

J.H. BAXTER & CO. FIVE YEAR LIMITED TIMBERWOOD PRODUCTS WARRANTY

J. H. Baxter & Co. ("Baxter") warrants that for a period of five (5) years from the date of sale, each laminated TimberWood light pole, cross arm and bollard (the "TimberWood Products") will meet the specifications for such TimberWood Products as set forth on Baxter's website (www.woodlightpoles.com) from time to time and be free from defects in material and workmanship, including delamination, rot and decay. The foregoing warranty excludes (i) "checking"¹, (ii) fatigue failure from induced vibration, harmonic oscillation or resonance associated with the movement of air currents around the TimberWood Products, and (iii) any other component parts not manufactured by Baxter. Baxter warrants that all hardware supplied and sold by Baxter in connection with the TimberWood Products will be free from color fade and defects in material and workmanship for a period of five (5) years from the date of sale.

Baxter's sole responsibility under this Warranty will be to repair or replace, at its option, any TimberWood Product found by Baxter to violate the Warranty. This Warranty does not extend to transportation, installation or replacement charges. Any TimberWood Product which is claimed to violate the Warranty must be returned, freight prepaid, to Baxter's plant, and Baxter's inspection must confirm and verify that the terms of the above described Warranty have been violated.

Any tampering with or modification of the TimberWood Products without Baxter's prior written consent will invalidate this Warranty. Baxter will not be responsible for and will have no obligation to make repairs or replacements required, in whole or in part, as a result of tampering with or modification of any TimberWood Product and/or by accidents, fault or negligence, improper installation of the TimberWood Products, the use thereof not in accordance with manuals or other Baxter instructions, or by any causes whatsoever (including but not limited to environmental conditions) that are external thereto.

This Warranty is solely for the benefit of Baxter's customers and will not extend or be construed to be extended to any other person whatsoever.

THE FOREGOING WARRANTY IS A LIMITED WARRANTY AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BAXTER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REPAIR OR REPLACEMENT IN THE MANNER PROVIDED ABOVE WILL CONSTITUTE FULFILMENT OF ALL OF BAXTER'S OBLIGATIONS WITH RESPECT TO THE QUALITY AND PERFORMANCE OF THE TIMBERWOOD PRODUCTS. IN NO EVENT WILL BAXTER BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE WHATSOEVER ARISING OUT OF BREACH OF CONTRACT, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE WHATSOEVER.

¹ Checking is a natural occurrence in wood caused by shrinkage of the fibers as moisture is lost to the surrounding atmosphere. As the outer fibers lose moisture and attempt to shrink, they are restrained by the inner portion of the member, which loses moisture at a slower rate. Rapid drying increases this differential moisture content between the inner and outer fibers and increases the propensity for checking in the timber. Checks are openings that occur parallel to the grain and usually follow the grain deviation around knots. Although seasoning checks are commonly found near a glue line, checks should not be confused with de-lamination due to inadequate glue bond. Inadequate glue bond causes openings that are straight separations between the laminations at a glue line. The faces of the separation are smooth and usually darkened by the adhesive. There is no or very little pulled wood fiber on the surfaces of the separation. Checking in general does not affect the overall strength of the pole.