



finish warranty

limited factory warranty finish coverage for area, roadway, and sports lighting poles and brackets

This limited warranty is provided by Lyte Poles (“Seller”) to original purchaser (“Buyer”) as described below and extends to the finish for lighting products identified on the Seller’s invoice reflecting its original purchase (the “Product”). This limited warranty may be transferred to subsequent purchasers of the product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the finish for the product, when delivered in new condition and in its original packaging, will be free of cracking, peeling, excessive fading, and corrosion defects for a period of three (3) years from the date of shipping.

The determination of whether the finish for the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. If Seller determines the finish for the Product is defective, Seller will elect, in its sole discretion, to refund the purchase price of the Product, repair the Product, or replace the Product. This limited warranty does not apply to loss or damage to the finish for the Product caused by: negligence; accidents; abuse; misuse; mishandling; improper wind-installation, storage, or maintenance; damage due to fire, floods, excessive winds, or other Acts of God; vandalism; civil disturbances; terrorism; power surges; improper power supply; electrical current fluctuations; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow Seller’s recommended installation, operating, maintenance, or environmental instructions or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. All Products are designed and fabricated to withstand the load applied when properly selected using the EPA chart in the catalog. Some geographical areas have special wind conditions that can create wind induced vibrations causing a fatigue problem. No method has yet been found for predicting destructive lighting pole vibration. These conditions are unique but cannot be guaranteed against and are the responsibility of a local site engineer. **As a result, the Seller expressly disclaims any warranties (express or implied, oral or written, and including any warranties of merchantability or warranties of fitness for a particular purpose) with respect to damage caused to the products or caused by the products due to wind-induced (Aeolian) vibrations. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product and is void if the product is not used for the purpose for which it is designed or used or installed in the fashion in which it was recommended by Seller.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. In order to make a warranty claim, Buyer (or subsequent purchaser) must notify the Seller in writing within thirty (30) days after the discovery of the defect, provide proof of purchase (such as the invoice), and comply with Seller’s other warranty requirements. Upon receiving notice, Seller may require Buyer (or subsequent purchasers) to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to: DWM Holdings, 24874 Groesbeck Hwy., Warren, MI 48089

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. OTHER THAN AS SET FORTH HEREIN, SELLER GIVES NO OTHER WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF IMPLIED FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. SELLER’S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of the Seller’s Product 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. Seller may, but need not, make changes to this warranty by posting such changes or new warranty conditions to its website at: www.lytepoles.com

Effective: Oct. 1, 2017

general inspection requirements

Cosmetic inspection by a Lyte Poles representative and/or its suppliers shall use the time and distance method as described below. The cosmetic standards defined in this document shall be used for training Lyte Poles team members and to check cosmetic surface quality using “Accept / Reject” decisions determined by the Lyte Poles representative.

viewing conditions

All inspections will be made under normal lighting conditions (both natural and artificial), with the unaided (i.e., without magnification) eye, and viewed in a manner that duplicates the typical end use of the products. During cosmetic inspection, only visual qualities (appearance) of the part surface shall be considered. Viewing distance shall be 20 or 30 feet as described by the type class below.

Acceptable surface defects should not affect fit or function of part. If the fit or function is affected, the parts must be rejected.

viewing guidelines

Classification	Class I Type	Class II Type
Products	Parking Structure Poles and Brackets Roadway Lighting Poles and Brackets	Sports Lighting Poles, Platforms, and Brackets, and Galvanized Products
Viewing Distance	20 feet, from ground location	30 feet, from ground location
Viewing Time	3 seconds	5 seconds
Viewing Area	Entire Area	Entire Area
Viewing Angle	All Angles Possible	All Angles Possible

defect reaction plan (powder-coated, extruded, milled, and die-cast parts)

Defect Type	Evaluation Method	Acceptable Reaction
Surface Defects	Visual inspection from appropriate distance per surface class type. <ul style="list-style-type: none"> Accept if not visible. If visible and defect is smaller than 50 mm, see Reaction Plan. If defect is larger than 50mm, reject. 	If visible from specified evaluation method, touch-up may be applied and part reevaluated.
Grease / Oil	Visual	Clean surface and reevaluate.

defect definitions

- Contaminants – Foreign matter stuck to the surface of the products
- Grease / Oil – Lubricants/materials used in the manufacturing process not properly removed or liquid containments resulting from handling
- Heat checking – Fine cracks, veins, or fissures of any length
- Pores – Holes or divots in the surface, resulting in the coating not adhering properly
- Protrusions – Raised areas on a surface
- Scratches – Shallow grooves on the surface of the part that do not penetrate the coating
- Sinks – Depressions on the surface
- Weld lines – Visible heat-treated lines or marks
- Discolorations – Changes from specified color or inconsistent color within the same part
- Texture Variation – Visible variations in texture on the part surface.
- Bubble – A visible globule of air or gas
- Crack – A line in the surface, which indicates a split, without breaking into the part material

dispute resolution

defect allowance table

Defect Type	Tolerance
Contaminants	Accept
Grease / Oil	Reject if rework does not remedy to acceptable tolerances.
Heat Checking & Sinks	Reject if sharp and poses a laceration hazard (knife edge).
Pores	Accept
Protrusions	Reject if sharp and poses a laceration hazard (knife edge).
Scratches	Accept
Weld Lines	Accept
Discolorations	Accept
Texture Variations	Reject
Bubbles	Accept
Cracks	Reject

As noted above, all decisions and determinations will be made by Seller in its sole discretion. Should there be any disputes or objections as to Seller's decisions and determinations, Seller's decision shall be binding so long as it is reasonable. Buyer (and its subsequent purchasers) expressly agrees that it will accept Seller's final decision and determination as final. Nonetheless, should any dispute continue, any and all actions arising out of this Warranty shall be brought in state or federal courts within the State of Michigan having appropriate venue. Buyer (and its subsequent purchasers) hereby consent to and submit themselves to the jurisdiction of such courts in the State of Michigan and hereby waive any defense to lack of jurisdiction, improper forum, forum *non conveniens*, or improper venue, and waive any right to attempt to seek a Change of Venue or Change of Forum. Seller may, in its sole discretion and option, institute or remove any such dispute to binding arbitration to be administered by the American Arbitration Association ("AAA"). The prevailing party in any lawsuit or arbitration shall also be awarded its reasonable attorneys' fees and costs for having to initiate or defend against any such claim. This warranty and any disputes arising from it shall be governed by the laws of the State of Michigan, without regard to conflicts of law principles that would require the application of the law of any jurisdiction other than Michigan. This warranty agreement represents the entire understanding between the parties as to the contents of this warranty and supersedes any prior or contemporaneous agreements, and any such prior or contemporaneous agreements are hereby integrated herein.

severability

If any portion of this Warranty shall be, for any reason whatsoever, found by any court or proper tribunal to be invalid or unenforceable for any reason, then the remainder of this Warranty agreement shall nevertheless remain effective, but shall be deemed amended as may be considered to be reasonable by such court or tribunal, and as so amended shall be enforced.