

TERMS AND CONDITIONS OF SALE

Company: TDD MARINE INC., operating under the name The Dinghy Davit (hereinafter "TDD")
Quebec Business Number (NEQ): 1175069823
Address: 440 des Turquoises Street, Sherbrooke (Quebec) J1G 4V6 CANADA
Telephone: (819) 346-1393
Email: info@thedinghydavit.com
Website: www.thedinghydavit.com

The agreed price is in Canadian or American dollars whichever is written on the quote and the invoice. The buyer must provide the requested deposit upon signature of the sales agreement. The balance owed will be payable upon delivery of the product otherwise TDD may refuse to proceed with the delivery.

No deposit shall be subject to refund if the buyer cancels an order.

TDD does not offer any after-sales repair service. Spare parts are available upon request and payment of applicable fees.

Any dispute or disagreement between the buyer and TDD shall be submitted to the courts of the Province of Quebec, Canada, in accordance with the law applicable in the Province of Quebec.

WARRANTY

All products sold by TDD are guaranteed to be free from defects for a period of one (1) year. This one year limited warranty excludes any and all defects arising from an electrical or electronic component.

The warranty does not cover claims where TDD does not recognize the manufacturing of the product as defective during the one-year period. The warranty does not cover claims where the buyer uses the product in a way not approved by TDD, where the product is not subject to normal wear and tear or where the buyer misuses, abuses, improperly maintains or is negligent with regards to the product. The warranty does not cover accidental breakage done to the product. The warranty is subject to the buyer's payment of freight charges for the transportation of the product from the buyer's residence to TDD's business place. The buyer acknowledges that payment of the freight charges does not imply that the warranty will apply to the product and imposes no obligation on TDD in this regard. The buyer acknowledges that the present warranty is the only warranty offered by TDD. The buyer acknowledges that any dispute against TDD regarding the warranty shall not exceed the original price of the product. The buyer accepts the terms of this warranty.

The buyer acknowledges that the use of the product is at his own risk and waives the right to claim any damage from TDD for any prejudice suffered which results directly or indirectly from his use of the product, regardless of the cause of the prejudice.

At no point in time will TDD be held responsible for maintenance, repairs, grounding, warehousing, support costs, transportation or labour fees incurred by the buyer for its use of this product.

Initials

TERMS OF SERVICE AND WARNINGS

CAUTION - RISK OF EXPLOSION OF THE HYDRAULIC PUMP IF PLACED IN AN ENVIRONMENT WHERE FLAMMABLE GASES OR VAPORS IN SUFFICIENT QUANTITIES TO PRODUCE EXPLOSIVE OR FLAMMABLE MIXTURES ARE OR MAY BE PRESENT IN THE AIR!

TDD products must only be used in ventilated areas. Never use TDD products in an enclosed area.

CAUTION – FALL OR TUMBLE RISK

To prevent falling hazard, the buyer of The Dinghy Davit system is solely responsible for securing a skidproof surface to the system's aluminum platform.

CAUTION – RISK OF INJURY

When in use, the buyer or operator of The Dinghy Davit must always stand at a two (2) meter distance from the machine. Likewise, the buyer or operator must never physically come in contact with The Dinghy Davit system while it is in operation. Furthermore, extreme caution is advised at all times while using The Dinghy Davit system as to prevent any risk of breakage, system failure, bodily harm and/or fatal injuries.

At absolutely no time should the buyer or operator hold on to or attempt to climb the system while in operation. The Dinghy Davit system must never be modified, altered or punctured without previously consulting TDD.

Any secondary winched marine craft attached to the main marine craft using The Dinghy Davit system must be correctly and securely done so prior to resuming navigation.

NEVER USE THE DINGHY DAVIT SYSTEM WHILE MARINE CRAFT IS IN NAVIGATING MOTION.

MAXIMUM LIFTING CAPACITY (WET WEIGHT):

The Dinghy Davit and The Dinghy Davit Beach Club = 675 POUNDS/ 315kg
The Dinghy Davit Beach Club HD + = 1195 POUNDS/ 540kg



TDD Marine Inc.

Client Signature

Date: ____ - ____ - ____
Year -Month-Days