

GENERAL TERMS AND CONDITIONS

ACCEPTANCE

All orders are subject to final approval and acceptance at the home office of Valmont Industries, Inc., Valley, Nebraska. No order or inquiry solicited by any salesperson or representative shall be binding upon Valmont until it has been accepted and acknowledged by Valmont in writing.

CANCELLATION

The written consent of Valmont shall be obtained prior to any attempt to cancel any order. Cancellation of an order may subject the Purchaser to a cancellation charge based upon expenses already incurred and commitments made by Valmont.

DELAYS, DAMAGE OR LOSS

Valmont is not liable for delays in shipment or delivery of its products when caused or arising from the breakdown of equipment, fires, strikes, material shortage or any other cause beyond its reasonable control. Actual back-charges will be accepted only in cases when the charges have been authorized by Valmont in writing.

PAYMENT TERMS

Standard payment terms are Net 30 Days from date of invoice, unless otherwise specified and approved in advance in writing by the Valmont Credit Department. Invoices for anchor bolts shipped in advance of the structures will be billed at the time of such anchor bolt shipment.

PRICING

All prices are subject to change without advance notice except those shown on specific quotation indicating prices are firm for 30 days from date of the quotation. Orders delayed or put on customer hold, may not be price protected beyond the date of a general price increase announcement. In the event that the contract documents or design(s) change from that given at the time of quotation, Valmont has the right to charge additional compensation for increased costs including, but not limited to costs related to freight and raw material.

RETURNED GOODS

Prior written consent from Valmont must be acquired from Valmont before any credit on returned goods will be given. For material accepted for return, purchaser must pay outbound and return shipment expenses and pay a minimum restocking charge of 45% of the then current pricing. Custom fabricated products or products from special orders are not subject to return.

TAXES

Valmont reserves the right to add any applicable sales tax, duty, excise or any other tax or fee which may be imposed on its product to the sales price of that product.

TRANSPORTATION

All products are sold F.O.B. factory, full freight allowed within the continental United States, consisting of the lower 48 contiguous states, unless otherwise specified in writing. For shipment destinations outside the continental U.S., freight charges will be prepaid to the nearest port of exit with all other applicable charges from said point of delivery being the responsibility of the customer, unless otherwise noted. The method of shipment will be solely determined by Valmont, using a common carrier of Valmont's choice and delivered to the nearest destination. The customer assumes and will pay all charges

TRANSPORTATION Cont.

for special services such as cartage, airfreight, express deliveries, parcel post, and multiple deliveries on one order.

Additional Transportation Considerations:

- For orders less than \$1500, freight is not included. Freight will be prepaid and charged to the customer.
- Minimum order value is \$500. Orders below \$500 will incur a \$50 processing fee.
- Freight charges for anchor bolts or accessories shipped independent of the structures (at the customer's request) will be billed separately and paid by the customer, unless otherwise specified in writing.

Claims for Shortage:

- All claims for shortages must be made in writing within 30 days of receipt of shipment at destination.

Product Shipped with Protective Covering:

- Product received at the point of destination with protective covering should be unwrapped immediately and inspected. Any exposure to moisture during storage may cause the wrapping materials to stain the standards. Standards are wrapped for protection during shipment.

WARRANTY

Valmont warrants its products to be free from defects in materials and workmanship for one year under normal use and service. Any goods found to be defective within one year from the date of shipment, and examined by Valmont and determined to be defective, shall be replaced or repaired by Valmont free of charge. Any such notification shall be directed to Valmont, attention to Customer Service Manager.

Exclusions:

- This warranty excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product. Further, labor required to remove and/or reinstall original or replacement parts shall be the responsibility of the customer.
- This warranty excludes damage caused by improper installation, overloading, misuse, abuse, accident or neglect. In addition, this warranty does not cover alterations, modifications, or additions unless the change is acknowledged and accepted, in advance in writing, by Valmont.
- If the products are to be used on an existing foundation or on other structures, the customer assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures and all the consequences arising therefrom.

DISCLAIMER

THE ABOVE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY STATED THAT VALMONT ASSUMES NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES ARISING OUT OF A BREACH OF SALE, INCLUDING ANY WARRANTIES ARISING THEREFROM, AND THE CUSTOMER'S SOLE REMEDY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT (AS SO DETERMINED BY VALMONT) OF DEFECTIVE PARTS AS DESCRIBED ABOVE. VALMONT RESERVES THE RIGHT TO IMPLEMENT PRODUCT CHANGES/IMPROVEMENTS TO ITS DESIGN OR MATERIAL WITHOUT ADVANCE NOTICE.