



## **Terms and Conditions**

### **1. Definitions**

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

### **2. Agreement to be Bound and Severability**

With the purchase of Products, request or offer to purchase products and/or services from Drexler Diving Systems, whether verbal, written or both, Customer hereby agrees to be bound by the terms, conditions and policies as stated in this document and any related documents referenced herein. This shall hereby constitute acceptance of these Terms and Conditions by the Customer. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of the Province of Ontario, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **3. Indemnity**

The Customer hereby expressly releases and agrees to save and hold harmless Drexler Diving Systems 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 Diving Systems. In the event of any dispute, claim, or action against Drexler Diving Systems, 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, judgments, etc, as incurred by or levied against Drexler Diving Systems. Drexler Diving Systems shall not be responsible for any errors or omissions of any kind.

### **4. Warranty & Guarantee**

Drexler Diving Systems guarantees the Products sold by Drexler Diving Systems to be free from defects in materials and workmanship for a period as defined by the manufacturer. Where no warranty or guarantee period is specified, Drexler Diving Systems makes no warranty or guarantee, expressed or implied whatsoever. Any warranty does not cover abuse, misuse or excessive use, or physical damages via shipping or any damage caused by the Customer. Drexler Diving Systems makes no warranty expressed or implied as to the merchantability or fitness of a Product or service for a particular purpose whatsoever. The sole obligation of Drexler Diving Systems under this guarantee is limited to repair or replacement of the same or a suitable substitute of the defective components at the sole evaluation, decision and discretion of Drexler Diving Systems, upon inspection by Drexler Diving Systems. Any shipping, handling, brokerage charges, or costs associated with fulfillment of any warranty service are the sole responsibility of the Customer.

### **5. Terms of Payment, Pricing and Availability**

The granting of credit and terms of payment shall be determined at the sole discretion of Drexler Diving Systems. Late payment charges of two (2) percent per month apply to all overdue amounts. An administration fee applies to any and all dishonoured payments. Unless otherwise stated, all prices do not include any applicable sales taxes, freight, insurance, environmental handling fees and/or charges. A convenience fee may be applied when payment is made by a credit card or other electronic means. Pricing and specifications are subject to change without prior notice. All Products are subject to availability and minor substitutions of comparable Products may be made without prior notice. Unless otherwise stated, quotations are valid for a maximum of 5 business days from the date of issue and may not be disclosed in whole or in part to any party other than the addressee. A non-refundable deposit or payment in full is required at the time of ordering unless otherwise approved by Drexler Diving Systems. Drexler Diving Systems at its sole discretion may require surety such as but not limited to personal guarantees.

### **6. Ownership, Title and Passing of Risk**

All risk and responsibility shall pass to the Customer upon delivery of the Products. Delivery to courier constitutes delivery to customer. All Products shall remain the property of Drexler Diving Systems 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 Diving Systems may remove from the Customers possession those Products belonging to Drexler Diving Systems in accordance with these conditions and shall be entitled to enter upon the property where the goods are stored to repossess and remove the same. The Customer hereby grants irrevocable license to enter premises for said purposes.

### **7. Substitutions and Modifications**

Drexler Diving Systems may at any time make changes, modifications, deletions or substitutions to this document without prior notice to the Customer. Drexler Diving Systems shall make available the Terms of Sale on the Drexler Diving Systems web site.

### **8. 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. The Customer is responsible for shipping and handling charges for packaging and return of defective Products. Order cancellations will only be accepted in extenuating circumstances at the sole discretion of Drexler Diving Systems and only prior to the Customer receiving the Products or services from Drexler Diving Systems. 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 Diving Systems in writing within 24 hours of receipt of Products. Additional charges may apply for delivery, setup and or configuration.



#### **9. Privacy and Disclosure of Information**

In addition to the Drexler Diving Systems Privacy Policy and unless otherwise stated, Drexler Diving Systems will not share or disclose any personal and/or confidential information to any other party except for the express purpose of providing Drexler Diving Systems 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 Diving Systems takes reasonable steps to ensure the security of personal and confidential information and electronic documents held by Drexler Diving Systems. 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 goods and services as stated above. All information and correspondence from Drexler Diving Systems may not be shared or disclosed in whole or in part to any other party without the expressed written consent of Drexler Diving Systems.

#### **10. Service and Right of Refusal**

Drexler Diving Systems shall not be held responsible for any items damaged, lost, stolen or left at Drexler Diving Systems place of business beyond thirty (30) calendar days. Customer hereby waives any right, claim or title and to save and hold harmless Drexler Diving Systems from any right, claim or title from any third party for any item(s) left in possession of Drexler Diving Systems beyond thirty (30) calendar days. Drexler Diving Systems reserves the right to charge storage fees at a minimum of \$10 per day for any item(s) left in possession of Drexler Diving Systems beyond thirty (30) calendar days. Drexler Diving Systems reserves the right to refuse service, training or sales to anyone at any time for any reason at the sole discretion of Drexler Diving Systems.