

2017 DEALER APPLICATION & TERMS & CONDITIONS FOR SALE

OCEAN EQUIPMENT

P.O. BOX 325

POWELL RIVER BC CANADA V8A 5C2

P: 604 487 0715 F: 604 487 0716

oceanequipment@gmail.com • www.oceanequipment.ca

1. Please read this document carefully and completely.
2. Initial where required.
3. Complete the “STORE INFORMATION” and “CREDIT CARD CONSENT FORM”.
4. Return the completed agreement (5 Pages) via e-mail or fax.

ACCOUNT STATUS & ELIGIBILITY

1. A current, approved, completed and signed **Dealer Application & Terms & Conditions of Sale** must be on file at Ocean Equipment prior to the shipping of any order.
2. Products and equipment supplied by Ocean Equipment are only sold to authorized full service scuba dealers, commercial operators, public safety, military and repair facilities.
3. The Dealer agrees that equipment supplied by Ocean Equipment may only be sold over the internet at a Minimum Advertised Price (MAP).
4. The Dealer agrees that equipment supplied by Ocean Equipment for retail resale will be presented and sold in a professional manner.
5. The Dealer agrees that orders are subject to a one hundred dollar (\$100.00) minimum and that orders less than that amount will be subject to a twenty dollar (\$20.00) handling fee.
6. Ocean Equipment reserves the right to accept or reject any order. Possession of a price list does not constitute an offer to sell.
7. No shipments will be made to delinquent accounts.
8. Prices and specifications are subject to change without notice.
9. Minimum orders are in effect for some product lines.
10. Orders accepted are subject to the current price in effect at the time of shipment.
11. Any claim or dispute shall be subject to the exclusive jurisdiction, venue and laws of the Province of British Columbia.

BILLING

1. Ocean Equipment does not offer “Open Accounts”.
2. Billing is summarized by an invoice for each shipment.
3. Custom items and special orders are subject to a full non-refundable deposit.
4. Invoices must be prepaid prior to shipping. C.O.D. is not available across international borders
5. Any returned cheque is subject to a \$50.00 service charge.
6. The Dealer is liable for any Duties, Sales & Excise taxes that may be assessed.
7. The Dealer shall pay Ocean Equipment the amount of the invoice without deductions from, offsets against or claims against the said invoice unless a credit note has been issued from Ocean Equipment.
8. Ocean Equipment will respond to all Dealer claims within 30 days of the receipt of a written notice of claim. A credit memo will be issued where appropriate.
9. If a Dealer claim, or any portion of a claim, is determined not to be valid, and a credit note, in full or in part is not granted, a written reason will be supplied to the dealer.
10. The Dealer will be notified by e-mail with a .pdf copy of the invoice and a Tracking Number at the time of shipping.

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SALES

1. Particular lines carried by Ocean Equipment may be sold to the dealer on a defined exclusive area basis.
2. Minimum annual sales targets must be met for a dealer to retain an exclusive area.
3. Ocean Equipment requires certain product lines to be sold through retail facilities. Proof of a retail establishment may be required.
4. Service kits, parts, service manuals and servicing tools will not be sold to dealerships that do not have a manufacturer's authorized service technician on staff.
5. Products sold to the dealer are not for redistribution to other dealers, unless written pre approval is received from Ocean Equipment.
6. Not all product lines Ocean Equipment stocks and offers are available to all applicants.

FREIGHT TERMS

1. All shipments are F. O. B. Powell River, British Columbia.
2. All orders are shipped insured, via Canada Post, using the least expensive available option.
3. Should the Dealer choose another method or carrier, the Dealer is responsible for all pickup arrangements and shipping charges. Please call Ocean Equipment to obtain the physical address.
4. Delivery to the carrier constitutes delivery to the purchaser.
5. Claims of damage in transit must be filed with the carrier according to the terms and conditions of the carrier.
6. Additional handling charges may be charged for unusual or custom requests.

RETURNS & REPLACEMENTS

1. Ocean Equipment warrants to the original retail owner that all of its products will be free from any defects in materials or workmanship for a period of one year.
2. Merchandise may not be returned without prior authorization and the issuance of a "Returned Goods Authorization" (RGA) number, printed clearly on the outside of the package.
3. An "RGA" number must be obtained from Ocean Equipment prior to the return of any merchandise.
4. Some products or components may have warranties in addition to the warranty coverage by Ocean Equipment.
5. Custom items and special orders will not be considered for restocking.
6. All returns must be freight prepaid.
7. Unauthorized returns will be refused.
8. A valid bill of sale should accompany any returned consumer product.
9. Any item returned for restocking must be received at Ocean Equipment in an "as new condition". All tags must be attached and the merchandise in the original product packaging, as it was received by the dealer.
10. Returned merchandise will be inspected to meet the "as new condition". Products not meeting this criteria will not be accepted for restocking or credit.
11. Products of less than a four hundred dollar (\$400.00) value will not be accepted for return or credit.
12. A twenty five percent (25%) restocking fee may be charged on any item accepted for a return credit.

WARRANTY CLAIM PROCEDURES

1. To file a claim under warranty, the product must be returned to Ocean Equipment, prepaid by post.
2. The package must be identified as a "Warranty Return".
3. The RGA number must be clearly visible.
4. The dated proof of purchase must accompany the product being returned.
5. A notation of the description or the nature of the defect must be included.
6. Failure to clearly mark an international shipment as a "Warranty Return" may result in duties & taxes being assessed. Shipments not so marked as a "Warranty Return" will be refused.
7. If returning the product by courier, please call to obtain the delivery address.
8. If the product is defective and the warranty is in effect within the terms and conditions of this warranty, Ocean Equipment will repair or replace the product or refund the purchase price at its discretion.

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I/WE HAVE READ, UNDERSTOOD AND AGREE TO THE PRECEDING “TERMS & CONDITIONS FOR SALE” , OUTLINED ON PAGES ONE & TWO, AND CONFIRMED BY MY/OUR INITIALS.

NAME OF STORE: _____

ADDRESS OF STORE: _____

AUTHORIZED SIGNATURE(S): 1) _____

2) _____

DATE: _____

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STORE INFORMATION

Company Name: _____ **Date:** _____

Mailing Address: _____

City: _____ **Province/State:** _____ **Postal/Zip:** _____

Phone: _____ **Fax:** _____

E-Mail: _____ **Web:** _____

Shipping Address: _____

City: _____ **Province/State:** _____ **Postal/Zip:** _____

State Withholding/Resale #: _____ **PST #** _____

(British Columbia Only)

Federal Tax ID #: _____

Business Structure: _____

The above information is true and correct to the best of my knowledge and belief. I consent to its verification by Ocean Equipment. This information has been supplied by the applicant, as indicated below, freely and voluntarily to initiate consideration for Ocean Equipment Authorized Dealer status.

The above referenced information will be treated with complete confidentiality and disclosure will be made only as permitted by law, or for the purposes of verification of the dealer's status.

Print Name: _____ **Title:** _____

Signature: _____ **Approved:** _____

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CREDIT CARD CONSENT FORM

I hereby authorize Ocean Equipment of Powell River, British Columbia, Canada to retain the below referenced Credit Card on file and charge applicable invoices from Ocean Equipment against said Credit Card.

I understand this form is valid until the expiration date of the Credit Card indicated below, unless I cancel this Consent Form through written agreement to Ocean Equipment.

I understand that the information on this form will be kept under the strictest confidentiality and disclosed only under penalty of law.

I further agree to voluntarily provide a legible copy of my valid Drivers License, if requested.

Cardholder's Name: _____
(as shown on the card)

Cardholder's Address:

City: _____ **Province/State:** _____ **Postal/ZIP:** _____

Account Number: _____

Expiration Date: ____/____ **3 digit security** _____ **Type: MC** ____ **Visa** _____

Cardholder's Signature: _____ **Date:** _____