

PRODUCT LIABILITY DISCLAIMER

TERMS OF USE, WARRANTY & LIABILITY WAIVER

Munster Innovations Inc. offers its products with the terms, conditions and notices as follows. The following terms and conditions apply to all sales and uses. Please review carefully. These terms and conditions include limited warranties and disclaimers of liabilities. Keeping, using or allowing use of Munster Innovations Inc.'s products indicates your agreement to these terms. If you do not wish to agree to these terms, you have 14 days from the date of purchase to return the unused product.

Terms of use

This product is offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein.

Exclusive Obligation

This product has been designed for a variety of uses, but was neither designed nor manufactured as a product for lethal purposes. This product may not be used for unlawful purposes and that use is expressly prohibited under the terms and conditions of its use.

Use limitation

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell, any information, software, products or services obtained, from Munster Innovations Inc.'s website or its products.

Limited Replacement Warranty

This product is warranted against any manufactured defect for a period of twelve months from date of purchase.

High Risk Activity

Products sold by Munster Innovations Inc. include equipment used in extreme sporting activity such as snowmobiling. Participation in this activity is associated with a high level of risk. Risks include but are not limited to serious physical injury, disability and/or death. You participate in this activity at your own risk.

Assumption of Risk

By buying, using, or allowing the use of Munster Innovations Inc.'s products, you understand and agree that extreme sporting activities including snowmobiling are high risk activities and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF Munster Innovations Inc. including but not limited to equipment malfunction from whatever cause, or any other fault of Munster Innovations Inc. Additionally, you agree to indemnify, defend, and hold Munster Innovations Inc. harmless from any third party claims arising from such High Risk Activities or any other Munster Innovations Inc.

Vehicle Modification

Modification of vehicles, such as snowmobiles, through the use or misuse of Munster Innovations Inc. products can lead to vehicle malfunction causing serious risk. Risks include but are not limited to vehicle damage, serious physical injury, disability and/or death. You are responsible for any modifications you perform on your or anyone else's vehicle using Munster Innovations Inc. products. Munster Innovations Inc. is not responsible and will not be held liable for any modifications done to vehicles, such as snowmobiles, through the use or misuse of its product, even if the modifications include but are not limited to, bypassing or eliminating vehicle safety features, installing parts that go against the vehicle manufacturer safety regulation and standards, and/or improper installation and adjustment of Munster Innovations Inc. products.

Limitation Of Liability

As set forth above under the limited warranty provisions, Munster Innovations Inc. liability is limited to repair or replacement of its products which are returned to it in the specified period of time. In no event shall Munster Innovations Inc. liability exceed the value of the product(s) sold. In no event shall Munster Innovations Inc. be liable for any direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or connected with the use or misuse of any of its products.

Warning

Use and misuse of products sold by Munster Innovations Inc. involves serious risks including injury, disability and death. Purchasers assume all risks.

Inspect Before Each Use

This product must be inspected for use to ensure it has not been damaged in shipment. If damaged, do not use and immediately return the product to Munster Innovations Inc. for a replacement.

Entire Obligation

The PRODUCT LIABILITY DISCLAIMER document states the entire obligation of Munster Innovations Inc. with respect to the products. If any part of this disclaimer is determined to be void, invalid, unenforceable or illegal, including, but not limited to the warranty disclaimers and liability disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.

Applicable Law

Your order from Munster Innovations Inc., and this disclaimer statement are governed by the laws of the province of British Columbia, Canada. You hereby consent to the exclusive jurisdiction and venue of the Supreme Court of Canada, in all disputes arising out of or relating to the use of this product. Use of this product is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Modification of Terms and Conditions

Munster Innovations Inc. reserves the right to change the terms, conditions, and notices under which its products are offered.