

# Liquivision Charger Kit

## User Agreement and Warranty

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### ► IMPORTANT NOTICE

**THIS LIQUIVISION CHARGER KIT USER AGREEMENT AND WARRANTY (THIS “AGREEMENT”) IS AN AGREEMENT BETWEEN YOU AND LIQUIVISION PRODUCTS INC. (“LIQUIVISION”). YOUR USE OF THE LIQUIVISION CHARGER KIT (THE “CHARGER KIT”) IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. THIS AGREEMENT ALSO SETS OUT LIQUIVISION’S WARRANTY OF THE CHARGER KIT, EXCLUSIONS AND LIMITATIONS OF LIQUIVISION’S LIABILITY TO YOU, PROVISIONS GOVERNING THE RESOLUTION OF DISPUTES AND CLAIMS BETWEEN YOU AND LIQUIVISION, AND OTHER IMPORTANT PROVISIONS. IF YOU DO NOT AGREE WITH ANY TERM OF THIS AGREEMENT, YOU MUST NOT USE THE CHARGER KIT, AND YOU MAY RETURN THE CHARGER KIT TO LIQUIVISION OR THE AUTHORIZED LIQUIVISION DEALER FROM WHICH YOU PURCHASED THE CHARGER KIT FOR A FULL REFUND WITHIN 30 DAYS AFTER YOUR DATE OF PURCHASE. IF YOU USE THE CHARGER KIT, YOU ARE DEEMED TO HAVE AGREED TO THIS AGREEMENT.**

**YOU MUST READ THE ENTIRE CHARGER KIT USER MANUAL BEFORE USING YOUR CHARGER KIT. INCORRECT USE OF THE CHARGER KIT WILL INVALIDATE YOUR WARRANTY AND CAN CAUSE PERMANENT DAMAGE TO THE CHARGER KIT, THE X1 DIVE COMPUTER OR THE X-LINK.**

#### 1. Your Risks and Responsibilities

Scuba diving, free diving and any other form of underwater diving (all of which are referred to in this Agreement as “diving”) are inherently dangerous and risky activities. Even with the best training, planning and equipment, participants may be injured or may die. If you choose to participate in diving, you accept the risk of injury or death and the responsibility to take all necessary steps to reduce these risks. Without limiting the foregoing, it is your sole responsibility to:

- obtain appropriate training;
- obtain, maintain and conduct appropriate pre-dive tests and checks of appropriate diving equipment, including redundant and back-up equipment to compensate for equipment failures while diving;
- plan your dive in advance and prepare and keep with you a dive plan;
- dive only within your abilities and experience and in accordance with your dive plan;
- practice safe diving techniques, including not diving alone.

You also have the responsibilities set out below.

#### 2. Liquivision Charger Kit

The Charger Kit consists of an AC Adapter and a Multifunction Attachment. Also included with the Charger Kit is a USB cable. When you purchase the Charger Kit, you become the owner of the Charger Kit (but not any patent or other intellectual property rights in the Charger Kit, all of which remain the sole and exclusive property of Liquivision).

The Charger Kit may be used only with the Liquivision X1 Dive Computer (the “**X1 Dive Computer**”) and the Liquivision X-Link Rebreather Interface (the “**X-Link**”). Use of the Charger Kit with any other devices is not covered by the Warranty set forth below.

Your use of the X1 Dive Computer is governed by the applicable Liquivision X1 User Agreement and Warranty, which was included in the box with the X1 Dive Computer. Your use of the X-Link is governed by the applicable Liquivision X1 User Agreement and Warranty, which was included in the box with the X-Link.

### **3. Warranty**

3.1 Warranty & Warranty Period: Liquivision warrants the Charger Kit will be free from defects in materials or workmanship during the Warranty Period (the “Warranty”). If you purchased your Charger Kit through the Liquivision website, the Warranty Period is the one year period commencing on the date of shipment of your Charger Kit to you. If you purchased your Charger Kit from an authorized Liquivision dealer (a “Dealer”), the Warranty Period is one year commencing on your date of purchase of your Charger Kit. If you make a warranty claim, you must provide Liquivision with proof of your date of purchase of your Charger Kit to establish your Warranty Period, and failure to do so will result in denial of your warranty claim.

3.2 Remedy: In the event of any breach of the Warranty, Liquivision’s sole liability and obligation to you, and your sole right and remedy against Liquivision, is for Liquivision, at its option, to either: (i) repair or replace the defective component of the Charger Kit; or (ii) replace the defective Charger Kit in its entirety; or (iii) refund the purchase price for the defective Charger Kit. If Liquivision repairs or replaces your Charger Kit, the repaired or replacement Charger Kit is subject to the Warranty for the remainder of the original Warranty Period of the repaired or replaced Charger Kit or three months from the date of repair or replacement, whichever is longer. Any part removed from a Charger Kit during repair and any Charger Kit that is replaced or for which a refund is given by Liquivision, or by a Dealer on behalf of Liquivision, under the Warranty becomes the property of Liquivision. In fulfillment of the Warranty, Liquivision and its Dealers may use parts that are new, equivalent to new or reconditioned in the repair of a Charger Kit, and may provide a new, equivalent to new or reconditioned Charger Kit in replacement of another Charger Kit. Neither Liquivision nor any of its Dealers will be liable to compensate you for any loss of use of the Charger Kit as a result of any warranty claim, including as a result of any delay in the repair or replacement of your Charger Kit.

3.3 Warranty Limitations and Exclusions: The Warranty is subject to the following limitations and exclusions:

- The contents of the Charger Kit are NOT designed for underwater use. Never submerge the Multifunction Attachment or the AC Adapter, and never dive with the Multifunction Attachment or AC Adapter connected to the X1 Dive Computer or X-Link. Doing so will damage these accessories and/or the X1 Dive Computer or X-Link, and will void the Warranty.
- Do not recharge the X1 Dive Computer and/or X-Link in direct sunlight, or allow the temperature of the X1 Dive Computer and/or X-Link to exceed 45°C (113°F) during recharging. Failure to comply with this requirement will void the Warranty.
- The Warranty will be void if the contents of the Charger Kit have been opened, modified or repaired by any person other than Liquivision.
- The Warranty will be void if the Charger Kit is used with any devices other than the X1 Dive Computer or the X-Link.

### **4. Warranty Procedure**

If you believe you have a warranty claim in respect of your Charger Kit, please consult the online help resources available at [www.liquivision.ca](http://www.liquivision.ca) or referred to in the Charger Kit User Manual before submitting your warranty claim and seeking warranty service. If you still believe you have a warranty claim, then contact the Dealer from which you purchased your Charger Kit, or Liquivision at [info@liquivision.ca](mailto:info@liquivision.ca) if you purchased your Charger Kit through the Liquivision website.

You are responsible for all shipping costs (including insurance) incurred when sending your Charger Kit to Liquivision or a Dealer and returning your repaired or replacement Charger Kit to you.

## **5. Transfer of Your Charger Kit**

You may sell, give, rent or lend your Charger Kit to another person, provided that you give that person this Agreement at the same time and they agree to this Agreement. You will not sell, give, rent or lend your Charger Kit, or otherwise permit any person to use your Charger Kit, unless that person has agreed to this Agreement. If you purchased your Charger Kit from a Dealer, you must also give that person proof of your date of purchase of your Charger Kit, without which they will not be entitled to submit a claim under the Warranty.

## **6. No Other Representations, Warranties, Conditions or Guarantees**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTY PROVIDED UNDER SECTION 3 ABOVE IS YOUR SOLE AND EXCLUSIVE RIGHTS AND REMEDIES, AND LIQUIVISION'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION TO YOU, IN CONNECTION WITH YOUR PURCHASE AND USE OF THE CHARGER KIT, AND IS IN LIEU OF EVERY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; ERRORS; FITNESS FOR A PARTICULAR PURPOSE; LACK OF NEGLIGENCE, VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, OR INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; RESULTS; SUITABILITY; QUALITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY DISCLAIMED BY LIQUIVISION TO THE FULLEST EXTENT PERMITTED BY LAW.

## **7. Exclusion of Damages**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND EXCEPT FOR LIQUIVISION'S WARRANTY OBLIGATIONS UNDER SECTION 3 ABOVE, IN NO EVENT WILL LIQUIVISION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE CHARGER KIT, OR USE OF THE CHARGER KIT, THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT, OR OTHERWISE, INCLUDING LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ECONOMIC LOSS.

## **8. Personal Injury or Death**

YOU AGREE THAT YOU UNDERSTAND AND ACCEPT ALL RISKS ASSOCIATED WITH DIVING, AND THAT LIQUIVISION IS NOT LIABLE TO YOU OR ANY OTHER PERSON, INCLUDING YOUR HEIRS, EXECUTORS OR PERSONAL REPRESENTATIVES, FOR ANY LOSS, DAMAGE, COST, EXPENSE OR CLAIM ARISING OUT OF, CAUSED BY OR RELATING TO YOUR PERSONAL INJURY OR DEATH WHILE DIVING, EVEN IF YOUR PERSONAL INJURY OR DEATH IS CAUSED, IN WHOLE OR IN PART AND DIRECTLY OR INDIRECTLY, BY THE CHARGER KIT OR YOUR USE OF THE CHARGER KIT, AND REGARDLESS OF WHETHER OR NOT THE CHARGER KIT FUNCTIONED PROPERLY OR WAS DEFECTIVE IN ANY WAY.

YOU HEREBY IRREVOCABLY WAIVE AND RELEASE LIQUIVISION FROM ANY LIABILITY OR OBLIGATION TO YOU OR YOUR HEIRS, EXECUTORS OR PERSONAL REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST, EXPENSE OR CLAIM ARISING OUT OF, CAUSED BY OR RELATING TO YOUR PERSONAL INJURY OR DEATH WHILE DIVING, EVEN IF YOUR PERSONAL INJURY OR DEATH IS CAUSED, IN WHOLE OR IN PART AND DIRECTLY OR INDIRECTLY, BY THE CHARGER KIT OR YOUR USE OF THE CHARGER KIT AND REGARDLESS OF WHETHER OR NOT THE CHARGER KIT FUNCTIONED PROPERLY OR WAS DEFECTIVE IN ANY WAY.

## **9. Limitation of Liability**

IF NOTWITHSTANDING THE PROVISIONS OF SECTIONS 6, 7 AND 8 OF THIS AGREEMENT LIQUIVISION HAS ANY LIABILITY OR OBLIGATION TO YOU IN RESPECT OF ANY MATTER REFERRED TO IN THOSE SECTIONS, LIQUIVISION'S TOTAL CUMULATIVE LIABILITY TO YOU, YOUR HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES AND TO ANY OTHER PERSON ARISING FROM, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, THE CHARGER KIT OR YOUR USE OF THE CHARGER KIT, OR OTHERWISE, FROM ANY AND ALL

CAUSE OR CAUSES WILL NOT, IN THE AGGREGATE, EXCEED THE PURCHASE PRICE OF THE CHARGER KIT, AND YOU HEREBY RELEASE LIQUIVISION FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION.

**10. Application of Exclusions and Limitations**

SECTIONS 7, 8 AND 9 SHALL APPLY TO ALL LOSSES, DAMAGES, COSTS, EXPENSES, CLAIMS, LIABILITIES AND OBLIGATIONS REFERRED TO THEREIN, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), REGARDLESS OF ANY NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR OTHER FAULT OR WRONGDOING BY LIQUIVISION OR ANY PERSON FOR WHOM LIQUIVISION IS RESPONSIBLE, AND EVEN IF LIQUIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE BEING INCURRED.

**11. Exception to Exclusions and Limitations**

The exclusion of certain warranties and the exclusion or limitation of certain liabilities is prohibited by legislation in some jurisdictions. Such legislative limitations may apply to you.

**12. References to Liquivision**

In sections 6, 7, 8, 9, and 10, references to Liquivision include Liquivision's past, present and future directors, officers, employees, agents, representatives, successors and assigns.

**13. Interpretation**

In this Agreement: (i) a reference to "this Agreement" and other similar terms refers to this Agreement as a whole, and not just to the particular provision in which those words appear; (ii) "including" means including without limitation; (iii) headings in this Agreement are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions; (iv) words importing the singular number only include the plural and vice versa; and (v) words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, societies, and corporations.

**14. Enurement**

The provisions of this Agreement will enure to the benefit of and be binding upon the Liquivision and its successors and assigns and you and your heirs, executors, personal representatives and permitted assigns. You may not assign this Agreement except with your Charger Kit in accordance with section 7 above.

**15. Governing Law and Jurisdiction**

This Agreement and all related matters will be governed, and construed in accordance with, the laws of British Columbia, Canada and applicable federal laws of Canada, excluding the United Nations Convention for the International Sale of Goods and any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute arising from, connected with, or relating to this Agreement or any related matters will be resolved by the courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of any and all such matters.

**16. Severability**

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, then that provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between Liquivision and you regarding the subject matter of this Agreement and supersedes any and all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between you and Liquivision or between you and any Dealer with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument signed by Liquivision or its successors or assigns.