

CA-TCsga07

**E-commerce terms and conditions template: retailer of goods**

## **Terms and conditions**

Our address is: [Address].

You are: Anyone who uses our website.

#### **The terms and conditions:**

## 1. Definitions

In this agreement:

## 2. Interpretation

In this agreement unless the context otherwise requires:

### **3. Our contract with you**



#### **4. Acceptance of your order**



*OR*

- 4.2. Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order

AND



OR



## **5. Price and payment**



**OR**



OR

- 5.5. Prices include GST/HST. If you show by your delivery address that you reside outside Canada, we [REDACTED]  
[REDACTED] / [REDACTED].

## **6. Security of your [credit card]**

## **7. Delivery and pick up**

- 7.11. Some Goods are so large and heavy that delivery [REDACTED]  
[REDACTED], [REDACTED].

7.12. Time for delivery specified on the order, [REDACTED],  
[REDACTED]  
[REDACTED].

7.13. We are happy for you to pick up Goods from our shop/ [REDACTED]  
[REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED].

7.14. If you [REDACTED]:

7.14.1 we will not [REDACTED]  
[REDACTED];

7.14.2 Goods are at your risk from [REDACTED]  
[REDACTED]  
[REDACTED] / [REDACTED];

7.14.3 you agree that you are responsible for everything that happens  
after [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

## **8. Foreign taxes and duties**

## **9. Liability for subsequent defects**

- 9.1. Please examine the Goods received from us immediately you receive them. If [REDACTED]  
[REDACTED] [30] [REDACTED]  
[REDACTED], [REDACTED]
- .
- 9.2. The procedure [REDACTED]  
[REDACTED]:
- 9.2.1 the Goods must be returned to us as [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED].
- 9.2.2 before you return the Goods to us, please carefully re-[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED] / [REDACTED]  
[REDACTED].
- 9.2.3 please follow the returns procedure [provided on Our Website /  
[set out on the](#) [REDACTED]  
[REDACTED] / [REDACTED]  
[REDACTED]  
[REDACTED].]
- 9.3. We will [REDACTED]  
:
- 9.3.1 we receive [REDACTED]  
[REDACTED].
- 9.3.2 you comply with our returns [REDACTED]  
[REDACTED].
- 9.3.3 you tell us clearly what is the fault you [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 9.4. If any [REDACTED], [REDACTED]:
- 9.4.1 repair or replace the Goods, or
- 9.4.2 refund the full cost [REDACTED]  
[REDACTED].

## **10. Disclaimers**

- 10.1. The law differs from one ■■■■■ . ■■■■■ .
  - 10.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction ■■■■■ , ■■■■■ , ■■■■■ , ■■■■■ , ■■■■■ , ■■■■■ .
  - 10.3. We make no representation or warranty for:
    - 10.3.1 the quality of the Goods;
    - 10.3.2 any implied warranty or condition ■■■■■  
■ ;
    - 10.3.3 the correspondence of the Goods with any description;
    - 10.3.4 the adequacy ■■■■■ .
  - 10.4. We claim no expert knowledge in any subject. ■■■■■ .  
■■■■■ .
  - 10.5. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, ■■■■■ .  
■■■■■ , ■■■■■ , ■■■■■ .  
■■■■■ , ■■■■■ , ■■■■■ .  
■■■■■ , ■■■■■ .  
■■■■■ .
  - 10.6. We make no ■■■■■ .  
■■■■■ :
    - 10.6.1 accuracy of any ■■■■■ .  
■■■■■ .

#### **10.6.2 delivery of Content, material or any message;**

### 10.6.3 privacy of any transmission;

10.7. Our Website includes Content Posted by third parties. We are not responsible for such Content or for any action taken in connection therewith by any of our users.

OR

10.12. If you become aware of any breach of any term of this [REDACTED]  
[REDACTED], [REDACTED] [REDACTED]  
[REDACTED]. [REDACTED] [REDACTED]  
[REDACTED].

## **11. Your account with us**



## **12. Restrictions on what you may Post to Our Website**

■ ■ ■ ■ ■ ;

12.11. [ 18 ].

## **13. Your Posting: restricted content**

..... , .....

....., .....

13.4. inaccurate, false, or misleading information.

## **14. How we handle your Content**

，  
，

[ ···  
/ ··· ] ···].

## 15. Removal of offensive Content

- 15.1. ···, ···  
···  
···.
- 15.2. ···  
···, ···  
···  
··· - ···, ···  
···  
···.
- 15.3. ···, ···  
···:
  - 15.3.1. ···  
···  
, ···  
···.
  - 15.3.2. ···  
···;
  - 15.3.3. ···  
···, ···  
···;
- 15.4. ··· - ···  
···.
- 15.5. ···  
···, ···  
···, ···  
···, ···.
- 15.6. ···  
···  
···, ···  
···.

## **16. Security of Our Website**

.....  
.....

## **17. Indemnity**

17.2. your breach of this agreement;

## **18. Intellectual Property**

## **19. Miscellaneous matters**

19.2. [ ]  
( )  
,  
,  
. ,  
.

It shall be deemed to have been delivered:

## Explanatory notes:

## **E-commerce terms and conditions template: retailer of goods**

## Paragraph specific notes:

Notes numbering refers to paragraph numbers.

## 1. Definitions

We use	You might decide
“Goods”	“Products or Toys”/ “ ■ ■ ■ ■ ”
“Our Website”	“The Toy Store Site”/ “ ■ ■ ■ ■ ■ ■ ■ ■ ”

## 2. Interpretation

### **3. Our contract with you**

#### **4. Acceptance of your order**

This paragraph establishes the contract. This is very important in an Internet contract because there are so many places in the buying procedure where it could be claimed that the contract has been completed. By leaving the point at which the [REDACTED], [REDACTED] [REDACTED] :



## **5. Price and payment**

## **6. Security of your [credit card]**

## **7. Delivery and pick up**

## **8. Foreign taxes and duties**

.....

## **9. Liability for subsequent defects**

## **10. Disclaimers**

Disclaimers are not always binding. The law is complicated and much depends on the facts of each case. Our best advice to you is to ■ ■ ■ ■ ■ ■ ■ ■

..... ,  
.....  
..... .

.....

## **11. Your account with us**

These terms provide some protection in case of customer disputes about use of an account. We recommend leaving [REDACTED]

.....

## **12. Restrictions on what you may Post to Our Website**

This and the following four paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, and leave messages, and so on, the

data, upload, download, and leave messages, and so on, the **Cloud** is a **Cloud** of **Clouds**.

No matter what you put in these paragraphs, there is no certainty that you may ██████████  
██████████ . ██████████, ██████████ ██████████, ██████████  
██████████ , ██████████, ██████████, ██████████, ██████████.  
██████████ , ██████████, ██████████, ██████████.

Of course, ██████████  
██████████.

We suggest that ██████████  
██████████.

### **13. Your Posting: restricted content**

This paragraph continues in the vein ██████████ . ██████████  
██████████, ██████████ ██████████ ██████████ ██████████  
██████████.

### **14. How we handle your Content**

It is a question of ██████████  
████ . ██████████ ██████████ ██████████  
██████████.

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate ██████████ . ██████████ ██████████  
██████████  
██████████  
██████████  
████ . ██████████ ██████████ ██████████ ██████████  
██████████.

### **15. Removal of offensive Content**

This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one ██████████ . ██████████  
██████████  
██████████ , ██████████ , ██████████ , ██████████ .  
██████████  
████ , ██████████ ██████████ ██████████ ██████████  
██████████ & █████ ( █████  
██████████ , ██████████ ).

### **16. Security of Our Website**

There is an intentional overlap here with the paragraph on ██████████  
██████████.  
██████████.  
██████████.  
██████████.  
██████████.

## **17. Indemnity**

We suggest no edits.

## **18. Intellectual Property**

Few business managers appreciate just how ██████████  
██████████. ██████████  
██████████, ██████████.

We suggest that ██████████, ██████████  
██████████.

## **19. Miscellaneous matters**

A number of special points. ██████████  
██████████, ██████████  
██████████.

Take care before agreeing to accept ██████████  
██████████, ██████████  
██████████.

## **End of notes**