, upon substantiation of such failure and at its sole option, either repair or replace the Coating. Specifically excluded from the Warranty is the cost to remove, ship, or reinstall the flagpole with the Coating. Repair or replacement by CAFPP is the Buyer's sole remedy, and CAFPP's sole obligation, in the event of a failure to conform to the Warranty. The Warranty does not cover defects or failures resulting from improper installation or maintenance, misuse, abuse, radiation, overloading, use of caustic cleaning agents, accident, acts of God or other casualty beyond the control of CAFPP.

### Limitations of Warranties

Flagpole shafts and Accessory cartons should be inspected upon delivery. Products are carefully packaged and while visible damage does not guarantee automatic flagpole or accessory damage, it is a reason to inspect more closely. Note any sign of damage or shortage on the freight bill when signing for the product. Warranties do not cover failure to notify common carriers of apparent or concealed damages when receiving merchandise or staining on Satin finish flagpoles due to failure to remove product from wet or damp wrappings.

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### Limitations of Remedy

CAFP MAKES NO OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED WARRANTIES OTHER THAN THOSE THAT MAY NOT BE DISCLAIMED AS A MATTER OF LAW. THE DURATION OF ANY IMPLIED WARRANTY THAT MAY NOT BE DISCLAIMED BY APPLICABLE STATE OR FEDERAL LAW IS LIMITED TO THE WARRANTY PERIOD.

Regardless of whether a claim against CAFPP is based on the warranty or is an action in contract, tort (negligence or strict liability) or otherwise, CAFPP's liability for losses, damages, or expenses of any kind arising from the design, manufacture, installation, use, repair, or sale of the flagpole is limited, unless otherwise prohibited by applicable law, to an amount not exceeding the cost of the CAFPP flagpole giving rise to such liability. CAFPP shall not be liable or responsible for any indirect, incidental, consequential or special damages.

### **Warranty Service**

All warranty claims must be directed to: CONCORD AMERICAN FLAGPOLE, Customer Service Department, 4155 Patriot Drive, Suite 100, Grapevine, TX 76051. Neither the flagpole nor the Accessory shall be returned without prior written authorization of CAFPP and must be shipped freight prepaid by the Buyer. For further information, you may call CAFPP Customer Service at 800-527-3902.

### **Legal Rights**

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

### **CAFP's Right of Possession**

CAFP 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 good which may be stored with CAFPP 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 CAFPP's absolute property, provided that the Buyer is given full credit therefor. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to CAFPP because of any default of Buyer under the Uniform Commercial Code as in force and effect in the Commonwealth of Virginia on the date of order of acceptance.

### **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. CAFPP makes no representations or warranties concerning any order except such as are expressly contained herein, and, these terms and conditions may not be changed or modified orally.

### **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.

### **Payment Terms**

Net amount of invoice is due and payable in full within thirty (30) days of invoice date. If in CAFPP's opinion, the financial condition of the Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, CAFPP may require full or partial payment in advance of manufacture or shipment. Any indebtedness owing to CAFPP for a period longer than thirty (30) days shall bear interest until paid at the current prime rate published in the Wall Street Journal. If CAFPP finds it necessary to place any indebtedness hereunder in the hands of an attorney for collection, the Buyer shall pay all expenses and costs of collection, including reasonable attorney's fees.

### **Liability**

CAFP 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 CAFPP's control.

### **Cancellation**

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

### **Returned Material**

In no case are goods to be returned without prior written consent. Only unused material as currently manufactured, which has been invoiced to Buyer within ninety (90) 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 CAFPP without damage.

### **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 Commonwealth of Virginia.

## Concord American Flagpole warrants its aluminum flagpole shafts for their LIFETIME

By combining industry-leading manufacturing technologies with exceptional Engineering and Design, Concord American Flagpole provides the highest quality products available to the industry today. We truly believe in the longevity and durability of our aluminum flagpole assemblies, and are proud to offer the flagpole industry's first Lifetime Flagpole Shaft Warranty. (Residential Flagpole Kits excluded.)

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## Concord American Flagpole Limited Warranty — Hardware and Accessories

In addition to the Lifetime Flagpole Shaft Warranty, Concord American Flagpole warrants hardware and accessories to be free from defects in material and workmanship for a period of one year from the date of shipment (Flags and other exceptions noted). This **Best-in-Class Warranty** is made possible through strict Vendor Certification guidelines and a dedication to superior Quality Control.

Visit [www.ConcordAmericanFlagpole.com](http://www.ConcordAmericanFlagpole.com) for complete Warranty information.

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## Restock Policy

Any purchase order where material and/or labor has been applied is subject to a (25%) restocking fee against the cost of the cancelled items. This fee will be invoiced as a separate statement referencing the original purchase order.

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## Storage of Materials

All material placed as part of an order scheduled to be a customer pickup will be stored onsite for a maximum of (20) calendar days. After the term of (20) calendar days has been surpassed the order will be cancelled and the restock policy will be applied.

