

### Disclaimer, Terms & Conditions

The person(s) signing this contract hereby states (state) that such person(s) is (are) the owner(s) of the property where the ordered product is to be installed or the ordered service is to be used, and does (do) have the authority to bind personally to this contract all owners and users of such property.

Neither Home of Habitat Haven nor any of its directors, officers, employees, agents, distributors, vendors, independent contractors, partners, shareholders, parent companies, subsidiary companies, associated companies, trustees, receiver or other representatives makes any statement, representation or warranty, express, implied or otherwise, about the quality, nature, use or completeness of any product or service provided by, under, through or in connection with this contract, including, without restricting the generality of the foregoing, any statement, representation or warranty of merchantability or fitness for any particular purpose of any product or service provided by, under, through or in connection with this contract or any website of Home of Habitat Haven or of any third party.

The user of Home of Habitat Haven website or of the hyperlinked website waives any and all claims (by negligence, by breach of contract, by breach of any law or otherwise) that such user has or might have at any time against Home of Habitat Haven or any of its directors, officers, employees, agents, distributors, vendors, independent contractors, partners, shareholders, parent companies, subsidiary companies, associated companies, trustees, receiver or other representatives as a result of, arising from or in connection with use, misuse or non-use of any such website.

If any term, condition or other provision of this contract is void or unenforceable for any reason, such void or unenforceable term, condition or other provision shall be deemed to be severable from the rest of this contract and shall not affect the validity or enforceability of the remaining terms, conditions or other provisions.

This contract (including all matters relating to access to or use of any website or hyperlinked website) is governed exclusively by the laws (federal, provincial, municipal and other) in force from time to time in the Province of Ontario. The courts of the Province of Ontario shall have sole and exclusive jurisdiction to hear, to decide, to try and to otherwise deal with any and all issues, questions, disputes, disagreements, lawsuits, motions, interim and other legal proceedings, claims and other matters concerning, arising from, resulting from or in connection with this contract (including those relating to access to or use of any website or hyperlinked website).

It is the responsibility of the persons and or end-user to comply with all laws regarding the installation and use of any product or service that Home of Habitat Haven provides, either directly or indirectly, to ensure that the end-user hires competent installers, to use the product in accordance with directions or instructions provided to the end-user at the time of installation or delivery, etc.

### Exclusion / limitation of Liability

Except to the extent that this contract expressly and unambiguously states otherwise, neither Home of Habitat Haven nor any of its directors, officers, employees, agents, distributors, vendors, independent contractors, partners, shareholders, parent companies, subsidiary companies, associated companies, trustees, receiver or other representatives is liable, or will be liable, in any way or to any extent for any injury, harm, damages or other loss arising out of, as a result of or in connection with the design, manufacture, installation, use or non-use of any product or service provide by, under, through or in connection with this contract. This exclusion and limitation of liability are comprehensive and apply to any and all forms, types and kinds of injury, harm, damages and other loss (including, without restricting the generality of the foregoing, any injury, harm, damages or loss that is or are direct, indirect, compensatory, incidental, special, general, punitive, aggravated, consequential, loss of data, profit or income, loss of or damage to property, defamatory or loss of or damage to reputation) that arise or that occur at any time in any way anywhere, including without limiting the generality of the foregoing, any negligence, any breach of contract, any breach of any law (statutory, regulatory, administrative, common law, equity, criminal, national, provincial, state, municipal or otherwise), any product liability, any deliberate act, any criminal or illegal act or omission, any defamation or any similar act or omission (negligent, illegal or otherwise) by Home of Habitat Haven or by any third party.

The maximum amount for which Home of Habitat Haven and its directors, officers, employees, agents, distributors, vendors, independent contractors, partners, shareholders, parent companies, subsidiary companies, associated companies, trustees, receiver and other representatives are liable for any and all of the above-mentioned injury, harm, damages or other loss however caused (by negligence, etc.) In connection with this contract is one thousand (\$1000.00) Canadian dollars in the aggregate, regardless of the number of individuals or other legal persons suffering or experiencing any such above-mentioned injury, harm, damages or other loss.



# ORDER FORM

332-3583 Sheppard Ave., Toronto, Ontario, M1T 3K8

Tel: 416-466-8930 (Fax) 416-466-0087 **TOLL FREE 1-866-484-0644**

Date : \_\_\_\_\_

Phones are staffed Monday to Friday from 8 to 4, Eastern Time. Answering machines are used all other times.

SHIP TO:			INVOICE TO:		
NAME			NAME		
ADDRESS			ADDRESS		
CITY	PROV/STATE	POSTAL/ZIP CODE	CITY	PROV/STATE	POSTAL/ZIP CODE
DAYTIME PHONE ( ) ( )		EVENING PHONE ( ) ( )		DAYTIME PHONE ( ) ( )	
FAX ( ) ( )		EVENING PHONE ( ) ( )		FAX ( ) ( )	
E-MAIL			E-MAIL		

ITEM NO.	QTY.	DESCRIPTION	PRICE	TOTAL

<b>CUSTOM ORDER INSTRUCTIONS</b>	<b>Standard</b> Arrives at your door within 4-6 weeks.	<b>Priority</b> Arrives at your door within 2-3 weeks.	<b>RUSH!!</b> Arrives at your door within 7-12 days.	
	<b>SUB TOTAL</b>			=
	Add – Priority \$200 or RUSH \$400			+
	Discounts & Coupons			-
	<b>SHIPPING FEE:</b> will be added to your order *You will be contacted within 48hrs with a price			+
	<b>Add Taxes below on SUB TOTAL</b>			=
	HST: all provinces			+
	<b>TOTAL AMOUNT</b>			=

**PAYMENT METHOD:** U.S.A. residents must use either MasterCard or Visa

Cheque  Money Order  Visa  MasterCard

Your order plus shipping fee & applicable taxes will be billed directly to your credit card.

Card # \_\_\_\_\_ Name on card (please print): \_\_\_\_\_

Exp Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature: \_\_\_\_\_

*I authorize The Cat's Den to charge my card for the amount above.*

Website  Vet  Cat Show

How did you hear about us?  Tradeshow  Other \_\_\_\_\_

Limitation of Liability

This contract is subject to the terms, conditions, exclusions, limitations and other provisions that are set out on the reverse side of this document and that form this contract.

Name: (please print) \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

**NOTICE: You must sign and date return policy for your order to be processed.**