



Phone: (877) 959-7678  
Fax: (303) 286-7216  
www.whatley.com

## Freight & Invoices

### Freight Policy

- 1) Freight is prepaid and allowed on all products for any single shipment of \$5,000 book price or more for poles less than 27' overall and \$10,000 or more for poles over 27'.
- 2) For orders that do not meet the freight allowed policy, the freight charges will be added to the invoice. Contact the Customer Service Department for a freight estimate.
- 3) If shipped separate from the original order, shipping charges for anchor bolts will be added to the invoice.
- 4) Freight allowances apply only to destinations within the continental United States. All shipments are F.O.B. shipping point and all materials are shipped at the customer's risk. It is the customer's responsibility to inspect for loss or damage of the shipment upon delivery. The customer, either the buyer or consignee, is responsible to enter immediately, any freight damage claim with the carrier.
- 5) All items shipped from Whatley warehouses are prepay and charge.

### Invoices

Invoices are due net 30 days. A service charge of 1 ½% per month will be added to all invoices which are not paid within thirty days of the invoice date. The buyer agrees to reimburse Whatley for any and all costs incurred in the collection of invoiced amounts due Whatley.

- 1) All orders are invoiced immediately upon shipment of product.
- 2) The distributor will receive an original invoice. A copy of the invoice will be mailed to the representative agent.

### Replacement Parts

Whatley reserves the right to sell replacement parts factory direct on orders of \$250 or less.



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## Terms of Order Acceptance

No order received by Whatley is accepted until acknowledgement in writing by Whatley is sent. Whatley reserves the right to reject any order. The terms and conditions stated in this document constitute the entire sales agreement between Whatley and the buyer. Any additional terms and conditions submitted by the buyer are void unless specifically acknowledged in writing by Whatley.

- 1) All orders require a copy of the distributors original purchase order before its acceptance.
- 2) All orders require reference to the factory quote, if available.
- 3) A complete catalog number, including options and special color requests, is necessary before the order is processed. Orders will be placed on hold if information is incomplete (e.g. catalog number, price discrepancies, missing color information, etc.) Whatley will immediately notify the agent if there is a price discrepancy or incomplete order information.
- 4) Whatley will provide the representative with drawings and/or documentation if a signed approval is required. The order will remain on hold pending signed approval.
- 5) Special instructions, job name, call ahead numbers and other information on special delivery must be given to Whatley in writing when placing the order.
- 6) If matching an existing job, provide as much job information as possible such as previous sales order number, project name, catalog number, date sold, and/or photographs.
- 7) A color chip must be provided when a custom color is needed. Orders will remain on hold until the color match approval process is completed.
- 8) A written acknowledgement will be emailed to the agent after the order is entered.
- 9) All orders including replacement parts are subject to a minimum billing of \$50, in addition, for handling a \$50 charge will be assessed on all order under \$500, except warehouse orders.
- 10) Hold orders are subject to a price increase, sixty days after acknowledgement of the order by Whatley.
- 11) All hold orders will be cancelled one year after the original order date, unless notified in writing by the representative. Whatley will send a notice of cancellation to the representative. If no response is received in 5 business days, the order will be cancelled.



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## Change Orders & Cancellations

### Change Orders

Change orders must be submitted before releasing the order for production. If a change is requested after release of the order to production, Whatley will evaluate whether it is possible to accommodate the requested change(s). Whatley is under no obligation to accept any changes to released orders in production. If the desired change can be accommodated, production of the order will be stopped until the changes are accepted by Whatley. A revised shipment date may result from changes made after the release and acknowledgement of the original order.

- 1) A written change order from the distributor is required before any changes are accepted. There may also be additional charges which must be agreed on and acknowledged in writing by Whatley before acceptance of any changes to the original order.
- 2) Whatley will email an acknowledgement of the changes to the representative.

### Cancellations

In general, released orders cannot be cancelled. If Whatley agrees to accept the cancellation of a released order, cancellation charges will be incurred ranging from 30%-100%.

### Returns

Whatley is under no obligation to accept the return of any items shipped. If any products are authorized by Whatley to be returned, the products must be accompanied by a Return Goods Authorization (RGA) issued by Whatley.

- 1) Anchor bolts cannot be returned for credit.
- 2) Modified or custom products cannot be returned.
- 3) A restocking charge of 30% - 50% will be imposed on all goods approved for return.
- 4) The customer is responsible for all freight and packing costs. Damaged goods received by Whatley will not be credited.



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## Warranty

### Limited Warranty

All pole products are guaranteed to be free from defects in material and workmanship for a period of three years from the date of shipping. All lighting fixtures carry a one year warranty. Whatley disclaims all implied warranties including the merchantability and the warranty of the products for the purpose and/or application.

It will be at the discretion of Whatley to decide whether to repair or replace any products determined by Whatley to be defective. Misuse, misapplication or indeterminable damage is not warranted by Whatley.

### Warranty Claims

If a problem is discovered in the field with a Whatley product, please contact the factory immediately for resolution. Whatley will work with all responsible parties to resolve the problem in a fair and timely manner. No claims for labor or other job site charges, including inconvenience or loss of time, will be compensated unless written authorization by Whatley is provided in advance.

*Disclaimer: Whatley reserves the right to change the terms and conditions at any time. Special promotions will occur occasionally that will supersede the items stated in this document. Notice will be given at least 30 days before any changes are implemented.*