

WARRANTY

SPUN CONCRETE SPORTS LIGHTING POLES

LIFETIME WARRANTY

Spartan Sports Lighting (the “Company”) provides a limited **Lifetime Warranty** for its spun concrete sports lighting poles (the “Product”) to be free of defects in materials and workmanship. At Company’s option, we will repair or provide a replacement of, without charge, any properly installed Product we deem to be defective after such product has failed under normal conditions, use, service, and maintenance.

This limited lifetime warranty specifically excludes the natural aging process on coatings. Concrete pole accessories including but not limited to platforms, cross arms, arms, ACE, pole steps, GFI’s, climbing cables & flag holder accessories are covered under separate manufacturers’ warranties; please contact Company for more information. Any Company product that has been damaged due to handling, transportation, installation, vehicular impact, abuse, or vandalism is not covered under this warranty. Where the Product is used outside its specified use this warranty is null and void.

This warranty commences at the date of shipment, is not transferable and is applicable only to the original purchaser.

This warranty constitutes the entire obligation of the Company to the original purchaser and further constitutes the original purchaser’s sole remedy. The Company makes no other express or implied warranty of fitness for a particular purpose, nor of merchantability, nor any other express or implied warranties. The Company’s responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any Product defect covered by this limited lifetime warranty. However, at the Company’s discretion, a reimbursement for the cost associated with the removal and reinstallation of any Company product that is deemed to be defective under this warranty may be paid to the end user, to a maximum of \$300.00 per unit, during the first ten (10) years of this warranty. Any Product deemed to be defective under the terms of this warranty after a period of ten (10) years will be subject to unit replacement only. Furthermore, Company is not liable for any consequential or resultant damages which may arise from product defects, whether foreseen, or unforeseen. In no event will the Company be responsible or liable for any labor costs.

The Company defines “Lifetime” as the lifetime of the Product’s intended use.

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EXCLUSIONS

This is a limited warranty and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned) and is further defined by the limitations and conditions below.

The Company shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental, or consequential resulting from the use of this Product, or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express, or implied including all warranties of merchantability and fitness for particular purpose.

Repair or replacement of the Product or the defective part does not include any reinstallation costs or expenses, including without limitation labor costs or other expenses.

LIMITATIONS AND CONDITIONS

Product must be used within their specifications and according to application guidelines. Warranty becomes void if the product is used outside its intended use. Warranty will also be voided if:

1. Purchaser fails to appropriately maintain the installed Product.
2. Product has been modified by someone other than the Company.
3. Product has been serviced by personnel not authorized by the Company.

This warranty applies only to the repair or replacement of the Product and only when the Product is properly handled, installed and maintained according to our installation instructions. Purchaser must notify The Company in writing within 30 days of the defect occurring.

The Company shall not be responsible for any failure of its Product that results from external causes, including but not limited to fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer, Acts of God or other circumstances beyond the control of the Company; fault or negligence of the purchaser or user; improper use, installation, handling, storage, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations or any cause other than a defect in the material or workmanship of the Product itself.

For a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given in writing within the warranty period. The Company, at our sole discretion, will either repair or replace the defective part or Product at our cost, such repair to occur either onsite or, at our discretion, at our factory (should factory repair be required, product to be removed at original purchaser's expense and returned to our facility freight prepaid). In no event will The Company be responsible or liable for any labour costs.

In the event of replacement, the Company shall retain ownership of any items or apparatus removed.

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Information and materials about usage that may be reasonably required by the Company in order to determine that the defective materials covered by this warranty were properly used within their specifications shall be provided by the original purchaser.

In order to complete the repairs, replacements or to inspect parts covered by this limited warranty, the Company will require reasonable access for personnel and equipment in all areas where the Product is installed.

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