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- 2. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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1. All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of British Columbia without giving effect to any choice or conflict of law provision or rule (whether of British Columbia or any other jurisdiction).



2. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the Canada or the courts of the Province of British Columbia, in each case located in the City of Vancouver, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### Arbitration

1. At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the British Columbia Arbitration Act applying British Columbia law.

#### **Entire Agreement**

1. The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Cosa Fencing and Flooring with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

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- 1. This website is operated by Cosa Fencing and Flooring, 110-5771 No.3 Road Richmond BC, V6X 2C9
- 2. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: cosafence.ca