

## **MEDICART Website – Sales Conditions**

### **Terms and conditions**

Medicart asks that you carefully read all the terms and conditions that follow.

If you choose to proceed on this website without first reading our policies and general terms and conditions, you nonetheless agree to be bound by them in their entirety. If you disagree with these present conditions, we recommend that you leave our website immediately.

### **FUNCTIONALITY OF OUR ONLINE BOUTIQUE**

#### **ACCURACY OF INFORMATION**

Information contained in this website, including images, product descriptions, colours, prices and other information, is for illustrative purposes only. Medicart makes every effort to ensure the accuracy of the information presented. Any errors that may arise will be rectified quickly following verification/validation.

The presentation of products in our online boutique, at any given time, does not imply or guarantee that these products will be available at all times.

In the event of a warranted dispute regarding a specific order, Medicart reserves the right to refund the price paid by the customer within 48 working hours.

#### **GENERAL SALES CONDITIONS**

These general sales conditions govern the rights and obligations of all parties for sales carried out on this online boutique. They govern all the steps necessary for order placement and follow up. All orders and purchases carried out on this website are subject to the terms and conditions clearly stated on this website.

These conditions apply only to natural persons, 18 years of age and older. You can save or print out these general sales conditions. By visiting this website, you acknowledge and agree to abide by our terms and conditions.

Medicart reserves the right to adapt or modify, at any time, the present general sales conditions. We invite you to visit these pages from time to time to consult the legally binding conditions currently in effect.

In the event of modifications, the general sales conditions in effect on the day an order was placed will apply. In the event of a dispute regarding the legitimacy of an order or the terms of the transaction, Medicart will rely on computer records as proof to be used between parties.

#### **PAYMENT**

Final order validation takes effect after payment validation. It is very important for us that, when you enter your personal information during order placement, you pay special attention to the information provided. By confirming your purchase, you are bound to the purchase and to the accuracy of the address information provided on your shipping label. Please ensure the accuracy of your email address and billing/shipping address (e.g. apartment number, mailbox and telephone number). Medicart is not responsible for errors made by the customer, for delays in delivery, or for the unfeasibility of delivering the products ordered based on such errors.

Prices are listed in Canadian dollars. Medicart reserves the right to modify these prices in the event of an increase in fees, more specifically the QST and GST rates, and in cases of manifest error.

#### **RESPONSIBILITY**

Medicart retains ownership of the products ordered until the complete and full payment of the order. Once the order has been shipped to the customer, the latter becomes responsible for the product.

\*\*\* Medicart is not liable for damages of any kind, whether material, immaterial or corporeal, that may result from misuse of the products sold. \*\*\*

## **PRICE AND QUANTITY**

Product prices and availability are subject to change without notice. We make every effort to provide you with the most accurate information possible. However, for various reasons, additional fees may apply.

Discounts stipulated on certain items are valid while supplies last in our inventories. Please note that we process all orders on a "first-come, first-served basis."

Prices are listed in Canadian dollars. Please note that taxes and handling/shipping fees will apply to the price shown for each product.

## **TERMS OF PAYMENT**

For all products selected and placed in your online shopping cart, please note that Medicart will charge GST and QST for orders shipped within the province of Quebec. In addition to the price of the products, you must also pay a shipping fee whose amount will be specified on the order form before order confirmation.

Under Canadian law, your purchases will be taxed based on your shipping address. Quebec customers are charged GST and QST, while customers in Canada are only charged the GST. For the Maritime Provinces, the Harmonized Sales Tax (HST) applies.

The goods described in the sales document remain the property of Medicart until payment is made in full.

The current accepted method of payment is by credit card: Visa, MasterCard and American Express, which are processed using secure PayPal service. Final order confirmation takes place after payment validation.

Medicart reserves the right to cancel any order in the event of payment authorization refusal or credit card verification refusal by officially accredited bodies. This stipulation is also upheld if Medicart suspects fraudulent practices. Such cases will be reported to the appropriate authorities.

Once this step has been completed, we will email you a purchase confirmation (acknowledgment of receipt) including a summary of the items ordered and the shipping/ billing address.

## **ORDER TREATMENT**

Epidemra is committed to processing each order in a personalized manner and to fulfilling each order as quickly as possible. Our online boutique is operational at all times, Monday to Friday, except on the following statutory holidays:

January 1 and 2

Easter Sunday

June 24

July 1

Labour Day

December 25

For all orders, delivery (shipping) takes place on working days, i.e., Monday to Friday, excluding Saturday and Sunday.

When processing your order, the Epidemra sales team may need contact you by email. It is your responsibility to pay close attention to and verify any emails you receive. They may contain important information about your order.

Additionally, and for various other order-related reasons, a member of the Medcart sales team may also need to contact you sooner by telephone.

## **HYPertext LINKS**

Medcart's online boutique contains several hypertext links to third party websites. Please note that we have no control over these websites and are not responsible for their security practices, such as privacy, safety, and the content presented therein, as well as the proper functioning of such websites.

## **PRIVACY**

Epidemra respects your privacy and the safeguarding of your personal information.

By providing us with your personal information and contact information, you consent to our right to use, analyze and, when applicable, disclose such information for promotional purposes or for managing your orders on our website. It is important that you read this policy very carefully.

You have the right to access, rectify or delete any personal information about yourself, as well as the right to oppose the processing of such information, which you can do at any time by contacting our customer service department at [info@medicart.com](mailto:info@medicart.com)

Data collection:

When you visit our online boutique, Medcart collects information about you which is strictly necessary for the following activities:

- The transmission of information about our company and its activities and, with your consent, advertising or business prospecting
- The handling/fulfillment of orders you place on our website

Data recipients :

Medcart is the sole recipient of your personal information.

Medcart may transmit your personal information to a third party strictly to provide you with the service requested, or when we are required to do so by a judicial or other administrative authority.

Regarding the technical management for storing your personal information, your information is consolidated on central servers managed by our service provider located in Canada.

Data security and privacy :

Medcart makes every effort to implement all the necessary precautions to safeguard the privacy and security of the personal information we process, to prevent such information from being modified, damaged or destroyed, and to protect it against unauthorized access by third parties. However, Medcart cannot control all risks related to online activities and the Internet in general.

## **COOKIES**

Medcart's online boutique uses "cookies" to recognize your browser (the software you use to browse the Internet) when you visit our website. "Cookies" are small text files that are placed on your hard drive from our website. Among other things, they make it easier for you to navigate our website and help you avoid having to enter your password too often during a session. They are also used to help us provide you with a better service by allowing us to personalize the online content on our website. You can disable "cookies" at any time by changing your browser settings.

To disable cookies, please refer to your web browser's privacy settings.

## **CONTESTS**

From time to time, certain contests are held on the online boutique. By entering a contest, you automatically agree to consent with the contest's applicable rules and regulations.

## **OUR LIMITATION OF LIABILITY**

### **LIMITATION**

Medicart (online boutique) cannot guarantee that its services will operate without interruption or malfunction. Whenever possible, we will notify you of any upcoming/planned maintenance or website updates to minimize navigation difficulties. However, we are not responsible for the non-functioning of operational services or for temporary inability to access our website.

Medicart is not liable for the improper functioning of our online boutique caused by external factors: accessing our website using incompatible equipment, internal problems caused by service providers, or slow speeds due to heavy online traffic, among others.

Medicart also relieves itself from any and all liability caused by indirect damage stemming from viruses, piracy, loss of general data or registration data that a customer may have provided on our online boutique.

We assume responsibility for verifying and complying with all applicable laws governing the use of our online boutique, whether local, provincial, federal or international. We enforce the minimum age requirement of 18 years and older for all purchases made on our online boutique.

Shipping delays caused by shipping/courier/delivery companies do not entitle the customer to claim damages.

In all cases where products returned are found to be opened, used, incomplete, damaged or dirtied by the customer, or which are received outside the maximum seven days following issuance of a return number, the latter will not be accepted for return or exchange. No exceptions will be made.

In the event of a problem with our online boutique or any of its content, you accept that your sole remedy is to stop using this website.

## **INAPPROPRIATE MATERIAL**

The Medicart online boutique may contain, on occasion, links to third party websites. We stress that it is your responsibility to respect the proper use of these websites, as well as ours. You may not display or transmit any material that is illegal, threatening, defamatory, libelous, obscene, pornographic, offensive, or any material that constitutes or encourages any conduct that would be considered a criminal offense, giving rise to civil liability or otherwise violating the law. Medicart reserves the right, in its sole discretion, to deem it necessary to immediately remove such material from our website in addition to any remedy that we are entitled to implement. Use of our website is subject to the laws and authority of the courts in the Province of Quebec and the laws of Canada.

## **COPYRIGHTS**

Medicart's online boutique has been designed to introduce and showcase featured Medicart products and to provide an online shopping service for customers in more remote areas. This website contains texts, information, descriptions, images, content, videos and other material that are protected by trademarks and copyrights.

You may not modify, use or reproduce any of the information or material displayed on our website for public, commercial or other purposes, or which violate the right to privacy or other regulations outlined in this website.

Please note that any unauthorized use will result in swift consequences with regards to the disparaging activities committed by a customer and/or website visitor.