

Terms of Sale

1. Definitions

For the purpose of this document, the Owners, Proprietors, Employees, Agents and Vendor Partners of Michael Drexler and Drexler Consulting, and their respective Heirs, Executors and Assigns shall be herein after be collectively referred to as "Drexler Consulting". All Customers, Clients, Purchasers and their respective Employees, Heirs, Executors, Assigns, and other parties shall be herein after be collectively referred to as the "Customer". Any item, merchandise, good or service, whether tangible or intangible, provided by or created by Drexler Consulting shall herein after be collectively referred to as the "Products".

2. Disputes, Governing Law and Inurement

These terms and any sale or transaction herein shall be governed by the Province of Ontario in the country of Canada without regard to the conflicts of law rules regardless of the location of the customer. Any dispute action or litigation must be brought in the city of Windsor, Ontario, Canada and the customer hereby waives the right to change venue and shall bear the entire expense for such litigation including but not limited to any costs incurred by Drexler Consulting. The customer hereby agrees that such venue is appropriate and that Drexler Consulting agreement to sell and deliver products to the customer is dependant on this provision.

3. Agreement to be Bound, Severability and Right of Refusal

With the agreement, order or request to purchase Products from Drexler Consulting, whether verbal, written, e-mail or otherwise, all Customers hereby agree to be bound by the terms, conditions and policies as stated in this document. This shall hereby constitute acceptance of these Terms Of Sale by the Customer. If any portion, sentence or provision of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of the Province of Ontario or the country of Canada, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Automated e-mail and other information provided through any Drexler Consulting web site or automated system does not signify acceptance of your order, nor does it constitute confirmation of our offer to sell. Drexler Consulting reserves the right to limit quantities, refuse service, and/or decline the acceptance of any order for any reason at the sole discretion of Drexler Consulting. The headings and sections in this document are used for convenience and shall not affect the meaning of any part of this document. ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF ANY DREXLER CONSULTING AGREEMENT OR POLICY SHALL BE OF NO EFFECT WHATSOEVER

4. Indemnity

The Customer hereby expressly releases and agrees to save and hold harmless Drexler Consulting from any and all claims, losses, damages and costs related in any way, nature or form whatsoever to the conduct of and/or the Products and services provided by Drexler Consulting. In the event of any dispute, claim, or action against Drexler Consulting, the Customer hereby agrees to pay any and all costs, fees and expenses such as but not limited to attorney's fees, disbursements, court costs, etc. incurred by Drexler Consulting as a result of said dispute, claim, action, etc. Drexler Consulting shall not be held responsible for any errors or omissions of any kind.

5. Warranty & Guarantee

Drexler Consulting makes no representations, warranty or guarantee, expressed or implied as to the compatibility, merchantability or fitness of any Product for a particular purpose whatsoever. Warranties do not cove abuse, misuse or excessive use beyond normal wear and tear or physical damages via shipping or any damage caused by the Customer. ** NOTE: Hazardous, dirty or industrial environments (e.g., tooling and manufacturing shop floors, extremely dusty offices, etc.) contribute to excessive wear and early failure of many components. Failure to protect electronic components (e.g., computers, monitors, modems, routers, switches, etc.) from physical and electrical conditions according to specifications from Drexler Consulting may cause irreparable harm that is not covered by warranties. Drexler Consulting shall not be held responsible or liable for any software malfunctions whatsoever. Any warranty service and/or repairs conducted by Drexler Consulting will be performed at Drexler Consulting premises or additional service charges for on-site warranty service may apply.

6. Terms of Payment

The granting of credit and terms of payment shall be determined at the sole discretion of Drexler Consulting. Late payment charges of two (2) percent per month or twenty-four (24) percent per annum apply to all overdue accounts. Payments shall be made by Cash, Cheques or Money Orders made payable to "Drexler Consulting" within the time frames stated on the invoice. A \$75 administration fee applies to any and all dishonoured payments. In the case of credit card charge backs and other forms of dishonoured payments the Customer will be responsible to pay to Drexler Consulting a sum of 5% of the entire payment amount as liquidated damages and not as a penalty. The Customer agrees to pay any and all costs, court costs, collections, fees, disbursements and charges arising out of or in relation to the collection of any outstanding debt owed to Drexler Consulting. Payment in full or a deposit of no less than fifty (50) percent of the total purchase price is required at the time of ordering unless otherwise approved by and at the sole discretion of Drexler Consulting. Drexler Consulting at its sole discretion may require surety such as but not limited to personal guarantees.

7. Pricing, Availability, Shipping, Backorders and Risk of Loss

Unless otherwise stated, all prices do not include any applicable sales taxes, freight, shipping, insurance or environmental handling fees and/or charges. Pricing and specifications are subject to change without prior notice. All Products are subject to availability. Quotations are valid for a maximum of 5 days from the date of issue and may not be disclosed in whole or in part to any party other than the addressee. Drexler Consulting makes every effort to provide reasonably current inventory status for over 100,000 products and may backorder Products to be shipped when they are available. Multiple shipments, including backorders or deliveries from multiple warehouses may incur multiple shipping charges. Shipping and/or freight charges are non-refundable. All products shipped by Drexler Consulting are made pursuant to a shipment contract. The risk of loss for such products pass to the customer upon custody of said items passing to the carrier. Where Drexler Consulting delivers the products to the customer, risk of loss for such products shall pass to the customer upon Drexler Consulting arrival at the customer's premises or their designated delivery location.

8. Errors and Omissions

Drexler Consulting shall not be held responsible for errors or omissions of any kind. Drexler Consulting shall have the right to refuse or cancel orders, quotes or any portion thereof containing said incorrect information without prior notice to the Customer. Drexler Consulting does not warrant that the content of the web site(s) under it's control including, without limitation, product descriptions, cross-referencing or photographs, is accurate or complete. Drexler Consulting reserves the right to correct any error, inaccuracy or omission at any time without prior notice or liability to any party; change at any time the products and services advertised or made available for sale on this web site, the prices, fees, charges and specifications of such products and services, any promotional offers and any other Website content without any notice or liability to any party; reject, correct, cancel or terminate any order, including accepted orders for any reason and to limit quantities available for sale or sold

9. Ownership, Title and Passing of Risk

Unless otherwise stated as a non-cancelable order, all risk and responsibility shall pass to the Customer upon delivery of the Products. All Products shall remain the property of Drexler Consulting until payment is received in full. In the event of non-payment, without loss of any rights or remedy, including but not limited to daily or hourly rental and or usage charges, Drexler Consulting may remove from the Customers possession those Products belonging to Drexler Consulting in accordance with these conditions and shall be entitled to enter upon the property where the goods are located to repossess and remove the same. The Customer hereby grants irrevocable license to enter premises for said purposes.

10. Substitutions and Modifications

Drexler Consulting may at any time make changes, modifications, deletions or substitutions to this document, orders, quotes or any other terms and conditions without prior notice to the Customer. Minor substitutions of comparable Products may be made without prior notice to the Customer.

11. Returns, Cancellations, Shipping Discrepancies and Delivery

Unless otherwise stated, all sales are final. All manuals, accessories and original packaging must accompany defective Products returned under warranty and Products must be in new, unused re-saleable condition. Shipping and handling charges for packaging and return of defective Products may apply. Unless instructed to do so by Drexler Consulting, all defective products shall be returned to their respective manufacturer. Any Product returned and found not to be defective shall incur a charge based on the current Drexler Consulting hourly service rate with a minimum of \$95. Drexler Consulting reserves the right to require the Customer to obtain technical support and/or be assigned a case number from the manufacturer to confirm just cause for return of any Product. Order cancellations will only be accepted in extenuating circumstances at the sole discretion of Drexler Consulting and only prior to the Customer receiving the Products or services from Drexler Consulting. All order cancellations are subject to a service charge of fifty (50) percent of the total purchase price. Any and all discrepancies and or damages must be reported to Drexler Consulting in writing upon receipt of the Products. Additional charges may apply for delivery and/or setup on Customer premises.



12. Privacy and Disclosure of Information

Unless otherwise stated, Drexler Consulting will not share or disclose any personal and/or confidential information to any other party except for the express purpose of providing Drexler Consulting Products or services or other uses such as but not limited to product registrations, warranty returns, software & systems development, credit worthiness, provisioning and/or sales of like or similar Products or services, etc. Drexler Consulting takes reasonable steps to ensure the security of personal and confidential information and electronic documents held by Drexler Consulting. Access to electronic documents and Customer information is strictly limited to those employees and personnel who require access to the information in order to provide the Products as stated above. All information and correspondence from Drexler Consulting may not be shared or disclosed in whole or in part to any other party without the expressed written consent of Drexler Consulting. Drexler Consulting shall make available the Terms of Sale (this document) on the Drexler Consulting web site.

13. Drexler Consulting Web Sites

Access to Drexler Consulting web sites and the use thereof is at your own risk. Web site(s) are provided on an "as is" and "as available" basis, without any representations, warranties or conditions of any kind, whether express or implied, and including without limitation implied representations, warranties or conditions of or relating to accuracy, accessibility, fitness for a particular purpose, merchantability, performance or durability, all of which are disclaimed by Drexler Consulting to the fullest extent permitted by law. Drexler Consulting shall not be held liable for any loss or damages whatsoever, including but not limited to lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Drexler Consulting shall not be liable for products not being available for use or for lost or corrupted data or software or the provision of services by third parties. The Customer agrees that for any liability related to the purchase of products or services provided directly by Drexler Consulting or its affiliates, neither Drexler Consulting nor its affiliates are liable or responsible for any amount of damages above the dollar amount paid by person for the product(s) or service(s) giving rise to the claim.