

## TERMS AND CONDITIONS OF SALE

August 12, 2025

BlackForge West Coast Metalworks ("Company") offers to sell and deliver lighting poles, and related products ("Products") subject to these terms and conditions. Company may accept or reject any order at its sole discretion, and all orders are considered accepted only upon Company's issuance of order confirmation. Company reserves the right to modify product specifications, pricing, and delivery schedules without prior notice, and hold orders will be invoiced at prevailing prices at the time of order release rather than original quote prices.

### Payment and Credit Terms

Standard payment terms are Net 30 days from date of shipment, subject to credit approval. Past due accounts are subject to an immediate service charge of 1.5% per month, and all orders have a minimum billing requirement of \$50.00 net. If a buyer defaults on payment, the buyer shall pay Company for all collection costs and expenses, including legal fees and attorney costs incurred as a result of the breach.

### Pricing and Taxes

Published prices are subject to change without notice, and possession of price sheets does not obligate Company to sell at listed prices. All prices are subject to applicable federal, state, and local taxes, which will be added to invoices unless legal proof of exemption is provided. Company reserves the right to invoice taxes separately if necessary.

### Shipping and Delivery

All shipments are FOB factory via land transportation at Company's discretion, with title passing to the consignee upon delivery to the carrier. Freight costs will be added to the invoice as a separate line item unless otherwise negotiated and stated in writing. Ship dates shown on order acknowledgments are estimates only and do not constitute guaranteed delivery dates. Company is not responsible for penalties or labor charges due to delayed shipments resulting from causes beyond our control. All claims for transit loss or damage must be made by the consignee directly to the delivery carrier.

### Cancellations and Returns

No orders may be cancelled after processing for manufacture unless express written permission is given by the factory. When authorized, cancellations are subject to a minimum 80% restocking charge of the order value. No material may be returned without written permission from the factory. When returns are authorized, the purchaser must pay return shipping charges and a minimum 80% restocking charge, plus any additional charges required to rework goods to resalable condition. Return requests must be made within forty-five (45) days of the shipment date.

## Product Specifications and Caustic or Corrosive Environments

Company reserves the right to modify product specifications and features without notice. Continuous product improvements do not imply that previous versions were defective. Fixtures and poles may be damaged when applied in caustic or corrosive environments, and products used in such environments, including coastal locations within two (2) miles of the coastline, are specifically excluded from warranty coverage.

### Limited Warranty Coverage

All Company products are carefully tested and inspected before Shipment and warranted against defects in materials and workmanship for one (1) year from the shipment date, with Company repairing or replacing defective products at its option upon written claim within the warranty period.

Finish warranties vary by application and type. Outdoor finishes using a Super TGIC polyester-powder finish process are warranted for five (5) years against cracking, peeling, or excessive fading.

Poles receive a five (5) year warranty from the original shipment date against defects and are warranted to meet listed EPA (Effective Projected Area) requirements. Wind damage coverage is provided if proper installation occurs with all fasteners in place, EPA limits are not exceeded, and no unauthorized attachments such as banners or signs are added. Company will, at its option, replace, repair, reimburse, or credit 100% of the original purchase price of a defective pole. Transportation, removal, and installation costs are not included in the replacement.

The Pole warranty specifically excludes structural fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation, or resonance associated with the flow of air currents around the pole, commonly referred to as 2nd-degree harmonic vibration or Aeolian vibration.

Company in its sole discretion shall determine if a product is defective and covered by its warranty. No warranty, express or implied, exists other than that included above. No person, agent, or distributor is authorized to give any other warranty on behalf of the Company. Company reserves the right to make modifications or changes to this limited warranty without prior notice.

## Warranty Exclusions and Limitations

Damage from misapplication, acts of nature, vandalism, improper installation, handling, or maintenance is not covered. Additionally, damage from vibration, harmonic oscillation, or resonance, as well as labor, transportation, or installation costs without prior written authorization, are excluded from warranty coverage.

For warranty claims, customers must submit requests to the Company Customer Service Representative and obtain Company approval before taking action. Written notification must be provided within 60 days for finish failures, and Company must be allowed to inspect products to determine coverage. Company may require the material be returned as part of its evaluation process at cost of buyer.

## Liability Limitations

Company's responsibility is limited solely to replacement or repair of defective materials. Company accepts no liability for incidental or consequential damages, labor costs, or transportation charges without prior written authorization. Company has no warranty responsibility for failures resulting from external causes, including misapplication, environmental conditions, vandalism, improper power supply, or third-party negligence.

## General Provisions and Additional Terms

These terms constitute the entire agreement and supersede all other agreements, writings, or understandings, including any terms stated in the buyer's purchase order. No person, agent, or distributor is authorized to provide warranties or terms beyond those stated herein. In the case of a conflict or inconsistency between these Terms and Conditions of Sale and any other writing or understanding between any person, including, but not limited to, Buyer's purchase order which may include additional terms to and conditions, these Terms and Conditions shall apply without supplement or effect from any other conflicting or inconsistent Term or Condition.

Company reserves the right to modify these terms, conditions, and warranties without prior notice, with changes becoming effective upon posting to Company's website for orders received after the posting date.

Consumable products such as batteries and surge protectors have variable useful lives, and warranty periods for these items are evaluated by Company on a case-by-case basis. Company has the option to replace defective goods or credit the buyer for the purchase price, with new purchase orders required for replacement orders. Company continually assesses and enhances its products, and design changes do not imply that previous products were defective.

Warranty excludes components or fixtures not manufactured by Company. These items carry the warranty from their respective manufacturers. Company will provide Buyer with all reasonable and necessary manufacturer contact information to allow Buyer to coordinate directly with the manufacturer to resolve any warranty claim; however, Company does not guarantee any other manufacturer's warranty.

If any provision of these terms is determined to be unenforceable, the remaining provisions will remain valid and in full effect. Disputes will be governed by California law.

*Company reserves the right to modify these terms and conditions at any time and without notice. Changes become effective immediately upon implementation.*