



Terms & Conditions

Warranty and Limitations of Liability:

RAB Design Lighting Inc. ("RAB") warrants that the structural integrity of its aluminum poles to be free of defects for a period of ONE (1) YEAR from the date of shipment. RAB Design Lighting Inc. also warrants that the aluminum pole finish will be free from cracking, peeling, excessive fading, and corrosion defects for a period of ONE (1) YEAR from the date of shipment to the Distributor or end-user, whichever date is earlier.

The following events are specifically excluded from warranty coverage:

- I. Foundations: All final foundation designs—including embedment depth, soil conditions, frost considerations, and other site-specific factors—must be completed by the owner or contractor in consultation with a professional engineer. These designs must be based on site-specific data to ensure proper pole performance.
- II. Load Capacity: RAB is not responsible for pole overloading. The purchaser is responsible for ensuring that all fixtures installed on the poles do not exceed the poles' structural limits and are suitable for the applicable wind region.
- III. Vibration: Vibration can be difficult to predict and is more likely in open areas subject to steady, low-speed winds. Vibration does not indicate defective construction; however, if left unaddressed, it may cause damage. The end-user/purchaser must advise RAB of site-specific conditions at the time of quotation so that a larger and/or heavier pole can be recommended if necessary.
- IV. Storage: Poles that are not installed immediately must be unwrapped, stored above ground, and properly protected by the purchaser. RAB is not responsible for finish damage resulting from improper storage.
- V. Intended Use: Poles are only to be used with lighting luminaire and installation of any unauthorised accessories, banners, flags are not covered in the warranty.

In the event of a warranty claim, RAB Design may require documentation such as sign-off certificates applicable from relevant consultants. At RAB's discretion, defective goods will be repaired or replaced within one (1) year from the invoice date, provided the defect results from normal use and intended purpose. Defects must be reported in writing within thirty (30) days of discovery. RAB is not liable for consequential damages, including labour, temporary replacement costs, reinstallation expenses, or transportation to and from RAB's facility.

This warranty is exclusive and replaces all other expressed or implied warranties. Unauthorized service or work by third parties is not covered.

TERMS OF SALE

Pricing: Prices quoted are firm for a period of thirty (30) days, F.O.B. RAB warehouse. Freight and applicable sales taxes are additional unless otherwise stated in writing. Anchor bolts and other accessories may be shipped separately, with transportation charges applied. RAB reserves the right to adjust prices to reflect changes in freight rates, material costs, foreign exchange rates, sales taxes, or newly imposed taxes. Prices are subject to change without notice.

Title and Risk: Title to and risk of loss for all goods pass to the purchaser either when the contract is formed or when the goods are loaded for shipment, whichever occurs first. RAB retains the right to withhold or reclaim possession until full payment is received. All goods are inspected prior to dispatch. Any claims for loss or damage during transit or unloading must be made directly with the carrier by the consignee.

Goods must be shipped within thirty (30) days of completion or may be subject to stocking charges.

RAB is not liable for delays caused by events beyond its control, including but not limited to transportation delays. RAB is not responsible for any special or consequential damages, including loss of profits, delay-related losses, or loss of use of equipment or installations.

Returns: Returned goods require prior written authorization from RAB. All return shipping charges must be prepaid by the purchaser.

Cancellation: Order cancellations require RAB's written approval after 3 days. Cancellation charges will equal RAB's incurred costs, with a minimum charge of ten percent (10%) of the order value. RAB reserves the right to cancel an order within 5 days of receipt of an order, in whole or in part, if goods cannot be sourced.