

Union Lighting policies document

TERMS AND CONDITIONS OF SALE - CANADA

Union Lighting policies

1. Definitions

"Seller" means Union Lighting, whose registered office is at 550 rue Montpellier , Saint-Laurent, Quebec, Canada H4N 2G7

"Buyer" means the person who purchases Goods from the Seller.

"Faulty" means containing a fault or defect, imperfect or defective, and "Fault" has a corresponding meaning.

"Goods" means the goods or services which the Seller sells to the Buyer.

"Order" means the Buyer's offer to purchase Goods from the Seller, as submitted by the Buyer to the Seller via the Order page on the Website.

"Order Confirmation" means the Seller's written confirmation that it will sell Goods to the Buyer in accordance with an Order from the Buyer.

"Purchase Price" means the price to be paid by the Buyer for the Goods, as set out in the Order Confirmation, and any applicable sales, use, excise, goods and services / harmonized and other taxes, freight, shipping and handling.

"Sales Event" means the time period which begins at such time and date determined by the Seller where the Seller advertises a particular Good on the Website or otherwise and is accepting Orders for such Good, and ending on the time and date determined by the Seller where the Seller stops accepting Orders for such Good.

"Special Conditions" are any terms and conditions imposing additional restrictions, obligations and/or conditions on any Orders that are set out in the Order Confirmation.

"Terms and Conditions" means these terms and conditions of sale, the Order Confirmation, including any Special Conditions and any policy referred to herein.

"Website" means unionltg.com and all pages on the website.

2. Basis of Sale

1. To submit an Order, the Buyer must register for an account with us.
2. By submitting an Order, the Buyer acknowledges to have read these Terms and Conditions and is bound by them.
3. These Terms and Conditions and any document referenced herein form the entire agreement between the parties for the Ordering and the purchase and sale of Goods. The parties expressly exclude any other terms, including any terms and conditions which the Buyer may purport to add to any Order or other document. To the extent that any provision in Buyer's Order or other document purports to supplement, amend or delete any provision in these Terms and Conditions, such provisions shall be deemed to be void, excluded and are not binding on the Seller.
4. Any variation of these Terms and Conditions by the Buyer will only bind the Seller if agreed in writing between authorized representatives of the Seller and the Buyer and further provided that such writing specifically references this Section of these Terms and Conditions.
5. The Seller's employees are not authorized to make any representations, warranties or conditions concerning the Goods unless confirmed by the Seller in writing. The Buyer acknowledges that it does not rely on representations concerning the Goods which are not confirmed in this way.

Union Lighting policies

3. Orders and Acceptance

1. Buyer may submit an Order to Seller during a Sales Event. Seller has the sole discretion to determine the beginning, duration and end of all Sales Events. Seller may terminate a Sales Event at any time, in its sole discretion.
2. All Orders are subject to acceptance by the Seller, evidenced as the Seller issuing an Order Confirmation. The Buyer's Order constitutes an offer to purchase Goods at the Purchase Price in accordance with these Terms and Conditions, and is not binding on the Seller unless and until the Seller has issued an Order Confirmation. The Buyer may cancel an Order, even if an Order Confirmation has been received, prior to the end of the Sales Event. The Buyer cannot cancel an Order for any reason after the end of the Sales Event.
3. The Seller reserves the right to reject the Buyer's Order in whole or in part without any liability to the Buyer, for any reason or for no reason, as determined by the Seller in its discretion, including if the Goods are unavailable due to unforeseen circumstances (including Orders exceeding reasonably anticipated demand), or are in imperfect condition at the expected time of shipment.
4. The Seller may reject or cancel an Order for which an Order Confirmation has been issued for the following reasons:
 1. The advertised price and/or Purchase Price on the Website, the Order and/or the Order Confirmation is incorrect due to a typographical error, failure to update, or inaccurate information received by the Seller from any person, including the Buyer or for any other reason;
 2. Orders received by the Seller for a particular Good exceed the Seller's reasonably anticipated demand;
 3. The description of the Goods on the Website, the Order and/or the Order Confirmation is incorrect due to a typographical error, failure to update, or inaccurate information received by the Seller from any person or for any other reason. All content on the Website, including any descriptions, specifications, drawings or prices of the Goods, is published for guidance only. The Buyer acknowledges that such information is provided to the Seller by third party manufacturers and that the Seller is not liable for mistakes in such information. Seller's sole remedy in such event is to return the Goods in accordance with the return procedure set out below.
5. In the event of a rejection or cancellation as set out in Sections 3.3 or 3.4, the Seller has no liability or obligation to the Buyer whatsoever, including any obligation to source an alternate supplier of the Goods, find a replacement Good, and/or pay any consideration to the Buyer.
6. The Seller may make minor modifications / substitutions in the design and specification of the Goods at any time without notice to the Buyer, even if an Order Confirmation has been issued. In the case of material modifications to the Goods, the Seller shall notify the Buyer of such material modifications. The Buyer may accept or reject the Good as modified within 48 hours of the email being sent by the Seller. If the Seller has not received a response from the Buyer within this time period, the Seller will refund the Purchase Price as per the original payment method(s) and cancel the purchase of the modified good(s), even if an Order Confirmation has previously been issued.

Union Lighting policies

4. ADVERTISED PRICE,PAYMENT,CURRENCY AND SHIPPING

1. All advertised prices shown on the Website are exclusive of applicable sales, use, excise, goods and services / harmonized and other taxes, freight, shipping and handling. Any such fees and charges that are charged to or collected by the Seller are added to the advertised price, as shown in the Order Confirmation and are the responsibility of the Buyer.
2. If the Goods are shipped to a location outside of Canada and the United States, there may be additional export/import duties, tariffs, charges, taxes and other fees which are levied on the Goods. The Buyer is responsible for payment of any such amounts. Please note that the Seller has no control over these amounts and cannot predict how much they will be. Please contact your local customs office for further information before placing your order.
3. The Buyer will pay the Purchase Price in accordance with the procedures set out in the Seller's website.
4. Payment is made by credit card. The Seller will charge the Buyer's credit card immediately upon acceptance of the Order and issuance of the Order Confirmation.
5. The Buyer may redeem any existing credit on the Buyer's account towards the price of the Good, but not any applicable sales, use, excise, goods and services / harmonized and other taxes, freight, shipping and handling, provided that credits for Goods previously returned by the Buyer and accepted by the Seller may be applied towards the cost of freight, shipping and handling. All credits must be redeemed prior to the Buyer submitting the Order.
6. All prices shown are in Canadian dollars. Buyers in Canada will be charged in Canadian funds. All other Buyers are responsible for any variations and fluctuations in the exchange rate between Canadian dollars and Buyer's local currency and any exchange fees charged by Buyer's credit card company.

5. Delivery

1. The place for delivery of the Goods will be set out on the Order Confirmation.
2. Any dates quoted for delivery of the Goods are estimates only. Time for delivery will not be of the essence and the Seller will not be liable for any loss or expenses sustained by the Buyer arising from any delay in the delivery of the Goods howsoever caused.
3. In the event that the quantity of Goods delivered is less than the quantity of Goods as indicated on the accompanying invoice or bill of lading, the Buyer shall accept the Goods delivered, shall note the shortage on the carrier's bill of lading, if possible, and shall notify the Seller of the shortage as set out in Section 5.5. For clarity, the Buyer may not reject the Goods or any part of them solely on the grounds of short delivery of an Order. The Buyer shall pay for such delivered Goods as if it was a delivery of an Order in installments (see Section 5.5).
4. If the Goods are alleged to be damaged on delivery, a description of the alleged damage or Fault must be given in writing to the carrier at the time of delivery, if the alleged damage or Fault is obvious upon receipt. The Buyer must notify the Seller of the damage as set out Section 5.5.
5. The Buyer must notify the Seller of any short delivery or Goods damaged in delivery, in writing, within three (3) days of delivery. If the Buyer fails to do so within this time, the Goods are deemed to be delivered in good condition and in the quantities set out on the invoice and/or bill of lading. In each case, the notification must include the invoice number, Order Confirmation number, delivery note number and details of the claim. In the case of a valid claim for damaged Goods, the Seller may, in its sole discretion, replace the Goods (or the part in question) or refund to the Buyer the Purchase Price (or an appropriate proportion of the Purchase Price) exclusive of import/export or customs duties, tariffs, charges and/or other charges, as per the Buyer's original method(s) of Purchase. Damaged Goods must be returned to the Seller. In the case of a short shipment, other than a shipment that has been partially cancelled pursuant to Section 3.4, the Seller shall

Union Lighting policies

deliver the outstanding portion of the Order. In either case, the Seller will thereafter have no further liability to the Buyer for the short shipment or damaged Goods.

6. The Seller reserves the right to make delivery of the Goods by installments, without notice to the Buyer.
7. If the Buyer fails to take delivery of the Goods, the Seller may pursue any remedy legally available, including either or both of the following:
 1. The Seller may store the Goods until actual delivery is effected and charge the Buyer for the cost (including insurance) of storage, together with any other reasonable incidental costs; and/or
 2. sell the Goods at the best price readily obtainable by the Seller and (after deducting all storage and selling expenses) charge the Buyer for any shortfall below the Purchase Price.
8. The Buyer must advise the Seller in advance, in writing, of any requested alteration, cancellation or deferral of delivery, which the Seller may accept or reject at its discretion. The Seller reserves the right to make a charge (which will not normally be less than 25% of the selling price of the Good altered, deferred or cancelled).
9. Goods may not be returned to the Seller except as provided in Sections 7 and 8 below.

6. Risk and Property

1. Risk of damage to or loss of the Goods will pass to the Buyer on delivery at the address set out in the Order Confirmation.
2. In the case where no signature or other proof of receipt is required by the carrier, all such Orders reported as delivered by the carrier shall be deemed to be delivered to and received by the Buyer. The Seller is not responsible for any lost or stolen Orders; the Buyer is solely responsible for selecting a secure delivery location.
3. In the case where a signature or other proof of receipt is required by the carrier upon delivery, any signature on that document, or other proof of receipt, will constitute conclusive evidence of delivery of the Order to the Buyer.

7. Product Returns

1. The Buyer shall have the right to return Goods in the following circumstances:
 1. for any reason, within two (2) days beginning on the day after the Buyer receives the Goods, provided that this 2-day return period does not apply to:
 1. Goods that cannot be accepted for return due to hygienic reasons (such as, but not limited to, pillows, blankets, fabrics and bathroom accessories);
 2. Goods that have been made to the Buyer's specifications or personalized (i.e. custom goods);
 3. Goods that been assembled or installed by or on behalf of the Buyer, in whole or in part;
 4. Goods that, by their nature cannot be returned, or are liable to deteriorate or expire rapidly; and
 5. Goods that are sold during "clearance" or "blowout" sales.
 2. within seven (7) days of delivery in the case of Faulty Goods (other than damage that is or should have been apparent upon delivery, which is subject to the three-day (3) notification period set out in Section 5.5). Upon the Seller's confirmation that the Good is Faulty, the Seller will refund the Purchase Price as per the original payment method(s). However, this does not apply to Goods with a minor fault or defect, as determined by the Seller, that are capable of rectification, and are so rectified by the Seller at the Seller's cost. In the case of a minor fault or defect, the Seller may

Union Lighting policies

rectify the fault or defect by repair and/or a partial refund (as a Union account credit), as determined by the Seller.

2. Notice of the Buyer's wish to return the Goods must be made in accordance with the notice provision in Section 11.2 below. The return package must be postmarked within the return periods noted above.
3. The Buyer must comply with the return procedure in Section 8 to obtain a UNION account credit. Failure to comply with such procedure will result in the Goods being rejected and returned to the Buyer.
4. All Goods returned by the Buyer to the Seller must be the original Goods as delivered to the Buyer, in their original, undamaged packaging and must be in an unused condition (except only in the case of Goods which have been discovered to be Faulty).
5. Under no circumstances will the Seller accept any returned Goods, even if Faulty, that have been tampered with, modified or replaced or switched with counterfeit and/or different products, in whole or in part, as determined by the Seller in its discretion. In such event, the Seller may reject the refund claim, retain the returned products, notify local law enforcement agencies in the Buyer's jurisdiction and/or pursue civil remedies against the Buyer.
6. In the event that any return does not comply with these Terms and Conditions, the Seller reserves the right to refuse either all or some of the UNION account credit which would otherwise be due in respect of such returned Goods.

8. Procedure for Returned Goods

1. All returns must be made by completing the Returns Authorization form that can be found under Section 7.2.
2. Provided that the Buyer has complied with these Terms and Conditions with respect to any returned Goods, the Seller shall issue a refund of the Purchase Price exclusive of any import/export or customs duties, tariffs, charges and/or other charges, subject to subsections 8.3 and 8.4 below). Refund shall be made by the issuance of a store credit to the Buyer's UNION account, other than for returns of Goods damaged on delivery or Faulty, in which case the Seller will refund the Purchase Price as per the original payment method(s). This provision of a UNION account credit is the Buyer's sole remedy for dissatisfaction with the Goods, including any claim that the Goods are Faulty.
3. In the case of cancellation under Section 7.1.1 above, the Buyer is responsible for the costs of freight, shipping and handling and insurance to return the Goods to the Seller. If this is paid by the Seller, the Seller may deduct such amounts from any UNION account credit due to the Buyer (or to charge the Buyer, as the case may be).
4. In the case of cancellation under Section 7.1.2 above, the Seller shall be responsible for freight, shipping and handling (including initial and re-delivery charges (if any)) in respect of the Goods, and shall refund the Purchase Price exclusive of any import/export or customs duties, tariffs, charges and/or other charges.

9. Warranties

The only express warranties that apply to the Goods are those issued by the respective manufacturer, if applicable. Such warranties, if applicable, are exclusive and to the maximum extent permitted by law, the Seller expressly excludes all other warranties, representations, guarantees or conditions of any kind, including any statutory, oral, written, express or implied, and any implied warranty of merchantability or fitness for a particular or general purpose.

10. Limitation of Liability

1. Except as provided in Section 10.2, the Seller, its agents, employees, subcontractors and suppliers will not be liable to the Buyer for any indirect, incidental, special or consequential loss or damage, any loss of profit,

Union Lighting policies

loss of opportunity or revenue, or other claims for compensation whatsoever directly or indirectly arising out of or in connection with these Terms and Conditions, including any Order or Order Confirmation, including any failure or delay in performing any obligation hereunder, and/or including with the sale of the Goods or their use by the Buyer. Nothing in this Section 10.1 shall limit or exclude any liability of the Seller for death or personal injury caused by the Seller's negligence.

2. The liability of the Seller, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of the Seller's obligations in connection with these Terms and Conditions, including any Order or Order Confirmation, including any failure or delay in performing any obligation hereunder, and/or including with the sale of the Goods or their use by the Buyer, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the Purchase Price (excluding applicable sales, use, excise, goods and services / harmonized and other taxes, freight, shipping and handling) for such Goods. Such amount shall be the Buyer's sole remedy, and the Seller's sole liability for such matters.
3. This limitation of liability shall prevail over any conflicting or inconsistent provision contained in any provision of these Terms and Conditions.

11. Notice

1. Any notice given or made under these Terms and Conditions will be in writing and delivered pursuant to Section 11.2 below.
2. A notice will be deemed to have been duly given or made as follows:
 1. if sent by personal delivery, including a nationally recognized courier (signature required upon receipt), upon delivery at the address of the receiving party;
 2. if sent by mail, five clear business days after the date of posting; or
 3. if sent by email, the first business day after mailing.

The foregoing time periods do not apply to emails sent by the Seller pursuant to Section 3.6 above, which notices shall be deemed to have been received immediately upon delivery. A "business day" means a day, other than a Saturday or a Sunday.

3. For the purpose of these Terms and Conditions, notices will be given to the Seller at its address set out in Section 1, for the attention of the Company Secretary. Notices will be given to the Buyer at the address to which the Goods have been delivered.
4. The Seller and the Buyer may notify each other of a change in their name, relevant addressee and address in accordance with this section. This notification will only be effective on:
 1. the date specified as the date on which the change is to take place; or
 2. if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any change has been given.

12. Governing Law and Jurisdiction

1. To the extent permitted by law and except if restricted or prohibited by law, these Terms and Conditions shall be governed by and construed in accordance with the laws of the province of Quebec and the federal laws of Canada applicable therein without giving effect to the choice of laws provision thereof.
2. Any and all disputes with respect to these Terms and Conditions shall be submitted to the Courts of Quebec, district of Montreal.

Union Lighting policies

3. The parties expressly exclude the operation of the United Nations Convention on Contracts for the International Sale of Goods.
4. These Terms and Conditions apply to the extent permitted by law and unless restricted or prohibited by law. The Buyer may have additional rights in its local jurisdiction that these Terms and Conditions cannot change. If any term or provision in the agreement is found to be void or unenforceable, including for reasons of being against public policy, by a court of competent jurisdiction, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified (including if the court elects not to do so for any reason), then the same shall be deemed deleted in its entirety, and the remainder of these Terms and Conditions shall survive with the said offending provision eliminated.
5. NOTHING IN THESE TERMS AND CONDITIONS SHALL OPERATE TO DENY OR LIMIT ANY RIGHTS OF, OR THE SELLER'S LIABILITY TO, ANY BUYER WHO IS A CONSUMER AS DEFINED PURSUANT ANY APPLICABLE LEGISLATION IN THE BUYER'S LOCAL JURISDICTION, WHICH RIGHTS SUCH BUYER MAY HAVE AT LAW. IN THE EVENT OF CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND ANY SUCH RIGHTS, THE LATTER SHALL PREVAIL IN FAVOR OF THE BUYER.

13. Intellectual Property

1. The Union Lighting logo, name, and other marks indicated on the Website are trade-marks and/or registered trade-marks of Union Lighting, Limited in the Canada, the United States and/or other jurisdictions. Unionltg.com's graphics, logos, page headers, button icons, scripts and service names are the trade-marks or trade dress of Unionltg.com. Unionltg.com's trade-marks and trade dress may not be used in connection with any product or service that is not Unionltg.com's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Unionltg.com. All other trade-marks not owned by Unionltg.com that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Unionltg.com.

14. The Buyer is the end user of goods

The Buyer agrees that all purchases are for personal use and will not be resold to other persons for any reason whatsoever.

15. Copyright Complaints

1. User acknowledges that Unionltg.com is a "Network service provider" under Bill-C60 and is therefore immune from liability under the Bill C-60. Consistent with the Bill C-60 Unionltg.com may accommodate standard technical measures used to identify and protect copyrighted works.

16. Miscellaneous

Union Lighting policies

1. No Waiver. If the Seller does not exercise a right or power when it is able to do so, this will not prevent it from later exercising that right or power. When it does exercise a right or power it may do so again in the same or a different manner. The Seller's rights and remedies are additional to and not in derogation of, any other rights and remedies it may have at law.
2. Headings. Condition and section headings are for convenience of reference only and shall not affect the interpretation of these Terms and Conditions.

17. Privacy

The Buyer consents to the collection, use and disclosure of the Buyer's personal information by the Seller and its third party providers and distributors in accordance with the terms and for the purposes set forth in the Privacy Policy at www.unionltg.com the terms of which are hereby incorporated by reference. The Buyer agrees that the terms of such policy are reasonable.

18. Emails and Telephone Calls

Union Lighting and its affiliates reserve the right to send you communications electronically either via email, via site postings, or via telephone messages. You agree that all notices, agreements, disclosures and other communications that are provided to you electronically or by phone satisfy any legal requirement that such communications be in writing. Should the user wish to stop receiving communications from the Seller, he may opt out at any time by clicking on the opt out link inside any one of our emails or:

- Emailing our Customer Service team at contact@unionltg.com or
- Calling our toll-free number at 1-800-558-6437 on weekdays, between 8AM - 8PM ET and weekends between 9AM - 6PM ET, or
- Mailing to:

Privacy Matters
c/o Union Lighting
8150 Decarie
Montreal, Quebec
H4P 2S8, Canada

19. Price Guarantee

60 Day Price Guarantee Protection Policy Terms and Conditions

If within 60 days of your purchase at www.unionltg.com, you find the identical product advertised for less by one of our competitors, we will match that price.

The 60 Day Price Guarantee Protection cannot be used in conjunction with any other coupon, pricing offer, manufacturer rebate, flash sales site pricing, closeout or clearance pricing, bulk quantity items or typographical print errors. Offer does not include wholesale, contract or manufacturer direct pricing or below wholesale cost pricing. Price adjustments are determined by the selling price of the item. Sales tax and shipping will not be included in the calculation. Union Lighting reserves the right to determine whether competitors' products and prices reflect a true and fair comparison. We also reserve the right to not sell any product below its cost. The low price guarantee does not include the freight cost of oversized shipments. Sorry, no dealers.

Please note that our low price guarantee applies only to the exact same item from the same manufacturer with the same options. Products must be factory firsts. The retailer must also be an authorized dealer of the product represented. The product must be a stock item, available for shipment, and not be on extended back order or

Union Lighting policies

production time. The price must be from a published source and/or you must have a written quote from a competitor. Union Lighting reserves the right to beat any price and limit quantities. Offer does not include wholesale, contract or manufacturer direct pricing or below wholesale cost pricing. "Same" is defined as an item of the same styling and product SKU, by the same manufacturer. Sorry, no dealers. Other restrictions and brand exclusions may apply.

To receive our Price Guarantee Protection, please collect the following information: the URL Web address of the competitor, your name and phone number, your order number, details of the product and the competitor's advertised price.