

Structura Sales Terms & Warranties

Terms of Sale

1. Every effort is made to avoid errors in catalogues, specifications and other data, Structura hereby disclaims any liability, of any nature whatsoever, for service or labor charges in connection with errors in measurement, prices or specifications. Structura reserves the right to change, without notice, specifications and materials, which in our opinion do not alter the function of the product. Prices are subject to change without notice.
2. Orders placed with Structura Inc. (“Structura” or “Seller”) must have a valid purchase order at agreed upon price and are subject to Structura credit requirements. Many of our products are optioned and customized so some orders may require signed drawings and deposit before order will be formally released for manufacturing.
3. 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.
4. All quoted lead times begin based upon formal release to manufacturing, which may include payment of deposit and signed drawings before lead time date begins.
5. The terms for sale are dependent on credit and product selection established prior to order. Any outstanding balances unpaid after 30 days shall be charged interest at a rate of 1.5% per month.
6. 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.
7. Structura shall not be responsible or liable for any back-charges incurred by Buyer for any cause or reason, not limited to delay caused by Structura. Any claims or disputes that cannot be resolved, shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association with the venue in the state of Kansas.
8. No order may be changed or canceled after receipt of purchase order except at the discretion of Structura. Cancelled orders are subject to a cancellation charge listed below.
 - 8.1. Orders that are placed on **hold for release** and subsequently canceled prior to release may be subject to a cancellation charge of 15% order value for product engineering, submittal drawings, and administration relating to the cancelled order.
 - 8.2. Orders that have been **released to production** are subject to a cancellation charge of 50% of the order value

Warranty

9. Scope of Product Warranty

- 9.1. This Warranty is exclusive to the original purchaser of products provided by Structura (“Structura, Inc.”). It is non-transferrable or assignable to any other person.
- 9.2. The company warrants that Structura’s products will be free from defects in material and workmanship for a period of three years 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.
- 9.3. In addition, Structura provides the following additional warranties:
 - a) 5 year warranty for all LED and electrical components.
 - b) 5 year warranty for wood finishes to be free from excessive cracking, peeling, and fading when used on Accoya® wood
 - c) 25 year warranty from rot and decay when Accoya wood product is used at or below ground level.
 - d) 50 year warranty from rot and decay when Accoya wood product is used at least 60cm above ground.

10. Definition of “Material Damage”

- 10.1. For the purposes of this warranty, products with Accoya wood shall be materially damaged if it is shown that in ordinary usage:
 - a) The Accoya wood product will be classified as “Materially Damaged” if there is fungal decay or rot caused by but not limited to all soft-rot fungi and fungal species, and shall not include common surface mold, mildew, or any other organism or bacteria.

- b) "Material Damage" excludes any damage caused to the exterior finish of Accoya® wood products from defined "Material Damage" parameters.

11. Remedy

11.1. Structura shall correct any defect by:

- a) repairing any defective part or parts,
- b) or by making available at Structura's manufacturing facility a repaired or replacement part at no charge to the purchaser.

12. Exclusions of Remedy and Warranties

12.1. In no event will Structura be liable for special consequential damages including, 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.

12.2. Nor shall Structura be liable for any product transportation expenses to and from Structura's manufacturing facility if factory replacement or repair is necessary.

12.3. No warranty is made with respect to parts or auxiliary equipment not provided by Structura, Inc.

12.4. 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.

12.5. 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.

13. Conditions

13.1. 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.

13.2. 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.

14. Exclusions

14.1. Any contact between Structura's wood products and liquids with a pH higher than 9

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

14.3. Any product subsequently modified without the prior written approval of Structura.

14.4. Damage or defects resulting from or in any way attributable to: 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; Misuse, neglect, alteration, or abuse of any Structura product; Damage from incorrect design or installation where the maximum Effective Projected Area requirements are exceeded. Acts of God such as hurricane, tornado, hail, earthquake, flood or other severe weather or natural phenomena; Any cause other than manufacturing defects attributable to Structura.

15. Geographical coverage

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

16. Contact

16.1. You may contact Structura by writing to the president of sales at the address shown on this warranty;

17. Also all electronic correspondences can be sent to projects@structura.com.

18. **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.