TERMS AND CONDITIONS FOR THE ONLINE SALE OF GOODS AND SERVICES

1. **This document contains very important information regarding your rights and obligations, as well as conditions, limitations and exclusions that might apply to you. Please read it carefully.**

**These terms require the use of arbitration to resolve disputes, rather than recourse to the judicial system.**

**By placing an order for products or services from this website, you affirm that you are of legal age to enter into this agreement, and you accept and are bound by these terms and conditions. You affirm that if you place an order on behalf of an organization or company, you have the legal authority to bind any such organization or company to these terms and conditions.**

**You may not order or obtain products or services from this website if you: (i) do not agree to these terms and conditions; (ii) are not the age of majority in your province or territory of residence; or (iii) are prohibited from accessing or using this website or any of this website's contents, products or services by applicable law.**

These terms and conditions (these "**Terms**") apply to the purchase and sale of products and services through unamed2023.com (the "**Site**"). These Terms are subject to change by JDL Builders (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the "Last Updated Date" referred to on the Site. You should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms and Conditions of Use that apply generally to the use of our Site. You should also carefully review our Website Privacy Policy before placing an order for products or services through this Site (see Section 10).

1. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.
2. Prices and Payment Terms.
	1. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price advertised on this Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
	2. Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept [APPROVED CREDIT CARDS AND OTHER PAYMENT METHODS] for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honoured by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.
3. Returns and Refunds. WE OFFER NO REFUNDS ON ANY PRODUCTS OR ON THIS SITE.
4. Limited Warranty.
	1. We warrant to you that we shall perform the services purchased through the Site using personnel of required skill, experience, and qualifications, and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote adequate resources to meet our obligations under these Terms.
	2. **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 5 AND WE MAKE NO WARRANTY OR CONDITION WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE SITE, INCLUDING (i) ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE; OR (ii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
	3. We shall not be liable for a breach of the warranties set forth in Section 5 unless: (i) you give written notice of the defective products or services, as the case may be, reasonably described, to us within 5 days of the time when you discover or ought to have discovered the defect; (ii) if applicable, we are given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 5 to examine such products or services; and (iii) we reasonably verify your claim that the products or services are defective.
	4. We shall not be liable for a breach of the warranty set forth in Section 5 if: (i) you make any further use of such products or services after you give such notice; or (ii) the defect arises because you failed to follow our oral or written instructions.
	5. Subject to this Section 5, with respect to any services subject to a claim under the warranty set forth in this Section 5, we may, in our sole discretion, repair or re-perform the applicable services.
	6. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.**
5. Limitation of Liability.
	1. **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
	2. **IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS AND SERVICES SOLD THROUGH THE SITE.**
6. Privacy. Our *Website Privacy Policy*, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.
7. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of the obligations set out in these Terms[ (except for any of your obligations to make payments to us hereunder), when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from acts beyond the Impacted Party's control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, such as the 2019 novel coronavirus pandemic (COVID-19), tsunami, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of these Terms; (f) national or regional emergency; (g) strikes, labour stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (i) other events beyond the control of the Impacted Party. The Impacted Party shall give notice within 3 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
8. Governing Law. All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
9. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 14 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
10. No Waivers. The failure or delay by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of JDL Builders.
11. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.
12. Notices.
	1. To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide and consent to us using; or (ii) posting to the Site. Notices sent by email will be effective when we send the email, and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
	2. To Us. To give us notice under these Terms, you must contact us as follows: BY EMAIL TO [CONTACT EMAIL].
13. Severability. If any provision of these Terms is invalid, illegal, void, or unenforceable, that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
14. Entire Agreement. These Terms, our Website Terms and Conditions of Use, and our Website Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.