

## **TERMS AND CONDITIONS OF SALE**

### **1. APPLICABILITY**

These terms and conditions of sale ("Terms and Conditions of Sale") are applicable to all customer purchases of products ("Products") via our global online store (the "Global Online Store") located at [www.canadagoose.com](http://www.canadagoose.com) (the "Website"). Please read them carefully before placing an order with us. We recommend that you print or save a copy of these Terms and Conditions of Sale for future reference.

By placing an order with us, you agree to be bound by, and accept, these Terms and Conditions of Sale. If you do not agree to these Terms and Conditions of Sale, please do not place an order with us.

To order and purchase Products from the Website, you must either be at least 18 years old or have specific permission from your parents, or legal representative, as applicable, to order the respective Product. By placing an order with us, you warrant that you are at least 18 years old or have permission from your parents, or legal representative, as applicable, to order the respective Product.

### **2. INFORMATION ABOUT US**

All Products available for purchase from the Global Online Store are sold by Canada Goose International AG, a company registered in Switzerland with registered number CHE-462.165.681 and whose registered office is at Canada Goose International AG, Baarerstrasse 135, CH-6300 Zug, Switzerland. Our unique VAT ID No. is CHE-462.165.681.

You can contact us by emailing us at [cesupport@canadagoose.com](mailto:cesupport@canadagoose.com) or by writing to us at Canada Goose International AG, Baarerstrasse 135, CH-6300 Zug.

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when you placed your order.

When we use the word "writing" in these Terms and Conditions of Sale, this includes emails.

### **3. ORDERING PROCESS**

Our order process is described in detail on our Website at Order Placement

We will confirm the receipt of each order submitted via the Website by email as soon as possible. Please note that such confirmation of receipt does not imply our acceptance of your order and/or

the entering into of a purchase agreement for the ordered Product(s), because we will first have to verify your order as further explained below.

Our order confirmation email will contain all relevant details of your order (such as Product(s) ordered, applicable prices including additional charges such as delivery costs, chosen delivery method, expected delivery date, etc.), and all terms and conditions that apply to your purchase (in addition to these Terms and Conditions of Sale). Our order confirmation will further contain a unique 'order number'. It will help if you can tell us the order number whenever you contact us about your order.

After having confirmed your order by email, we will verify your order. For example, we will verify whether the Product(s) you ordered are in stock (see clause 4, paragraph 3), whether the prices and other information regarding your order as provided to you during the order process and/or in the order confirmation email were correct, whether your order may have been placed in bad faith, whether you may intend to use the ordered Products for commercial, business or resale purposes (see clause 3, paragraph 7), etc. In case the pricing of a Product you ordered was incorrect, clause 13, paragraph 3 applies.

If we cannot accept your order for any of these or other reasons, we will inform you of this by email including the reasons why we cannot accept your order and you will not be charged.

In case we accept your order, you will receive an email containing shipping information for your order (including a tracking number), at which point a purchase contract will come into existence between you and Canada Goose International AG. For consumers outside the EU, you will also receive confirmation of applicable sales taxes and duties which will be charged by our logistics partner, DHL (see clause 13, paragraph 1).

The Website is only intended for consumers in countries listed on the Website (the "Markets") and we only supply Products for personal use by end users those Markets. We therefore reserve the right to limit the quantity of Products purchased by you or to reject your order if we believe that you intend to use any Products for commercial, business or resale purposes if you have provided a shipping address not located in one of the Markets.

#### **4. PRODUCTS**

The images of Products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your device's display of the colours accurately reflects the colour of the Products. Your Product may therefore vary slightly from those images.

Before placing an order, please ensure that the Product(s) you intend to purchase are compatible for their intended use; you should use the information provided on the Website as a reference when checking compatibility. However, please note that we make no representation and give no warranty as to the appropriateness or compatibility of any Product for any particular use outside the normal, intended use, except when such particular use has been expressly notified to and accepted by us.

We do not guarantee the availability of any Product and we reserve the right, without liability or earlier notice, to change, discontinue or stop making any Product, whether before or after acceptance of your order. Please note that some Products may be unavailable even if the Website indicates that they are in stock and adding a Product to your basket does not guarantee the availability of that Product. We reserve the right to cancel an order previously accepted by us if it transpires that the Product you ordered is out of stock or otherwise unavailable.

Whilst we take all reasonable care to ensure that the information on our Website is accurate, we do not guarantee such accuracy and we reserve the right to correct errors or inaccuracies and to change or update such information at any time without notice. Our Website Terms of Use apply to all information provided on the Website.

## **5. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to your order, please contact us via the contact details stated above (see clause 2). We will let you know if the change is possible. Once your order is accepted, we do not guarantee any changes afterwards but we will let you know if your change request can be accepted and also about any changes to the price of the Product(s) you have ordered, the expected timing of supply or anything else resulting from your requested change and ask you to confirm whether you wish to go ahead with the change.

## **6. DELIVERY**

The cost of delivery for any Products you order will be as displayed to you on the Website and notified to you when you place an order. We will also confirm these costs in the order confirmation email (see clause 3).

We may let you know during the order process when we will deliver the Product(s) you have ordered to you. If no delivery date is specified during the order process, we will deliver the Products to you as soon as reasonably possible and, in any event, within 30 days after the day on which we have confirmed your order by email.

If delivery is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. If there is a risk of substantial delay by an event outside our control, you may contact us to end the contract and receive a refund for any Products you have paid for but not received. If you are habitually resident in the EU, this applies in addition to your statutory rights (such as the right to change your mind / your cancellation right).

If no one is available at your address to take delivery and the Product(s) cannot be posted through your letterbox, a note will be left informing you of how to rearrange delivery or collect the Product(s) from a local depot.

If, after a failed delivery to you, you do not re-arrange delivery or collect the Product(s) from a delivery depot within 7 days after the failed delivery, we may cancel the contract and clause 10 will apply.

We reserve the right to charge for redelivery of orders that have not been completed due to you having supplied incorrect address information or where no one is available to take delivery.

All Products ordered by you will be your responsibility from the time we deliver them to the address you gave us. You are responsible for inspecting all Products as soon as possible following delivery and you must notify us as soon as possible (and, in any event, within 14 days after receipt of delivery) of any non-conformity or visible shortages, damage or other deficiencies.

Ownership of Products will pass to you upon delivery to the address you gave us.

## **7. RIGHTS TO CHANGE YOUR MIND**

You have 30 days after the date your order is shipped to change your mind about the Products and receive a refund (your "right to change your mind"). If Products forming part of the same order are split into several deliveries over different days, you have until 30 days after the date the last part of your order is shipped to change your mind.

If you exercise your right to change your mind after the relevant Products have been dispatched to you or you have received them, you will have to return the Products to us with original proof of purchase. Follow the instructions on the return form located on the enclosed packing slip. We will pay the costs of return where you are validly exercising your right to change your mind within the 30-day period.

The Products must remain in good, clean condition and you do not have a right to change your mind in respect of Products which have been used, worn, washed, damaged or otherwise treated

in such a way as to make resale impossible (including the removal of original tags or the loss of any accessories, manuals or free gifts that came in the same package). If any returned Products are not deemed to be in a suitable condition for resale, we reserve the right to return them to you and charge a redelivery fee. If you are habitually resident in the EU, you also benefit from a statutory right of cancellation – see clauses 8 below.

If a Product is faulty, you may also have additional rights under the warranty – see clause 11 below.

## **8. EU ONLY: STATUTORY CANCELLATION RIGHT**

In addition to the right to change your mind in accordance with clause 7, if you are habitually resident in the EU, you also benefit from a statutory right of cancellation.

You are entitled to cancel the contract of sale within 14 days without stating any reasons. The 14-day cancellation period starts from the day after the day on which, you, or a nominated person who is not the carrier:

- take(s) possession of the Product(s); or
- take(s) possession of the last delivered Product in case you ordered two or more Products and these Products are delivered separately; or
- take(s) possession of the final partial shipments or the final piece in case you ordered a Product which is delivered in several partial shipments or pieces.

The cancellation right does not apply to:

- Products manufactured to the consumer's specifications or clearly tailored to personal needs, unless otherwise agreed by us;
- Products which are not suitable for return as a result of the removal on receipt of a seal applied to protect health or hygiene;
- audio and video recordings or computer software in a sealed package if the seal was removed after delivery; or
- newspapers or magazines, except subscription contracts.

In order to exercise your cancellation right you need to inform us by means of a clear declaration (for example, a letter sent by mail or e-mail) about your decision to cancel this contract.

Please address your cancellation to:

Canada Goose International AG, Baarerstrasse 135, CH-6300 Zug, Switzerland or cesupport@Canadagoose.com.

You may use the standard cancellation form in clause 18 below, however, this form is not mandatory.

In order to exercise your cancellation right before the cancellation period expires, it is sufficient to send us the notice that you wish to exercise the cancellation right before the 14-day cancellation period expires.

You have to return or hand back the Products to us immediately and in any case, at the latest within 14 days from the day on which you informed us about your cancellation. The direct costs for the return of the Products shall be borne by us. Please note that international customs duties, sales tax, as well as handling costs that were charged to the recipient by our logistics partner, DHL, cannot be refunded by us for shipments outside the EU.

## **9. REFUNDS**

If you exercise your right to change your mind in accordance with clause 7 or cancel the contract of sale in accordance with clause 8, we will refund all payments we have received from you (except additional costs resulting from the fact that you have chosen another delivery method than the cheapest standard one offered by us) immediately and at the latest within 14 days from the day on which we received the information about your wish to exercise your right to change your mind or to cancel the contract. Please note that international customs duties, sales tax, as well as handling costs cannot be refunded by us for shipments outside the EU.

We will use the same payment method and currency for the repayment which you used for the original transaction, unless another method is expressly agreed with you. In no case will we charge you any fees for this repayment.

We may refuse to make the repayment until we have received the returned Products or you have provided proof that you sent the Products back, whichever happens first.

You are only liable for any diminished value of the Products if this diminished value results from handling beyond what is necessary to ascertain the condition, characteristics and functioning of the Products. If we refund you the price paid before we are able to inspect the Products and later discover that you have handled them in an unacceptable way which has reduced their value, we reserve the right to recover from you an amount reflecting the reduction in value resulting from your handling of the Products.

If you fail to comply with any of the obligations relating to the return of a Product, we reserve the right to either reject your return and decline to refund the purchase price or to deduct from any amount to be refunded to you reasonable repair or other similar direct costs that we have incurred.

## **10. OUR RIGHTS TO END THE CONTRACT**

We may end the contract at any time in accordance with the applicable law and in (other) cases provided for by these Terms and Conditions of Sale. In particular, we may, insofar as permitted under the applicable law, terminate the contract at any time if you do not, within a reasonable time, allow us to deliver the relevant Products to you (see clause 6) or if you otherwise request to cancel the contract.

If we end the contract as a result of you requesting to cancel the contract, we will refund any money you have paid in advance for Products we have not provided.

## **11. CONFORMITY AND WARRANTY**

We shall ensure that the Product(s) that we deliver to you conform to this contract. This means that we shall ensure that these Products will have the characteristics which you are entitled to expect under this contract, taking into account the nature of each Product and the information we provided on the Product (e.g. on our Website) before you ordered it. With respect to all our Products, you may expect that these have the characteristics necessary for a normal use of the relevant Product.

Products purchased from the Global Online Store are fully warranted to the original owner against defects in material and workmanship beginning at the time of sale and for the practical lifetime of the Product ("Warranty"). Therefore, if a Product ever fails within its lifetime due to manufacturing defects or workmanship, we will, at our option, repair or replace the Product without charge. For the purposes of the Warranty, "lifetime" means the usual and customary wearable life of the relevant Product by the original owner.

The Warranty does not extend to damage caused by improper care, accidents, normal wear and tear or negligence and will be voided if you remove any labels or if the Product has been tailored or altered in any way.

This Warranty applies in addition to, and does not affect, any statutory rights you have under the laws in your habitual country of residence in case you receive a Product that does not conform to the contract. We may, at our option, choose to offer to repair damage not covered by your

statutory rights (if applicable) or the Warranty at our usual charge for repairs. If we make such an offer, we will evaluate and communicate such offer to you on inspection by us of the relevant Product prior to any repairs being made.

For questions on Warranty claims, please see our warranty page.

## **12. IF THERE IS A PROBLEM WITH A PRODUCT**

If you have any questions or complaints about a Product, please contact us. You can email us at [cesupport@canadagoose.com](mailto:cesupport@canadagoose.com) or write to us at Canada Goose International AG, Baarerstrasse 135, CH – 6300 Zug, Switzerland.

If you wish to exercise your rights to change your mind or to cancel the contract of sale, you must return any Products to us as outlined above in clauses 7 and 8.

## **13. PRICE AND PAYMENT**

All prices for Products are shown on the Global Online Store in USD or Euros (depending on which region you are located in). In the EU, prices include all applicable sales taxes. In all other Markets, applicable sales taxes and duties must be paid separately and will be charged by our logistics partner, DHL, on an individual basis directly upon shipment. Please take the time to read our Duties and Taxes page for further information. In all Markets, prices exclude delivery fees which will be added to the amount payable by you during the check-out process. The total amount payable by you for the Product(s) you are ordering will be shown on the order page when you place your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However, please see clause 13.3 below for what happens if we discover an error in the price of the Product you order.

We may change the prices listed on the Website at any time without notice and any price increase will apply to all orders placed after such changes take effect.

We will normally check prices before accepting your order. However, it is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. If the correct price for the Products at your order date is less than our stated price at your order date, you will only be charged for the lower amount and, if you have already paid for the Products, we will refund you the difference. If the correct price for the Products at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could

reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Products provided to you.

We accept payment by MasterCard and Visa branded credit & debit cards including Visa debit, Visa Electron, VPay, JCB, American Express, as well as by PayPal, and Apple Pay. You must pay the full purchase price of the Products before we dispatch them to you, but we will not charge your credit or debit card or PayPal account until we are ready to dispatch the Products to you.

#### **14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

If we fail to comply with these Terms and Conditions of Sale or any applicable legal provisions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the contract or our failing to use reasonable skill and care, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products; and for defective Products.

We only supply Products for personal use by end users. If you use the Products for any commercial, business or resale purposes, we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

#### **15. USE OF THE WEBSITE**

Your use of our Website is governed by our Website Terms of Use. Please take the time to read these, as they include important terms which apply to you.

#### **16. HOW WE MAY USE YOUR PERSONAL INFORMATION**

Purchasing Products from the Global Online Store requires that you accept our Privacy Policy and consent to the collection, use and disclosure of your personal information as described in our Privacy Policy. This includes any data that we collect from you being transferred to, and stored and/or processed at, a destination outside the European Economic Area. Please take the time to read our Privacy Policy as it includes important terms which apply to you.

#### **17. OTHER IMPORTANT TERMS**

The order for the purchase of Products, these Terms and Conditions of Sale (including any policies or documents referred to in these Terms and Conditions of Sale), together with our Website Terms of Use and our Privacy Policy, represent the entire agreement between you and us in relation to the purchase of Products by you (the "Agreement") and supersede all prior agreements and representations between the parties.

The Agreement is between you and Canada Goose International AG. No other person shall have any rights to enforce any of its terms.

Canada Goose International AG may assign and transfer its rights and obligations under the Agreement to another organisation and you hereby consent to such transfer in advance. If we have transferred our rights and obligations under the Agreement to another organisation, we will ensure that this does not affect your legal and/or contractual rights in any way.

You may only transfer your rights or your obligations under the Agreement to another person if we agree to this in advance in writing.

Each of the clauses of these Terms and Conditions of Sale operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect. In such case, the invalid, illegal or unenforceable provision shall be substituted in such a way as to reflect as far as is legally possible the sense and the purpose of the invalid, illegal or unenforceable (part(s) of the) provision(s).

If we do not insist immediately that you do anything you are required to do under these Terms and Conditions of Sale, or if we delay in taking steps against you in respect of you breaking the contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

The Agreement is governed by Ontario law, it being understood that this choice of law will in no event diminish the legal protection granted to consumers under the provisions of mandatory consumer protection legislation in the consumer's habitual country of residence.

Any action or proceeding arising out of or related to the Agreement or any order via the Website must be brought in the courts of the Province of Ontario located in Toronto, Ontario and you hereby irrevocably attorn to the jurisdiction of the courts in the Province of Ontario for all such purposes. If you are habitually resident in the EU, you may alternatively resolve such an action or proceeding in any competent court in your country of residence that has jurisdiction over the claim.

## **18. EU CONSUMERS ONLY: STANDARD CANCELLATION FORM**

(If you wish to cancel the contract of sale, please complete and return this form.)

To Canada Goose International AG, Baarerstrasse 135, CH-6300 Zug, Switzerland or  
cesupport@Canadagoose.com:

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the  
following goods (\*)/for the provision of the following service (\*),

Ordered on (\*)/received on (\*)

Order Number

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumers(s) (only if information is made on paper)

Date

(\*) Delete as applicable.

**END OF CANCELLATION FORM**