



Terms and Conditions for Passage Marine

Returns:

- All returns must be authorized in advance by Passage Marine (the "Seller"). Unauthorized returns will not be accepted.
- Products must be returned in resalable condition, defined as unused, in original packaging, and undamaged.
- A restocking fee of 20% will apply to all returns unless otherwise agreed upon in writing.
- Custom orders or special-order items are non-returnable.

Cancellation:

- Orders cancelled after confirmation will be subject to a cancellation fee of 20% of the order value.

Payment:

- Payment is due within the terms specified on the invoice.
- Payment is considered received once funds have cleared in the Seller's bank account.
- Late payments will incur interest at a rate of 2% per month (24% annually).
- The Seller reserves the right to suspend services or withhold products until payment is received in full.
- Any dishonoured payments, such as bounced cheques or disputed credit card transactions, will result in an additional fee and must be resolved promptly by the Buyer.

Shipment & Delivery:

- All shipment and delivery dates are estimates only. The Seller is not responsible for delays caused by the freight carrier.
- The Buyer assumes all risk of loss or damage upon delivery to the freight carrier. Claims for shipping damage must be filed directly with the carrier.

Inspection:

- The Buyer must inspect all goods upon receipt and notify the Seller in writing of any non-conformance within thirty (30) days of receipt.
- Claims must include detailed descriptions and, where applicable, photographs of the defect or issue.



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Warranty:

- The Seller warrants that products sold are free from defects in materials and workmanship under normal use and conditions for a period of 12 months from the date of delivery.
- Warranty coverage is subject to the following conditions:
 - Normal wear and tear is not covered.
 - Damage caused by misuse, negligence, or failure to follow installation and maintenance instructions is not covered.
 - Environmental conditions outside specifications, including but not limited to exposure to extreme temperatures, humidity, or corrosive substances, are not covered.
 - Warranty service requiring on-site visits will incur travel costs, including mileage, lodging, and meals, which are the responsibility of the Buyer.
- Parts are warranted by the manufacturer, and the Seller will follow the manufacturer's warranty terms. Any work not covered by the manufacturer's warranty is not the responsibility of the Seller.

Third-Party Repairs and Warranty Voidance:

- The Buyer acknowledges that any warranty work must be performed by the Seller or an authorized service provider. If the Buyer has warranty work completed by a third-party service provider without the Seller's prior written consent, the warranty will be voided, and the Seller will not be responsible for any costs, damages, or liabilities arising from such work.
- The Buyer agrees to obtain written authorization from the Seller before engaging any third-party contractor or service provider to perform repairs, maintenance, or warranty work on any products. Failure to obtain such written authorization will result in the forfeiture of any applicable warranty and the Buyer will assume full responsibility for any costs associated with the third-party work.

Warranty Work Location and Travel Costs:

- All warranty work must be performed at the Seller's designated location at **1924 14th Avenue, Campbell River, BC** unless otherwise agreed upon in writing. The Buyer is responsible for transporting the product to the Seller's shop for warranty service.
- If warranty work requires travel outside of the Seller's designated location, any associated travel costs, including mileage, lodging, and meals, will be covered by the Seller. Travel expenses will be discussed and agreed upon in advance of the service.



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Limitation of Liability:

- The Seller's liability is limited to the repair or replacement of defective goods, at its sole discretion.
- The Seller is not liable for indirect, incidental, or consequential damages, including lost profits or loss of use, arising out of or in connection with the goods or services provided.
- This limitation shall not apply in cases of gross negligence or willful misconduct by the Seller.

Force Majeure:

- The Seller is not liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, pandemics, cyberattacks, embargoes, strikes, or government actions.

Ownership of Materials & Parts:

- Ownership of all materials and parts supplied remains with the Seller until full payment is received.
- The Seller reserves the right to reclaim materials through repossession or to enforce a lien on the Buyer's property in accordance with applicable laws.

No Implied Warranties:

- Except as expressly stated, the Seller disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

Indemnification:

- The Buyer agrees to indemnify and hold harmless the Seller from any claims, damages, or liabilities arising out of the Buyer's use of the goods or services provided.

Dispute Resolution:

- Any disputes arising from these terms will first be resolved through good-faith negotiation.
- If negotiation fails, disputes shall be resolved by binding arbitration under the rules of the ADR Institute of Canada.
- Any claims must be initiated within one (1) year of the alleged breach or they shall be deemed waived.



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Governing Law:

- These terms and conditions are governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Severability:

- If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalidity of any provision shall not materially alter the agreement's intended purpose or enforceability.

Customer Consent:

- The Buyer explicitly acknowledges and agrees to these terms by signing a service agreement, placing an order, or paying an invoice.

Updates to Terms and Conditions:

- The Seller reserves the right to update these terms and conditions. Updated terms will be communicated to the Buyer prior to acceptance of new orders or services.