

Terms and Conditions

Concept to Life Solutions Inc. doing business as Proto Advantage

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 ("PROTO ADVANTAGE") or a PROTO ADVANTAGE 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 PROTO ADVANTAGE ACCEPTED IN WRITING AND WHICH DO NOT CONFLICT OR CONTRADICT THE TERMS AND CONDITIONS SET FORTH HEREIN.

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PROTO ADVANTAGE warrants to the original purchaser or, for products purchased from a Reseller, to the original end-user, that PROTO ADVANTAGE branded products purchased from PROTO ADVANTAGE or Reseller will, for the period stated in the applicable written product specifications or by contacting your PROTO ADVANTAGE representative, conform to the PROTO ADVANTAGE 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 PROTO ADVANTAGE written product specifications. During the warranty period, PROTO ADVANTAGE 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 PROTO ADVANTAGE. The foregoing sets forth your sole and exclusive remedy, and PROTO ADVANTAGE'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 PROTO ADVANTAGE'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 PROTO ADVANTAGE's designated service facility. Purchasing additional products from PROTO ADVANTAGE does not extend your warranty period for any previously purchased products. If PROTO ADVANTAGE asks you to return defective products, you must do so within 7 days after you receive the replacement products. PROTO ADVANTAGE will charge you for replacement products if you fail to do so. THIS LIMITED WARRANTY COVERS NORMAL USE. PROTO ADVANTAGE DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF PROTO ADVANTAGE BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER NON-PROTO ADVANTAGE BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO NON-PROTO ADVANTAGE BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.

Disclaimer of Warranties

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General

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