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Unless otherwise stated herein, these Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of laws principles. For residents of the United States, Chicago, Illinois or the United States District Court for the Northern District of Illinois shall be the sole and exclusive venue for any litigation,

proceedings, or other action which may be brought or arising out of or in connection with these Terms and Conditions.

For Canadian resident residing in Quebec, these Terms and Conditions shall be governed by, and construed and enforced in accordance with the laws of Quebec, and the province of Quebec shall be the sole and exclusive venue for any litigation, proceedings, or other action which may be brought or arising out of or in connection with these Terms and Conditions. For all other Canadian residents, these Terms and condition shall be governed by, and construed and enforced in accordance with the laws of British Columbia, and the province of British Columbia shall be the soled and exclusive venue for any litigation, proceedings, or action which may be brought or arising out of or in connection with these Terms and Conditions.

With regard to all users, the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this agreement.

Severability. If any part of these Terms and Conditions or the application thereof to any person or circumstances is held to be invalid or unenforceable, such provision shall be construed, modified, or if necessary, severed to the extent necessary to be enforced to the fullest extent permitted at law and all the remaining portions, or the application of such part to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby. Each part of this EULA shall be separately valid and enforceable to the fullest extent permitted by law.

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The rights and remedies of OJ Electronics set out in these Terms and Conditions are in addition to any other rights or remedies OJ Electronics may have at law or in equity.

To the extent permitted by law, these Terms and Conditions will be construed according to their plain meaning and not strictly for or against any of the parties.

The parties acknowledge that they require that these Terms and Conditions be drawn up in the English language only. *Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.*

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