

# TERMS OF USE, SALES AND DELIVERY POLICY

(the “Terms and Conditions”)

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Last update April 1, 2021

## TERMS OF USE OF THE ONLINE VETERINARY BOUTIQUE

### Terms of access

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS ONLINE VETERINARY BOUTIQUE.

Welcome to the Online Veterinary Boutique (hereinafter, the “**Online Veterinary Boutique**”). The Online Veterinary Boutique and its content are the exclusive property of C.D.M.V. Inc. (the “**Operator**”), headquartered at 2999 Choquette blvd, Saint-Hyacinthe, Quebec, J2S 6H5.

Notwithstanding that the Operator is the owner and the operator of the Online Veterinary Boutique and that it consequently acts as mandatary for and on behalf of your reference veterinary practice, that is the veterinary practice that sent you the invitation to register to the Online Veterinary Boutique (the “**Reference Veterinary Practice**”), to facilitate the transaction (including payment processing and delivery), the ultimate legal agreement when purchasing products on the Online Veterinary Boutique is made between you and your Reference Veterinary Practice. The Operator, its affiliates, directors, officers, shareholders, employees, agents, successors and assigns shall under no circumstances be held liable for any losses, damages, fees, costs, direct or indirect, resulting from the Reference Veterinary Practice’s fault, default, error, omission or negligence in performing its obligations in connection with the sale of the products sold by the Reference Veterinary Practice through the Online Veterinary Boutique.

By accessing and using this Online Veterinary Boutique, you are confirming that you accept these Terms and Conditions and agree to comply with them and to use the Online Veterinary Boutique only in accordance with them.

If you refuse to comply with these Terms and Conditions, we kindly ask that you please cease using the Online Veterinary Boutique. You may not use the Online Veterinary Boutique for any illegal or unauthorized purpose nor may you, in the use of the Online Veterinary Boutique, violate any laws in your jurisdiction (including but not limited to intellectual property laws), the laws applicable to you in your customer’s jurisdiction, or the laws of Canada. You will comply with all applicable laws, rules and regulations in your use of the Online Veterinary Boutique.

The Operator reserves the right to modify or terminate the services offered on the Online Veterinary Boutique for any reason and at any time without notice or to refuse access or service to anyone for any reason at any time.

### Amendments to the terms and conditions

You agree that the Operator may change the Terms and Conditions of this Online Veterinary Boutique at its complete discretion and without prior notice. You undertake to regularly consult these Terms and Conditions during your visits to the Online Veterinary Boutique in order to remain up to date on any changes to their content. By continuing to use this Online Veterinary Boutique subsequent to amendments made to the Terms and Conditions, you are confirming that you agree to comply with the Terms and Conditions thus amended

### Account terms, account activation and account cancellation

In order to use the Online Veterinary Boutique, you are required to create an account. Accounts are free and are available to any client of the Reference Veterinary Practice who provides the requisite information, subject to these Terms and Conditions. The information required to create an account is the following: your name, email address and phone number. You may also optionally submit your mailing address and credit card information (if applicable). This submitted information may be referred to in these Terms and Conditions as “**Account Information**”.

You understand you are responsible for any activity that occurs through your account and agree you will not sell, transfer, license or assign account, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, the creation of an account for anyone other than yourself is strictly prohibited. You represent and warrant that all information provided upon registration and at all other times will be true, accurate, current and complete and you agree to update information as necessary to maintain its truth and accuracy.

As part of the account registration, you will be asked to choose a password. It is your responsibility to create a password of sufficient strength that cannot easily be discovered by third parties, and that conforms to the password requirements displayed on the registration form. If you forget your created password, a reset can be requested through your account providing the email used at sign up. We may also request additional information to verify your identity.

It is strongly suggested that you log out of your account at the end of every session, or not leave a logged-in account unattended for any period of time. The Operator and the Reference Veterinary Practice will not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from your failure to log out at the end of the session, an unattended logged-in session, or a third party using the Online Veterinary Boutique with your account information and accessing your account through any means, and disclaim any responsibility in this regard.

Your account may be terminated at any time, immediately and without notice, and for any reason, including but not limited to whether you have violated these Terms and Conditions.

The Online Veterinary Boutique services or any portion thereof, may be terminated with or without notice. You agree that the Operator and the Reference Veterinary Practice shall not be liable to you or any third party for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from termination of your access to the Online Veterinary Boutique, or from the termination of the Online Veterinary Boutique services, or any portion thereof.

You may also choose to terminate your access to the Online Veterinary Boutique services by cancelling your account. If you wish to cancel your account, please contact your Reference Veterinary Practice at the contact information set forth on the Online Veterinary boutique homepage.

Termination of the Online Veterinary Boutique services or your access to the Online Veterinary Boutique shall terminate these Terms and Conditions between you and the Operator. All provisions of these Terms and Conditions which by their very nature should survive termination of these Terms and shall survive termination, including without limitation, intellectual property provisions, disclaimers, indemnity and limitations of liability.

You should at all times have, maintain and update the required and adequate malicious code protection software and security for all of your systems and data, including at a minimum the adequate firewalls, passwords, physical security and access control policies. In addition, you should, as often as required, perform all necessary back-ups of your systems and data, the Operator and your Reference Veterinary Practice having no liability in the event that you have not performed the necessary back-ups. You

should not use the Online Veterinary Boutique in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to the Online Veterinary Practice or a third party, or to damage or obtain unauthorized access to any system, data, or other information (whether personal information or not) of the Online Veterinary Practice or any other third party.

### Privacy Policy

With the exception of personally identifiable information, notably the Account Information, which is subject to the Privacy Policy of this Online Veterinary Boutique, any and all materials, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communications that you transmit or publish on this Online Veterinary Boutique in any manner whatsoever (hereinafter “**Communications**”) are and shall be deemed neither confidential nor protected.

The Operator and its affiliated companies, and their respective directors, officers, employees, agents, mandataries or other representatives, may use part or all of the Communications for any purposes, including but not limited to transmission, disclosure, reproduction, publication, dissemination or marketing in any manner whatsoever, whether for commercial reasons or not.

The Operator and its affiliated companies, and their respective directors, officers, employees, agents, mandataries or respective representatives, shall in no event be liable in relation to the content of the Communications, and reserve the right to delete any Communications containing material deemed by the Operator to be inappropriate, unacceptable, illegal, defamatory or obscene.

### Errors

The Operator makes its best efforts to ensure that the information appearing on the pages of this Online Veterinary Boutique are up to date, complete, and free of errors or inaccuracies. In spite of all our effort, errors may occur and, in such event, the Operator shall make its best efforts to bring these errors to your attention and correct them as soon as possible.

### Intellectual property

The elements displayed on or contained in the Online Veterinary Boutique, including but not limited to all software, design, texts, photographs, illustrations, audio and video files, tools, artistic or graphic items, names, logos and trademarks (collectively referred to as “**Intellectual Property**”) are the property of the Operator, or of one of its affiliated companies, or of any third party that has granted license to the Operator, including its business partners, such as suppliers and manufacturers of the Operator’s products or services. These elements are protected by copyright, trademarks, and various other applicable rights and regulations pertaining to intellectual property in Canada and elsewhere in the world. All Intellectual Property rights are reserved.

The Operator uses and holds the trademarks “CDMV™” and “Online Veterinary Boutique”, as well as all logos or slogans associated therewith.

You may print the pages of this Online Veterinary Boutique for your personal, private and non-commercial use, provided that the notes concerning copyright and the elements protected by Intellectual Property rights remain unchanged and provided that these Terms and Conditions (including laws governing Intellectual Property) are complied with. You may not reproduce, print, archive, re-edit, modify, download, sell or otherwise copy the content of this Online Veterinary Boutique or any of its elements, in whole or in part, for publication, transmission, or any other purpose, on any medium and in any format whatsoever, whether invented or yet to be invented, without the prior written

authorization of the Operator. No element, excerpt, quote, passage or text on this Online Veterinary Boutique must be construed as constituting or creating a license or any right to use or reproduce any element of this Online Veterinary Boutique whatsoever. Take note that the Operator intends to enforce its Intellectual Property rights.

The Intellectual Property appearing on this Online Veterinary Boutique may not at any time be modified in any way whatsoever.

### Hyperlinks

We invite you to use the hyperlinks on this Online Veterinary Boutique, which provide access to various pages of the Online Veterinary Boutique. The purpose of the hyperlinks is to direct you to relevant information pertaining to the products offered on the Online Veterinary Boutique, as well as some of their features and characteristics.

Some hyperlinks appearing on this Online Veterinary Boutique also provide access to one or more external Websites belonging to third parties. These hyperlinks are provided to you for information purposes only. Use of these external Online Veterinary Boutiques is governed by the terms and conditions of use and the privacy policies of the said external Websites. The Operator has no control over these external Websites, is not responsible for their content, and does not in any way endorse the information they provide or the representations they make. The presence, on this Online Veterinary Boutique, of hyperlinks to external Online Veterinary Boutiques must not under any circumstances be construed as an endorsement by the Operator of the information contained in the said external Websites or as implying a partnership or joint venture with the business that owns or operates any external Website.

No representation of any kind whatsoever is made regarding the security or virus-free status of external Websites, and the Operator and your Reference Veterinary Practice expressly decline any liability related thereto. The Operator and your Reference Veterinary Practice assume no liability for any direct, indirect or consequential damage, including any business interruption or loss of profits, software, data or programs, including legal fees and all related costs, resulting from your accessing an external Website via a hyperlink contained on this Online Veterinary Boutique.

As a user of this Online Veterinary Boutique, you acknowledge that accessing or using this Online Veterinary Boutique may entail risks of contracting a virus on your computer and/or peripheral devices. The Operator and your Reference Veterinary Practice will in no event be held liable, in any way whatsoever, for any damage or loss resulting from the existence or transmission of a computer virus.

You may not create hyperlinks to this Online Veterinary Boutique without the prior written consent of the Operator.

### Contests

The contests in which you participate via this Online Veterinary Boutique or via a social media platform administered by the Operator are governed by these Terms and Conditions, the contest regulations, and applicable laws, to which you agree to be bound by entering said contests.

### Limitations of Liability

The Operator and the Reference Veterinary Practice shall not be liable for any damage whatsoever caused to you as a result of any malfunction of the Online Veterinary Boutique, of the network, the servers, the Internet or any other event beyond the Operator's and the Reference Veterinary Practice's reasonable control which prevents or impairs access to the Online Veterinary Boutique.

No warranties are made with respect to third-party services provided in connection with the Online Veterinary Boutique. You acknowledge that the Operator and the Reference Veterinary Boutique have no control over third-party services and shall not be responsible or liable to anyone for such third-party services.

The Online Veterinary Boutique services, all Intellectual Property and all information, content, material, products, software, platforms and other services included on or otherwise available on the Online Veterinary Boutique are provided on an “as is” and “as available” basis, without any obligation of result.

No representations or warranties of any kind are made, including all explicit, legal or implied representations and warranties of merchantability, quality, performance, fitness for a particular purpose and accuracy as to the Online Veterinary Boutique services and as to the services provided by any third party service supplier, including that the Online Veterinary Boutique services, the Online Veterinary Boutique Intellectual Property and its servers, platform, software or electronic communications are free of errors, viruses or other harmful components.

Your use of the Online Veterinary Boutique is at your own risk and you agree that under no circumstances shall the Operator and the reference veterinary practice, their affiliated companies, and their respective directors, officers, employees, agents, mandataries or other representatives, be liable towards you for direct or indirect damages, losses, costs, and expenses, including reasonable legal fees and disbursements arising out of or attributable to any interruption, suspension or malfunction of the Online Veterinary Boutique, to damage to your equipment or system, to the use of online veterinary boutique or failure to have, maintain or update the required and adequate malicious protection software and security, including virus protection.

Your use of this Online Veterinary Boutique is at your own risk, and the information, material and services provided on or through this Online Veterinary Boutique are offered without warranty of any kind whatsoever.

This Online Veterinary Boutique is controlled and operated in the Province of Quebec, Canada. The Operator and the assumes no responsibility and shall in no event be held liable if this Online Veterinary Boutique is prohibited in a jurisdiction other than the Province of Quebec, Canada.

In the event that you are dissatisfied with the website, your sole remedy is to cease using the Online Veterinary Boutique.

#### Indemnification

You agree to indemnify the Operator and your Reference Veterinary Practice, as well as their affiliated companies, and their respective directors, officers, agents, mandataries or other representatives, from any direct or indirect damage, loss or claim (including any business interruption or loss of profits, software, data or programs), including legal fees and all related costs, caused by or resulting from (a) fraudulent or bad-faith usage of this Online Veterinary Boutique; (b) use of this Online Veterinary Boutique with the intent to cause harm; or (c) any breach of these Terms and Conditions on your part.

#### Update and Maintenance

The Operator reserves the right to interrupt or momentarily suspend or change access to all or part of the Online Veterinary Boutique, without notice, for maintenance purposes, for emergency purposes (including for example if the Operator detects fraud, a security breach or any other similar threat that could cause damages to the services), for any reason beyond its control and for any other reason including reasons attributable to the characteristics and the limits of the Internet and limitations to the services, platforms or software provided and maintained by third-party services suppliers. It is

understood that regular adjustments and maintenance will be made to the Online Veterinary Boutique which may require such interruptions, suspensions or changes to the service. The Operator shall take all reasonable measures available to it to ensure quality access to the Online Veterinary Boutique, but without any obligation of result, the whole in accordance with these Terms and Conditions.

#### Technical Support

In the event that questions or issues arise with respect to the Online Veterinary Boutique access, availability, functional specifications and response time, you may **contact your Reference Veterinary Practice for first-level support** at the contact information set forth on the Online Veterinary Boutique's homepage.

You agree that in any such event, your Reference Veterinary Practice shall use its reasonable efforts to provide support, correct and resolve the issue, provided that you accept and acknowledge that any such support services may be provided by a third-party service supplier and your Reference Veterinary Practice may therefore have no control on the response time and effectiveness of the temporary or permanent solution used by such third-party service supplier to correct and resolve the problem.

## TERMS OF SALES AND DELIVERY

### Product availability

The Operator shall make its best commercial efforts to provide you with the best possible information on the availability of products offered for sale on this Online Veterinary Boutique. For certain products or promotions, quantities may be limited. You agree that the Operator and the Reference Veterinary Practice have no obligation as to continuous availability of the products offered on the Online Veterinary Boutique and that some products may therefore not always be available and that the Operator and the Reference Veterinary Practice shall have no liability in this regard. Clients are encouraged to visit the Online Veterinary Boutique regularly and order the product once it is again available for sale.

Subject to the above and to the Reference Veterinary Practice's prior authorization for certain restricted products that are under the Reference Veterinary Practice's supervision, all products shown on the Online Veterinary Boutique can be ordered.

### Warranties

Other than the warranties granted by the manufacturers of products offered for sale on the Online Veterinary Boutique, which are subject to the terms and conditions stated therein, no representations or warranties of any kind whatsoever are made in connection with the products sold on the Online Veterinary Boutique, whether express or implied, of merchantability, quality, fitness for a particular purpose, or concerning the accuracy of the information provided on a product.

### Type of payment accepted for online orders:

Online orders are processed by the Operator or by a third-party service provider, for and on behalf of your Reference Veterinary Practice, exclusively via credit card payments. Both Visa® and Mastercard® are accepted. At the time of order placement, a preauthorization is taken on the credit card selected for order payment. Payment is then applied to the credit card at the time of order shipment and invoicing.

To purchase any of the products displayed on the Online Veterinary Boutique, you will at various times be required to enter certain information, including, without limitation, information on the credit card used in paying for the order and the related invoicing. By supplying that information, you are warranting that it is both correct and current. By making a purchase, you are confirming that you agree to pay all charges incurred by you or the users of your credit card pertaining to the order placed. The Online Veterinary Boutique reserves the right to refuse an order for any reason whatsoever.

Orders placed on the Online Veterinary Boutique are subject to a process that compares the information that the purchaser provides on the Online Veterinary Boutique with information about the purchaser provided by his or her financial institution. In the event of a discrepancy, your order may be delayed until the information can be corrected.

### Prices and related charges

The web page of each product sold on this Online Veterinary Boutique gives a description of the product in question, its features, its specifications, and its price and related charges.

The prices displayed on this Online Veterinary Boutique are subject to change without prior notice and at the sole discretion of the Reference Veterinary Practice. The Operator reserves the right to correct any errors in the prices shown on this Online Veterinary Boutique and shall make its best commercial efforts to ensure that price errors are corrected on the Online Veterinary Boutique and are brought to your attention as soon as possible. The corrected price will apply to your order and the Operator and

the Reference Veterinary Practice reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

Please note that additional charges, which cannot reasonably be calculated before a transaction is completed between you and the Reference Veterinary Practice, may be payable to a third party as part of an electronic contract for the purchase of a product on this Online Veterinary Boutique, such as (a) shipping fees; (b) customs duties; or (c) applicable taxes.

The price of the products bought on this Online Veterinary Boutique are payable in Canadian Dollars.

Minimum order quantity:

To be able to place an order via the Online Veterinary Boutique, the order must reach a minimum of \$10.00 before tax.

Rebate on your first online order\*

The Operator, on behalf of your Reference Veterinary Practice, will send you the promotion code by email as soon as you have created your account on the EBoutique website. To use the code and obtain the discount offered, open your shopping cart and insert the code in the "Promotion Code" field.

This offer:

- Is valid only on first purchase and on regularly priced merchandise, before taxes.
- May be modified at any time without prior notice.
- Applies only for an order of \$200 or less before taxes. No minimum purchase required.
- Is valid for online purchases only.
- May not be combined with any other offer or any other rebate.
- Is not applicable on shipping or handling fees.
- May not be exchanged for cash or cash equivalent.

Posted prices are for online purchases only and may differ from those displayed in your Reference Veterinary Practice.

All product returns must be made directly with your Reference Veterinary Practice, which will process the return in accordance with the [Product Return Policy](#). The amount paid will be refunded to the credit card used for the purchase, in accordance with the same policy.

\*The Reference Veterinary Practice is not required to participate in the promotion on the first online order.

Geographical areas covered by the Online Veterinary Boutique:

The Online Veterinary Boutique delivers across Canada. However, the Online Veterinary Boutique's ability to deliver in certain geographical areas may be limited by the capacity of its partner carriers. No orders will be shipped to PO boxes. Additional delivery charges may apply for remote areas.

Cancellation of order:

Once a product is purchased on the Online Veterinary Boutique you cannot cancel the order. Should you wish to return a product to obtain a return for credit from the Online Veterinary Boutique, please



consult the [Return Policy](#) to verify if your order qualifies for a return for credit and follow the process set out therein.

**Delivery delays:**

**NO WARRANTY OR REPRESENTATION WHATSOEVER IS MADE WITH RESPECT TO DELIVERY DELAYS.**

The delivery delay to receive an order depends on the chosen delivery method. Once the order is placed, there is typically a delay of 1 to 3 business days before it ships. Once the order is shipped, delivery can take between 1 and 5 business days. Depending on the delivery method selected, a freight fee may be applied at the time of order placement. Note that this freight fee is clearly indicated at the time of online checkout. It is also important to note that, while there is no guarantee to that effect, orders placed before 11:30am Eastern time for the provinces of Ontario and Quebec have a greater likelihood of being processed and shipped out on the same day as order placement. For the Atlantic Provinces, orders placed before 11:30am Atlantic time have a greater likelihood of shipping out the same day. In the Western provinces, the cut-off time is 11:30am Mountain time. Here are the various delivery options available to you on the Online Veterinary Boutique:

<b>Delivery Method</b>	<b>Estimated Delivery Delay</b>	<b>Estimated Applicable Freight Fee</b>
Pick up at your Reference Veterinary Practice during its regular hours of operation.	1 to 3 business days from order placement	Free*
Delivered at your chosen address without a signature required (left at the door if no one is there to receive the order).*	2 to 5 business days from order placement	Starting from \$5.99 per 50 pounds (22 kg)
*This option requires that you authorize the shipper and/or his agent to deliver the merchandise without your signature.		
Delivered at your chosen address with a signature required. Someone must be available to sign for the package(s).	2 to 5 business days from order placement	Starting from \$11.98 per 50 pounds (22 kg).*  *A maximum of 2 delivery attempts will be made. Should more than 2 delivery attempts be required, you will have to contact the carrier to make arrangement. You will find the carrier contact information on the notice left on your door by the deliveryman and in your confirmation of purchase. Note that extra charges from the carrier will apply for the delivery under such circumstances.

Delivery Method	Estimated Delivery Delay	Estimated Applicable Freight Fee

Important: These terms are general guidelines only and may vary due to delivery region, road conditions and time of year. Our carriers are Nationex and Dicom for deliveries in Quebec and Ontario. Our carrier for the Western Provinces' clients is Loomis. Our carrier for the Atlantic Provinces' clients is Armour Courier Services (ACS).

Tracking the progress of your order:

The status of your order can be tracked at all times via your account management on the Online Veterinary Boutique. You will be directed on the carrier's Website to follow the shipment. This will help you determine the expected delivery date. Please note that the Operator may contact you, for and on behalf of your Reference Veterinary Practice or for and on behalf of the carrier, in the event of a problem with the delivery of your order.

\*Deliveries to be picked up at your Reference Veterinary Practice

Your Reference Veterinary Practice will contact you upon receipt of your order so that you can safely pick it up when ready. You have a maximum of 15 days to pick up your order at your Reference Veterinary Practice; you will be sent one courtesy reminder by email if your order is not picked up after five (5) days. If you fail to pick up your order within 15 days as required, your order will be returned and cancelled for a full refund, deduction made of the freight fees for the delivery and for the return. Freight charges to be applied for the delivery and for the return are estimated as per the chart above as if "delivered at your chosen address without a signature required".

Delivery follow-up:

All shipments are sent out freight prepaid. In the rare instance that a damaged shipment is received, the Online Veterinary Boutique requires your cooperation so that a claim can be submitted to the carrier on your behalf. Upon receipt of the shipment, carefully check your order against the bill of lading before accepting the delivery. You must indicate on the bill of lading the number of packages received, and if applicable, mark any damaged or lost boxes. If this is not done properly, the partner carrier will not be held responsible for any loss or damages.

Missing products, broken items or shipment errors must be reported to your Reference Veterinary Practice within 48 hours of receiving your order, as set out in the **Return Policy**.

Applicable law

These Terms and Conditions, any access to or use of this Online Veterinary Boutique, and any material relating thereto are governed exclusively by the laws of the Province of Quebec, Canada, and by the Canadian laws applicable thereto, to the exclusion of conflict of laws rules that would result in the application of other legislation. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions and is hereby expressly excluded.

Any dispute resulting from or related to these Terms and Conditions or access to or use of the Online Veterinary Boutique or any material thereto pertaining shall be submitted exclusively to the courts of the District of Montreal in the Province of Quebec, Canada.

### Further assistance

You may submit questions and/or comments by contacting your Reference Veterinary Practice at the contact information set forth on the Online Veterinary Boutique's homepage.