



# **Terms and Conditions**

## **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 and Assigns, 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 Consulting shall herein after be collectively referred to as the "Products".

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

With the purchase of Products from Drexler Consulting at the request of the customer, whether verbal, written or both, 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 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 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. Drexler Consulting shall not be responsible for any errors or omissions of any kind.

## **4. Warranty & Guarantee**

Drexler Consulting guarantees the Products sold by Drexler Consulting to be free from defects in materials and workmanship for a period as defined on the invoice starting from the date of manufacture. Where no warranty or guarantee period is specified, Drexler Consulting makes no warranty or guarantee, expressed or implied whatsoever. The manufacturer's warranty may apply and may exceed those stated by Drexler Consulting. This warranty does not cover 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, transmitters, electronics, cables, accessories, etc.) from physical and electrical conditions according to specifications from Drexler Consulting and/or the manufacturer, may cause irreparable harm that is not covered by this warranty. Drexler Consulting 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 Consulting 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 Consulting, upon inspection by Drexler Consulting. Software is beyond the scope of this warranty and is not covered and Drexler Consulting shall not be held responsible or liable for any software malfunctions whatsoever. All warranty service and repairs will be performed at Drexler Consulting premises or at the manufacturer as determined by Drexler Consulting. Any shipping, handling or brokerage charges 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 Consulting. Late payment charges of two (2) percent per month or twenty-four (24) percent per annum apply to all overdue accounts. An administration fee applies to any and all dishonoured payments. Unless otherwise stated, all prices do not include any applicable sales taxes, freight, insurance or 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 deposit of no less than fifty (50) percent of the total purchase price is required at the time of ordering unless otherwise approved by Drexler Consulting. Drexler Consulting 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 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 stored to repossess and remove the same. The Customer hereby grants irrevocable license to enter premises for said purposes.

## **7. Substitutions and Modifications**

Drexler Consulting may at any time make changes, modifications, deletions or substitutions to this document without prior notice to the Customer. Drexler Consulting shall make available the Terms of Sale on the Drexler Consulting 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 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. Additional charges may apply for delivery, setup and or configuration.

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

In addition to the Drexler Consulting Privacy Policy and 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 goods and services 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.

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

Drexler Consulting shall not be held responsible for any items damaged, lost, stolen or left at Drexler Consulting place of business beyond 30 calendar days. Drexler Consulting reserves the right to refuse service, training or sales to anyone at any time for any reason at the sole discretion of Drexler Consulting.