



## **Onefinity Website Terms and Condition**

1. The Onefinity website (“**Website**”) is operated by and is the property of Kirbre Enterprises Inc. (“**Kirbre**”, “**us**”, “**we**”, “**our**”).

The Website offers visitors the ability to view and purchase the Onefinity CNC Machine, associated accessories. These terms and conditions (“**Terms and Conditions**”) apply to your access and use of the Website, all contents provided through the Website, and your purchases and orders placed through the Website. By accessing or using the Website, you confirm you have read, understood, and agree to be bound by these Terms and Conditions, and you are also agreeing to the collection of personal information through the Website in accordance with these Terms and Conditions and our Privacy Policy. By accessing and using this Website, you also accept without limitations or qualifications these Terms and Conditions and our Privacy Policy. If you do not agree with any of these Terms and Conditions or our Privacy Policy please do not use or access (or continue to access) the Website and exit immediately.

We reserve the right to modify the Terms and Conditions (and any parts thereof) from time to time at our sole discretion, as well as the right to alter, add, remove or discontinue any aspect or feature of this Website or products offered by this Website (“**Products**”), without prior written notice at any time. Kirbre may also impose rules for and limits on use of this Website or restrict your access to part, or all, of this Website without notice or liability. Therefore, you should review these pages periodically. Your continued use of the Website following the posting of changes to the Terms and Conditions and/or the Privacy Policy constitutes your acceptance of the provisions and changes as modified. All rights not expressly granted in the Terms and Conditions are reserved to Kirbre.

While using our Website you agree to comply with all applicable laws, and you are solely responsible for determining whether your use of the Website is legal.

By using and/or placing orders through our Website you represent and warrant that:

- You stipulate that you are of legal age of majority in your jurisdiction and you may provide your personal information to purchase our Products;
- You agree to provide us with information that is true, accurate and complete and you shall take responsibility for any information you provide;
- You consent to the collection, use and disclosure of personal information you provide through the Website in accordance with the terms of the Privacy Policy and these Terms and Conditions.
- You will refrain from using vulgar, inflammatory, libelous, or similarly discourteous language in any email form of entry created through this Website;
- By placing orders through the Website you agree and confirm that Products will be strictly used for personal, non-commercial purposes and not for resale; and
- You shall not interfere or attempt to interfere with the operation of the Website.

THESE TERMS AND CONDITIONS, OUR PRIVACY POLICY, OUR SHIPPING AND RETURNS POLICY, AND THE ONEFINITY LIMITED WARRANTY POLICY

COLLECTIVELY FORM THE LEGAL AGREEMENT BETWEEN YOU AND KIRBRE CONCERNING EACH PURCHASE OF PRODUCTS OFFERED ON THIS WEBSITE AND YOU AGREE YOU HAVE THE LEGAL RIGHT AND CAPACITY TO ENTER INTO THIS AGREEMENT.

## **2. Ordering from our Website**

(a) The Products listed or described are not an offer to sell Products to you, but rather an invitation to you to make an offer to Kirbre.

(b) When buying a Product, you agree that: (i) you are responsible for reading the full item listing the Product before making a commitment to buy it; and (ii) you enter into a legally binding contract to purchase the Product when you complete the check-out payment process.

(c) By placing an order through our Website you acknowledge having read and thereby agreed to all conditions of Kirbre's Shipping and Returns Policy, Privacy Policy and Onefinity Limited Warranty Policy.

## **3. Retention of right to change offering**

We may, without prior notice, change the Products, stop providing particular Products we offer, or create limits for to the Products offered for sale. We may permanently or temporarily terminate or suspend sales of particular Products without notice and liability for any reason, or for no reason. We reserve the right to change the prices displayed and/or provided at any time through our Website or in response to an email request.

## **4. Pricing**

(a) The prices we charge to purchase our Products are listed on the Website or provided by email upon written request. All prices are quoted in US dollars and, and your final payment will include shipping and applicable taxes for purchases destined to addresses in the US or Canada. All purchases processed through our Website and delivered to addresses outside the US and Canada do not include charges relating to VAT, import duties, any applicable taxes, and other related fees (collectively "**Import Costs**"), you may be required to pay for importing our Products. You are solely responsible for any charges relating to Import Costs and will not assume any responsibility for any payments relating thereto (including but not limited to brokerage fees, storage fees, etc.).

(b) If applicable, Kirbre will also include charges for any government imposed environmental handling fees associated with the purchase of Products.

## **5. Payment terms**

(a) Kirbre accepts payment through Paypal and most major credit cards, including Visa, MasterCard, and American Express. All payments are subject to approval by the appropriate financial institutions. We are not in any way liable if the appropriate financial institution refuses to accept or honour a method of payment. All online orders are processed upon order placement and acceptance by Kirbre. The ordering process uses encrypted SSL technology. Charges from your purchase will appear as Kirbre Enterprises Inc. on your credit card statement.

(b) Upon placing an order at our Website you agree that you are responsible for payment for the Products ordered, and all associated fees, including shipping, taxes, Import Costs and environmental handling fees, if and when applicable.

(c) All sales are final subject to the Cancellation Period provided in Section 6, Backorders.

## 6. Backorders

You may cancel a backorder within 24 hours of placing your order (“**24 Hour Window**”). However, refunds will not be available on backorders after the expiration of the 24 Hour Window. In the event the Products are not delivered after 30 days from the Expected Delivery Date, you will be able to cancel your order (“**Cancellation Period**”).

- (a) **Limitation on Cancellation Period.** You must provide us with your written cancellation notice within ten (10) business days (“**Cancellation Notification**”) of the start of the Cancellation Period. If you fail to provide us with a Cancellation Notification in the aforementioned timeline we will contact you and provide you with an amended delivery date for your backorder and you will no longer be able to cancel the backorder or request a refund. Further details on order information timelines are provided on the Website at the following page [<https://www.onefinitycnc.com/pre-order-info>].

## 7. Limited warranty

Onefinity CNC machines include a one (1) year limited warranty. For further details please ensure that you read our Onefinity Limited Warranty Policy.

## 8. Ownership of intellectual property, copyrights and License Grant

(a) As between you and Kirbre, this Website and all materials appearing herein, including without limitation, software, images, interactive features, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all intellectual property rights related thereto (collectively the “**Content**”), are the property of Kirbre or its licensors, and are protected under Canadian and international copyright laws and treaties, and other applicable Canadian and international laws. Your use of the Website does not entitle you to any property rights or other rights or interests in or to the Website or the Content.

(b) **Limited License Grant.** Subject to the restrictions and limitations in these Terms and Conditions and the Privacy Policy, you are granted a limited license for the use of this Website. Further, subject to the limitations and restrictions provided in the Onefinity CNC Owners Manual, the Onefinity Limited Warranty Policy and these Terms and Conditions, you are granted a limited license for the use of our Products. Also, subject to these Terms and Conditions, Kirbre grants you a limited license for any software provided by us to you (“**Software**”). This Software limited license is revocable, nonexclusive, nontransferable, royalty-free and subject to any restrictions and limitations included with the Software. The Software license is restricted to personal use and you may not, nor permit anyone else to copy, modify, make derivative works of or improvements of the Software.

(c) All intellectual property rights in relation to the Products remain the property of Kirbre, and if applicable, its suppliers or subcontractors and licensors. This includes patent rights, design rights, know-how, common law and registered trademark rights, copyrights, trade name, database rights and exclusive licensing rights as more fully described at Trademarks and Patents.

(d) Nothing in these Terms and Conditions shall be deemed to create any right or interest of any nature whatsoever, except as provided in subsection 8(b), in or to any Content or in the Products and any intellectual property rights therein. You also agree not to link, make reference to, use, sell, license, rent, modify, distribute, copy, reproduce, transmit, republish, re-disseminate, publicly display, publicly perform, adapt, edit or create derivative works of the Content and the Products.

(e) Unless expressly stated in writing by Kirbre, all comments, feedback, information or materials submitted to us through the Website will be considered the property of Kirbre.

## **9. Disclaimer**

(a) Any Products, process, or technology published on the Website may be the subject of intellectual property rights reserved by Kirbre or its licensors, and are not licensed under these Terms and Conditions. All the Content we provide in this Website is intended for informational purposes only and is subject to change or deletion by Kirbre, at any time without notice. We are not responsible for the accuracy or completeness of the Content we provide. We cannot guarantee and do not promise any specific results from the use of our Website. WE PROVIDE THE CONTENT “AS IS”, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, ACCURACY, CURRENTNESS, PERFORMANCE OR DURABILITY, OR NON-INFRINGEMENT. WE FURTHER DISCLAIM ANY LIABILITY IN CONNECTION WITH THE WEBSITE OR THE CONTENT PROVIDED THEREIN. You understand and agree that you obtain the Content at your own risk, and that you are solely responsible for your use and any damage to your electronic devices/computers through which you access the Website, and loss of data or other harm of any kind that may result from accessing the Website. Kirbre does not represent or warrant that the Website will be uninterrupted or error-free, that any defects will be corrected, or that the Website or the servers that make the Website available are free of viruses, malware, or anything else harmful.

(b) KIRBRE PRODUCTS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CURRENTNESS, PERFORMANCE OR DURABILITY, OR NON-INFRINGEMENT, EXCEPT AS PROVIDED IN THE ONEFINITY LIMITED WARRANTY POLICY.

(c) The Content and Products contained in the Website are subject to change at any time, without notice, at Kirbre’s sole discretion.

Notwithstanding the foregoing, in the event you reside at a jurisdiction that does not allow the exclusion of implied warranties, the above exclusion may not apply to you.

## **10. Indemnification**

(a) By using this Website you hereby agree to indemnify, defend and hold Kirbre, its directors, officers, employees, agents, consultants, licensors and third party suppliers (“**Indemnitees**”) harmless from and against any and all losses, demands, damages, liabilities, and claims and all fees, costs, expenses, of any kind related thereto (including, without limitation, reasonable attorneys’ fees) made against the Indemnitees, by any third party, in connection with any claim arising out of,

or in connection with: (i) your use or submissions to the Website; (ii) your use of any Products offered on the Website; (iii) your breach of these Terms and Conditions; (iv) your violation or alleged violation of a third party's intellectual property rights; (v) your violation of any Federal, Provincial, State laws, regulations, ordinances or orders; or (vi) any misrepresentation made by you to us. Kirbre reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not, in any event, settle any matter without the written consent of Kirbre.

(b) YOU ALSO AGREE TO INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY LIABILITY, LOSS, CLAIM AND EXPENSE, INCLUDING ATTORNEYS' FEES AND EXPENSES, RELATED TO YOUR OR ANY THIRD PARTIES' USE OF KIRBRE PRODUCTS AND RELATED SOFTWARE PURCHASED BY YOU.

(c) WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU FURTHER AGREE TO RELEASE THE INDEMNITEES FROM ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE USE OF THIS WEBSITE AND/OR KIRBRE PRODUCTS, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR DATA COMPROMISE, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE WEBSITE OR THE KIRBRE PRODUCTS, EVEN IF CAUSED BY THE NEGLIGENCE OF US, OR THE MALFUNCTION OF THE KIRBRE RELATED PRODUCTS. YOU AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU.

## **11. Limitation of liability**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE, OUR SUPPLIERS, OR THIRD PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING OUR SERVICES OR PRODUCTS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL, HOWSOEVER CAUSED, INCLUDING WITHOUT LIMITATION, ANY LOST DATA, LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE CONTENT PROVIDED THROUGH THIS WEBSITE, INCLUDING LINKED SITES, KIRBRE PRODUCTS OR THE TRANSACTIONS CONDUCTED ON OR FROM THIS WEBSITE, EVEN IF WE OR ANY OF OUR LAWFUL AGENTS, CONTRACTORS, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

(b) IN PARTICULAR, AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, IN NO EVENT WILL WE BE LIABLE TO YOU FOR DAMAGES OR LOSSES RESULTING FROM VIRUSES, DATA CORRUPTION, FAILED MESSAGES, DAMAGES ARISING AS A RESULT OF TRANSMISSION ERRORS OR PROBLEMS, TELECOMMUNICATIONS SERVICE PROVIDERS, OUR CONTRACTORS, THE INTERNET BACKBONE, THIRD-PARTY SUPPLIERS OF PRODUCTS OR SERVICES, DAMAGES OR LOSSES CAUSED BY YOU, OR YOUR RESPECTIVE EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR OTHER EVENTS BEYOND THE REASONABLE CONTROL OF KIRBRE.

(c) IF, DESPITE THE LIMITATIONS ABOVE, WE ARE FOUND LIABLE FOR ANY DAMAGE OR LOSS IN CONNECTION WITH THIS WEBSITE OR THE USE OF OUR PRODUCTS, IN NO CASE WILL OUR TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) BE FOR MORE THAN, IN THE AGGREGATE, THE LESSER OF US \$500 OR THE AMOUNT PAID BY YOU FOR THE SPECIFIC PRODUCTS PURCHASED BY YOU AND TO WHICH THE CLAIM RELATES.

(d) IF YOU ARE DISSATISFIED WITH THE TERMS AND CONDITION OR THIS WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING AND ACCESSING THE SITE.

(e) IN SOME CASES, APPLICABLE FEDERAL, PROVINCIAL OR STATE LAWS MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

FOR THE PURPOSES OF THIS SECTION, KIRBRE SHALL INCLUDE ITS RESPECTIVE DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, LICENSEES AND THIRD-PARTY SUPPLIERS.

## **12. Governing law and dispute resolution**

You acknowledge and agree that the purchase and sale through your use of this Website and all of the communications, transmissions and transactions associated with this Website shall be deemed to have occurred in the Province of Ontario and these Terms and Conditions and all transactions via this Website are governed by the laws of the Province of Ontario the federal laws of Canada applicable thereto (without giving effect to conflict of laws principles). You and Kirbre each hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario as the proper and most convenient forum for any dispute arising out of or relating to your use of this Website and these Terms and Conditions. EACH OF THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, THESE TERMS AND CONDITIONS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND ANY COUNTERCLAIM THEREIN. The aforementioned will not affect your statutory rights if you are a consumer and applicable consumer law at your delivery location requires the application of legislation of said jurisdiction. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

## **13. Severability**

If, in any jurisdiction, any of the provisions in these Terms and Conditions are found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such provisions shall be restricted or eliminated to the minimum extent necessary and the remaining Terms and Conditions shall otherwise remain in full force and effect. If any of the provisions in these Terms and Conditions are so broad as to be unenforceable, such provisions shall be interpreted to be only as broad as is enforceable.

## **14. No implied waiver**

Our failure, at any time, to insist upon strict performance of any of your obligations under these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms and Conditions, shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **15. Headings; Gender**

The headings on these Terms and Condition are for convenience only, and shall not be construed as part of the Terms and Conditions. The terms “including,” “includes,” “include” and words of like import shall be construed broadly as if followed by the words “without limitation.” The terms “herein,” “hereunder,” “hereof” and words of like import refer to the entire Terms and Conditions.

## **16. Customer support details and contact information**

### **Support**

For information on Manuals, Warranty and general customer support, please see our support page.

### **Our Contact Information**

**Canadian Business Office**  
1180 Stellar Drive, Unit 8/9  
Newmarket ON L3Y 7B9  
Canada

#### **Call Us At:**

1-888-717-4242 (10am - 3pm, EST Monday-Friday)

At Kirbre we endeavour to answer each phone call as it comes in. However, at times we may be on a call with another customer, please leave us a voice message and we'll call you back at our earliest opportunity. We make our best effort to ensure all calls are returned within 24 hours Monday-Friday, excepting holidays, and any calls over the weekend are generally returned by the following business day.

Or Email us

- General inquiries: email us at [info@onefinitycnc.com](mailto:info@onefinitycnc.com)
- Tech support: email us at [support@onefinitycnc.com](mailto:support@onefinitycnc.com)

Effective Date:  
March 1, 2021

