

Aluminum Finish Warranty

Anodized Finishes

Hapco warrants its Anodized finishes against excessive fading due to normal climatic exposure for a period of FIVE (5) YEARS from the date of shipment. Anodizing is an electro-chemical process resulting in a colored aluminum oxide layer on the pole surface. Color variation will inherently occur between the tube (Alloy 6063-T6), castings (Alloy 356) and weld metal (Alloy 4043). Minute differences in the surface properties of the tube caused by fabrication processes such as tapering can also result in slight color variation of anodized finishes. These variations are more pronounced in light and medium color anodizing. These color variations in anodized finishes are unavoidable.

NOTE: NO RESPONSIBILITY OF ANY COLOR VARIATIONS OF ANODIZED POLES WILL BE ACCEPTED BY HAPCO.

Damage to the finish coating caused by improper handling during shipment and placement in service, or damage or failure caused by acts of God, falling objects, external forces, explosion, fire, riots, civil disturbance, acts of war, radiation, misuse or abuse in application or any other such occurrences beyond Hapco's control, is excluded.

The liability of Hapco under this warranty, or for any loss or damage arising out of or connected with the design, application, sale or use of the exterior coating, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the original factory applied powder coating which gives rise to the claim and upon expiration of the Warranty Period all such liability shall terminate. Hapco shall not be liable for any special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of equipment, substitute equipment cost or labor charged to remove or reinstall defective product, nor any product transportation expenses to and from Hapco's process plant if factory replacement of the defective coating is necessary. Authorization must be obtained from Hapco before any product is returned.

HAPCO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HAPCO SHALL NOT BE LIABLE FOR ANY OTHER LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LIQUIDATED DAMAGES AND BACK CHARGES.

The foregoing states the Buyer's sole remedy for any breach of warranty by Hapco.

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