

Utility Metals
Terms and Conditions of Sale
For Shipments Within the United States
Effective October 24, 2023



WARRANTY

What Does This Warranty Cover?

This warranty covers any defects in materials or workmanship under normal use and service.

How Long Does the Coverage Last?

For all material and workmanship claims, except paint finish, a period of 1 year from the date of original shipment (the “Warranty Period”) for all Utility Metals products. Within the first (5) years from the date of shipment the painted finish of the product will be considered defective in material or workmanship only if there is substantial deterioration in the form of blistering, cracking, or peeling. Utility Metals 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.

What Will Utility Metals Do?

Any goods found to be defective, upon examination by Utility Metals, shall be repaired or replaced without charge within the continental United States.

What Does This Warranty Not Cover?

Utility Metals will not be responsible under this warranty for any product failures that result from improper installation, overloading, accidents, acts of nature, improper storage, exposure to hazardous substances, alterations, modifications or negligence of the purchaser or end user.

This warranty does not cover the labor required to remove and/or reinstall the original or replacement parts, nor does it cover the cost to ship the replacement parts or the cost to return ship the original parts.

All Utility Metals poles are warranted to meet listed EPA requirements. Any pole which has a lower EPA rating than the indicated wind-loading zone where the pole will be located is specifically excluded from this warranty

This warranty also excludes fatigue failure or similar phenomena resulting from excessive vibration caused by site specific wind conditions, the profile of the fixture, or other external factors, harmonic oscillation, or resonance associated with movement of air currents around the product.

The painted finish is not warranted against fading or chalking due to normal aging.

In no event shall Utility Metals be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, arising out of the sale or performance of any products or services, or any breach of warranty or obligations under warranty even if informed of the possibility of such damages, whether as the result of breach of contract, warranty, tort (including negligence), strict liability, or any other theory. In no event shall Utility Metals be liable for any loss of time, profits or revenues, lack or loss of productivity, interest charges or cost of capital, cost of substitute equipment, systems, services or downtime costs, loss or corruption of data, damage to or loss of use of property or equipment or any inconvenience arising out of any breach of the foregoing warranty or obligations under such warranty.

All export taxes, fees and duties occurring from warranty shipments beyond the continental United States will be the customer’s responsibility.

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How Do You Get Service?

To be eligible for service under this warranty, you must register for your warranty within 12 months of purchasing the Utility Metals product. You can register online at www.utilitymetals.com/contact-us. To contact Utility Metals about a defect in material or workmanship, please call 1-800-627- 8276. The above warranties are given in lieu of all other warranties expressed or implied, including without limitations, the warranty of merchantability and the warranty of suitability for a particular purpose. It is expressly agreed that Utility Metals assumes no liability for liquidated damages arising out of a breach of contract, including any warranties arising there from, and buyer's remedy shall be limited to repair, or replacement of defective parts as described above. Utility Metals warrant the items purchased from other manufacturers only to the extent of the normal warrants of these manufacturers.

QUOTATIONS

Prices quoted are subject to receipt and acceptance of order within 30 days of the date of the quotation unless otherwise noted on quote. Please send all new requests for quotations to quotesum@utilitymetals.com

All PO's sent must include quote reference number where applicable.

ORDERS

All orders, including any change orders, must include a written purchase order within 24 hours of request. All orders are subject to acceptance only at Seller's facility in Louisville, KY. These Terms and Conditions of Sale shall be deemed accepted by Buyer upon Seller's receipt of Purchase Order from Buyer. No condition stated by Buyer shall be binding upon Seller if in conflict with, inconsistent with or in addition to the Terms and Conditions of Sale, unless expressly accepted in a writing signed by Seller. In the event of conflict or differences in the terms or conditions of Buyer's Purchase Order and the Terms of Conditions of Sale herein, the Terms and Conditions of Sale of Seller shall govern.

ORDER CHANGES and CANCELLATIONS

1. **Paint-Quick** items may be cancelled or changed within **24 HOURS** of confirmation of order. * **
2. **Quick-Ship** items may be cancelled or changed within **24 HOURS** of confirmation of order. **
3. **Non-stock** catalog items may be cancelled or changed within **48 HOURS** of confirmation of order. *, **
4. **First-time custom** items are **not eligible** for cancellation or change once customer has approved (signed-off) an engineering drawing. **
5. **Ship-to address changes** must be made within **10 DAYS** following confirmation of order. If a **ship-to address change is requested beyond this deadline**, it will be subject to a **change-fee up to \$250.00USD**.

* Cancellation charges up to 100% of order value may apply.

** Requests for changes or cancellations outside of the above published deadlines may be permitted, but is not guaranteed, and at the sole discretion of Utility Metals Management. **Written consent** from Utility Metals must be obtained **prior to the cancellation or change** on any order.

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RETURNED GOODS

All sales are final. Utility Metals will not process returns on items/units.

LOSS OR DAMAGE IN TRANSIT

Utility Metals shall not be liable for loss or damage in transit. The following steps must be taken to ensure proper handling of loss or damage claim.

1. Products received freight prepaid must be checked against the packing list to ensure all items were delivered. In case of shortages, note on the carrier's paperwork, "Shipments Received Short." If shortage is not discovered upon receipt, in order to report loss in transit to the carrier, Utility Metals must be notified of shortage within 24 hours of receipt to ensure a claim for loss can be filed. Shortages reported later than 24 hours of receipt carry no guarantee of replacement/credit.
2. Products received freight prepaid must be checked for damage upon receipt. IN the case of damage observed upon delivery, note on the carrier's paperwork, "Received with Damage." Contact Utility Metals immediately. In the case of concealed damage within 24 hours may result in loss of repair costs/replacement of product.
3. Products received freight collect must be checked for damage upon receipt. In case of damage observed upon delivery, note on carrier's paperwork "Received with Damage." Utility Metals will not be responsible for any damage or loss of collect shipments. Freight claims rest solely with the consignee.

TAXES

Utility Metals reserves the right to add sales tax, or any other tax, which may be imposed on our products, as required by law. All shipments into the state of Kentucky will carry the current state sales tax unless a resale certificate of the state of Kentucky is on file at Utility Metals.

TERMS OF PAYMENT

Payment terms are net 30 days to established and approved customers only, unless otherwise agreed via a written contract. For Customers without approved credit terms, all orders less than \$2,500 require 100% prepayment with credit card or ACH. If order amount is greater than \$2500 and credit terms are requested, credit review and approval will be required by Utility Metals.

DELIVERIES and STORAGE FEES

Delivery dates are estimated dates only, unless otherwise specified. Delivery dates are estimated from the date of receipt by Utility Metals of purchase order, complete technical data and approval drawings.

In estimating such dates, no allowance will be made, nor shall we be liable directly or indirectly, for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure, or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather or any causes beyond our control or causes designated as Acts of God or forces of nature by any court of law. The estimated delivery dates shall be extended accordingly. We will not be liable for any damages or penalties, whatsoever, whether direct, indirect, special or consequential, resulting from our failure to perform or delay in

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performing unless otherwise agreed in writing by an authorized officer of Utility Metals. Utility Metals is authorized to ship all orders earlier than the delivery date. If a customer requires a DO NOT SHIP BEFORE date on an order, this date must be clearly listed on the customer purchase order. We will not be liable for any damages, penalties, or additional charges due to the early shipment of an order, except in the event of Utility Metals shipping prior to a requested DO NOT SHIP BEFORE date.

Unless specifically agreed to by the customer and Utility Metals, upon acceptance of a purchase order, storage fees will apply to all orders. Storage fees are based on the square feet (length x width) product occupies in our facilities when properly packaged and ready to ship. Storage of product due to outstanding customer balances or credit limit exceeds are not exempt.

WEEKLY storage fees apply to product remaining at our facilities (1) week after the Company's communication stating product is ready to ship. For example, if "ready to ship" communication occurs on June 15th and product has not shipped as of June 22nd, one week's storage fee will be invoiced in August. Product Storage Fees will typically be charged, in arrears, of the month following the month of storage on a separate invoice.

Weekly Storage Fee: \$.50 per square foot

Long-term Product Storage Fee

The Long-term Product Storage Fee is in addition to the weekly product Storage Fee. A semi-annual long-term storage fee applies to product remaining at our facilities for longer than 6 months after the Company's communication stating product is ready to ship.

6 to 12 Months Storage Fee: \$10.00 per square foot

12 Months or longer Storage Fee: \$20.00 per square foot

For special designs and/or applications not shown in our catalogs, please consult Utility Metals.