

Terms & Conditions

This agreement (the "Agreement") is a contract between you ("you") and Casket Mart Inc. ("Casket", "we", "our" or the "Company") concerning the conditions associated with the ordering and receiving of funeral products. (the "Products").

Please read all the following terms and conditions carefully before using the Products.

By accessing the Website, using the Products, or selecting "I agree to the Terms and Conditions", you agree to all the terms and conditions stated in the Agreement. If at any time you do not or cannot agree to the terms and conditions stated in the Agreement, you must cease using the Products.

1) Eligibility

The Products are not targeted towards or intended for use by anyone under the age of 18. By using the Products, you represent and warrant that you are (a) 18 years or older, and (b) have full power and authority to enter into the Agreement and in doing so will not violate any other agreement to which you are a party.

2) Privacy

Casket is committed to respecting the privacy of individuals and recognizes the need for the appropriate management and protection of any Personal Information, as defined below, that you agree to provide to us. We collect, use and disclose personal information only for purposes that a reasonable person would consider appropriate in the circumstances.

- a) Collection – We will limit the collection and use of any personal information to that which is required for valid business purposes or to comply with legislation (the "Personal Information"). Information collection is done via information you give us, as well as through automatic information obtained through the use of the website such as the use of "cookies". Collection of Personal Information is voluntary, however failure to provide information may disqualify you from the use of the Products.
- b) Accuracy – We make every effort to ensure that Personal Information is accurate and complete. You will have the opportunity to review and correct Personal Information, and on written request by an individual to whom the information relates, we will modify the information as required.
- c) Storage – We will store Personal Information using hard copy and/or electronic means in such a way as to prevent the unauthorized collection, use, disclosure or disposal of the Personal Information.
- d) Disclosure – We will not disclose Personal Information unnecessarily to employees of any third party without your consent. The disclosure of some Personal Information to third-party Product providers may be required to fulfill orders, deliver packages, analyze data, obtain marketing assistance, process

- credit card payments, provide customer service or comply with government regulations and laws. We do not sell your Personal Information to third parties.
- e) Access – All Personal Information provided is confidential. You have a right to access Personal Information about yourself. We will only provide access to your Personal Information to you or an appointed representative such as an Attorney acting under a Continuing Power of Attorney for Property or an Executor or Estate Trustee.

3) Terms of Sale

The Products are offered by way of online ordering, which are governed by the following:

a) Pricing & Fees

All prices are shown in Canadian Dollars. Prices are exclusive of all applicable taxes (including Federal and Provincial goods and services, sales, or other taxes on Products). Sales tax, where applicable, will be added to your order total. Orders may be subject to delivery or shipping charges. The final amount charged to you inclusive of taxes will be detailed at the checkout page of your order. PLEASE CONSULT THE DETAILS PROVIDED IN YOUR ORDER AT THE FINAL CHECKOUT PAGE OF YOUR ORDER FOR MORE INFORMATION ON THE PRICING, SHIPPING COSTS, AND APPLICABLE TAXES FOR EACH ORDER.

All payments for Products must be made at the time of checkout. We accept no liability to complete any transaction which cannot be cleared by our payment processor, including but not limited to an insufficient credit limit of your card. If such a situation occurs, you will receive an error message, and the transaction will be denied and cancelled.

b) Cancellations

All cancellation policies are governed by the policies of the third-party suppliers. While Casket will strive to accommodate any cancellations made within a reasonable time frame, Casket has no control over third-party suppliers. You are encouraged to confirm the fitness of Products for your required use, and ensure that all selections are correct at the final checkout page prior to completing your order.

c) Shipping and Returns

All shipping and returns are governed by the policies of the third-party suppliers. Casket has no control over any third-party suppliers, and you are encouraged to familiarize yourself with the shipping and return policies for the third-party suppliers prior to completing your selection and orders. Casket is not responsible or liable for any action(s) or inaction(s) of such third parties and /or its agents and shall not be liable for any delays or loss of any kind which occurs while a shipment is in the custody or control of a third party.

d) Delivery

All Delivery is governed by the policies of the third-party suppliers. Casket has no control over third-party suppliers, and you are encouraged to familiarize yourself with the delivery policies for the third-party supplier prior to completing your selection and orders. Casket is not responsible or liable for any action(s) or inaction(s) of such third parties and/or its agents, and shall not be liable for any delays or loss of any kind which occurs while a shipment is in the custody or control of a third party. You are responsible for ensuring the completeness of the delivery instructions provided to us.

4) Amendments

Except as otherwise specified, the Terms and Conditions may be subject to change. You will be subject to the Terms and Conditions in force at the time you use the Website and/or make your purchase from us. Any amended Terms and Conditions will take effect immediately when they are posted on the Website. All continued use of the Website constitutes your agreement and acceptance to any changes.

5) Disclaimer and Limitation of Liability

Except for any representations and warranties specifically set out herein, we provide no representations, warranties, express or implied, either in fact or by operation of law, statute, custom, oral or written statement or otherwise, including but not limited to warranties of merchantability, availability, performance, compatibility, fitness for a particular purpose, satisfactory quality, correspondence with description and noninfringement, all of which are expressly disclaimed.

To the full extent allowed by law, in no event shall Casket have any liability, whether based in contract, delict, tort, negligence, or strict liability, for incidental, consequential, special, or punitive damages or any kind, or for loss of revenue, profits, business, goodwill, for any loss or corruption of or unauthorized access to or disclosure of information, data, or any financial loss arising out of or in connection with the use, performance, failure, or interruption of the Product, whether foreseeable or not, even if the Company had been advised of the possibility of such loss or damage. In the event the Company is found liable to pay any damages, the total cumulative liability to you under the Agreement shall not exceed \$ 100.00. If any part of this limit of liability is held to be invalid, the invalid provision shall be deemed to be severed from, and shall not affect the validity of, the overall limitation of liability as set out herein.

6) Indemnification

You agree to defend, indemnify, and hold harmless Casket, its officers, affiliates, employees, and agents, from and against any claim, liabilities, damages, losses, and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to the or use of the Product.

7) General Provisions

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario, Canada.

This Agreement shall ensure to the benefit of and be binding upon, in the case of the Company, its successors and assigns, and in the case of the other parties, their respective heirs, executors, administrators, successors, and assigns.

If any provision of the Agreement is held to be invalid by a court of competent jurisdiction, the provision shall be deemed to be severed from the Agreement and shall not affect the validity of the Agreement as a whole.