

TERMS and CONDITIONS

The following terms and conditions (these “**Terms**”) apply to purchases of products and/or services from Alco-Prevention Canada Inc. advertised on this website.

In these Terms, “APC”, “Company”, “we” and “us” mean Alco-Prevention Canada Inc.; “you”, “yours” and “Buyer” mean any party that submits an order to APC.

By placing an order with APC, you acknowledge that you have read, accepted and agreed to be bound by these Terms.

These Terms are subject to modification by Company without prior written notice at any time, in Company’s sole discretion. The version of these Terms applicable to your order will be the version in effect on the day you submit the order to Company.

Section 1. Price and Payment Terms

The total price and all other related charges for products will be set out in your purchase receipt. Prices offered or advertised do not include shipping and handling or applicable sales taxes, which will be added to the price you pay.

All payment and credit terms are within Company’s sole discretion and will be as specified during your purchase process. Unless otherwise specified, payment must be made in full and received by Company prior to Company’s acceptance of an order.

Advertisements of APC, whether on this website or elsewhere, are invitations to you to submit orders and are not offers to sell.

You can submit orders via the APC website, over the phone or by email or fax.

An order submitted by you is and remains merely an offer to purchase, even if the Company has processed payment, until Company sends a shipping notice email to you.

If Company does not accept your order in whole or in part, Company will refund any amounts paid by you to Company for the order or part of the order not accepted.

Any price offers or advertisements given by Company will be valid for the period stated on the offer or advertisement, except that Company reserves the right to reject any sale for any reason, including without limitation for a misprint in the price offer or advertisement.

Unless you provide Company with a valid tax exemption certificate applicable to the product shipping destination prior to acceptance of your order by Company, you are responsible for all goods and services and harmonized sales taxes, and all other taxes associated with the order, except taxes on Company’s net income. Separate charges for taxes will be shown on the order invoice.

Section 2. Shipping and Title

Company will arrange delivery of products ordered to your address using the process set out in your order, or otherwise any other carrier selected by Company. Orders for multiple products may be shipped separately.

Title and risk of loss to tangible products passes to you upon delivery to the carrier. Any licenses to the products or in relation to the products are subject to the terms and conditions of such licenses, and you must agree to such terms and conditions to use your products.

Unless expressly set out in your order, Company does not provide insurance on products during delivery.

The costs of shipping and handling will be shown on your purchase receipt.

Company may inform you of estimated shipment dates but is not liable for any delivery delays or failure to ship by the estimated due date, including without limitation as a result of events beyond Company’s or its shippers’ reasonable control, including without limitation shortage of materials, transportation failure, or acts of God.

Section 3. Returns and Exchanges

Except if you cancel your order before it has shipped, no refunds or exchanges of the products will be permitted.

Refunds on offers or purchases made with a credit card will only be credited to the same card.

Section 4. Product Changes

Products may change or be discontinued at any time. Company will deliver products that have similar characteristics of the products you ordered, but minor changes between what is delivered and what is described online are possible. Company may ship products with minor specifications changes, provided that there is materially the same functionality, performance and characteristics of the ordered products.

Products may differ slightly from those depicted in any illustrations, photography or descriptions on Company website or elsewhere.

Section 5. Exclusion of Warranty and Disclaimers

EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, IN RESPECT OF PRODUCTS, INCLUDING, WITHOUT LIMITATION, STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, PHOTOGRAPHS, ADVERTISEMENTS OR ADVICE GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL CREATE A REPRESENTATION, WARRANTY OR CONDITION OR IN ANY WAY DETRACT FROM THE SCOPE OF THIS DISCLAIMER. THE ONLY WARRANTY APPLICABLE TO PRODUCTS THAT WE SELL IS THAT PROVIDED BY THE MANUFACTURER TO US. WE WILL ASSIGN THAT TO YOU UPON REQUEST, IF PERMISSIBLE AT LAW, AND AT YOUR COST.

Subject to Sections 2 and 4 of these Terms, Company warrants that you will be sent the products you order. If the order you receive does not contain the products you ordered, or if the quantity of products does not match the quantity ordered, you must contact Company not later than 24 hours of receiving the order. Provided that you notify Company within 24 hours after receiving your order of any discrepancies with it, Company agrees to investigate the order, and if Company determines, in its sole discretion, that you did not receive the products you ordered, Company may elect to: (a) issue a refund for the products you have not received; (b) ship you replacement Products; or (c) take such other remedial action as Company determines.

YOU ARE SOLELY RESPONSIBLE FOR THE USE OR MISUSE OF THE PRODUCTS YOU ORDER. YOU REPRESENT AND WARRANT THAT YOU WILL ONLY USE THE PRODUCTS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. YOU WAIVE AND RELEASE COMPANY FROM ANY CLAIM, SUIT, EXPENSE, OR LIABILITY THAT ARISES FROM OR IS ANY WAY RELATED TO YOUR USE, MISUSE, OR FAILURE TO USE THE PRODUCTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT YOU PAID TO COMPANY FOR THE PRODUCT GIVING RISE TO YOUR CLAIM, AND IRRESPECTIVE OF WHETHER SUCH CLAIM ARISES IN CONTRACT, TORT, OR OTHERWISE AT LAW.

YOU AGREE THAT IN NO EVENT SHALL OUR LIABILITY TO YOU INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, COST FOR LABOUR, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL.

Section 6. Entire Agreement

These Terms set forth the entire agreement of the parties with respect to its subject matter. These Terms may not be altered, supplemented, or amended by the use of any other documents. Any attempt to alter, supplement or amend this document or to enter an order for products that are subject to additional or altered terms and conditions will be null and void. These Terms may be changed by Company at any time, in its sole discretion without prior notice, with respect to any future sales or transactions with you.

Section 7. Governing Law, Disputes and Language

These Terms and the subject matter of these Terms and all related matters will be governed by the laws of the Province of Quebec, Canada and the laws of Canada applicable in Quebec, excluding any laws that implement the *United Nations Convention on Contracts for the International Sale of Goods* or the U.S. *Uniform Commercial Code*, and excluding any conflict of laws rules. Subject to the following paragraph, you submit to the exclusive jurisdiction of the courts of the Province of Quebec.

To the extent permitted by applicable law, unless Company agrees otherwise, any claim, dispute or controversy, whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future, arising out of or relating to the Products, this Website, the General Terms and these Terms (each, a "Claim") will be determined by final and binding arbitration to the exclusion of the courts. Where applicable, arbitration will be conducted in Quebec on a simplified and expedited basis by one arbitrator pursuant to the current laws and rules relating to commercial arbitration in the province or territories in which you reside on the date of the notice.

The foregoing does not, however, preclude Company from seeking injunctive relief in other jurisdictions when necessary to protect its interests. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, you waive any right to a jury trial.

These Terms have been drawn up in the English language at the express request of the parties. *Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.*

Section 8. Export Controls

The products sold under these Terms may be subject to applicable Canadian, United States and other export control laws and regulations. You agree you are responsible for ensuring compliance with such laws and regulations. Without limiting the generality of the previous sentence, you acknowledge and agree that you may be required to obtain export permits to export Products on Canada's Export Control List, or to a country on Canada's Area Control List or if the Products are of United States origin.

Section 9. Notices

Except as explicitly stated otherwise, you can send notices to Company only to info@alcoprevention.com. Except as explicitly stated otherwise, Company can send notices to any email address you provide to Company. Notice will be deemed given 24 hours after the email is sent.

Section 10. General

The relationship between Company and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms. The failure of Company to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by you. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms. If any provision of these Terms will be ruled unenforceable, then the remainder will be enforced to the extent permissible.

Section 11. Customer Support and Information

Please contact us at info@alcoprevention.com for assistance with questions about your purchase, shipment, warranty service, and any exchanges, returns, cancellations or transfers, or to change your address or to inquire about orders, bills and invoices.