

Terms of Sale (Apparel)

1. OUR WEBSITE.

Taiga Motors Inc. ("Taiga", "we", "us", "our") operates the website www.taigamotors.com ("Website"). Our offices are located at 480 Lafleur Avenue, LaSalle, QC, H8R 3H9. Taiga is a Quebec corporation. "You" refers to the purchaser of merchandise and apparel made available by Taiga on the Website ("Products"), excluding vehicles and parts.

As of the current date, the Products are only available in Canada. Shipping is offered free of charge for any Order with a value over \$100 Canadian dollars (taxes excluded) (limited time offer).

Une version française de ces conditions de vente est également disponible, veuillez-vous référer à celle-ci. Avant de procéder à une commande en anglais, notez que vous pouvez changer la langue du site internet et faire la commande en français.

2. TERMS AND CONDITIONS OF SALE.

These terms and conditions of sale ("Terms of Sale") apply to the purchase of merchandise and apparel made available on the Website (except for vehicles and parts). The Terms of Sale are completed by Taiga's [Privacy Policy](#). Access and use of the Website itself is governed by Taiga's website [Terms & Conditions](#). Please read these Terms of Sale carefully and make sure that you understand them, before ordering any Products. We also invite you to save or print a copy of these Terms of Sale. Please note that before placing an order you will be asked to agree to these Terms of Sale. Once the order is made and confirmed by Taiga, the sale is confirmed.

3. PRODUCT INFORMATION.

a. Availability. All Products shown on the Website are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we reserve the right to cancel your Order if it is the case. We make no representations or warranties that any of the Products on the Website will be available at any time or location.

b. Colours and Packaging. The images of the Products on our Website are for illustrative purposes only. We make efforts to display as accurately as possible the colours of our Products that appear on the Website. Because the actual colours seen on the Website depend on many factors, such as your monitor and settings, we cannot guarantee that your monitor's display of any colour will be accurate. The packaging of the Products may vary from that shown on images on the Website.

4. PURCHASER RESTRICTIONS.

We offer Products for sale only to individuals who are minimally of 18 years of age, or who are of legal age to make such purchases where they live. The Products are made available for customers, and not for resale, distribution or any other commercial or business purpose. We reserve the right not to accept orders placed by persons other than

consumers or orders placed by consumers under the applicable age in your territory. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Your purchase of Products does not imply or suggest any endorsement, affiliation or association with Taiga and its partners. You must possess a valid credit or debit card issued by a bank acceptable to the payment solutions provider leveraged by our Website. Payments will be processed by a third-party in accordance with Taiga's Privacy Policy.

5. PURCHASE OF PRODUCTS. To purchase Products, the following steps need to be followed:

- a. Order. On the Website, you select the Products you want, as well as the size(s) and quantities required. Then, the Website will prompt you to submit your personal information and shipping information. You should then carefully review the product specifications (including size, model, color, etc.), the relevant price, shipping costs, review and accept these Terms of Sale. By confirming your order, you accept your obligation to pay the total price in exchange for the Products you have selected and your order for Products is placed (once this process is complete, this constitutes an "Order"). Once you accept, you will be taken to the payment page hosted by our third-party payment solutions provider to make the payment.
- b. Order Confirmation. Once the payment is processed, Taiga will confirm your Order by sending you an email to the email address you've indicated when placing your Order. If we discover an error in the price of any Product you have ordered, we may cancel the Order and you will receive a full refund. The confirmation email will contain all information relating to your purchase and will contain include these Terms of Sale.
- d. Shipping Confirmation. Taiga will send you a shipping confirmation email as soon as your purchased Products are shipped. Shipping will be provided in accordance with Section 6 below.
- e. Terms of payment. We are a Canadian company, and all prices are reflected in Canadian dollars (CAD) and do not include applicable taxes. We will inform you in advance of shipping costs or fees, if any, through the Website. Payment for the Products and all applicable delivery charges is in advance. We will not charge you Products that are unavailable and will refund any amounts already paid (if any) by way of a credit to your credit card/ debit card account.
- f. Security checks. To protect against fraudulent use of credit / debit cards, verifications may be undertaken by our third-party payment solutions providers. These checks can take various forms and may involve contacting you by telephone before an Order is processed.

6. SHIPPING AND DELIVERY.

Taiga will, at its sole discretion, select the carrier and such carrier's terms and conditions shall apply for delivery. All times and dates for delivery in the shipping confirmation email are given in good faith and only represent an estimate. Delivery will be completed when we deliver the Products to the address you gave us upon placing the Order. The Products will be your responsibility from the completion of delivery. You own the Products once we have received payment in full, including all applicable delivery charges and taxes. You can also track the progress of your delivery using the link that is found in your shipping confirmation email (if available, and subject to the carrier's policies).

7. SATISFACTION AND RETURNS.

We truly hope that you will like your Taiga purchase, but we understand that this might not always be the case. If you are not satisfied with your purchase, you can request a return within 30 days of the delivery date of your Order. The

item must be in its original packaging, unused, and in unaltered condition, and otherwise comply with this Section 7. If you wish to return your Product, please contact us at shop@taigamotors.ca and a Taiga representative will provide you with the appropriate instructions for return. Once the Product(s) are returned to Taiga in accordance with the above, Taiga will issue a full refund of the price paid using the same means of payment used by you in the Order. Taiga will process refund requests on an ongoing basis, but does not guarantee a specific timeline. Please note that your financial institution may take some time to process the transaction and update your bank statement. Returns are at your costs.

8. PRODUCTS WARRANTIES AND DISCLAIMER.

THE LAWS OF CERTAIN JURISDICTIONS (INCLUDING QUEBEC) DO NOT ALLOW THE LIMITATION OR DISCLAIMER OF IMPLIED WARRANTIES AND CONDITIONS. ACCORDINGLY, SOME OR ALL OF THE BELOW DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, TAIGA DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER ARISING FROM SALE OF GOODS STATUTES OR OTHERWISE), RELATING TO ANY PRODUCTS SOLD OR DISTRIBUTED BY TAIGA IN ACCORDANCE WITH THESE TERMS OF SALE.

9. LIMITATION OF LIABILITY REGARDING PURCHASES.

THE LAWS OF CERTAIN JURISDICTIONS (INCLUDING QUEBEC) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OR OF CERTAIN DAMAGES. ACCORDINGLY, SOME OR ALL OF THE BELOW EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THIS EXCLUSION AND LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL TAIGA OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION (COLLECTIVELY, "DAMAGES") ARISING FROM OR IN ANY WAY RELATED TO THESE TERMS OF SALE. THESE DAMAGES INCLUDE, WITHOUT LIMITATION, LOSS ARISING FROM DEATH OR PERSONAL INJURY, PROPERTY LOSS, LOSS OF REVENUE, LOSS OF ANTICIPATED PROFITS AND LOST BUSINESS, DATA OR SALES, EVEN IF TAIGA OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, TAIGA'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCTS TO WHICH THE ALLEGED DAMAGES RELATE.

10. FORCE MAJEURE.

Taiga will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms of Sale that is caused by a force majeure event as defined under the Quebec Civil Code ("Force Majeure Event").

11. WAIVER.

If either party fails to insist that the other perform any of its obligations under these Terms of Sale, or if either party does not enforce its rights against the other party, or delays in doing so, that will not mean that the concerned party

has waived its rights against the other and will not mean that the other party does not have to comply with those obligations. If either party waives a default by the other, it will only do so in writing, and that will not mean that it will automatically waive any later default.

12. SEVERABILITY.

If any provision of these Terms of Sale is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms of Sale will be reformed, construed and enforced in such jurisdiction as if such provision had never been contained herein.

13. PERSONAL INFORMATION.

You will share personal information with Taiga if you purchase Products and these Terms of Sale apply. Rest assured that we take privacy seriously and we will only use your personal information in accordance with our Privacy Policy. Please take the time to read these policies, as they include important terms which apply to you.

14. LANGUAGE.

These Terms of Sales are available both in French and in English. The official language shall be French in the event of any conflict or ambiguity. Communications between Taiga and you and any proceedings in connection with these Terms of Sale and/or your use of the Website shall be in accordance with the language preference you have elected when placing your Order.

15. ENTIRE AGREEMENT.

These Terms of Sale, the Terms & Conditions and the Privacy Policy constitute the entire agreement between you and Taiga with respect to the Website and your purchase of Products, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Taiga for this matter.

16. CHANGES TO THESE TERMS OF SALE.

We may revise and modify these Terms of Sale from time to time. Only the version of the Terms of Sale in force at the time you place your Order will apply between you and Taiga. The date noted at the top of these Terms of Sales reflects the date at which the last update was made. Taiga does not commit to providing notice of any change to these Terms of Sale – please consult them prior to making an Order, as changes may be made on an ongoing basis.

17. GOVERNING LAW AND JURISDICTION.

These Terms of Sale shall be governed by, construed and enforced in accordance with the law of the province of Quebec, without giving effect to any conflict of law provisions and any dispute that may arise out of or in relation to the validity, conclusion, interpretation and/or performance of these Terms of Sale shall be brought before the courts of the district of Montreal, QC.

