

Rohn Products LLC Terms and Conditions Relating to All Sales

1. All quotation, proposals, prices, or other terms are made for acceptance within 30 days (after 30 days, prices in effect at time of shipment will apply) and shipment within 30 days of purchase order date, unless otherwise stated. They are subject to change without notice; however, ROHN invites your request for an extension. They are also subject to Credit and Marketing Department approval prior to acceptance. No other price protection is available.

2. Every effort will be made to maintain shipping schedules, either on ROHN equipment or via common carrier. ROHN cannot be responsible for delays in shipping caused by state or local agencies with regard to permits, routing, weather, detours, etc. All deliveries and schedules are contingent on availability of raw materials, fuel, and transportation. ROHN will not be liable for damages on account of any delays or abnormalities caused in shipping due to causes beyond our reasonable control. ROHN reserves the right to make partial shipments and to submit invoices accordingly.

3. Changes or modifications to orders can be made only by written agreement executed by all parties affected thereby, which agreement shall include any price modification.

4. ROHN's responsibility ceases upon delivery of all shipments to the carrier. The unloading of all shipments is the responsibility of the Buyer, not the carrier or ROHN. Buyer is warned against receipting for merchandises until careful inspection has been made. Any claim made against ROHN must be made within 90 days after receipt of merchandise. All merchandise leaving ROHN's factory has been carefully inspected and ROHN does not assume responsibility for damages or shortages which occur in transit. Buyer must make all claims and report all damages and losses to the delivering transportation company.

5. No federal, state, or local taxes are included in quoted prices. All quotations, proposals, prices, or other terms are subject to increase without notification by the amount of any sales, excise, or other tax levied or charged to seller by any governmental agency and any such tax will be passed onto purchaser as a tax or as an addition to the selling price. This also applies to all costs incurred due to local statutes or governmental regulations.

6. Orders are not subject to cancellation by Buyer except by written agreement with seller. Any order canceled, after any work has been done by ROHN, such as drawings, production, etc., will have a cancellation charge, to be determined solely at the discretion of ROHN for whatever work has been performed with a minimum of 25% of the purchase order price. If Buyer so chooses, he shall have the right to receive the material already performed at time of cancellation at the quoted price. If an order is canceled before any work has been done by ROHN, a \$200 cancellation charge will apply.

7. Material received may not be returned by Buyer except by written agreement with seller. In all cases, permission must be secured from ROHN prior to the returning of any goods for credit. All returned goods are subject to a minimum service charge of 25%, plus all transportation charges, and are subject to inspection by ROHN. Returned goods will be offered and paid for only upon proof of purchase (i.e. invoice no.) and credit will be issued against invoice value. ROHN reserves the sole right to determine amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured ROHN products may be considered for return and credit. Unsaleable products will be scrapped and no credit will be received. If returned goods are determined to have no value and Buyer wishes them returned, the Buyer will be charged return freight. Safety equipment, erection equipment, insulators, transformers, nuts and bolts are not returnable.

8. ROHN warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold, provided, however, that this warranty shall be effective only if purchaser installs all material according to ROHN's recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Any item found unfit for its purpose within 12 months from date of delivery will be repaired or replaced free of charge, F.O.B. ROHN's plant. ROHN shall be immediately notified in writing of such unfitness. ROHN reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at ROHN's standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects. The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, ROHN does not make and there are no warranties or obligations of any kind or nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. ROHN shall not under any circumstances be liable to third persons for any claims for damages including direct, special, indirect, or consequential damages for any reason. The Buyer agrees to indemnify and to hold ROHN harmless for, of, and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures ROHN may sustain by reason of Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale. The above warranty warranted applies only to items manufactured by ROHN. Items not manufactured by ROHN are guaranteed only to the extent and in the manner warranted and guaranteed to ROHN by the manufacturer of such items and then only to the extent ROHN is liable to enforce such warranty or guarantee.

ROHN will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by ROHN. The above sets forth the only warranty made by ROHN in connection with items manufactured or sold by it, and any provisions in any proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by ROHN. All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by ROHN and approved by ROHN. ROHN assumes no liability for the adequacy of the drawings or the product. Without limiting the generality of the foregoing, the Buyer hereby indemnifies ROHN and hold ROHN harmless from any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any highway structure or component not designed by ROHN.

ROHN hereby disclaims any and all warranties, including express or implied warranties of merchantability and fitness for any particular purpose, relating to or arising out of metal fatigue.

9. ROHN reserves the right to change or modify the product and construction of any product manufactured by ROHN and to substitute material equal to or superior to that originally specified.

10. Buyer agrees not to disclose or make available to any third party processes, drawings, specifications, reports, photographs, data and other technical or proprietary information relating to ROHN products without obtaining prior written consent of ROHN.

11. No proposal, order, quotation, or acceptance may be changed or varied by verbal agreement, and all orders are accepted only under the provisions set forth herein.

12. Purchase orders and requests for quotations must be submitted in writing to ROHN. It is the responsibility of the Buyer or Buyer Representative to provide ROHN design criteria (environmental loads, equipment loads, operational limitations, geotechnical information, etc.) based on site-specific data. In designing the product for the Buyer, ROHN is relying solely and entirely on design criteria provided by the Buyer to ROHN. Without limiting the generality of the indemnities in these Terms & Conditions, the Buyer hereby indemnifies ROHN and holds ROHN harmless from and against any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any inaccuracy or incompleteness in design criteria provided to ROHN by the Buyer, and the Buyer waives all claims against ROHN for same.

13. If outside source inspection, assembly, etc. is required prior to shipment of an order, \$50.00 per man hour (plus equipment time, if applicable) is chargeable, with \$300.00 as a minimum.

14. Any welding inspection required by Buyer or Buyer's specifications must be done at ROHN's plant prior to packing and shipment of material from ROHN's plant.

15. A minimum charge of \$25.00 will be billed for special handling and preparation of material for air shipments.

16. ROHN reserves the right to apply all remittances and credit memos to the oldest outstanding balance in your account. No credits will be issued for any reason against a purchase order whose billing is more than 90 days old. Buyer corrections or complaints must be made within this period of time.

17. Standard catalog prices do not include special drawings or product evaluations. If any are required, there will be a charge.

18. ROHN at all times reserves the right to take pictures of any or all of its products after installation for advertising purposes, except those which are under classified governmental control.

19. The Buyer will be responsible for any extra charges incurred on prepaid shipments.

20. A service charge not to exceed 2% per month or maximum allowable per State law will be billed on all accounts not paid within 30 days of invoice date.

21. Minimum total net worth of merchandise which can be ordered is \$100.00. Any orders placed for less will be billed at \$100.00.

22. Storage charges will be .02% of invoice amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment. Storage will begin 30 days from the date the buyer is notified that the shipment is ready for pickup or delivery.

23. All CIA requirements must be met with certified checks or money orders to insure prompt shipment.

24. Should it become necessary for ROHN to enforce the provisions of this contract, a purchase order or an invoice through pre-suit negotiations, or by instituting or participating in any legal (including bankruptcy) proceedings, including but not limited to injunctive or other equitable/legal relief, including any appeals associated with the foregoing, ROHN shall be entitled to recover for reasonable attorney's fees, costs of collection and court costs incurred whether the attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

25. Once the equipment is ready for pickup or has been shipped, an invoice for payment in full shall be issued by ROHN.