



Terms and Conditions of Use and Sale for Unna

The following Terms and Conditions apply to sales made through Unna.ca website only. Terms and Conditions for sales through other outlets may differ.

1. Interpretation

In these Terms and Conditions, the following words and phrases shall have the following meanings:

'Buyer' means the person, firm or company who purchases the goods from Unna.ca.

'Company' means Unna.ca.

'Contract' means the contract between the Company and the Buyer which shall incorporate these Terms and Conditions.

'Goods' means any goods agreed in the accepted order form to be supplied by the Company to the Buyer.

'Place of Delivery' means the place to which the goods are to be delivered.

The terms 'Company,' 'Unna,' and 'Unna.ca,' may be interchangeable in this document. They all mean Unna.ca.

In these Terms and Conditions, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

Conditions Relating to Your Use of Unna.ca

2. Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer to prevent unauthorized access to your account. You agree to accept responsibility for all activities that occur within your account or with your password. You should take all necessary steps to ensure that your password is kept confidential and secure and you should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner.

Please ensure that the details you provide us with are correct and complete, and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the 'My Account' area of the website.

Unna.ca reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

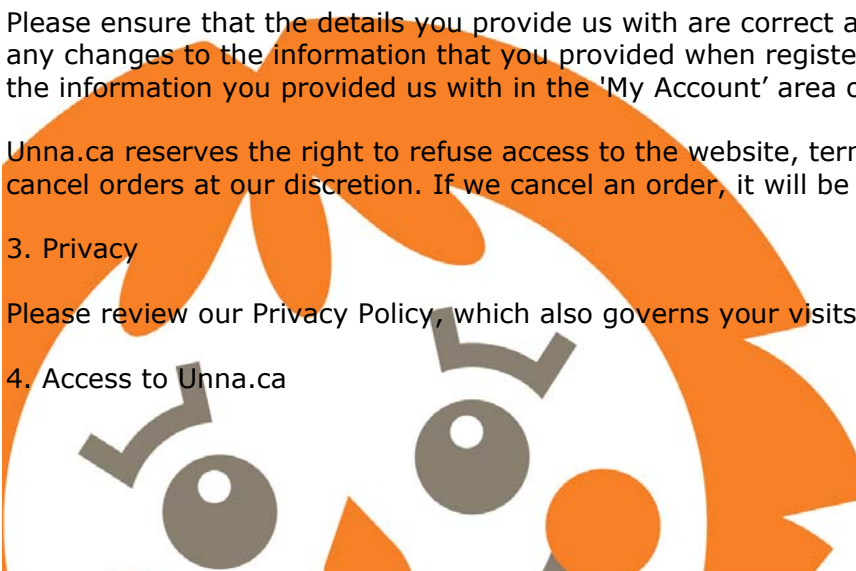
3. Privacy

Please review our Privacy Policy, which also governs your visits to Unna.ca, to understand our practices.

4. Access to Unna.ca

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In order to maintain website reliability and integrity, maintenance works may need to take place regularly. Such works may affect your site usage, and may interrupt your access to the website. We will do our best to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services.

5. License for website access

This site and its web content, which includes but is not limited to, text, photographs, icons and all other images, are protected by copyright. Any copying, reproduction or adaptation of such copyright works for commercial purposes is strictly prohibited unless prior written authorization is obtained from Unna.ca.

Unna.ca grants you a limited license to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with expressed written consent from the Company. This license does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; or any use of data mining, robots, or similar data gathering and extraction tools.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) of Unna.ca's without expressed written consent. You may not use any meta-tags or any other "hidden text" using Unna.ca's names or trademarks without obtaining written authorization from Unna.ca. Any unauthorized use terminates the permission or license granted by Unna.ca.

6. Your conduct

You must not use the website in a way that causes, or is likely to cause, the website, or access to it, to be interrupted, damaged or impaired in any way.

You understand that you, and not Unna.ca, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only.

You must not use the website for any of the following:

- For fraudulent purposes, or in connection with a criminal offence or other unlawful activity
- To send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam"
- To cause annoyance, inconvenience or needless anxiety

7. Reviews, comments, communications and other content

Users of this website may post reviews about the product listings, as long as the content is not illegal; obscene; abusive; threatening; defamatory; invading privacy; infringing intellectual property rights or otherwise injurious to third parties; objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. Unna.ca reserves the right (but not the obligation) to remove or edit any content.

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If you do post content or submit material, and unless we indicate otherwise, you grant Unna.ca a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Unna.ca the right to use the name that you submit in connection with such content, if we choose. You exercise your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to waive any of the above rights, including the execution of deeds and documents, at the request of Unna.ca.

You own or otherwise control all of the rights to the content that you post provided that, at the date the content or material is submitted to Unna.ca: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable Unna.ca policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify Unna.ca for all claims brought by a third party against Unna.ca or its affiliates, arising out of, or in connection with, a breach of any of these Terms and Conditions.

8. Defamation claims

Since Unna.ca lists thousands of products for sale on the website and hosts reviews submitted by customers, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, Unna.ca operates on a "notice and takedown" basis. If you believe that any content or advertised sale on the website contains a defamatory statement, please notify us immediately through the contact information found on our website. Once this procedure has been followed, Unna.ca will make all reasonable endeavours to remove the defamatory content within a reasonable time.

9. Copyright and database rights

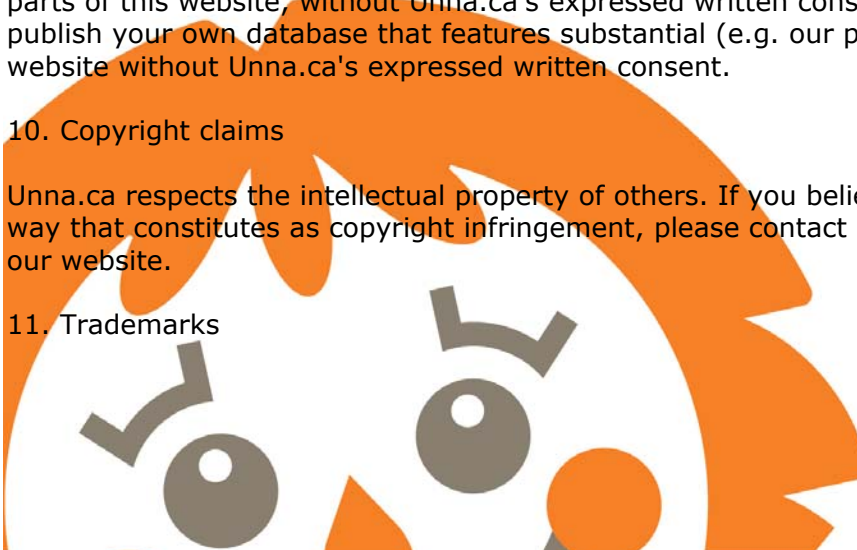
All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Unna.ca or its content suppliers, and is protected by International copyright and database right laws. The compilation of all content on this website is the exclusive property of Unna.ca and is protected by International copyright and database right laws. All software used on this website is the property of Unna.ca, or our software suppliers and is protected by International copyright laws.

You may not systematically extract and/or re-utilize parts of the contents of the website without Unna.ca's expressed written consent. In particular, you may not utilize any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilization of any substantial parts of this website, without Unna.ca's expressed written consent. You also may not create and/or publish your own database that features substantial (e.g. our prices and product listings) parts of this website without Unna.ca's expressed written consent.

10. Copyright claims

Unna.ca respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes as copyright infringement, please contact us through our published contact details on our website.

11. Trademarks



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Conditions Relating to the Sale of Products to You from Unna.ca

12. The contract

The contract shall be based on these Terms and Conditions to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the buyer.

No terms and conditions contained in the confirmation of order, purchase order, or other document of the buyer will form part of the contract.

When you place an order to purchase a product from Unna.ca, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents the purchase of a product which is accepted by us when we send e-mail confirmation of a dispatched product (the "Dispatch Confirmation E-mail"). That acceptance will be complete at the time we send the Dispatch Confirmation E-mail to you. Any products on the same order which we have not confirmed in a Dispatch Confirmation E-mail do not form part of that contract.

13. Returns

Please review our Return Policy, which applies to products purchased from us.

15. Pricing and availability

Beyond what we say on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, we will inform you by e-mail if any products you order turn out to be unavailable.

The price for the goods shall, unless otherwise agreed, be the price set out on the dispatch confirmation. The price for the goods quoted on the website shall be exclusive of all costs of carriage and insurance and applicable import Tax/VAT/GST/PST and duty which the buyer shall pay in addition. Shipping and insurance costs will be added to all orders.

Despite our best efforts, a small number of the thousands of products in our catalogue are mispriced. We reserve the right to manually correct pricing errors. In the event that a price on our website is under that of the actual price, we reserve the right to correct that price. We will contact you with the adjusted price before dispatch such that you may proceed or cancel your order.

16. Delivery

Any dates specified by Unna.ca for delivery of the goods are intended to be an estimate only. If no date is specified for delivery of the goods, delivery shall be within a reasonable time.

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Subject to the other provisions of these Terms and Conditions, Unna.ca shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the goods. Nor will any delay entitle the buyer to terminate or rescind the contract.

17. Risk and ownership of the goods

Risk in the goods shall pass to the buyer upon delivery.

Ownership of the goods shall not pass to the buyer until Unna.ca has received full, cleared funds of the sum due to Unna.ca for purchased goods, and all other sums which are or may become due to Unna.ca from the buyer on any account.

Until ownership of the goods has passed to the buyer, the buyer shall:

- Hold the goods on a fiduciary basis as the Company's bailer;
- Store the goods separately from all other goods in such a way that they remain identifiable as the Company's property;
- Not destroy or deface any identifying marks on the goods or packaging;
- Keep the goods in satisfactory condition, as noted on the Company's policy, and hold any proceeds that may come from the Company's insurance in trust and not mix them with any other money

18. Payment

Subject to paragraph 5, payment of the goods shall be due at the time the Order Confirmation Email is sent. Invoices with payment overdue by 7 days or longer may be cancelled by Unna.ca.

Payment shall not be deemed to have taken place until the receipt from the Company has been issued.

19. Customs

When ordering goods from Unna.ca, overseas deliveries may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you, unless otherwise stated in the order confirmation.

When shipping to some countries, we may choose to add the estimated Import Tax and Duty of the destination country to the customer invoice. If the customer's invoice includes an Import Tax & Duty payment, the customer will not be responsible for paying that Tax and Duty again when the products are imported. The actual amount of import Tax and Duty applied to goods will be paid by Unna.ca's international carriers' accounts. If the customer's invoice includes an Import Tax & Duty payment, Unna.ca will also pay the shipping company's customs clearance fee. The estimated Import Tax & Duty charge added to customer invoice is an estimation using openly available customs information. Although it represents the closest match to actual Import Tax & Duty charged by the customs of the destination country, there may be a difference between the actual and estimated Import Tax and Duty charge, due to changing custom regulations, base currency exchange rate flotation and other forces. If the actual Import Tax and Duty charged by customs is lower than the estimated Import Tax and Duty, Unna.ca will not refund the difference. If the actual Import Tax & Duty charged is higher than the estimated cost, Unna.ca will cover that difference without further cost to the customer. Please note, if Import Tax and Duty is added to a customer's invoice, it only covers payment of Import Tax, Duty and the shipping company's Customs Clearance Fee. Different customs policies around the world, may apply other additional customs

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costs or clearance costs. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs officer for further information. Additionally, please note that when ordering from Unna.ca, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Your privacy is important to us and we know that you care about how information about your order is used and shared. We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries are subject to opening and inspection by customs authorities. For more information see Import Tax & Duty Guide.

20. Warranties

Unless stated otherwise, all Warranties are dealt with on a case-by-case basis.

If the buyer wishes to make a claim under warranty, the buyer shall give written notice to Unna.ca within 30 days of the discovery of the defect and give Unna.ca reasonable opportunity to inspect the goods in question.

Unna.ca shall not be liable for any damage if the buyer makes any further use of the goods after giving notice, or if they alter or repair the goods without permission from Unna.ca.

Unna.ca's liability under the warranty shall be limited to repairing or replacing the goods in question, or refunding the price of such goods.

Conditions Relating to Both Your Use of Unna.ca and Sales to You

21. Children

Unna.ca does not sell products to persons under the age of 18, although we do sell children's products for purchase by adults. If you are under 18, you may use Unna.ca only with the involvement of a parent or guardian.

22. Electronic communications

When you visit Unna.ca or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on the website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

23. Losses and Limitation of Liability

The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the total value of the goods delivered under the terms and Unna.ca shall, under no circumstances, be liable to the buyer for any consequential, indirect or economic loss or damages.

Unna.ca will be responsible for any losses you suffer as a result of us breaching these conditions, if the losses were reasonably foreseeable to both you and us when you commenced using the website, or a contract for the sale of goods by us to you was formed. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that was not reasonably foreseeable to both you and us when you commenced using the website or when a contract for the sale of goods by us to you was formed.

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24. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use & Sale at any time. You will be subject to the policies of Conditions of Use & Sale in force at the time that you use the website or when you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

25. Events beyond our reasonable control (Force Majeure)

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

If either party is subject to an event of Force Majeure, that is circumstances outside of reasonable control (including, but not limited to war, fire, industrial disputes or civil commotion) the other party must be notified and the first party's obligations under these Terms shall be suspended until the other party is notified that such an event has ended.

26. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights in any other situation where you breach these conditions.

27. Governing law and jurisdiction

If any part of these Terms and Conditions is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms and Conditions. They will otherwise remain in full force and effect.

These Terms and Conditions shall be governed by and interpreted according to Canadian Law and the parties submit to the exclusive jurisdiction of the Canadian Courts.

28. Our details

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