



ocean eye, inc.®

**“Serving the Underwater Operations
Industry”**

**Terms and Conditions
Credit Card Authorization Form**

Money Orders, Cashier's Checks, Company Checks, & Personal Checks

Ocean Eye, Inc. accepts money orders, cashier's checks, personal checks, and company checks in United States Dollars (USD) only. Orders are processed upon receipt of a money order or cashier's checks. For personal and company checks, please allow up to 10 banking days after receipt for clearance of funds before the order is processed. We cannot guarantee the availability of a product by the time funds clear or payment is received. We will charge a \$35.00 fee on all returned checks.

Out-of-Stock Products

We will ship your product as it becomes available. Usually, products ship the same day if ordered by 5:00PM, or by the next business day if your order is received after this time and for orders received on Saturday, Sunday or any major holiday. However, there may be times when the product you have ordered is out-of-stock which will delay fulfilling your order. We will keep you informed of any products that you have ordered that are out-of-stock and unavailable for immediate shipment.

Returns

We will gladly accept the return of unused products that are defective due to defects in manufacturing and/or workmanship for 30 days from the date of purchase. Fulfillment mistakes that we make resulting in the shipment of incorrect product to you will also be accepted for return 30 days from the date of purchase. Returns must be made promptly and sent freight "prepaid" accompanied by a Return Authorization Number' obtained from Ocean Eye, Inc. Without an Authorization Number, returned equipment will not be accepted. Authorized return of saleable goods other than goods supplied in error will be subject to a 20% restocking fee. Custom built equipment is non-returnable.

Typographical Errors

In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Ocean Eye, Inc. shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Ocean Eye, Inc. shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Ocean Eye, Inc. shall immediately issue a credit to your credit card account in the amount of the incorrect price.

Storage Fees

We request ALL equipment be paid for and picked up from our repair center or shipping arrangements made within 15 days of notification of repair completion. Any equipment left past 30 days, without prior written agreement, will incur storage charges (\$5 per day) that will be added to the invoice and payable on equipment pick up or prior to shipment.

Disclaimer and Limitation of Liability

Under no circumstances, including, but not limited to, negligence, shall Ocean Eye, Inc. be liable for any direct, indirect, special, incidental or consequential damages, including but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site. You agree that the sole and exclusive maximum liability to Ocean Eye, Inc. arising from any product sold on the Ocean Eye, Inc. site shall be the price of the product order. You agree that in no event shall Ocean Eye, Inc.'s directors, officers, employees or other representatives be liable for special, indirect, consequential or punitive damages related to product sold.

On most items presented, Ocean Eye, Inc. is only acting as a distributor of products manufactured by other companies. Thus, Ocean Eye, Inc. expressly limits its guarantees and warranties for products sold hereunder to those extended and allowed by the manufacturing company to be passed through to Ocean Eye, Inc.'s customers. Here are no expressed or implied warrants which extend beyond the description on the face hereof. Ocean Eye, Inc. disclaims and excludes from any sale of products herein any implied warranties of merchantability, or of fitness or suitability for any particular purpose or use. All goods sold by Ocean Eye, Inc. are purchased by the buyer as is. Since Ocean Eye, Inc. cannot control the manner of use of its products after their sale, Ocean Eye, Inc. will not be responsible for any defects, consequential or indirect damages to the purchaser or any third party or ultimate user of the products. Ocean Eye, Inc. will, at its option, either replace the merchandise sold or refund the purchase price should a product defect be brought to our attention within thirty (30) days after sale.

General Legal Disclaimer

Ocean Eye, Inc. hereby expressly disclaims all warranties either expressed or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose. This disclaimer by Ocean Eye, Inc. in no way affects the terms of the manufacturer's warranty, if any.

Ocean Eye, Inc. has made a diligent effort to illustrate and describe the products on this web site accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty that the products are merchantable, or fit for a particular purpose, or that the products will necessarily conform to the illustrations or descriptions.

Credit Cards

There is no surcharge for use of credit cards for orders under \$5000.00. Orders over \$5000.00 will be charged a 4% convenience fee. Products will only be shipped to the billing address of the card holder. Proper credit card authorization is required.

Sales Taxes

Ocean Eye, Inc. will automatically charge and withhold the applicable sales tax for orders to be delivered to addresses in Pennsylvania. Each customer in other states shall be responsible for all sales taxes, or other taxes, on orders shipped in other states.

Order Acceptance Policy

Your receipt of an electronic order or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Ocean Eye, Inc. reserves the right at any time after receipt of your order to accept or decline your order for any reason. Ocean Eye, Inc. reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.

All orders placed over \$2,000.00 (US) must obtain pre-approval with an acceptable method of payment, as established by our credit and fraud avoidance department. We may require additional verifications or information before accepting any order. Ocean Eye, Inc. is a reseller to end user customers and does not accept orders from scuba dealers, exporters, wholesalers, or other customers who intend to resell the products offered by Ocean Eye, Inc.

Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees and represents that it is buying for its own internal use only, and not for resale.

Shipping

Merchandise is shipped in standard commercial packaging via United Parcel Service (UPS)/Surface, FedEx, Air Parcel Post (Post office). Shipping and insurance fees will be added to Ocean Eye, Inc.'s invoice for open account customers. C.O.D. and other shipping fees, when applicable, will be passed on to the purchaser. Other shipping methods and freight carriers should be specified at the time of the order.

Product Suitability

While Ocean Eye, Inc. attempts to assure that its products comply with Federal, State & local codes. It cannot guarantee compliance and cannot be responsible for how the product is installed or used. Before purchase and use of the product, please review the product application, national and local codes/regulations, and be sure that the product, installation and use will comply with them.

Service and Support

Ocean Eye, Inc. will provide general technical support to Customer in the United States, in accordance with the then current technical support policies in effect. Service offerings may vary from product to product. Ocean Eye, Inc. has no obligation to provide service or support until Ocean Eye, Inc. has received full payment for the product or service/support contract for which service or support is requested.

WARNING: Diving is a potentially hazardous activity. Even if you do everything right there is always the possibility that you may be killed or injured. Before you dive with any new piece of equipment, you must have instruction in the use of that equipment. Be sure to follow the manufacturer's directions in the use of all diving gear and tools.



"Serving the Underwater Operations Industry"

610.621.5750

ocean eye, inc.
471 Fairview Chapel Rd
Birdsboro, PA 19508

Card Holder's Name:

Credit Card Contact Information:

Billing Address:

City: _____ State: _____

Zip Code: _____ Email address: _____

Telephone Number: _____ Fax Number: _____

Company Name:

Contact Telephone: _____ Fax Number: _____

Credit Card Information:

Card Type (Circle One):

Visa

Mastercard

Credit Card Number: _____

CVC 2 Code: _____

Expiration Date: _____

Keep on file for future orders (Circle One)? Yes No

If your total is \$500 or more please fax or mail a legible photocopy of the FRONT and BACK of the Credit Card and Drivers License along with the completed form to:

Ocean Eye, Inc.

Phone: (610) 621-5750

Fax: (610) 621-5773

Email: accounting@oceaneyeinc.com

Card Holder accepts liability for the following charges:

Comments:

I, the undersigned card holder, hereby authorize my credit card, as listed above, to be used as a guarantee of/for payment for all outstanding charges indicated for the above named functions(s). I have read and understand the Terms and Conditions statement provided.

Authorized Signature:

Date:
