

Manufacturer's Warranty

CROSSARM

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Atropos warrants that its crossarms and crossarm components, including supplied hardware (collectively, the “Crossarm”), are free from defects in material and workmanship and are suitable to perform the functions for which they are intended for a period of five (5) years from the date of purchase.

Our liability under this warranty shall be limited solely to the replacement of any Crossarm that proves to be defective under normal and proper installation, usage, and maintenance. This warranty does not extend to Crossarm failures caused by collision, fire, wind, ice, earthquake, or other forces -- or any combination of such forces—that produce stresses in excess of Atropos’ relevant design specifications.

Replacement of any Crossarm will be made **F.O.B. our factory**. A condition of this warranty is the return of the damaged Crossarm to our factory, accompanied by proof of purchase and a report providing all available information and details regarding the conditions prevailing at the time of failure. Failure to return the damaged Crossarm shall constitute acceptance of the Crossarm and a waiver of all claims under this warranty.

Atropos reserves the right to inspect the conditions of usage and field application of any Crossarm and to request additional information necessary to complete our investigation. If, after investigation, Atropos determines that the reported failure or defective condition is not covered by this warranty, it shall be the owner’s obligation to reimburse Atropos for the replacement product.

This warranty will be **void** if any unauthorized alterations or modifications of the Crossarm or its components have been made by the owner or by any third party and/or if the installation, usage, or maintenance of the Crossarm has not been performed in accordance with Atropos’ specifications or relevant technical data included in application guides.

Atropos further reserves the right, at its sole discretion, to substitute another Crossarm of equal or superior quality in satisfaction of any warranty claim.

EXCEPT FOR THE FOREGOING WARRANTIES, ATROPOS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OR INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR ANY OTHER COMPARABLE STATE STATUTE. THE LIABILITY OF ATROPOS, IF ANY, AND PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT SHALL NOT BE GREATER THAN THE REPLACEMENT COST AS DESCRIBED ABOVE, OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL ATROPOS BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF LOSS OF PRESENT OF PROSPECTIVE PROFITS, OR ANY REASON WHATSOEVER.



CONTACT US

UNYIELDING QUALITY, SERVICE, VALUE

For more information on Atropos composite crossarms and other atropos infrastructure products, please contact us.

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