

TERMS AND CONDITIONS

These terms and conditions (“Terms of Service”) are applicable to flax seed testing services (the “Services”) provided to you by The Saskatchewan Research Council (“SRC”).

1. SRC performs the Services in a professional manner in accordance with applicable industry standards. SRC makes no other representations or warranties, either express or implied, statutory or otherwise, as to any matter, including, but not limited to, the quality, merchantability or fitness for any purpose of any Services, goods, or products to be delivered pursuant to these Terms of Service, and all such representations and warranties are hereby disclaimed.
2. Test results are dependent on the samples that have been submitted and your compliance with any submission procedures communicated to you by SRC.
3. SRC’s liability in respect of the Services shall be limited to, at SRC’s option, repayment of the amount paid by you for the Services that are proven to be defective or re-performance of the Services claimed by you to be defective. In no event shall SRC be liable to you or any other person for (i) indirect damages, special damages, lost profits, consequential damages, or punitive damages; or (ii) any amount in excess of the amount paid or payable by you to SRC for the Services that are the subject of this communication.
4. These Terms of Service shall be governed by, construed, and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The Parties shall attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom.
5. SRC will endeavour to store the submitted sample(s) at its premises for a period of thirty (30) days from the date the test results are reported. The sample and any corresponding extracted DNA will be disposed of after the thirty (30) day storage period.
6. Test Results: SRC will not release test results to the Customer until payment has been made in full for the testing services.
7. By accepting and/or using the Services, you are agreeing to these Terms of Service, as amended by SRC from time to time on communication to you.