

# General Sale Conditions

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*The terms "you" and "your" refer to the purchaser of Products using the www.Snsautomationquebec.com website (the "Website").*

*By using the Website to make online purchases of products, you agree to be bound by and accept the terms and conditions set forth in the Agreement, and you represent that you are of legal age to enter into the Agreement and become bound by its terms. The Agreement contains important information about your rights and obligations, as well as limitations and exclusions that may apply to you.*

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## CONSENT TO USE OF ELECTRONIC DOCUMENTS

*You hereby consent to the exchange of information and documents between you and Snsautomationquebec.com over the Internet or by e-mail, and that the Agreement (together with any applicable Order Confirmation(s) accepted by Snsautomationquebec.com as indicated in Section 3, below) in electronic form shall be the equivalent of an original written paper agreement between you and Snsautomationquebec.com. You further agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.*

## OTHER DOCUMENTS, AGREEMENTS AND POLICIES

*Your use of the Website is governed by separate Terms and Conditions of Use and by our Privacy Policy (the "Other Policies"). You acknowledge that you have read the Other Policies and agree to be bound by and accept the terms and conditions set forth therein. Notwithstanding the foregoing, the provisions of the Agreement shall supersede and take precedence over the provisions of the Other Policies; in the event of any inconsistency between the provisions of the Agreement and those of the Other Policies, the provisions of the Agreement shall govern. Certain additional terms and conditions may apply to purchases of Products and other uses of portions of the Website.*

## OUR ACCOUNT

*If you use the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. The Website is directed for use by adults. Those under the age of majority should not use the Website. If you are under the age of majority in the jurisdiction in which you reside, your parent or guardian should use the Website on your behalf and you should not use the Website on your own or provide any personal information to Snsautomationquebec.com does not knowingly collect*

*information from minors. Perlasia.com and its affiliates reserve the right to refuse service terminate accounts or cancel orders at their sole discretion*

#### ORDER CONFIRMATION

*Before submitting an order for the purchase of Products using the Website, you will be shown an order confirmation screen (the "Order Confirmation") describing, among other things, the Product(s) to be ordered, the purchase price and any applicable charges for shipping, duties (if applicable) and taxes. When you submit your order, such order will constitute an offer from you to Snsautomationquebec.com to purchase the Product(s) described in the Order Confirmation, for the price and subject to the other charges, terms and conditions set out in the Order Confirmation. Orders are not binding on Snsautomationquebec.com until accepted by Snsautomationquebec.com. Snsautomationquebec.com acceptance of your order is evidenced by (i) return e-mail from Sns Automation communicating that your order has been accepted; and (ii) the actual shipment of the Products by Sns automation.comto you.*

#### CANCELLATION

*Snsautomationquebec.com reserves the right, in its discretion, to limit quantities, terminate accounts and to refuse or cancel any order, including after the order has been submitted, whether or not the order has been confirmed and your credit card charged. In the event that your order is cancelled after your payment has been processed, Perlasia.com will issue a full refund.*

#### PRICE

*All prices quoted are payable in CAN Dollars for purchases made on the Canadian online store. Although Snsautomationquebec.com strives to provide accurate product and pricing information, errors may occur. Snsautomationquebec.com reserves the right to correct any errors in pricing or product information and to modify the prices of Products, at any time, without prior notice. Snsautomationquebec.com cannot confirm the price of a Product until after you submit an order for the Product. Without limiting<sup>4</sup>, in the event that the price or related information for a Product (as described on the Website and/or the Order Confirmation) is incorrect due to an error in pricing or product information, Snsautomationquebec.com may, at its sole discretion, refuse or cancel your order, whether before or after Snsautomationquebec.com's acceptance thereof. If there is such an error in pricing, Perlaisa.com will cancel your order and reverse any charges that have been applied, then contact you to ask you to place a new order for the Product at the correct price.*

#### PAYMENT TERMS

*Terms of payment shall be determined at Snsautomationquebec.com's sole discretion. Payment shall be made by credit card unless some other pre-arranged method of payment has been accepted by Perlasia.com. Any payments made by credit card are subject to the approval of the financial institution that has issued your credit card.*

#### PRODUCT INFORMATION AND AVAILABILITY

*The availability of certain Products may be limited, and Products may not be available for immediate delivery. Snsautomationquebec.com may revise or cease to make available any Products at any time without prior notice. In the event that Snsautomationquebec.com is unable to deliver to you a Product ordered due to lack of availability, Snsautomationquebec.com will notify you via e-mail and your order will be automatically*

*cancelled with respect to such unavailable Product, provided that Perlasia.com may, in its sole discretion, contact you in order to give you the option to maintain your order subject to a revised delivery time if and when the Product becomes available.*

*Snsautomationquebec.com attempts to be as accurate as possible in describing all Products available for sale and/or distribution by Snsautomationquebec.com. However, Snsautomationquebec.com does not warrant that Product descriptions or other content of the Website are always accurate, complete, reliable, current or error-free.*

#### OWNERSHIP AND RISK OF LOSS

*All Product(s) purchased from Snsautomationquebec.com are delivered to you by a third party delivery company (Purolator, Dicom, Fedex), pursuant to a shipping contract. You shall become the owner of the Product(s) and shall assume the risks of loss at the time of remittance by Snsautomationquebec.com of the Product(s) to the third-party delivery company. Any claim by you for a failed delivery shall be made by you directly with the shipping company (ex: FedEx, Dicom, Purolator) and we will try and assist you in expediting the claim.*

#### RETURNS

*All Product returns are subject to Snsautomationquebec.com's Return Policy, the terms of which are incorporated herein by reference. Some restrictions may apply.*

#### EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

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*DAMAGES OR LOSSES CAUSED BY YOU, OR YOUR RESPECTIVE EMPLOYEES, AGENTS, MANDATARIES OR SUBCONTRACTORS, OR OTHER EVENTS BEYOND THE REASONABLE CONTROL OF SNS AUTOMATION.*

*CERTAIN FEDERAL OR PROVINCIAL LAWS, AS APPLICABLE, MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.*

*For the purposes of this section, "Sns Automation" shall include SNS Automation's gents, mandataries and contractors.*

*This section shall survive the termination or expiry of the Agreement.*

#### GOVERNING LAW AND JURISDICTION

*The Website is controlled and operated by Snsautomationquebec.com from Montreal, Province of Quebec, Canada. The Agreement shall be construed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein and shall be treated in all respects as a Quebec contract, without reference to principles of conflict of law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.*

#### DISPUTE RESOLUTION

*You acknowledge and agree that any dispute that may arise between you and Snsautomationquebec.com in respect to the Agreement and the transactions contemplated herein shall be resolved by the provincial and federal courts and tribunals sitting in the province of Quebec and you hereby irrevocably submit and attorn to the personal and exclusive jurisdiction and venue of these courts.*

#### EXPORT

*Products sold or delivered under the Agreement shall be subject to the export control laws and regulations of the United States of America. You agree to comply at all times with all such laws and regulations. You will defend, indemnify and hold Perlasia.com harmless against all claims, damages or liability resulting from breach of the foregoing.*

*It is expressly agreed between the parties hereto that the purchase of products with the intent of commercially exporting them is strictly prohibited.*

#### HEADINGS

*The headings of the Agreement are inserted for convenience of reference only and do not affect the construction or interpretation of the Agreement.*

#### NO ASSIGNMENT

*You may not assign your rights or obligations under the Agreement without the express written consent of Perlasia.com.*

#### SUCCESSORS AND ASSIGNS

*The Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.*

#### SEVERABILITY

*The provisions of the Agreement shall be deemed severable. In the event that any provision of the Agreement is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.*

#### ENTIRE AGREEMENT

*The Agreement, together with all other agreements, terms or conditions incorporated or referred to herein constitute the entire agreement between you and Snsautomationquebec.com relating to the subject matter hereof, the use of the Website and any transactions conducted on or from the Website, and supersede any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter hereof, and may not be amended or modified except in writing, or by Snsautomation commaking such amendments or modifications available to it pursuant to the Agreement.*

#### NO WAIVER

*The failure of Perlasia.com to enforce any provision of the Agreement or to respond to a breach by you or any third party of the Agreement shall not in any way waive the right of Snsautomationquebec.com to subsequently enforce any of the terms and conditions contained herein or to act with respect to similar breaches.*

#### TERMINATION

*Snsautomationquebec.com reserves the right, at its sole discretion, to terminate your access to all or any part of the Website, with or without notice.*

#### PRICE ADJUSTMENT CLAUSE

*Snsautomationquebec.com offers a one (1) time price adjustment if an item is marked down within seven (7) days of the purchase date and your request is made in this period. This excludes items purchased in following conditions: FINAL SALE/Flash Sale or with a Promotional/ Discount Code. To obtain a price adjustment on a purchase made through [www.snsautomationquebec.com](http://www.snsautomationquebec.com), please contact us at 1-450-629-9191 or via e-mail at [admin@snsautomationquebec.com](mailto:admin@snsautomationquebec.com) and reference your order number and item that requires the adjustment. If approved, a refund of the difference will be issued in the original form of payment in three (3) business days.*

#### OTHER SITE POLICIES

*Your use and purchase of products on the Website is governed by the Terms and Conditions of Sale and by the Privacy Policy (the "Other Policies"). You acknowledge that you have read the Other Policies and agree to be bound by and accept the terms and conditions set forth therein.*

*The Other Policies are incorporated in the Agreement by reference and, therefore, apply to your access to, use of and purchase of products from the Website. If you do not agree to the Other Policies, please do not use the Website.*

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#### LINKS TO THE WEBSITE

*Please contact Perlasia.com by e-mail at [admin@snsautomationquebec.com](mailto:admin@snsautomationquebec.com) if you are interested in linking a website to the Website. You must obtain Snsautomationquebec.com's express written consent prior to linking any website to the Website.*

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