



Venia Products LLC Street Light Pole Limited Warranty

Venia Products LLC provides a 20-year limited warranty on its aluminum and steel pole shafts from the purchase date. This warranty covers damages under normal usage conditions, as defined below.

Warranty Coverage

Venia Products LLC will, at its sole discretion, repair or replace aluminum and steel pole shafts damaged as a direct result of manufacturing product defects or may credit Buyer's account for any product that does not conform to this warranty.

Normal Usage Conditions

"Normal usage conditions" refer to the intended and appropriate use of Venia Products LLC aluminum and steel pole shafts as specified by the product documentation. This includes:

- **Environmental Conditions:** The product should be installed in environments that meet the specified temperature, humidity, wind exposure, and soil pH levels outlined in the product guidelines. Installation should not occur in areas prone to extreme weather conditions, such as high seismic activity or frequent flooding.
- **Installation Standards:** The product must be installed following Venia Products LLC's provided instructions, utilizing appropriate tools, and conducted by a licensed professional where required. Proper grounding, securing, and assembly according to guidelines are critical to ensuring the product functions as intended.
- **Maintenance Requirements:** The product must be maintained regularly as specified in the maintenance guidelines, including inspections, cleaning, and any required repairs to preserve the integrity of the pole shafts.
- **Operational Limitations:** The pole shafts should not be subjected to loads, vibrations, or other stress factors beyond those specified in the product documentation. This

includes avoiding misuse, such as overloading the pole with accessories or installing it in unsuitable locations.

- **Approved Components and Accessories:** Only components and accessories supplied or approved by Venia Products LLC should be used with the pole shafts to ensure compatibility and prevent undue stress or damage.

Failure to adhere to these conditions may void the warranty and is not considered "normal usage" under the terms of this warranty.

Explicit Disclaimers and Exclusions

This warranty does not cover failure or damage due to:

- **Acts of God**, including but not limited to tropical storms, hurricanes, tornadoes, floods, earthquakes, or other extreme weather events.
- **Improper installation**, including failure to follow the provided installation instructions. Venia Products LLC provides clear and detailed installation instructions and is not liable for failures resulting from improper adherence to these instructions, even when a licensed electrician is involved.
- **Failure to work with a licensed electrician** during installation, where required.
- **Misapplication** – using the product outside of its specified use or environmental conditions, which are detailed in the product documentation.
- **Damage from handling, transportation, installation, vehicular impact, abuse, or vandalism.**
- **Site-specific wind-induced or other vibration** – Customers should assess local environmental conditions and follow the guidelines provided by Venia Products LLC to mitigate vibration risks during installation.
- **Installation in soils with a pH under 5 or above 9** – Customers are advised to test soil pH before installation.
- **Improper grounding**, which can compromise the product's integrity.
- **Normal wear and tear** that occurs with usage over time.
- **Aesthetic issues** that do not affect the structural integrity or functionality of the pole.
- **Modifications or alterations** to the product not authorized by Venia Products LLC.
- **Use of incompatible accessories or components** not supplied or approved by Venia Products LLC.

Special Installation Requirements for Base Extensions and Double-Headed Fixtures

- **Poles used with base extensions:** Where the customer opts to use poles with base extensions, they must be installed by licensed contractors and electricians and approved by local building authorities. Additionally, the installation must be tested to ensure the poles can bear the intended load and are structurally sound. Failure to meet these requirements will void this warranty, even if Venia Products LLC manufactures the base extension.

- **Poles used with double-headed lanterns or fixtures:** Poles used with double-headed lanterns or fixtures must be installed by licensed contractors and electricians, with the installation approved by local building authorities. Additionally, the installation must be tested to ensure the poles can bear the intended load and are structurally sound. Failure to meet these requirements will void this warranty, even if Venia Products LLC manufactures the fixture.

Liability Limitation

Neither Venia Products LLC nor any online retailer, distributor, or brick-and-mortar store shall be held liable for any damage, malfunction, or failure resulting from the excluded conditions listed above.

VENIA PRODUCTS LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIMS LIABILITY FOR BREACH OF SUCH WARRANTIES TO THE FULL EXTENT ALLOWED BY LAW.

VENIA PRODUCTS LLC SHALL NOT BE LIABLE FOR ANY OTHER LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES, BACK CHARGES, LOSS OF PROFITS, LOSS OF USE, OR ANY OTHER ECONOMIC OR NON-ECONOMIC LOSSES.

Warranty Claims

For any warranty claims or concerns, please contact the retailer or distributor from whom you purchased your Venia Products LLC lighting product. They will assist you with the warranty process and coordinate with Venia Products LLC as necessary.

Additional Terms

- **Installation, Removal, and Transportation Costs:** This warranty does not include reimbursement for the installation, removal of equipment, transportation, or any other expenses that may be incurred.
- **Components Not Covered:** This warranty applies to the pole shaft only and does not include anchor bolts or connecting hardware such as trucks, halyards, balls, snap hooks, weights, or foundations.
- **Exclusion of Finishes:** This warranty excludes finishes such as powder coating, anodizing, and satin.
- **Effective Date:** This warranty applies only to Venia Products LLC aluminum and steel pole shafts shipped on or after August 31st, 2024.
- **Authorization Requirement:** The retailer or distributor from which the lighting products were purchased must authorize returns or replacements.

Retailer and Distributor Provisions

- **Retailer and Distributor Roles:** Online retailers, distributors, and brick-and-mortar stores (collectively "Sellers") are authorized to sell Venia Products LLC lighting products but are not agents of Venia Products LLC for warranty purposes.
- **Modification of Warranty Terms:** Sellers may not modify, extend, or otherwise alter the terms of this warranty.
- **Customer Communication:** Sellers are responsible for providing customers with the complete and current version of this warranty at the time of purchase.
- **Sellers' Representations:** Any representations or warranties made by Sellers that differ from this warranty are the sole responsibility of the Seller and shall not bind Venia Products LLC.

Governing Law and Dispute Resolution

This warranty shall be governed by and construed by the laws of the State of Texas without giving effect to any choice of law or conflict of law provision or rule. Any disputes arising from or relating to this warranty shall be resolved through binding arbitration in Dallas, Texas, by the rules of the American Arbitration Association.

Severability

If any provision of this warranty is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable, and this warranty shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this warranty. The remaining provisions of this warranty shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or its severance from this warranty.

Contact Information

Venia Products LLC

5473 Blair Rd

Ste 100 PMB 70623

Dallas, TX 75231-4227

Customer Support: (866) 390-5227

For warranty claims, please contact your original retailer or distributor.

By accepting this warranty, the Buyer acknowledges that they have read, understood, and agree to the terms and conditions outlined in this document.

