



MAILLOT ENTERPRISES INC.

## Maillot Enterprises Inc. Terms & Conditions

The terms and conditions set out in this document outline the contractual agreement between you, the person using this website (“maillotenterprises.com”) and or viewing any marketing material (“social media platforms”, “advertisements”, “email marketing”) and Maillot Enterprises Inc. (“MEI”, “we”, “us”, “our”). These terms and conditions pertain to your use of the website and the viewing of any marketing material owned by us. By visiting the website, placing an order, or viewing our marketing material you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions do not visit our website or view our marketing material. We recommend that you print a copy of these terms and conditions for your records.

### PRICING

We make it a practice to keep the prices of our products low and at a point where they remain competitive in the market. However, prices may change without notice due to external factors. These Factors can include, but are not limited to, economic factors, international trade policies, supply & demand. Prices listed do not include shipping, taxes, and handling fees and will vary based on your location and order. Prices may vary on an individual account basis. For example, accounts under contract may have agreed to an MOQ (minimum order quantity) per month at a pre negotiated price. Maillot Enterprises Inc. reserves the right to adjust and/or modify prices at any time without notice. Sales tax is applied based on the location in which you make the purchase. All taxes are applied unless a sales tax exemption certificate has been provided to us.

### PAYMENTS

For purchases made through our website, maillotenterprises.com, we can accept Visa, Mastercard, AMEX, Diners, Discover, and JCB. Payment is collected immediately upon you reviewing your order and clicking "submit" at checkout. We can also process your order over the phone and accept Visa, Mastercard, and Discover. For net 30 account holders we can also send you an invoice via email and/or postal to be paid within 30 days either by cheque addressed to the address specified on the invoice, or by credit card. Canadian businesses wishing to become net 30 account holders must complete and submit a [credit application](#). Please [contact us](#) if you operate outside of Canada. Invoices outstanding that have not been paid within 30 days of receipt are subject to a 2% finance charge. We reserve the right to withhold any further orders until payment has been cleared. Net 30 account holders may be eligible for special pricing based on a discount or predetermined price agreed upon by them and a representative of Maillot Enterprises Inc. To take advantage of these discounts or special prices, the order must be submitted either by phone or email and cannot be placed through our website's store checkout. The same procedure applies to someone receiving a volume discount on a specified product or products. In this case, payment must be made by credit card before the order ships if the person/business is not a net 30 account holder. If they are a net 30 account holder regular invoicing procedures, as stated earlier, apply. In any instance where a payment is being made by credit card, you hereby authorize Maillot Enterprises Inc. to charge the applicable card the full amount payable for your order and you represent and warrant that you are the cardholder of the applicable card. If your card is rejected by the card issuer, your order will not be shipped, and Maillot Enterprises Inc. will have no obligation to fulfill your order.



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## **SHIPPING & PICK UP POLICY**

Unless instructed otherwise, we utilize a carrier of our choice to ship prepaid and then invoice you for the charges. Orders for stocked items placed before 3 pm (PST) are shipped same day, non-stocked items are marked on the product page of the specific item(s). The standard shipping method on all orders is "standard ground". The standard delivery time for orders designated for Canadian and US addresses is 3-5 business days. For all other orders that are going to an address outside of Canada or the US, standard delivery time is 7-10 days. These times are estimates and it is not uncommon for delivery time to be much shorter. In special cases delivery time may be longer. Shipping is not carried out by one specific carrier but instead determined on a per order basis. We determine which carrier to use based on factors including your location, shipping rate, and delivery time. However, we have used UPS as a basis to determine our shipping rates shown on our website's checkout page. These shipping rates may not be applicable to orders placed outside of the website and shipping charges of this nature may be more or less. Those wishing to use a carrier of their choice must call or email their order in. If you wish for MEI to fulfill an order using a different method (e.g. next day air) please specify on the "cart page" under the "PO/Instructions" tab or call/email it in. Additionally, we offer pick up from our head office in Delta, British Columbia. Orders designated for pickup must also be called/emailed in. Picking up an order may lower shipping costs or remove them entirely determined by the order (e.g. stocked vs non-stocked). Please note that lead times for pick up vary and you will be notified once your order is ready for collection. It may not be a shorter lead time than an order placed through the website's store.

## **OFFERS**

Product offers are found throughout our website on select products. These offers are available via coupon, based on the list price, and can not be applied to special pricing (e.g. bulk pricing, account pricing, etc.).

## **RETURN/REFUND POLICY**

MEI offers a risk-free shopping experience. Should you be unsatisfied with a product(s) return it within 30 days of delivery and we will refund you a sum equal to 100% of the order dollar amount. You will be responsible for return shipping charges if there are any. If an order that is being returned included an "offer", the offer must be returned as well for a full refund even if the order consisted of multiple products and only one product is being returned. Products being returned (including offers) must not be damaged, in their original packaging, and if a product consists of multiple components (e.g. Spill kits) all of these components must also be present in their original packaging and undamaged. Special items such as custom items may not be eligible for a refund.

MEI will issue a full refund free of any charges (including shipping) in the following circumstances:

- A product(s) is damaged while in transit to you.
- A product(s) becomes defective or damaged due to the manufacturing process of the product(s)
- A product(s) becomes defective or damaged due to MEI handling

If a product is damaged during transit, you must notify MEI within 2 days of delivery. Document the specific damage. Photos of the damage can help. Request the carrier to send you an inspection report



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relating to the shipment in question. Forward the report, your MEI order number highlighting the damaged products, and the documentation of the damage to us at [info@maillotinc.com](mailto:info@maillotinc.com). We will file a claim for you, and we will replace your damaged product(s) free of charge.

## **EMAIL MARKETING**

Throughout [maillotenterprises.com](http://maillotenterprises.com), you will find email subscribe boxes where it is possible to sign up to the MEI mail list by inputting your email. We use these boxes as a means to send you new deals, offers, and information relevant to you and/or your business that we believe you would find beneficial. Each email sent to your inbox includes a “unsubscribe option” should you wish to opt out of receiving marketing emails from us. However, upon submitting an email subscribe form, checking an email subscribe box, and/or checking an “I agree to the terms & privacy policy” checkbox, or by contacting Maillot Enterprises Inc. through Maillot Enterprises Inc. you are giving Maillot Enterprises Inc. and its affiliate companies expressed authorization to email you until such time as you request to be unsubscribed.

## **OWNERSHIP OF MATERIALS, TRADEMARKS, AND COPYRIGHT**

The information contained on [maillotenterprises.com](http://maillotenterprises.com) and any other marketing material owned by Maillot Enterprises Inc. including all images, designs, logos, photographs, text and other materials (the “contents”) are copyrights, trademarks, or other intellectual property owned or licensed by Maillot Enterprises Inc. or its affiliates, or are the property of their respective owners. The contents of the marketing material and the site may not be copied, republished, downloaded, transmitted, mirrored or reproduced without the prior written permission of Maillot Enterprises Inc. or the applicable copyright owner. You may only view marketing content distributed by Maillot Enterprises Inc. You may only use the website and to view its content, contact Maillot Enterprises Inc., and place an order. All rights not expressly granted are hereby reserved by Maillot Enterprises Inc. and its licensors.

## **LINKS**

Throughout our website or marketing material, we may, at times, provide links to third parties and their websites. We provide these links only as a way of providing you with additional information or as a convenience to you. We do not take responsibility for or endorse the contents of third parties and links linking to them. We hold no responsibility for any action taken by you on a destination accessed by a link on our website or marketing material. It is up to you to educate yourself on any third party and their terms & conditions.

## **APPLICABLE LAW**

Our website, [maillotenterprises.com](http://maillotenterprises.com), is operated by us from our offices in British Columbia, Canada. It can be accessed by anyone in Canada as well as anyone in any other part of the world. Each of these places may have laws differing from those within British Columbia. Having said this, by accessing our website or by viewing our marketing material, you agree that your use of it and these terms and conditions, without regard to conflicts of laws principles, will be governed by the Province of British Columbia, Canada and the laws that it abides by.



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## **ENTIRE AGREEMENT**

These terms and conditions constitute the entire agreement and understanding between the customer and Maillot Enterprises Inc. concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto, including any oral statements made by Maillot Enterprises Inc. representatives or any alternate terms supplied by you to Maillot Enterprises Inc. unless otherwise agreed to by Maillot Enterprises Inc. in writing. To the extent that anything in or associated with site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.

## **LANGUAGE**

It is the express wish of the parties that these terms and conditions and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. Es un deseo expreso de las partes que estos términos y condiciones y todos los documentos relacionados se redacten en inglés. 各方明确表示希望这些条款和条件以及所有相关文件以英文撰写。

## **LIMITATION OF LIABILITY**

The hosting of our website is provided to us by our supplier. This supplier performs and has their own maintenance, preventative, and emergency procedures in relation to the functionality of our website and the data that it holds. We will not be liable for any interruptions, loss of data, loss of profit, service interruptions, delivery delays, non-deliveries, or mis-deliveries as a result of our website failing or becoming unfunctional due to our supplier failing to perform these said procedures or by circumstances outside of our control.

## **SURVIVAL**

The following paragraphs will survive the cancellation of your order: Ownership of Materials, Trademarks and Copyright; Limitation of Liability; Returns; Warranties; Payment Terms; Applicable Law, Entire Agreement, Language and Survival.