

Terms and Conditions

Concept to Life Solutions Inc. doing business as Chip Quik

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, “purchase”) from Concept to Life Solutions Inc or any of its subsidiaries or affiliates (“CHIP QUIK”) or a CHIP QUIK authorized reseller (“Reseller”). THE TERMS AND CONDITIONS SET FORTH BELOW SHALL APPLY TO YOUR PURCHASE AND SUPERSEDE ANY OTHER TERMS AND CONDITIONS, AGREEMENTS AND OTHER COMMUNICATIONS REGARDING YOUR PURCHASE, EXCEPT FOR SUCH TERMS AND CONDITIONS WHICH CHIP QUIK ACCEPTED IN WRITING AND WHICH DO NOT CONFLICT OR CONTRADICT THE TERMS AND CONDITIONS SET FORTH HEREIN.

Limited Product Warranty

CHIP QUIK warrants to the original purchaser or, for products purchased from a Reseller, to the original end-user, that CHIP QUIK branded products purchased from CHIP QUIK or Reseller will, for the period stated in the applicable written product specifications or by contacting your CHIP QUIK representative, conform to the CHIP QUIK written product specifications. It is the sole responsibility of the original purchaser or, for products purchased from a Reseller, the original end-user, to acquire up-to-date versions of the applicable CHIP QUIK written product specifications. During the warranty period, CHIP QUIK will, at its option: (1) replace any defective product with a comparable product, or (2) refund the amount you paid for any defective product, upon its return to CHIP QUIK. The foregoing sets forth your sole and exclusive remedy, and CHIP QUIK’s sole and exclusive obligation, with respect to a breach of the warranty set forth above. In order to receive the benefit of this warranty, you must follow CHIP QUIK’s warranty processes as described herein. You are responsible for properly packaging any defective product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to CHIP QUIK’s designated service facility. Purchasing additional products from CHIP QUIK does not extend your warranty period for any previously purchased products. If CHIP QUIK asks you to return defective products, you must do so within 7 days after you receive the replacement products. CHIP QUIK will charge you for replacement products if you fail to do so. THIS LIMITED WARRANTY COVERS NORMAL USE. CHIP QUIK DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF CHIP QUIK BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER NON-CHIP QUIK BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO NON-CHIP QUIK BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.

Disclaimer of Warranties

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Limitation of Liability

CHIP QUIK'S MAXIMUM LIABILITY TO YOU IS LIMITED TO THE PURCHASE PRICE PAID BY YOU FOR THE APPLICABLE CHIP QUIK BRANDED PRODUCT(S) PURCHASED FROM CHIP QUIK OR RESELLER. IN NO EVENT SHALL CHIP QUIK BE LIABLE TO YOU FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, LOSS OF REVENUES, INTERRUPTION OF BUSINESS, LOST PROFITS, OR OTHER INDIRECT, INCIDENTAL, STATUTORY, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

General

THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. You may not assign this Agreement without CHIP QUIK's written consent. CHIP QUIK and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from CHIP QUIK, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of CHIP QUIK. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by CHIP QUIK. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the Province of Ontario, without giving effect to conflicts of law rules. The waiver by CHIP QUIK of any breach or failure by CHIP QUIK to enforce any of the terms or conditions contained herein shall not in any way affect, limit or prevent CHIP QUIK's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. The parties acknowledge that they have requested and are satisfied that this agreement and all other documents and notices related thereto be drawn up in English.