warranty and terms of sale

structura

1. Scope of Product Warranty

a. The company warrants that Structura's products will be free from defects in material and workmanship for a period of one year from the date of shipment by Structura. This warranty specifically excludes fatigue, failure, or similar phenomena of the product resulting from induced vibration, harmonic oscillation, or resonance associated with the movements of air currents acting upon the product.

b. Structura provides the following warranties:

- **i.** 5-year warranty on all LED and electrical components for the following product families
  - **a.** Duo, Felix, Felix-Mini, Lineal, Mac, Metro, Pike, Stela, Summit
- **ii.** 3-year warranty on all LED and electrical components not listed in the product families above.
- **iii.** 2-year warranty on AAMA 2604 polyester powder coat paint
- **iv.** 2-year warranty for wood finishes to be free from excessive cracking, peeling, and fading when used on Accoya® wood.
  - **a.** Optional 5-year warranty available with "Structura Care and Maintenance Program." See Appendix A for more detail.
- **v.** 25-year warranty from rot and decay when Accoya wood product is used at or below ground level.
- **vi.** 50-year warranty from rot and decay when Accoya wood product is used at least 60cm above ground.

2. Exclusions

a. Damage or discoloration to the coating caused by moisture or other contamination during storage.

b. Color fading due to sun exposure

c. No labor, material or back charges will be accepted or paid without prior written approval by Structura, Inc. This includes, but not limited to; loss of profits or revenue, loss of use of the product, cost of substitute products, or labor charges to remove or reinstall defective products.

d. Any contact between Structura's products and substances with a pH higher than 9 or lower than 7, such as concrete, plaster, urine, etc.

e. Any annual contact between Structura's products exposed to salt or brackish water (American Wood Protection Association Use Category Designation UC5)

f. Damage in result of lawn and maintenance care and equipment, including but not limited to:

- **i.** Sprinklers
- **ii.** Lawnmowers and string trimmers
- **iii.** Snow thrown or piled around products
- **iv.** Any mechanical abrasions
- **v.** Salt and chemical roadway applications

g. Any product subsequently modified or repaired without the prior written approval of Structura such as banner arms, planters, signage, string lights, etc.

h. Damage or defects resulting from or in any way attributable to:

- **i.** Improper handling, installation or use of any Structura product, including but not limited to any damage where Structura's written directions have not been followed
- **ii.** Misuse, neglect, alteration, or abuse of any Structura product;
- **iii.** Damage from incorrect design or installation where the maximum Effective Projected Area requirements are exceeded.
- **iv.** Acts of God such as hurricane, tornado, hail, earthquake, flood or other severe weather or natural phenomena
- **v.** Damage caused by mankind or animals
- **vi.** Power surges, improper power supply, electric current fluctuations
- **vii.** Any cause other than manufacturing defects attributable to Structura

i. Structura is not liable for any product transportation expenses to and from Structura's manufacturing facility if factory replacement or repair is necessary.

Conditions

a. Claims must be made in writing to Structura within 30 days after discovery of suspected damage. Claims must include copies of the original purchase order and approved Return Goods Application.

b. Product received at the point of destination with protective covering should be **unwrapped immediately and inspected**. Any exposure to moisture during transportation or storage may cause the wrapping material to stain the product. Product is wrapped solely for protection during shipment. If product is stored outside prior to installation, it requires proper protection from moisture.

c. Structura's products must be installed and maintained according to Structura's written instructions and all certification bodies and building codes adopted by federal, state, or local governments or government agencies applicable to the installation. Failure to properly install products according to written instructions will void this warranty.

Geographical coverage

This warranty applies to Structura products purchased, installed and/or used in the United States of America or Canada.

Contact

You may contact Structura by sending correspondences to the following email, service@structura.com.

Governing Law and Disputes

This Warranty is governed by the laws of the state of Kansas, and any disputes relating to this Warranty shall be subject to the exclusive jurisdiction to the courts of the state of Kansas or to arbitration at the discretion of Structura, Inc.

The statements in this Warranty constitute the only warranty given by Structura and all other express or implied warranties, including any implied warranties of merchantability or fitness for a particular purpose (save for when under applicable product warranty laws cannot be lawfully disclaimed) are expressly excluded.

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Terms of sales (United States)

Orders placed with Structura must have a valid purchase order at agreed upon price and may require signed drawings and deposit before order will be formally released for manufacturing.

Orders, including Hold for Release or Will Advise orders, must be formally released to manufacture within 90 days from receipt of purchase order or will be subject to cancellation, repricing, or purchase order resubmitted to Structura.

All quoted lead times begin based upon formal release to manufacturing, which may include deposit and signed drawings.

The terms for sale are 50% nonrefundable deposit and 50% net 30 days from the date of the invoice unless otherwise stated on quotation or order confirmation. Any outstanding balances unpaid after 30 days shall be charged interest at a rate of 1.5% per month.

All shipments will be made FOB factory, prepay and add. Structura is not responsible for any freight, customs, duty, or export charges outside of North America.

a. Crating charges may apply

Prices and product information are subject to change without notice.

No order may be changed or canceled after receipt of purchase order except at the discretion of Structura. Cancelled orders are subject to a cancelation charge listed below:

a. Orders that are placed on hold for release and subsequently cancelled prior to release may be subject to a cancellation charge of 15% of the order value for product engineering, submittal drawings, and administration relation to the cancelled order.

b. Released orders are subject to a cancellation charge of 50% of the order value.

Appendix A

Structura Care and Maintenance Program

Structura provides a 5-year finish warranty when customer purchases Structura's Care and Maintenance program. The warranty period commences on the date of the shipment from the factory. Each site visit will be scheduled with the owner or facilities manager prior to the technician's arrival. It is up to Structura's descretion whether a site visit is required for any maintenance repairs during the warranty period.

Please note that special onsite requirements may result in additional charges including, but not limited to:

a. Coverings of pathways

b. Work performed before the hours of 7:00am and after the hours of 5:00pm of the local time

c. Temporary lighting

d. Areas where a standard lift cannot be used

Structura will not be liable for special, consequential, or incidental damages including, but not limited to loss of profits or revenue, loss of use of product, or cost of substitute products during maintenance or repairing items under warranty.

All exclusions and conditions of Structura's standard warranty apply. This program is available upon request.

*Accoya warranty is a pass-through warranty provided by Titan Wood and Accsys Technologies. Warranty covers Accoya wood rot for a period of 50 years above ground and 25 years below ground from the date of purchase. Structura shall at its sole option either replace or repair any damaged Accoya. Contact Structura for further details.