

## **SHIPPING**

Your order will be shipped from our pond shop in Qualicum Beach, British Columbia, Canada within 7-10 business days of receiving cleared payment. You will be advised immediately if your shipping date is going to be longer than 10 days, which may be the case on some special order items or items that are not in stock.

All orders are shipped via Canada Post and USPS. Typical shipping times are between 5 & 10 business days depending on location of purchaser. In the case of shipments crossing the border into the U.S., shipping time may be delayed due to customs inspections, etc. These delays are beyond our control.

Products that qualify for free shipping will not incur any freight charges within Canada and the Continental United States. Free shipping does not apply to Alaska, Hawaii, or Puerto Rico. For all areas not covered by our free shipping terms, please contact our office toll free: 1-866-951-3320 for a shipping quote.

If you would prefer a different shipping method, please contact our office toll free: 1-866-951-3320 for a shipping quote. The cost of standard shipping via Canada Post or USPS (that is offered free), will be deducted from the charges for your preferred shipping method, so you only pay the difference.

Purchasers are responsible for any and all duty, brokerage and taxes charged on the shipment. Once your product has been shipped, you will be notified by either email or telephone. At that time, you will receive a tracking number, so that you can track your shipment.

## **RETURNS**

At BC Ponds, we stand behind every product that we sell. We 100% guarantee the products to be as shown and described. Every item we sell is carefully inspected prior to shipping. You can return or exchange any item in its original condition, as per the following policies.

In the case of a product defect or error in order processing, please contact our office toll free: 1-866-951-3320. We will ship replacement parts as quickly as possible or provide instructions for the resolution of any other issue.

### BC Ponds Return & Refund Policy

- BC Ponds offers a 15-day refund / return policy on products, from the date of delivery (when you received your product).
- All items considered for exchange or refund must be returned in "as new" unopened condition, fully functioning, free of visible marks, scratches or defects, complete with all accessories and packaging materials.
- Requests for a return/refund must be received & documented by a BC Ponds representative within the 15 day period.
- All products must be returned in original condition including the original packaging and must be accompanied with a printed copy of the original receipt. Returned orders with missing items will not be processed by BC Ponds, and will be returned to you in accordance with BC Ponds Shipping Policy.
- When returning item(s), please indicate on the back of the receipt, or in an attached letter, the reasons for the return and your name and phone number.
- BC Ponds will not refund any return shipping charges, unless we made an error in order processing or in the case of a defective product. BC Ponds is not responsible for any

damage occurring on the return shipment. For your own protection, you may wish to send your return by insured parcel post or courier.

- All refunds will be credited to the credit or debit card used in the original purchase. We will make every effort to process your refund quickly however; some refunds may take as long as 1 - 2 weeks to process. You will be notified of your refund by either telephone or e-mail.
- Your shipment will be checked upon receipt. Any shortage of merchandise or damage to product will be reported to you within 10 days.
- Original shipping, duty, brokerage and insurance charges are non-refundable.
- All returns/refunds under the " BC Ponds Return/ Refund Policy" are subject to inspection and exchange approval by a BC Ponds Service representative or their delegate.
- The return/refund of products that have missing or damaged merchandise and parts is at the discretion of a BC Ponds representative. If BC Ponds management determines that an item is returnable but does not meet all the guidelines of BC Ponds policies, BC Ponds reserves the right to charge a Depreciation Fee. The fee charged may vary according to the item's condition, the state of the item's packaging and the item's value; the minimum service fee is 20% of the value of the original purchased product.

Note: BC Ponds reserves the right to cancel any order that appears suspect or fraudulent. All fraudulent transactions will be reported to proper authorities.

## **WARRANTIES**

As part of our commitment to superior customer service, we administer all manufacturers' warranties on products purchased through us. Please contact us for any warranty issue you may have. Warranties are handled quickly and efficiently, with replacement products shipped as soon as possible.

Please note that repair or replacement of any product does not extend its manufacturer's limited warranty or begin a new manufacturer's limited warranty period.

Please do NOT return defective products without contacting us first. Please either call us toll free: 1-866-951-3320, or use our [contact](#) page. We will provide you with information on how to return the defective merchandise and when a replacement will be shipped.

## **CONDITIONS OF USE**

### **1. INTRODUCTION**

**1.1** " BC Ponds " is the collective name for these pages, and is owned by the makers of these pages. All use of BC Ponds information, services or products implies acceptance of the terms and conditions below.

**1.2** BC Ponds reserves the right to modify these Terms and Conditions of Service at any time. The modifications take effect from the moment of posting them on the site, or the moment of notification by e-mail, whichever has happened first.

**1.3** You agree to check these Terms and Conditions periodically so you are always aware of any modifications. As long as you continue to use this site, you will be expressing acceptance of the modified Terms and Conditions and also accepting that our notification of changes is also reasonable. You acknowledge and agree that BC Ponds may deny you access to or use of all or part of this website without prior notice if you engage in any conduct or activities that BC Ponds in its sole discretion believes violates any of these Terms and Conditions, or violates the rights of BC Ponds, or is otherwise inappropriate for continued access and use of this website.

## **2. RESTRICTIONS ON USE**

**2.1** BC Ponds offers this website and its content and services as is, with no warranties as to performance, results, or operation without interruption. BC Ponds does not accept any responsibility for failure of services from outside being used on this site, nor does it accept responsibility for any downtime of our or any other of our suppliers' servers. BC Ponds reserves the right to alter or delete the products, services and information available from this website at any time.

**2.2** Links to third-party sites are provided to you only as a convenience, and do not imply endorsement by BC Ponds or any affiliation with or endorsement by the owner of the linked site. BC Ponds is not responsible for the content of any linked site or any consequences of making the link.

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**2.4** All content included on this website, including text, graphics, logos, buttons, icons, and images, is the property of BC Ponds, content suppliers, or other licensors, with ownership as indicated by specific copyright and trademark notices and/or context, and is protected by Canadian and international copyright and trademark laws. You may not view, copy, print, or distribute documents, pages, images, audio, video, content or photos on this website without the express written consent of BC Ponds or the applicable copyright owners.

**2.5** Names, logos, and other trademarks of BC Ponds may not be used apart from the documents or pages on which they appear and may not be used in any manner that implies affiliation with or endorsement by or disparages other trademark owners. BC Ponds reserves the right to revoke such authorization at any time, and any such use shall be discontinued immediately upon written or electronic notice from BC Ponds.

## **3. FEEDBACK**

**3.1** BC Ponds appreciates hearing from its users and welcomes your comments regarding BC Ponds products and services.

## **4. DISCLAIMER**

The information, services, products and materials contained in this website are provided on an "as is" basis with no warranty. To the maximum extent permitted by applicable law, BC Ponds disclaims all representations and warranties, express or implied, with respect to such information, services, products and materials, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, freedom from computer virus or other harmful components and implied warranties arising from course of dealing or course of performance. In addition, BC Ponds does not warrant that the information accessible via this website is current, complete uninterrupted or error-free. Some countries do not allow the exclusion or limitation of implied warranties so the above limitation may not apply to you.

## **5. LIMITATION OF LIABILITY**

In no event will BC Ponds be liable for any loss of profit, loss of business, consequential, indirect, incidental, special or punitive damages, or for the cost of procurement of substitute goods and services, arising from your use or inability to use this site, or resulting from any goods or services purchased by you, even if BC Ponds has been advised of the possibility of such damages, whether in an action under contract, negligence or any other theory. Because some countries do not allow the exclusion or limitation of liability for consequential damages, the above limitation may not apply to you.

## **6. INDEMNITY**

**6.1** You agree to indemnify, defend and hold harmless BC Ponds and its associates, consultants, agents and suppliers from and against any and all claims, liability, damages and/or costs (including but not limited to reasonable legal fees) arising from your use of this website, the violation of these

terms and conditions by you, or the infringement by you, or other user of BC Ponds' website through the use of your computer, or your infringement of any intellectual property or other right of any person or entity.

**6.2** BC Ponds reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **7. GOVERNING LAW & JURISDICTION**

These Terms of Service shall be governed by and construed in accordance with the laws of Canada. You agree that any legal action or proceeding between you and BC Ponds relating to these Terms and Conditions of Service shall be brought exclusively before the Canadian judicial system.

## **8. COPYRIGHT AND TRADEMARK NOTICES**

**8.1** The trademarks, logos and copyrights displayed on this website are the property of other third parties.

**8.2** You are not permitted to use the trademarks, logos or copyrights without the prior written consent of BC Ponds or such third party that may own it.

**8.3** The name "BC Ponds " or "Coastal Pond Solutions" may not be used in connection with any product or service that is likely to cause confusion among customers, or in any manner that disparages or discredits BC Ponds.

## **9. MISCELLANEOUS**

**9.1** These Terms and Conditions of Service constitute the entire agreement between you and BC Ponds with respect to this website and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding this website.

**9.2** BC Ponds failure to insist upon or enforce strict performance of any provision of these Terms and Conditions of Service shall not be construed as a waiver of any provision or right of BC Ponds. These Terms and Conditions shall inure to the benefit of BC Ponds' successors and assigns.

## **PRIVACY POLICY**

Our postal address is:

**BC Ponds Ltd.  
P.O. Box 1385  
Parksville, B.C.  
Canada V9P 2H3**

We can be reached via e-mail at [info@bcponds.com](mailto:info@bcponds.com) or you can reach us by telephone at 1-866-951-3320.

Visitor and client information is kept strictly confidential and is only used for our administrative purposes in processing customer orders or sending e-newsletters to those opting to receive them.

e-newsletters are sent to those who have opted-in only. If at any time you wish to cease receiving e-newsletters from us, please send an email to the above address and we will remove you from our e-newsletter list immediately. You may also log into our website at any time and revise the preferences in your account.

For each visitor to our Web page, our Web server automatically recognizes only the customer's domain name, but not the e-mail address (where possible).

We collect only the domain name, but not the e-mail address of visitors to our Web page, the e-mail addresses of those who communicate with us via e-mail, aggregate information on what pages

consumer's access or visit, information volunteered by the consumer, such as survey information and/or site registrations, name and address, telephone number.

If you do not want to receive e-mail from us in the future, please let us know by sending us e-mail at the above address, calling us at the above telephone number or writing to us at the above address.

Persons who supply us with their telephone numbers on-line will only receive telephone contact from us with information regarding orders they have placed on-line.

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From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will contact you before we use your data for these new purposes to notify you of the policy change and to provide you with the ability to opt out of these new uses.

Upon request we provide site visitors with access to all information [including proprietary information] that we maintain about them, unique identifier information (e.g., customer number or password) that we maintain about them, transaction information (e.g., dates on which customers made purchases, amounts and types of purchases) that we maintain about them, communications that the consumer/visitor has directed to our site (e.g., e-mails, customer inquiries), contact information (e.g., name, address, phone number) that we maintain about them.

Consumers can access this information by e-mailing us at the above address or writing to us at the above mailing address.

Consumers can have this information corrected by sending us an e-mail at the above address, calling us at the above telephone number or writing to us at the above address.

With respect to security: We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you at our site.

If you feel that this site is not following its stated information policy, you may contact us at the above addresses or phone number, state or local chapters of the Better Business Bureau, state or local consumer protection office.