

Terms and Conditions of Sale

Please read this document carefully! it contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you.

This Agreement contains the terms and conditions that apply to purchases by customers from the Global Scuba Manufacturing of Texas ("Global") that will be provided to you ("Customer") on orders for scuba equipment and/or related products and/or services and support sold by Global. By accepting delivery of the scuba equipment, other products and/or services and support described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. If for any reason you are not satisfied with Global purchase, you may return the products under the terms and conditions of Global's return policy.

THESE TERMS AND CONDITIONS APPLY (I) UNLESS THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH GLOBAL IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) UNLESS OTHER GLOBAL STANDARD TERMS APPLY TO THE TRANSACTION.

Other than as specifically provided in any separate formal purchase agreement between Customer and Global, these terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and Global. This agreement and any sales thereunder shall be governed by the laws of the state of Texas, United States of America, without regard to conflicts of laws rules.

Prices, invoices and orders. Prices are subject to change without notice. Prices can change monthly, weekly, even daily. For the most current pricing check the company website. Account approval is required. Contact our office to get set up with a customer login and password. Merchandise shipped will be billed at dealer prices prevailing at the time of shipment plus freight. When paying invoices, please pay the oldest invoice first and identify each invoice being paid by the invoice number. To expedite inquiries about specific billings or payments, please refer to the invoice number. All orders, whether phoned, faxed, emailed or mailed are given our immediate attention and will be shipped promptly contingent upon merchandise in stock. There is no minimum order.

Dealer Qualifications Global Scuba Manufacturing of Texas sells its products throughout the world only through qualified dealers such as dive shops, resorts, charter services, and military or research agencies. We do not sell directly to independent instructors, individual divers, clubs, TEK-diving groups or companies that have no involvement with the underwater community. Under special circumstances, Global may make discretionary accommodation sales to individuals or companies not within the diving industry. Possession of a Global catalog and/or price list does not constitute a binding offer to sell and Global reserves the right to reject any/all offers. Those interested in selling

Global products must apply for dealership status by completing the Global Dealer Application. Accounts that have NOT made a purchase within 2 years will be considered inactive and must be officially reinstated.

Payment terms. Terms of payment are within Global's sole discretion.

- NET 30 Days terms are subject to prior approval by the Global credit department. Accounts with open invoices 30 days past due will be automatically placed on Prepaid/Credit Card status and remain as such until 90 days after the account has become current. Accounts still past due at 90 days will be turned over for collection.
- Prepaid/Credit Card - Includes Credit Card, Wire/Bank Transfer or Certified Check. Credit cards accepted are VISA, MASTERCARD, DISCOVER, and AMERICAN EXPRESS. A \$15.00 fee is charged for Wire Transfers.
- Any order (domestic or international) may require a deposit unless special circumstances apply. No merchandise will be assembled, packaged, or held until a deposit is received. Accepted orders that are awaiting final payment or shipping instructions will be held for no more than 30 days. A restocking fee may apply if account is not settled within 30 days. No additional fee is charged on foreign orders requiring export papers and/or MA forms. Inquiries about current export terms for resale merchandise should be addressed to the Global Sales Department.
- NSF CHECKS - A fee per check may be charged for all NSF checks. If an NSF check is returned a second time, the NSF check plus any accrued charges must be replaced with a certified check. If this is not completed, the account will be immediately submitted for collection. Multiple incidents of NSF checks will automatically cause your account to become Prepaid/Credit Card status.

Domestic Shipping: All shipments from Global are shipped Freight on Board (FOB) our dock. Global normally ships via UPS, FEDEX, or US Mail. Federal Express / UPS is used for priority packages. If you have a preference in carriers, please specify when ordering or Global will select one depending upon the customer's location and the weight of the package. The current UPS HAZMAT charge is \$49.00 per carton and is subject to change (see SPECIAL CHEMICAL SHIPPING RESTRICTIONS).

International Shipments: International shipments are sent via air cargo. We do not recommend ocean freight for shipping Global products. Global can also ship to a licensed freight forwarding company designated by the customer. Be aware that some carriers will not insure shipments to certain countries. Global cannot be responsible for missing or damaged merchandise when uninsured shipments are undertaken. If the international USPS is used, Global cannot guarantee time/speed of delivery nor can we reliably trace or check on the shipment. Use International USPS at your own risk. International Shipments of some Global chemicals are restricted (see SPECIAL CHEMICAL SHIPPING RESTRICTIONS below).

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SPECIAL CHEMICAL SHIPPING RESTRICTIONS: Federal Government HAZMAT shipping regulations restricts the transport of several Global products. Acidic Tank Cleaner #42070, Regulator Cleaner #43190/91, Hydrosonic Cleaner #43101/103 and Hydrosonic Cleaner Concentrate #43105/07 can be shipped by GROUND ONLY. Global cannot ship these items by air and may not be shipped directly into foreign countries. For international transport, contact Global to see if the cited chemicals can be shipped to your country. If not, these chemicals should be shipped via a licensed freight forwarding company experienced with HAZMAT materials. Packing and shipping charges for international transport can exceed the cost of the merchandise itself! For shipping within the USA, the current charge is a \$49.00 (subject to change) handling fee on EACH carton that contains HAZMAT chemicals. Global adds that amount as a surcharge to the freight costs for EACH HAZMAT package. Global cannot supply freight forwarders with HAZMAT data beyond that listed in the respective MSDS sheet and as required for domestic transport.

Damaged goods: Please notify Global promptly of any damaged goods received and obtain an RMA FORM. Materials received in a damaged container must be reported immediately in writing to the carrier prior to advising Global. Damaged goods must be inspected by the carrier at the delivery site for insurance claims to be valid. If damaged goods are found in an undamaged container, promptly notify Global for appropriate action. Losses or shortage in shipments should be immediately reported to Global for replacement and/or claim processing. Replacement goods will be shipped in accordance with the customer's established terms and a credit will be issued upon return of the damaged goods to Global.

Defective goods must be shipped back to Global with an RMA form. Global will refuse packages if they are shipped via COD. Global reserves the right to inspect and evaluate any defective goods for actions or conditions which may void their warranty. Returns of new/unused product in its original packaging are allowed with Global's approval. Hoses of any type are not returnable unless specified otherwise by Global. Original shipping charges will not be refunded. Additional fees may apply if the product is required to be returned to the manufacturer for analysis. The standard restocking fee for products is 25% except "OX" product. "OX" products carry a restocking fee of 50%.

Limitation of Liability: Global Scuba Manufacturing of Texas does not accept liability beyond the remedies set forth herein, including any liability for products not being available for use or the provision of services and support. Global Scuba Manufacturing of Texas will not be liable consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. Customer agrees that for any liability related to the purchase of products or

services bundled with the products Global Scuba Manufacturing of Texas is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of products or services under this agreement. Scuba diving equipment should only be used by certified scuba divers. Global Scuba Manufacturing of Texas does not accept liability for the use of scuba equipment by individual who are not certified.

IMPORTANT NOTICE AND DISCLAIMER

Technical advice / product specifications should be obtained from our technical support department only! Technical information solicited from any other source does not invoke any engineering or application warranty. Because our technical support department can only render suggestions and opinions based upon information provided by the customer and is not "on-site" to validate that information, the customer is solely responsible for the final installation/application of Global products and devices of his/her own design. Improper assembly or use of Global Technical Products may result in malfunctions, property damage, serious injury, or death. Global assumes no responsibility for spurious installations, intermixing incompatible components, or unauthorized customer modifications. The handling of high pressure gases and certain Global chemicals products involve some inherent risks. Training in this is the responsibility of the user.

Global products and safe oxygen service OX – This suffix affixed to a Global part number denotes compatibility with oxygen service as delivered. Products not so designated are NOT oxygen clean / oxygen compatible and should NOT be used for ANY application involving pure O2 or high O2 levels. Merely cleaning a product does not guarantee oxy-compatibility, and some products can NEVER be made O2 compatible. Use of non-OX products in oxygen applications can lead to fires, explosions, and / or serious property damage including bodily injury.