

# CANFOLD INDUSTRIES LTD.

## TERMS AND CONDITIONS

### 1. Your Acceptance

By using and /or visiting the [www.canfold.com](http://www.canfold.com) website (otherwise referred to as the Website, us, we, or our), you hereby agree to these terms and conditions. If you do not agree to these terms, then please do not use the Website. The Website is the property of **Canfold Industries Ltd.** These terms and conditions apply to your use of this website, including any orders that you place. Please read these terms carefully before using this website. These terms and conditions do not affect your statutory rights.

### 2. Security

If you decide to register with the Website, take care of your account by never sharing your user details with anyone and selecting a password unique to this site. Each registration is for a single user only. The Owner will under no circumstances be liable for any losses caused by any unauthorized use of your account. Please note that you may be liable for any losses suffered by the Owners or others due to such unauthorized use.

For further information please read our Security page on the Website.

### 3. Privacy

Other than personally identifiable information which is covered separately in our 'Privacy policy' posted separately on the Website, any material you transmit or post to the website shall be considered non-confidential or non-proprietary. We shall have no obligation with respect to such material. We, and our designers, shall be free to copy, disclose, incorporate and otherwise use such material and all data, images, text and other content embodied therein for any and all commercial or non-commercial purposes.

### 4. Access to the Website

We will try to ensure that the Website is available 100% of the time for our customers. However, we shall not be liable if the Website is unavailable at any time and for any period, irrespective of reason.

### 5. Copyright and Database Rights

Unless otherwise stated, the copyright and other intellectual property rights for all materials on the Website are owned by **Canfold Industries Ltd.** You may download and print extracts from this website for your personal, non-commercial use. Any use of extracts of the Website for any other purpose is prohibited.

Any rights not expressly granted in these terms are reserved.

### 6. Payment

We accept Visa and Mastercard credit cards and Maestro, Visa debit, debit cards.

## **7. Placing an order**

When you place an order through the Website, we will send an email to confirm that we have received the order. All orders are subject to these terms and conditions.

We cannot accept an order until payment has been received in full for all products and any related delivery charges.

Orders placed through the Website represent an offer to purchase a product. It is accepted for each product when we send you an email to confirm that the order has been received. We reserve the right to reject any order for any reason.

All orders are subject to stock availability. If we are unable to supply any products that you have ordered we will inform you as soon as possible. If we cannot fulfill the order we will refund any payments we have received from you as soon as possible and within 30 days.

## **8. Delivery**

Our delivery procedure is set out in our separate document 'Delivery and Collection'. However, it is the responsibility of our customers to follow this procedure and the checking process, for damage reporting, required by our carriers when arriving at the site. Please read the 'Delivery and Collection' we provide on the Website carefully.

All deliveries are to a single address as provided by you and if this is not the correct address we reserve the right to charge for re-delivery. All deliveries must be signed for by a person over the age of 18.

Should we try and fail to deliver on the proposed delivery date because there is no one available to take delivery, then we reserve the right to charge for any further attempted deliveries, transportation charges or storage charge which we incur as a result.

**We recommend that you do not book fitters until your order has been received and checked.**

Delivery times are estimates. Every effort will be made to meet the outline delivery schedule but shall not be responsible for any failure to deliver ordered products within these time frames.

## **9. Changing your agreed delivery date**

Once a delivery date has been booked and agreed with you this can be changed if we are notified by you, up to 5 working days prior to the agreed delivery date. If we are notified after this time and a change to the delivery date is required by you, the goods may have already left our premises and we will have to charge \$ 200 to re-schedule the delivery. This payment will be required prior to re-arranging the delivery date.

## **10. Pricing**

All prices are exclusive of taxes at the prevailing rate. Our site contains a number of products, and it is always possible that, despite our best efforts, some of the products listed may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that where a product's correct price is less than our stated price or higher than our stated price we will contact you for instructions before dispatching the product.

All prices are subject to change without prior notification. We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you an order confirmation email.

## **11. Guarantees**

We provide guarantees on many of our products where stated or our guarantee logo appears. Please take time to read and understand the guarantee, which is posted on the Website. Our guarantees are linked and combined to following the procedures and recommendations in our assembly and installation instructions, care and maintenance procedures. These can be downloaded, printed or read on the Website. All purchasers should read these documents prior to receipt of delivery in order to fully understand the requirements the requirements and terms.

## **12. Cancellation and returns**

Please refer to the document ‘Cancellation, returns and refunds’ posted on our Website.

## **13. Limitations of Liability**

Nothing in these terms shall exclude or in any way limit the Owners liability for fraud, or for death or personal injury caused by negligence, or any other liability to the extent such liability may be excluded or limited as a matter of law. The Owner will not be liable for any loss of actual or anticipated income or profits, loss of contract or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known. Subject to the aforesaid, the Owners maximum aggregate liability under or in connection with this agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed \$ 1,000 CAD.

For the avoidance of doubt, the Owner shall not be liable in any way for user submissions for the defamatory, offensive or illegal conduct of any third party.

The Website is controlled and offered by the Owner in Canada. The Owner makes no representations and gives no warranties that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own risk and are responsible for compliance with any local laws.

## **14. Indemnity**

You agree to defend, indemnify and hold harmless the Owner, its directors, employees and agents, from and against any and all claims, damages, losses, liabilities, costs or expenses (including but not limited to legal fees) arising from:

(i) your use of and access to the Website; (ii) your breach of any of these terms; (iii) your breach of any third party right; (iv) any claim that any one of your submissions caused damage to a third party. This indemnity shall survive your use of the Website.

## **15. Disclaimer**

All sizes quote are approximate. Imagery used on the Website is for illustrative purposes only. The colour and appearance of actual products may differ from those items shown on the Website.

We cannot and do not guarantee that any material available for downloading from our website will be free from infections, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements.

## **16. Assignment**

These terms and any rights of licences granted hereunder may not be transferred or assigned by you.

## **17. General**

We reserve the right to make changes to these terms and conditions in the future. Any changes will be posted to the site and will take effect immediately. You should therefore, read the terms and conditions each time you access this website.

The Website, its contents and any contracts formed as a result of its use shall be governed by and construed in accordance with Canadian law and shall be subject to the exclusive jurisdiction of the Canadian courts.

Canfold Industries Ltd.  
P.O. Box 3074  
Courtenay, B.C.  
V9N 5N3

Phone: 1-800-CANFOLD (1-800-226-3653)  
or email [info@canfold.com](mailto:info@canfold.com)