

Pole Limited Warranty (“Warranty or “Contract”)

I. What the Warranty Covers

Cooper Lighting, LLC (“Cooper”) warrants to the end user of the original installation location (“You” or “User”) that new poles purchased from Cooper or an authorized distributor (“Products”) shall, **for a period of 1 year from the date of original shipment (the “Warranty Period”), be free from defects in material and workmanship.** During the Warranty Period, Cooper’s sole obligation, and User’s sole remedy, shall be to repair or replace Products found to be defective as defined herein. Cooper shall not be bound by any terms, conditions, or representations, which are not stated herein including, but not limited to, any statements made by distributors or re-sellers.

II. What Voids or is Not Covered Under the Warranty

This Warranty is void, and Cooper shall have no liability hereunder, with respect to a Product that: (a) is installed or used in a manner that is not in accordance with the applicable specifications, codes, standards, and instructions, including installation with attachments other than luminaires except attachments previously authorized by Cooper, or installation in unsuitable locations, such as locations with deleterious vibration, harmonic oscillation, or resonance conditions from air current; (b) has, without the prior written consent of Cooper, been modified, tampered, or disassembled (including, without limitation, alteration or removal of serial numbers or factory supplied stickers or labels); or (c) contains or uses unauthorized components, parts, accessories, or other materials, including, without limitation, pre-existing anchorages, or anchor bolts, bolt adapters, or nuts.

This Warranty does not cover:

- a) cosmetic defects;
- b) damage, defects, or failure caused by:
 - i. acts of God;
 - ii. accident, misuse, misapplication, abuse, negligence, or modification of any part of the Product;
 - iii. improper storage, installation, repair, operation, inspection or maintenance;
 - iv. vibration, harmonic oscillation, or resonance from air current;
 - v. unsuitable soil conditions at the installation site;
 - vi. the use of unauthorized components, parts, accessories, or other materials or by equipment or products manufactured by someone other than Cooper;
 - vii. wrong or inadequate electrical current or connection; or
 - viii. transit.
- c) Other equipment or products manufactured by someone other than Cooper;
- d) Labor or contractor costs associated with removing or replacing Products.

III. Warranty Claims

Cooper shall have no liability for any claim made under the Warranty unless User maintains and produces to Cooper upon request sufficient records (as determined by Cooper) of the operating, maintenance, and testing history of the Products.

IV. Replacement of or Repair to Product

Cooper, in its discretion, may use comparable product of equal or greater value to replace a Product that meets the conditions of this Warranty. Furthermore, in performing repairs to a Product that meets the conditions of this Warranty, Cooper reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts. Repaired or replaced Products are warranted for the remainder of the original Warranty Period. Cooper reserves the right to examine all returned Products, their specific installation location, and patterns of usage to determine the cause of failure.

V. Limitation of Warranty

THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. COOPER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COOPER’S SOLE LIABILITY AND USER’S EXCLUSIVE REMEDY FOR FAILURE OF COOPER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

VI. Limitation of Liability

THE REMEDIES OF THE USER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND ARE USER’S SOLE REMEDIES FOR ANY FAILURE OF COOPER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL COOPER BE LIABLE IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS TO WHICH THIS WARRANTY RELATES, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE USER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF USER HAS BEEN ADVISED OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF COOPER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

VII. Severability

If any term or provision of this Warranty, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Warranty, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

VIII. Choice of Law

The Warranty shall be construed and enforced in accordance with the laws of the state of Texas and the laws of the United States applicable in that state.

IX. Other Terms and Conditions

All other terms and conditions in Cooper’s domestic Terms and Conditions shall apply.