

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.upinsmokewelding.com** (the "Site"). This Site is owned and operated by Mackenzie Schurr. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of Mackenzie Schurr and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Goods**

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Welding Apparel; and

- Gift Cards.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Third Party Goods and Services**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card; and
- PayPal.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- FedEx International Air 2-3 days delivery. No PO box delivery, outside North America shipping on a case-by-case basis and customers pay duties and taxes..

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside Canada your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

## **Refunds**

### **Refunds for Goods**

Refund requests must be made within 21 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken;
- Good does not match description; or
- Good is the wrong size.

Refunds do not apply to the following goods:

- Anything worn or not in a resale state. All returns on a case by case decision..

## **Returns**

Returns can be made by mail. To return a good by mail, follow the following procedure:

We stand behind the craftsmanship and performance of our brand and the products we make. We enforce strong quality control standards and use only the finest materials sourced from North America. If you are not satisfied, it's within 21 days of the purchase date, and the product has not been worn, you can send the product back to Up In Smoke Welding Apparel for a full refund minus original shipping and handling charges. We do not pay for additional shipping charges or customs taxes.

If there is an issue with the product under 30 days from purchase and you'd like it repaired please contact us right away. We will cover the shipping charges. Once the garment has been repaired, it will be shipped back to you. Proof of purchase must be presented for us to repair your garment. Our apparel has an expected service life due to the conditions they are subjected to, and as such, any requests for repairs after 30 days will be handled on a case by case basis. Return shipping both directions will be covered by the customer.

Up In Smoke Welding Apparel reserves the right to make case-by-case decisions on all repairs. This commitment does not cover laundering outside the manufacturer guidelines, misuse, neglect, modification, obvious abuse, and ordinary wear and tear. These things will be taken into consideration in each case.

### **CAN YOU REFUND MY SHIPPING CHARGE?**

Unfortunately, we cannot refund these charges.

### **STEPS:**

Contact [hello@upinismokewelding.ca](mailto:hello@upinismokewelding.ca) regarding the nature of your return.

Our team will send you a return mail label to drop off at your nearest shipping location.

Once the package is received, we will issue a refund (less shipping).

We hold the right to make a case-by-case assessment of the products when they are returned. Hair, damage, and obvious wear will result in no return being issued as the product is not in a resale state.

## **Consumer Protection Law**

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory

provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

### **Limitation of Liability**

Mackenzie Schurr and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Mackenzie Schurr and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the Province of Alberta.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Mackenzie Schurr are unable to resolve any dispute through informal discussion, then you and Mackenzie Schurr agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Mackenzie Schurr. The costs of any mediation or arbitration will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and Mackenzie Schurr agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(403) 923-6225

mac@upinismokewelding.ca

2133 17a street SW, Calgary, ab T2T 4R9

You can also contact us through the feedback form available on our Site.

Effective Date: 21st day of December, 2015