

TERMS AND CONDITIONS OF SALE

1. Sale and Purchase of Goods

Acadian Sturgeon and Caviar Inc ("Seller") hereby agrees to sell, and You ("Buyer") hereby agree to purchase, goods of the description and quantity described on the checkout window ("Checkout") and incorporated herein by this reference ("Goods") on the terms and conditions set forth in this Agreement.

2. Purchase Price

Buyer agrees to pay the Purchase Price of the Goods as posted on this website attached hereto. All prices are in Canadian Dollars.

3. Payment Terms

The total amount of the Purchase Price shall be payable in full by Buyer at Checkout.

4. Delivery

Unless otherwise agreed in writing, delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Delivery dates provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with such dates; however, Seller will not be liable for failure to deliver as estimated. Unless otherwise agreed in writing by Seller, Goods shall be packaged according to Seller's standards and practices.

5. Limited Warranty

Seller supplies as its sole warranty the following:

Kept under the recommended temperatures our products are guaranteed to be optimal for consumption before the expiring date marked on each product.

The warranties provided for herein shall be governed by Seller's warranty policies in effect on the date of shipment.

6. Disclaimer of Warranty/Limitation of Liability

Seller undertakes no responsibility for the quality of the Goods or that the Goods will be fit for any particular purpose for which Buyer may be buying the Goods, except as otherwise provided in this Agreement, and Seller disclaims all other warranties and conditions, express or implied.

Seller (including its subsidiaries, affiliates, officers, directors, employees, agents or subcontractors, all of which are referred to herein collectively as the "seller affiliates") shall not be liable under any circumstance to buyer or any other party for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the goods or otherwise, including but not limited to damages for lost profits, loss of the goods or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, buyer's time, lost data, injury to property or any damages or sums paid by buyer to third parties, even if seller or any of the seller affiliates has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, warranty, negligence, or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

In no event shall seller or any seller affiliate be liable to buyer or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with these terms and conditions in excess of the net purchase price of the goods actually delivered to and paid for by buyer hereunder.

Seller disclaims any warranties of non-infringement with respect to the goods and none of seller or any seller affiliate shall have any duty to defend, indemnify, or hold harmless buyer from and against any or all damages or costs incurred by buyer arising from the infringement of patents or trademarks or violation of copyrights by any of the goods.

7. Force Majeure

Seller shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of Seller, which causes delays or hinders the manufacture or delivery of Goods. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

8. General

Buyer may not assign this Agreement without Seller's written consent. Seller is the sole intended beneficiary of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to the Goods, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Seller. Any additional or altered terms attached to any order submitted by Buyer shall be null and void, unless expressly agreed to in writing by Seller. 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 State of Virginia, without giving effect to conflicts-of-law rules; and in the event of a dispute under this Agreement; Buyer submits to the exclusive jurisdiction and venue of the courts of the Commonwealth of Virginia and hereby waives any objection to such jurisdiction and venue.

9. Termination of Access/Removal of Content

We shall have the right in Our sole discretion to terminate your access to and use of the Services and/or remove any of your Content should We consider your statements or conduct to be inaccurate, illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy, injurious, objectionable, or otherwise in violation of these Terms or applicable law.

10. Acceptance and Acknowledgement of Terms

Use of this website constitutes acceptance of these Terms. You acknowledge that you have read and are bound by the Terms, as well as any other usage agreements of Ours, including the Website Terms of Use that may govern your conduct. Thank you for participating in the Blog. Please do not hesitate to contact us at info@acadian-sturgeon.com if you have questions.