

Limited Lifetime Warranty For Flagpoles

Concord American Flagpole (“CAFP”) warrants to the first purchaser (“Buyer”) of a CAFP flagpole shaft (*the “Flagpole”*) that the Flagpole will, upon shipment by CAFP, be free from defects in material and workmanship and to be free from corrosion except those items normally consumed in service (*the “Warranty”*). The Warranty applies to the pole shaft only and excludes anchor bolts, flagpole accessories, foundations and finishes such as powder coating and anodizing. CAFP provides separate warranties for its anodized and powder coated finishes and for hardware and other Flagpole accessories. **WITH RESPECT TO FLAGS, CAFP MAKES NO, AND EXPRESSLY DISCLAIMS, ALL WARRANTIES.**

If any failure to conform to the Warranty appears, and written notice of such failure is given to CAFP during the lifetime of the Flagpole’s intended use (*the “Warranty Period”*), CAFP will, upon substantiation of such nonconformity and at its sole option, either repair or replace the non-conforming Flagpole. Specifically excluded from the Warranty is the cost to remove, ship, replace, or reinstall the non-conforming or repaired/replaced Flagpole. Repair or replacement by CAFP is the Buyer’s sole remedy, and CAFP’s sole obligation, in the event of a failure to conform to the Warranty. The Warranty does not cover defects or failures resulting from improper maintenance, misuse, abuse, radiation, overloading, accident, acts of God, or other casualty beyond the control of CAFP, alterations, modification or additions without written permission from CAFP, or from failures or corrosion due to:

- Improper installation.
- Misapplication – product used outside of specified use.
- Damage from handling, transportation, installation, vehicular impact, abuse, or vandalism.
- Site specific wind induced or other vibration.
- Installation in soils with a pH under 5 or over 9.
- Installation using highly caustic grouts or concrete.
- Improper grounding.

All warranty claims must be directed to: **CONCORD AMERICAN FLAGPOLE**, Customer Service Department, P.O. BOX 2449, Addison, Texas 75001. The Flagpole shall not be returned without prior written authorization of CAFP and must be shipped freight prepaid by the Buyer. If CAFP elects to replace the nonconforming Flagpole, such replaced Flagpole shall become the property of CAFP.

CAFP MAKES NO OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED WARRANTIES OTHER THAN THOSE THAT MAY NOT BE DISCLAIMED AS A MATTER OF LAW. THE DURATION OF ANY IMPLIED WARRANTY THAT MAY NOT BE DISCLAIMED BY APPLICABLE STATE OR FEDERAL LAW IS LIMITED TO THE WARRANTY PERIOD.

Regardless of whether a claim against CAFP is based on the Warranty or is an action in contract, tort (negligence or strict liability) or otherwise, CAFP’s liability for losses, damages, or expenses of any kind arising from the design, manufacture, installation, use, repair, or sale of the flagpole is limited, unless otherwise prohibited by applicable law, to an amount not exceeding the cost of the CAFP flagpole giving rise to such liability. CAFP shall not be liable or responsible for any indirect, incidental, consequential or special damages.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state-to-state.

This Warranty applies only to Concord American Flagpole aluminum pole assemblies shipped on or after January 1, 2018.

