



TWELVE FIFTY FOUR INDUSTRIES

## WARRANTY

### THREE (3) YEAR WARRANTY

**1254 Industries, LLC** provides a **(3) Three Year Warranty** for its products to be free of defects in materials and workmanship. This warranty is not transferable and is applicable only to the original purchaser. At 1254 Industries, LLC option, we will repair or replace, without charge, any properly installed 1254 Industries, LLC product we deem to be defective if such product has failed under normal conditions, use, service and maintenance.

Any 1254 Industries, LLC product that has been damaged due to handling, transportation, installation, vehicular impact, abuse or vandalism is not covered under this warranty. This warranty includes paint or powder coatings, electrical components and acrylic, polycarbonate and glass enclosures. This warranty does not cover instances where the product is used outside of its specifications. **Note the electrical components are covered under the ballast manufactures separate limited warranty (a copy can be supplied upon request)**

This warranty constitutes the entire obligation of 1254 Industries, LLC to the original purchaser and further constitutes the original purchasers sole remedy. 1254 Industries, LLC makes no other express or implied warranty of fitness for a particular purpose or of neither merchantability nor any other express or implied warranties. 1254 Industries, LLC s responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any product defect covered by this limited warranty. Furthermore, 1254 Industries, LLC is not liable for any consequential or resultant damages which may arise from product defects, whether foreseen, or unforeseen.

**Effective January 01, 2015**



## “TERMS AND CONDITIONS”

### **1. Cancellation and Alteration**

After acceptance, orders may not be cancelled or altered except by agreement between the parties. No employee of 1254 Industries, LLC (herein referenced as 1254, or the Company) has the authority to agree to any cancellation or alteration, except in writing on 1254 forms or stationary.

### **2. Delivery Dates**

1254 will insist on the customer taking delivery on schedule. If the customer postpones delivery, 1254 may make a reasonable charge to compensate for the delay in payment and a further charge for storage.

### **3. Default by customer**

Customers shall have Net 30 Day payment terms with 1254, with exceptions being made for special orders. Billing will occur once an order has shipped. If the customer defaults in any of its obligations hereunder, in addition to any other rights, 1254 shall have the right to postpone delivery up to 6 weeks and to perform any of the said obligations for the customer and to charge customer therefore.

### **4. Strikes and Acts of God**

If completion of the contract by 1254 is prevented or delayed in whole or in part by any strike, labor dispute, civil commotion, war, fire, flood, accident, prohibition by government authorities, act of God or other causes whether similar or dissimilar beyond the reasonable control of the company, the time for completion of the contract shall be automatically extended either for 12 months or until the operation of the said causes are ceased, whichever shall first occur, or at 1254's option, the contract or any uncompleted portion thereof may, upon the Company giving written notice therefore, be cancelled at any time while any such cause are operative, and in no event shall the Company be responsible in damages to the customer for any delay or cancellation arising in damages to the customer for any delay or cancellation arising from the aforesaid causes.

### **5. Freight**

1254 freight terms are as follows: Cost will be stated in the quote pertaining to each order. All orders will be handled on a per order basis. Orders shall be subject to additional freight charges per but not limited to the following: pre-shipment of anchor bolts, template, or partial orders, will be subject to freight charges.

### **6. Claim for shortages**

Because of difficulties in tracing shortages, the Company must insist that the customer give notice of any shortage within 3 days of receipt of shipping documents, in default of which, the customer shall be deemed to have waived all claims based on any shortages of products referred to in the said documents.

### **7. Delivery and Unloading**

Where the order includes freight and unloading, 1254 will deliver and unload poles at the customer's stock pile, but not at separate locations unless otherwise arranged in advance. The customer will be required to supply one man to assist the driver with unloading.

### **8. Law and Jurisdiction**

This contract shall be construed according to the law of California, and the courts of California shall have the exclusive jurisdiction to determine all disputes arising between the Company and the customer relating to the products referred to in this order.

### **9. Installation and Shipping**

The Company will gladly offer technical advice as to the installation, handling or shipping of its products, and if requested by the customer, will supply such advice in writing. However, any such advice, if given orally, is given without responsibility and the customer expressly waives all claims in respect of such advice unless it is given in writing on Company forms or stationary.

### **10. Limited Warranties**

The Company hereby warrants that its products are free of defects in workmanship or materials and that there are no deviations from the specifications written into this contract. If any such defect or deviation should appear or if any other trouble should develop involving any fault by the Company, the customer's rights shall be limited to requiring the Company either to repair or replace the item in question or to refund the price thereof, and the customer expressly waives any claims for damages for injuries or loss caused by any such defect, deviation or trouble. Except as aforesaid, the customer hereby waives all warranties and condition normally provided by law for the protection of purchasers.

### **11. Representation and Assurance**

If any representations or assurances have been given to the customer by any person on behalf of the Company, they shall not be binding on the Company unless they are written into this contract.



## “12-PRO FINISH QUALITY SYSTEM”

### 12-PRO 1

- Basic one coat.
- Appropriate for most geographic areas with applications of slow speed traffic, parking lots, shopping malls, office complexes, apartments, parks, tennis courts, etc...
- Zero or very limited exposure to de-icing salts, ocean spray, or acid rain.
- Gloss and color retention is moderate to good.
- Suitable over galvanized where additional corrosion protection is required and with carbon steel.
- Not recommended for weathering steel.
- Economical cost.

### 12-PRO 3

- Two coat powder or liquid. Includes zinc primer and top coat.
- Appropriate for more extreme roadside applications with high speed traffic, and where poles are located close to traffic. Most geographic areas are applicable.
- Use where there is high ambient salt, rock salt, high impact abuse, and rock chip resistant required.
- Color retention is good to very good.
- Suitable over galvanized steel.
- Applied over galvanizing provides superior protection where high concentrations of liquid de-icing agents or other corrosive compounds utilized.
- Moderate cost.

### 12-PRO 2

- Two coat powder or liquid. Includes primer and top coat.
- Appropriate for most roadside applications or moderate speed traffic or where poles are sufficiently set away from high speed traffic.
- Use where there is light ambient salt, road rock salt or moderate acid rain.
- Color retention is moderate to good.
- Suitable over galvanized steel and carbon steel.
- Economical cost.

### 12-PRO 4

- Two coat powder or liquid. Includes zinc primer and premium top coat.
- Appropriate for extreme applications where color and gloss retention is vital for 5-10 years or more.
- Great for decorative poles, bright colors, and high sun exposure areas.
- Appropriate for roadside applications with high speed traffic. Most geographic areas applicable.
- Use where there is high ambient salt, rock salt, high impact abuse, and rock chip resistance required.
- Applied over galvanizing provides superior protection where high concentrations of liquid de-icing agents or other corrosive compounds utilized, including acid rain.
- Suitable over galvanized steel.
- Color retention is very good.
- Premium cost.



## **“1254 STANDARD FINISH”**

### Powder Coat

1254's std. powder coat finish is a *Thermoset Polyester Powder Coat* applied at a minimum of 3 mils thick. The cleaning and preparation of our products prior to powder coating is as follows: pre-heat, clean products with phosphate pre-treatment, bake to dry of phosphate pre-treatment. Aluminum – Use a fine dry abrasive to prepare the aluminum parts entire surface, removing oil, grease, soap film, and all visible foreign matter ensuring the part/parts have a uniform light brush finish prior to applying top coat or primer coat if required. Steel (bare) – Use fine dry abrasive/sand blast to prepare the steel parts entire surface, removing all visible rust, mill scale, paint, and foreign matter. Ensure the part has a uniform White Metal Grade A finish prior to applying a minimum 3 mils of powder. The powder coat is then oven baked at 400 deg. F for 20-30 minutes. We also pre-bake our products and out-gas our casting to ensure a high quality finish is achieved on our castings.

### Paint Finish

1254's std. paint finish is an epoxy primer coat followed with a polyurethane gloss top coat applied at a minimum of 3 mils thick. The cleaning and preparation of our products prior to coating is as follows: pre-heat, clean products with phosphate pre-treatment, bake to dry off phosphate pre-treatment. Aluminum – Use a fine dry abrasive to prepare the aluminum parts entire surface, removing oil, grease, soap film, and all visible foreign matter ensuring the parts/parts have a uniform light brush finish prior to applying top coat or primer coat if required. Steel (bare) – Use fine dry abrasive/sand blast to prepare the steel parts entire surface, removing all visible rust, mill scale, paint, and foreign matter. Ensure the part has a uniform White Metal Grade A finish prior to applying a minimum 3 mils of powder. The powder coat is then oven baked at 400 deg. F for 20-30 minutes. We also pre-bake our products and out-gas our castings to ensure a high quality finish is achieved on our castings.

### 1254 12-PRO Finish Quality System

1254 classified our available finishes utilizing our 12-PRO finish quality system to help our customers pick the proper finish for their project requirements. Please contact us for our 12-PRO finish quality documentation to help you choose the best finish for your particular project. Custom finishes not listed in our 12-PRO system are available. Please contact your 1254 sales representative for more details.