

Warranty

Premax Limited Partnership

(1) WARRANTY COVERAGE. Premax Limited Liability Corporation of Medina, Minnesota ("Premax") warrants to any purchaser of Premax products for other than personal, family or household use that the products will be free of defects in materials and workmanship appearing within six (6) months after the original sale. Premax further warrants that any of our solid aluminum, unpainted products, if attached to a power or telephone utility pole, both properly and without damaging the Premax product, **will remain legible for the life of the pole.**

(2) PREMEX'S OBLIGATIONS. Premax will, at its option, repair, replace or refund the purchase price of any defective products, upon the Purchaser's compliance with the "Warranty Claims Procedure" described below. Premax's sole liability, and the Purchaser's sole remedy, for any breach of the warranty of legibility of our all aluminum, unpainted products, will be for Premax to replace (not including installation/attachment) any illegible product. Premax will return any products repaired or replaced under this warranty by truck, United Parcel Service or U. S. Mail, at Premax's option. The Purchaser will be responsible for the cost of any other method of shipment, including air freight.

(3) WARRANTY CLAIMS PROCEDURE. The Purchaser of any product claimed to be defective must: (a) notify Premax of the defect, in writing, during the warranty period, (b) provide proof of purchase to Premax, and (c) if requested by Premax, ship the defective product to Premax, FOB Premax's factory, for inspection and evaluation. The Purchaser of any product claimed to be illegible must (a) notify Premax of the illegibility, in writing, during the warranty period, (b) provide proof of purchase to Premax, and (c) send a photograph of the allegedly illegible characters to Premax.

(4) ITEMS NOT COVERED. Premax will not be responsible for: (a) the cost of removal of defective products or the installation of repaired or replaced products, (b) depreciation or damage caused by normal wear and tear, accident, abuse, vandalism, improper maintenance, normal use, use other than in accordance with Premax's instructions, or improper protection in storage, or (c) products that have been modified or altered other than with the prior written approval of Premax.

(5) NO OTHER WARRANTIES.

This warranty is exclusive and in lieu of all other warranties, express or implied. Premax expressly disclaims and excludes any implied warranties of merchantability, fitness for any particular purpose or that Premax products are free of the rightful claim of any third party for infringement of trademark or other proprietary rights.

None of Premax's agents or distributors is authorized to make any representation or warranty on Premax's behalf or in its name.

(6) OBLIGATIONS AND REMEDIES ARE EXCLUSIVE. Premax's only obligations and its customers' only remedies in connection with the purchase and sale of Premax products are those set forth in this warranty.



Premax shall not be subject to and disclaims: (a) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to the sale of Premax products or any undertakings, acts or omissions relating to them, and (b) all consequential, incidental, special and contingent damages whatsoever.

www.premaxlp.com

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Terms and Conditions of Sale

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(1) ACCEPTANCE OF ORDERS. All orders are to be submitted to the General Sales Office of Premax Limited Liability Corporation in Medina, Minnesota (hereafter "Premax"), and no order shall become binding upon Premax until final acceptance by the Sales Manager or his duly authorized agent.

(2) ERRORS. Any errors incorporated in or appearing in a proposal or an order are subject to correction before acceptance thereof, but either party, upon such correction, may cancel the order in error without liability.

(3) PAYMENT TERMS. Standard terms of payment are net thirty (30) days from invoice date. However, shipments and deliveries shall at all times be subject to the continuing approval of the Premax credit department. Premax may decline to make shipment or may require payment in advance or other arrangement to insure payment. Delinquent accounts will be subject to a service charge of two percent (2%) per month.

(4) PRICES. Published prices are subject to change without notice. Quoted prices are firm for acceptance within thirty (30) days from date of quotation, unless changed by notice. Orders entered after thirty (30) days from date of quotation will be subject to the price in effect at time of acceptance. Minimum invoice charge is \$40.00 U.S.

(5) TAXES. The price does not include any Federal, state or local property, license, privilege, duty, use, excise or other tax. Purchaser agrees to pay or reimburse Premax the amount of any such taxes.

(6) DELIVERY. All material is sold FOB factory. Risk of loss shall pass to the Purchaser upon delivery of goods to a carrier at Premax's plant or other loading point. Normal method of shipment is UPS ground. Freight charges are prepaid and added to Purchaser's invoice. Premax shall not be responsible for any failure or delay in delivery due to fire, flood, labor troubles, strikes, breakdowns, delays of carriers, limited production, precedence or priorities given at the request of or benefit, directly or indirectly, of any Government or any subdivision, agency or instrumentality thereof, laws regulations or restrictions of any Government or any subdivision, agency or instrumentality thereof, or any cause beyond the control of Premax. Premax shall in no event be responsible for consequential damages or failures or delay in delivery

(7) ORDER REVISIONS AND/OR CANCELLATIONS. Acceptance by Premax of Purchaser's written order constitutes a binding contract between the parties which, except as otherwise specifically provided herein, may not be canceled or modified without the parties' mutual consent. In the event a Purchaser wishes to cancel all or part of an order, Purchaser shall provide Premax with written notice of said desire to cancel. Premax shall thereupon submit a statement to Purchaser of the amount of material in Premax's plants which was completed and ready for shipment, the amount of material in Premax's plants partially completed or purchased for use in the performance of the order, and the amount of material or service purchased for use in the performance of the order whether actually in the process of manufacture or not, and the scrap or other value of all finished and unfinished material, all as of the time of receiving Purchaser's said notice. Within 30 days from the receipt of such statement from Premax, Purchaser will notify Premax of Purchaser's desired disposition of all completed material, and will pay Premax as damages (a) for all material completed and ready for shipment at the contract price; and (b) for all unfinished material at cost, including all sales and administrative overhead and profit in proportion to the state of completion of the product(s) at the time of the termination of the Purchaser's order; provided, however, that Purchaser will be credited with the scrap or other value of all finished or unfinished material which Purchaser directs Premax to retain. Title to and position of all material shall remain with Premax.

(8) RETURNS POLICY. In the event a Purchaser wishes to return unused material, Premax's authorization must be obtained in writing prior to return. Returned material must be in original cartons, in salable condition, freight prepaid. Stock items, as defined by Premax from time to time, will be assessed a thirty percent (30%) restocking charge. Special orders are not returnable.

(9) WARRANTY. Premax warrants to any Purchaser of Premax products for other than personal, family or household use that the products will be free of defects in material and workmanship appearing within six (6) months after the original sale. Please see the separate Warranty statement for complete details.



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