



## Prairie Pole Inc. General Terms and Conditions

**Prices and FOB Point:** Prices are quoted NET, all taxes extra when applicable. FOB warehouse at the time of quoting. We reserve the right to retain or resume possession until the purchase price is fully paid.

**Payment Terms:** Net amount of invoice is due and payable in full within thirty (30) days of invoice date. If in Prairie Pole Inc.'s opinion, the financial condition of the Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, Prairie Pole Inc. may require full or partial payment in advance of manufacture or shipment. Any indebtedness owing to Prairie Pole Inc. for a period longer than thirty (30) days shall bear interest until paid at 1% incurred monthly. If Prairie Pole Inc. finds it necessary to place any indebtedness hereunder in the hands of an attorney for collection, the Buyer shall pay all expenses and costs of collection, including reasonable attorney's fees.

**Quotations:** Written quotations automatically expire ten (10) calendar days from the date issued unless otherwise stated on the face of the quotation. Quotes are subject to termination by notice within that period. Quotations are subject to correction in the event of clerical errors. Prices quoted for custom non-stock product are for specific quantities shown, released for manufacture and shipment at one time to one destination unless otherwise stated. Any change in the quantity of an order and/or split shipments are subject to price revision. Quotations are subject to change in the event complete specifications or requirements are not provided.

**Delays and Damages:** We are not responsible for delays and we shall not be liable for any special or consequential losses or damages resulting from delays or defects. No labor, repair, changes or additions to our products are allowed on site and all such changes become the responsibility of the consignee and voids our warranty.

**Warranty:** Prairie Pole Inc. warrants its products to be free from defects in materials and workmanship. Prairie Pole Inc. will repair or replace without charge, F.O.B. Warehouse, any defective part returned to Prairie Pole Inc. within one year from the date of delivery of the goods.

**General Product Warranty:** General Product Warranty is given by the manufacturer of the pole, and may vary from manufacturer to manufacturer. Contact Prairie Pole Inc. for specific warranties for product.

The above warranties are given in lieu of all other warranties express or implied, including without limitation, the warranty of merchantability and the warranty of suitability for a particular purpose. It is expressly stated that Prairie Pole Inc. assumes no liability for consequential or liquidated damages arising out of a breach of the sale, including any warranties arising therefrom, and buyer's remedy shall be limited to repair or replacement of defective parts as described above.

Any action for the breach under a sale including warranties arising therefrom must be commenced within one month after the cause of action accrues.

Our warranty is restricted solely to the replacement and/or repair of the products under the following conditions.

- (a) The defect is the direct result of faulty workmanship by our company.
- (b) The defect is reported within 7 days of its appearance (in writing).
- (c) The defect appears within 60 days from the date of invoicing.

**Cancellation and Restocking:** A cancellation and restocking charge applies on all products. Products designed and manufactured on a custom basis or non-stock items will not be accepted back in stock, except by special agreement.

**Returned Goods:** Prior written consent from Prairie Pole Inc. must be secured before credit on returned goods will be given. Restocking charges, freight charges, product condition, product type and potential reselling abilities are considerations which will be included when evaluating returned goods requests.

**Freight:** Agents may use budget freight costs supplied by Prairie Pole Inc. to 'major centres'. At time of shipment, the freight will be charged to the customer. If an exact freight quote is required please contact our offices to get a firm quotation. If poles are to be sent to a destination outside of the predetermined 'major centres' please contact our offices for a freight quotation. If anchor bolts are to be pre-shipped, the freight will be billed on the invoice with the anchor bolts prepaid and charge.

**Existing Foundation or Anchorage:** If the poles are to be used on an existing foundation or on other structures, the customer assumes all responsibility for the structural integrity of the existing foundation and anchorage. The customer also assumes all liabilities associated with ensuring the pole being ordered will be a compatible fit to the existing foundation or anchorage.

**Purchase Order:** If this quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing.

**Cancellation:** An order once placed and accepted by Prairie Pole Inc. can be canceled only with Prairie Pole Inc.'s consent and upon terms that will indemnify Prairie Pole Inc. against loss.

Prairie Pole Inc. reserves the right to change any portion of the general terms and conditions without notice to promote product improvement and allow for material availability. If you have any questions regarding the general terms and conditions, you can contact us at [info@prairiepole.com](mailto:info@prairiepole.com).