



## Dealer/Facility/Affiliate Terms and Conditions of Sale v2.0, 2012

### **UTD Dealership and Training Facilities**

There are three levels of pricing available to an authorized UTD Dealer or Affiliate. Pricing is based on the total amount of each order (without shipping or taxes) and falls into either Level 1 (Dealer/Affiliate), Level 2 (Dealer Only) or Keyman (Dealer Only). Listed below are the requirements and benefits for each level.

### **UTD Dealer/Affiliate Benefits**

- Ability to resell all UTD signature series products and training materials.
- Minimum Advertising Price (MAP) is in effect
- UTD Dealers Only are featured on the UTD website as a UTD Dealer.
- No opening order
- No minimum order
- No annual order minimum

### **Level 1 Pricing (Dealer/Affiliate):**

- Requires a signed annual Dealer/Affiliate Agreement
- Does not require a minimum order amount.
- Does not require an annual order amount.
- Affiliates - Independent Instructors or Dive Clubs that are not within 60 miles of a UTD Dealer.

### **Level 2 Pricing Dealer Only:**

- Requires a signed annual Dealer Agreement
- Requires \$1500 minimum per order.
- Does not require an annual order amount.

### **UTD Training Facilities Add-On:**

Any UTD Dealer may also become a UTD Training Facility by having a UTD Instructor on staff or associated.

- Ability resell all UTD signature series products and training materials.
- Must have a UTD Instructor on staff or or associated.
- Access to the UTD member only group.
- Placed and featured on the UTD website as Facility members.
- Ability to hold out to the public that you are a UTD Dive Facility and hold UTD classes.
- Entrance Way Decal and Wall Certificate
- 3 UTD Sample DVD's

### **UTD Dealer Status**

1. UTD Dealers must sign an annual dealership agreement.
2. UTD International, LLC (UTD) products are only sold through UTD Online E-Stores, UTD Instructors, Affiliates or authorized UTD Dealers.
3. UTD Dealers, Affiliates, Facilities and Instructors, in a specific region, may only advertise the Minimum Advertised Price (MAP) listed in that Region's Dealer Pricing Sheet or Retail (MAP) Pricing Sheet. If no regional price sheets are available or dealers are using Dollar currency as a Retail price, then pricing may only be advertised according to the Minimum Advertising Pricing (MAP) as listed on the USA Dealer Price Sheet or USA Retail (MAP) Pricing Sheet.
4. UTD Dealers may discount a maximum of 10% from MSRP. Any further discounts must be authorized by UTD.
5. All prices quoted to UTD Dealers are in U.S. Dollars and do not include shipping, local taxes,

VAT or international import fees.

6. Orders accepted are subject to current price in effect at the time of shipment. Prices on purchase orders will be honored.
7. Prices are subject to change without notice. All published prices will hold for at least 90 days.
8. Any discrepancies in shipment must be reported within 7 working days.
9. UTD reserves the right to accept or reject any order.
10. A restocking fee of 15% will be applied to any returned product.
11. UTD Dealers are expected to deliver all UTD products in a professional manner. This may include POP Displays, formal class/training programs and/or product orientation that at a minimum familiarizes the customer with the product, it's setup and use, and it's after dive care and maintenance.
12. UTD accepts no liability or responsibility for accidents or incidents occurring during the use of its products. If a UTD Dealer is in any doubt about a piece of equipment, contact UTD and appropriate education/training/practice can be arranged.
13. UTD Dealers provide the "first contact" for all inquiries, customer concerns, equipment service, maintenance and repairs. UTD recommends that UTD Dealers be trained and qualified to service all UTD products.
14. UTD Dealers must maintain an account at [www.utdequipment.com](http://www.utdequipment.com).
15. UTD Dealers must provide Headquarters with a current address, phone, email. and logo

### **Billing**

1. UTD operates on a prepay basis only. No product is shipped without conformation of payment.
2. Billing is done through a means appropriate to the ordering method. This may include, but is not limited to online payments (Paypal, M/C / Visa, Amex) , phone payments (M/C / Visa, Amex) , wire transfers, or company check. Sorry, no COD's.
3. All phone orders will require a faxed or scan/emailed credit card authorization form. The Dealer has an option to leave this card on file with UTD.
4. Freight will be boxed and ready to ship upon receipt of payment.
5. Backorders will be billed and shipped as soon as inventory is received by UTD.
6. UTD shall respond to any UTD Dealer claim or complaint within 30 days of receipt and a credit memo will be issued where appropriate. If for any reason a claim is found to be completely or partially invalid, and no credit memo is issued, the Dealer shall be notified in writing by UTD.
7. Returned checks or declined payments will be subject to a handling charge of \$100 per item. Any fees necessitated by any collection action on account will be added to the amount due.
8. Freight will be applied to all orders and included in the forwarded invoice.

### **Shipping and Freight Terms**

1. All shipments to UTD Dealers are F.O.B. Carlsbad (near San Diego), California.
2. Certain European customers may receive items shipped from Europe, and shipping fees will be adjusted to reflect that.
3. Delivery to carrier constitutes delivery to purchaser. Claims for damage in transit must be filled with the carrier within 10 days after receipt of merchandise.
4. Any processing costs for customs or unusual requirements or requests must be approved prior to shipment and included on the invoice.
5. A handling fee may be added to cover the cost of shipping materials.
6. A drop-ship fee of \$20 will be added to all drop-ship orders.
7. UTD Dealers may make arrangements for freight pickup with a carrier of their own. A handling fee may still be applied to the invoice for packing and shipping materials.
8. Local pickup in Carlsbad, CA may be arranged with 24 hours notice.

### **Standard Warranty**

Warranties are the responsibility of the original manufacturer and handled through UTD. UTD will expedite all warranty claims and will do everything possible to satisfy these claims as quickly as

possible. Each product is subject to that manufacturer's individual warranty statement. Below are some of the common warranty statements for each of the product categories. It is the responsibility of the UTD Dealer and/or Dealer's employee to be informed of each of the individual product warranties and should refer to each product individually when quoting warrant information.

1. For Buoyancy Compensating Devices (Wings, Backplates and other Cordura parts) a limited warranty to the original purchaser against all defects in original workmanship and material, under normal use and service, is one (1) years from the date of purchase.
2. For Lighting Products a limited warranty to the original purchaser against all defects in original workmanship and material, under normal use and service, is three (3) years from the date of purchase, 90 days on all electrical cords and E/O cord connectors.
3. Any flood or damage, for any reason, that is caused from flooding an o-ring sealed or water tight area will not be covered under warranty. All o-ring sealed products undergo extensive pressure testing before being shipped and delivered and are therefore guaranteed to be sealed and functioning when shipped from UTD.
4. UTD will not be liable for any further loss, damages, or expenses, including incidental or consequential damages directly or indirectly arising from the sale or use of the product.
5. All paint finishing, powder coating, material stitching that is chipped, damaged, or unthreaded through customer use is not covered under warranty.
6. UTD does not warranty any product for aesthetic finishes or look. Issues with finish or look that do not affect function of the product are not covered under warranty.

### **Return & Replacement Policy**

MERCHANDISE MAY NOT BE RETURNED WITHOUT AUTHORIZATION.

1. A Return Authorization number from our Customer Service Department must be obtained before returning goods. Items returned without an RA will be subject to inventory charges and fully inspected.
2. All returns will undergo evaluation. UTD reserves the right to determine if work falls under warranty. If it is determined your return is not covered under warranty, we will contact you regarding any repair charges. Warranty repairs and replacements are returned to the owner at UTD expense. Non-warranty repair work and parts replaced due to normal wear and tear, along with shipping, are paid for by the equipment's owner.
3. Returned merchandise will be repaired or replaced at UTD's discretion.
4. Unauthorized returns or refused shipments of sellable merchandise will be subject to a 15% restocking fee.
5. Orders of customized product (custom logo merchandise) are generally not returnable. If an RA is issued for a customized product, the order is subject to a 40 - 60% restocking fee, depending on product.
6. All returns must be freight prepaid.

**UTD Dealer/Facility/Affiliate Agreement**

Dealer/Facility/Affiliate Name: \_\_\_\_\_  
Authorized Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Website \_\_\_\_\_  
State Resale Number \_\_\_\_\_

**For UTD Training Facilities Only:**

UTD Instructor Name \_\_\_\_\_  
UTD Instructor Number \_\_\_\_\_  
On Staff \_\_\_\_\_ Affiliated \_\_\_\_\_

**Gases Available:**

Nitrox 32	Yes/No _____
Trimix	Yes/No _____
Nitrox 50	Yes/No _____
Oxygen	Yes/No _____
Booster	Yes/No _____

**UTD Terms and Conditions of Sale, agreed and accepted:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title / Date