



Terms and Conditions:

Prices: Prices quoted are firm for thirty (30) days, F.O.B. factory, freight and all applicable sales taxes are extra, unless otherwise specified in writing. Anchor bolts, etc., are shipped with transportation charges extra. Thorco Poles reserves the right to adjust prices quoted in accordance with any changes in transport rates, sales taxes, or any new taxes imposed. Prices are subject to change without notice. Non standard paint finishes will be considered an extra if original quote did not specify custom colour.

Title & risk: Title and risk of all goods pass to purchaser when the contract is made or when the goods are loaded for transportation to the purchaser, whichever is sooner. Thorco Poles reserves the right to retain or resume possession until the purchase price is paid in full. Goods are inspected prior to release. Any claims for loss or damage in transit or off-loading shall be filed with transportation company by the consignee.

Loading: Thorco Poles is not responsible for overloading of poles. The buyer must ensure that the fixtures to be installed do not exceed the structural limits of the poles, and are appropriate to the wind region. Please consult our specifications or contact Thorco if you require assistance.

Shipment & storage: Shipment of goods must be made within thirty (30) days of completion, or storage charges will be levied. Poles not erected immediately must be unwrapped by purchaser and stored above ground. Thorco is not responsible for erosion to finish caused by improper storage.

Delay: Thorco Poles is not responsible for delays in completion of orders due to fires, strikes, labour difficulties, accidents, delays in transportation, shortage of fuel, power, materials or supplies, or for any other reason whatsoever, whether caused by negligence or not. In no event shall Thorco Poles be liable for any special or consequential loss or damages of anticipated profits, loss resulting from delays, or loss of use of equipment of any installation into which its products may be installed.

Warranties & limitation of liability: At Thorco's discretion, goods are subject to replacement or repair within one (1) year of invoice date, where a defect is proven from normal use for purpose intended. The defect must be reported in writing to Thorco within thirty (30) days of its appearance. Thorco will not be liable for any special or consequential damages including, but not limited to, cost of temporary substitute product or labour costs to repair or re-install the product or any transportation cost to and from Thorco's facilities if factory replacement of the defective product is deemed necessary. The foregoing warranty is exclusive and in lieu of all other warranties, whether expressed, implied, and/or written. This warranty constitutes the exclusive and sole remedy of the purchaser and liability of Thorco Poles. Service by others will not be honored without written authorization from Thorco. No warranties with respect to the services or material supplied by others will be considered by Thorco Poles

Return of goods: Thorco Poles will supply written authorization for the purchaser to return goods; shipping charges for returned goods are to be prepaid by the purchaser.

Cancellation: If the purchaser wishes to cancel an order, Thorco Poles will provide written acceptance of the purchaser's cancellation, and cancellation charges to the purchaser shall be the Thorco Poles incurred costs, but in no case less than fifteen (15%) percent of the value of the order. Thorco Poles reserves the right to cancel any order or part thereof at any time if it is unable to procure the goods or if the purchaser becomes bankrupt or insolvent.

Substitution: Thorco Poles reserves the right to substitute and update specifications. Drawings are for conceptual and pictorial purposes only.