

Terms of Service

9311-1664 Québec Inc.

Effective 18 August 2026

Please read these terms carefully. They form a binding agreement between you and Parts-IQ. By accessing our website or requesting our services, you accept them. Sections 5, 11, 13, 14 and 15 limit our responsibility to you and allocate risk to you. Our fees are set on the basis of that allocation.

www.parts-iq.net

Montréal, Québec, Canada

Contents

Terms of Service · Effective 18 August 2026

1 Who we are and who you are	11 Nature of our advice
2 Acceptance and changes	12 Regulatory compliance and export controls
3 The Services and scope	13 Disclaimers
4 What we are not	14 Limitation of liability
5 Your responsibilities and acknowledgements	15 Indemnity
6 Fees and payment	16 Term, suspension, and termination
7 Acceptance of deliverables	17 Governing law and disputes
8 Confidentiality	18 General
9 Intellectual property	19 Contact
10 Non-circumvention and non-solicitation	

1 Who we are and who you are

These Terms of Service ("Terms") govern your use of www.parts-iq.net (the "Site") and any electronic components consulting, sourcing advisory, or related professional services we provide (the "Services"). "Parts-IQ", "we", "us" and "our" mean 9311-1664 Québec Inc., a company incorporated in Québec, Canada (NEQ 1170429857), registered office 7770 17e Avenue, Suite 101, Montréal, Québec H2A 0A4, Canada. "You" and "Client" mean the individual or organization using the Site or Services.

If you accept these Terms on behalf of a company, you confirm you have authority to bind it, and "you" refers to that company. The Services are supplied to businesses and professionals for business purposes only, and not for personal, family, or household use.

2 Acceptance and changes

By browsing the Site, submitting an enquiry, instructing us, or paying an invoice, you agree to these Terms and to our [Privacy Notice](#), which forms part of this agreement. If you do not agree, do not use the Site or the Services.

We may update these Terms at any time. Updates apply to new Engagements when posted, and to ongoing Engagements thirty (30) days after posting or notice. Your continued instructions after that date constitute acceptance. Any purchase order, standard terms, or other document you issue does not vary these Terms, and any conflicting or additional terms in it are expressly rejected, whether or not we acknowledge or act on that document.

3 The Services and scope

We provide independent advisory services relating to electronic components, which may include component identification and cross-referencing, obsolescence and lifecycle analysis, bill of materials review, alternative and second-source suggestions, supplier and market research, sourcing strategy, and related technical or commercial guidance.

The scope, deliverables, fees, and timeline of each engagement are set out in a written proposal, quotation, statement of work, or order confirmation (an "Engagement"), governed by these Terms. Where an Engagement conflicts with these Terms, these Terms prevail except on price, scope, and schedule.

Anything not expressly listed as a deliverable in the Engagement is out of scope. Requests outside that scope, changes to inputs or requirements after work has begun, and re-work caused by information you supplied that was incomplete or inaccurate are chargeable as additional work at our then-current rates, subject to a written change confirmation (email is sufficient). Deliverables include up to one (1) round of reasonable revisions within fifteen (15) days of delivery; further revisions are chargeable.

Timelines are estimates only and are not of the essence. Dates assume you supply required information promptly; delays on your side extend our dates at least correspondingly.

4 What we are not

We are a consulting and advisory firm. Unless an Engagement expressly states otherwise, we do not sell, supply, distribute, broker, import, or take title to electronic components. We do not act as your purchasing agent and do not contract with suppliers on your behalf. We do not test, inspect, authenticate, or certify components. We are not a design authority and do not perform engineering design, qualification, or compliance certification. We are not affiliated with, and do not represent, any manufacturer or distributor we may mention unless we state otherwise in writing.

Any purchase you make from a supplier is a contract between you and that supplier alone, and we have no liability in connection with it.

5 Your responsibilities and acknowledgements

You agree to provide accurate, complete, and current information, including specifications, quantities, application requirements, quality standards, and regulatory constraints. Our work depends entirely on what you give us, and we are entitled to rely on it without independent verification.

You expressly acknowledge and agree that:

1. you are solely responsible for every final decision on component selection, substitution, supplier choice, quantity, and purchase;
2. you will independently verify all advice and deliverables against the manufacturer's current datasheets, product change notices, and your own engineering judgment before acting on them, and you will not rely on our advice as your sole basis for any decision;
3. you are solely responsible for qualification, testing, inspection, counterfeit-detection, and supplier due diligence appropriate to your application;
4. our deliverables are decision-support inputs, not approvals, certifications, or warranties of any component, supplier, or outcome; and
5. our advice speaks only as of the date given, and we have no obligation to update, monitor, or re-issue any deliverable following delivery, regardless of subsequent changes in availability, pricing, lifecycle status, or specification.

You confirm you have the right to share everything you send us and that doing so breaches no confidentiality obligation or third-party right.

6 Fees and payment

Fees are as stated in the Engagement and are payable in United States dollars (USD) unless the Engagement expressly states another currency. Fees are exclusive of GST, QST, and any other applicable taxes, duties, or withholdings, which you pay. Where any tax or withholding applies to a payment, you will gross up the payment so that we receive the full invoiced amount. Amounts payable to us are net: you may not deduct, set off, or withhold any amount for any reason.

Payment must be made in USD by the method stated on the invoice. Any currency conversion is at your cost and risk, and payment is complete only when the full invoiced USD amount is received in our account.

Unless the Engagement states otherwise, a deposit of fifty percent (50%) is payable before work begins, and work does not commence until it is received. The balance is due on delivery. Invoices are payable within fifteen (15) days of the invoice date.

Late amounts bear interest at 1.5% per month (19.56% per year), calculated daily from the due date until paid, and you are responsible for all reasonable costs of collection, including legal and agency fees. Bank charges, intermediary bank fees, currency conversion costs, and payment-processor fees are yours.

If any invoice is overdue, we may, on written notice and without liability, suspend all Services, withhold delivery of any deliverable, and suspend any licence granted under Section 9, until all amounts are paid in full. Suspension does not extend our timelines or reduce your payment obligations.

Fees are earned when the work is performed and are non-refundable, except where these Terms or applicable law require otherwise. Pre-approved out-of-pocket expenses are billed at cost plus applicable taxes. Quoted prices are valid for thirty (30) days; where a quotation is based on costs in another currency, we may re-quote if exchange rates move materially before acceptance.

7 Acceptance of deliverables

You will review each deliverable promptly. A deliverable is deemed accepted on the earlier of (i) fifteen (15) days after delivery without written notice of a specific, material non-conformity with the Engagement, or (ii) your use of it in any way. If you give timely notice of a material non-conformity, our sole obligation, and your sole remedy, is to correct the non-conforming portion within a reasonable time at no additional charge. Dissatisfaction with a conclusion or recommendation that was competently reached is not a non-conformity.

8 Confidentiality

Each party may receive confidential information from the other. The receiving party will keep it confidential, use it only to perform or receive the Services, protect it with at least reasonable care, and disclose it only to personnel and advisers who need it and are bound by equivalent obligations.

These duties do not apply to information that is or becomes public through no fault of the receiving party, was already lawfully known to it, is independently developed, or is lawfully received from a third party. Disclosure required by law or court order is permitted with prompt notice where legally allowed.

Residual knowledge: nothing restricts our use of the general skills, knowledge, techniques, and experience retained in the unaided memory of our personnel in the course of performing Services, provided we disclose no Client confidential information and use no Client-specific data.

We may identify you as a client and describe the general nature of the work in our marketing materials, unless you notify us in writing that you prefer otherwise.

Obligations continue for three (3) years after the end of the relevant Engagement, and indefinitely for trade secrets. If your project requires a separate NDA, we are glad to consider one; where it conflicts with these Terms, the NDA governs confidentiality only.

9 Intellectual property

The Site, its content, and our methodologies, know-how, templates, databases, tools, and any improvements to them remain our exclusive property. Nothing transfers them to you.

You retain ownership of materials you provide and grant us a licence to use them to perform the Services and, in anonymized and aggregated form that does not identify you, to improve our methodologies and market knowledge.

Conditional on full payment of all amounts owing, you receive a non-exclusive, non-transferable, revocable-for-non-payment licence to use deliverables prepared for you, for your own internal business purposes only. You may not publish, resell, sublicense, or make deliverables available to third parties (including affiliates, customers, or suppliers) without our prior written consent, and you may not present them as an endorsement or certification by Parts-IQ. Until payment in full, all rights in the deliverables remain ours.

Third-party content we reference remains the property of its owners and is subject to their terms.

10 Non-circumvention and non-solicitation

Where we introduce you to a supplier, source, or contact not previously known to you, you will not, for twelve (12) months, engage that party in a manner designed to avoid fees payable to us under an Engagement that provides for them. During any Engagement and for twelve (12) months after, you will not solicit for employment or engagement any of our personnel who worked on your matters, except through a general public advertisement.

11 Nature of our advice

Our advice is professional opinion based on information reasonably available to us at the time, including manufacturer publications, distributor data, market sources, and our experience. The components market changes constantly: pricing, availability, lead times, lifecycle status, and specifications change without notice, and third-party sources are sometimes incomplete or inaccurate.

We therefore do not guarantee: the accuracy, completeness, or currency of third-party information; that any component will be available, in stock, authentic, or delivered at any particular price or schedule; that any suggested alternative will be form, fit, and function equivalent in your application; that any supplier will perform; or that any commercial outcome, saving, or result will be achieved. Recommendations are not a warranty of the components themselves and do not replace your own qualification, testing, and inspection.

Our advice is not legal, tax, customs, export-control, or regulatory-compliance advice.

12 Regulatory compliance and export controls

You are responsible for compliance with all laws applicable to your products and procurement, including import and export controls, sanctions, customs, safety, environmental (including RoHS and REACH), and industry-specific requirements.

You confirm you will not use the Services in connection with any activity prohibited by Canadian, US, or other applicable export-control or sanctions law, and that neither you nor your end use is subject to sanctions or restrictions. We may decline, suspend, or discontinue any Engagement we believe may involve such a breach, or any application (including military, aerospace, nuclear, medical, or life-support uses) for which we consider our advice unsuitable, at any time and without liability, and fees for work performed remain payable.

13 Disclaimers

The Site and Services are provided "as is". To the fullest extent permitted by law, and except as expressly stated in these Terms, we exclude all warranties, conditions, and representations, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Our sole warranty is that the Services will be performed with the reasonable care and skill of a competent provider of similar services, and Section 7 states your sole remedy for breach of it.

We do not warrant that the Site will be uninterrupted, secure, or error-free, and we are not responsible for third-party websites, databases, or suppliers referenced. Nothing in this section limits any warranty or right that cannot lawfully be excluded under Québec law.

14 Limitation of liability

To the fullest extent permitted by law, we are not liable for indirect, incidental, special, consequential, or punitive damages, or for loss of profit, revenue, production, goodwill, business opportunity, anticipated savings, recall or rework costs, or data, however caused, even if advised of the possibility.

Our total aggregate liability arising out of or relating to an Engagement, the Services, or the Site, whether contractual, extra-contractual, or otherwise, will not exceed the fees actually paid by you for the specific Engagement giving rise to the claim.

You must notify us in writing of any claim promptly, and in any event within sixty (60) days of the date you knew or ought reasonably to have known of the facts giving rise to it. Failure to do so, to the extent it prejudices our ability to investigate or mitigate, reduces our liability accordingly.

These limits do not apply to gross negligence or intentional fault, bodily injury, or liability that cannot lawfully be limited under Québec law. You acknowledge that our fees are set in reliance on this allocation of risk and that we would not provide the Services without it.

15 Indemnity

You will indemnify, defend, and hold harmless Parts-IQ, its directors, officers, employees, and subcontractors from all third-party claims, damages, liabilities, and reasonable costs (including legal fees) arising from or relating to your use of our deliverables, your products or their sale, your procurement or design decisions, information you provided that was inaccurate or incomplete, your breach of these Terms, or your violation of any law — except to the extent caused by our gross negligence or intentional fault. We will notify you of any such claim and may participate in its defence with counsel of our choice at our cost; you may not settle any matter that imposes any obligation or admission on us without our written consent.

16 Term, suspension, and termination

These Terms apply while you use the Site and for the duration of any Engagement.

We may terminate or suspend any Engagement at any time on written notice. You may terminate an Engagement on thirty (30) days' written notice. Either party may terminate immediately for material breach uncured after fifteen (15) days' written notice, or on the other's insolvency.

On any termination, you must pay for all work performed to the termination date, all non-cancellable commitments and expenses incurred, and, where you terminate for convenience, any deposit paid is non-refundable. Sections 4, 5, 6, 8, 9, 10, 11, 13, 14, 15, 17 and 18 survive.

17 Governing law and disputes

These Terms and any Engagement are governed by the laws in force in the Province of Québec and the applicable federal laws of Canada, without regard to conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

The parties will first attempt resolution in good faith between senior representatives. Failing resolution within thirty (30) days, the courts of the judicial district of Montréal, Québec, have exclusive jurisdiction, and both parties irrevocably consent to that jurisdiction and waive any objection based on forum. Nothing prevents either party from seeking injunctive relief to protect confidential information or intellectual property in any competent court. Each party waives any right to participate in a class or collective proceeding.

18 General

We are independent contractors; nothing creates a partnership, joint venture, employment, or agency relationship. You may not assign these Terms or any Engagement without our written consent; we may assign or subcontract freely, provided we remain responsible for subcontracted work.

Neither party is liable for delays caused by events beyond its reasonable control, including natural disasters, war, labour disruption, supply chain failure, government action, pandemic, cyber-attack, or failure of telecommunications or utilities.

If any provision is unenforceable, it will be limited or severed to the minimum extent necessary and the rest remains in effect. Failure to enforce is not a waiver. Notices to us: info@parts-iq.net or our registered address; notices to you: the address you last provided. These Terms, the applicable Engagement, and our [Privacy Notice](#) are the entire agreement and supersede prior discussions.

The parties have expressly requested that these Terms and all related documents be drawn up in English. Les parties ont expressément demandé que les présentes conditions et tous les documents qui s'y rattachent soient rédigés en anglais.

19 Contact

info@parts-iq.net, or Parts-IQ, 7770 17e Avenue, Suite 101, Montréal, Québec H2A 0A4, Canada.