

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of www.made-in-germany.ca (the "Site"). This Site is owned and operated by [Xentas Inc.](#) This Site is an ecommerce website.

The following sets out the terms and conditions under which you may access and use the Site, and the information and materials contained therein. By accessing the Site, you are agreeing to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, you may not access or use the Site, or any information or materials contained therein.

The Site and the information contained therein (including changes to these Terms and Conditions) may be changed or updated from time to time without notice. It is your responsibility to check for such changes. Xentas may revise, supplement or delete information, materials, services and/or the resources contained in the Site and reserves the right to make such changes without prior notification to past, current or prospective visitors. If you do not agree with any amendment, you must stop using and accessing the Site. Your continued access or use of the Site after any such changes are posted will constitute your acceptance of these changes. Although Xentas believes this information to be correct at the time it is posted, Xentas does not warrant the accuracy, completeness or currency of this information always and Xentas cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information or materials on the Site.

You may not interfere with the security of, or otherwise abuse, the Site or any system resources, services or networks connected to, or accessible through, the Site. You may only use the Site for lawful purposes.

Intellectual Property

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Subject to these Terms and Conditions, you are granted a limited license only to display and print the materials and information contained in the Site for your own personal, non-commercial use, provided that such materials and information are not modified, and that copyright and other intellectual property notices are not altered or deleted. You may not create derivative works from or otherwise reproduce, modify, republish or disseminate any materials or information contained in the Site in any manner or form whatsoever. Unless you have entered into a separate agreement with Xentas, any other use of such materials or information without Xentas' written permission is prohibited.

The materials and information contained in the Site are protected under the laws of Canada and of other countries. Certain words, phrases, names, titles, icons, graphics, designs or logos used on the Site may constitute trademarks, service marks or trade names of Xentas or other entities. The display of trademarks, service marks or trade names on the pages of the Site does not imply that a license of any kind has been granted to anyone else. Except as specifically set out herein, you may not use any such trademarks, service marks or trade names in any manner whatsoever.

Privacy

Our privacy policy can be accessed at www.made-in-germany.ca. We encourage you to review this document periodically.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

You may not interfere with the security of, or otherwise abuse, the Site, or any system resources, services or networks connected to or accessible through the Site. You may only use the Site for lawful purposes. You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Xentas' computer systems or perform functions that you are not authorized to perform pursuant to these Terms and Conditions.

While using the Site, you agree to comply with all applicable laws, rules and regulations.

You further agree not to:

- mirror or frame any part of the Site without Xentas' express prior written consent; or
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site, without our express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site 's root directory, Xentas grants to the operators of public search engines a revocable, limited, non-exclusive license to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. For greater certainty, Xentas reserves the right to revoke such licenses either generally or in specific cases, at any time and without notice.

User Contributions

Users may post the following information on our Site:

- Public comments, product reviews, email comments and communications, chatbot communications.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions. Please note that we do not solicit or encourage submissions of content containing ideas or suggestions relating to the Site, or Xentas' business. If you send us any ideas or suggestions, regardless of the topic, we will have no obligations with respect to such ideas or suggestions and may use them for any purpose whatsoever.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Software or Computer Viruses

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information or materials contained on the Site. Computer viruses or other destructive programs may also be inadvertently downloaded from the Site.

Xentas shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on the Site or your downloading of any of the information or materials from the Site. Xentas recommends that you install appropriate anti-virus or other protective software.

Sale of Goods

These Terms and Conditions govern the sale of goods available on our Site. The following goods are available on our Site:

- Christmas décor
- Other handmade products
- Other imported products from Germany
- Any other product which Xentas may market on its Site from time to time.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or

images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

User Goods and Services

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

Payments

We accept the following payment methods on our Site:

- Credit Card
- PayPal

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Free delivery within Calgary city limits. Delivery takes 1-3 business days.; or
- Standard delivery by Canada Post or courier. Delivery takes 4-14 business days.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside Canada, your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person because of you providing us with inaccurate or incomplete information.

Consumer Protection Law

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites.

Disclaimer of Warranties

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IN ADDITION, WITHOUT LIMITING THE FOREGOING, XENTAS DOES NOT REPRESENT OR WARRANT THAT THE SITE OR THE MATERIALS OR INFORMATION CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE. THE SITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. XENTAS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY SUCH BUGS, ERRORS, PROBLEMS OR LIMITATIONS IN THE OPERATION OF, OR ANY INFORMATION OR MATERIALS CONTAINED IN, THE SITE.

Exclusion of Liability

AS ABOVE, YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SITE, INCLUDING WITHOUT LIMITATION ANY OF THE MATERIALS OR INFORMATION CONTAINED THEREIN.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL XENTAS OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SECURITY HOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER, OR ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR LOSS OF OPPORTUNITY IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH OR ARISING FROM YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE SITE OR WITH ANY LINKED THIRD-PARTY SITE, THE MATERIALS OR INFORMATION CONTAINED THEREIN, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, BY USING OUR SITE, YOU AGREE THAT XENTAS' TOTAL MAXIMUM AGGREGATE LIABILITY TO YOU UNDER THESE TERMS AND CONDITIONS OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE SITE, THE INFORMATION OR THE MATERIALS CONTAINED THEREIN, IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE (\$5.00) DOLLARS.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR XENTAS TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY XENTAS, XENTAS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIAL FEES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify and hold Xentas and its officers, directors, shareholders, predecessors, successors, assigns, employees, and agents harmless against all claims or liability and expenses including legal fees, asserted against Xentas arising out of or in connection with any breach by you or anyone acting on your behalf of any of these Terms and Conditions, or your use of the Site, for any reason.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

General

Xentas is headquartered in Alberta, Canada and the Site is controlled, operated and administered by Xentas from Alberta, Canada. The Site can be accessed from all provinces and territories of Canada, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of Alberta, Canada, by accessing the Site, you acknowledge and agree that all matters relating to these Terms and Conditions and access to, or use of, the Site (including any of the materials or information contained therein), and the resolution of any dispute arising between the parties shall be governed and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein (without reference to conflicts of laws principles). You agree that any legal action or proceeding between you and Xentas which in any way concerns these Terms and Conditions or the use of the Site or any materials or information contained therein shall be brought exclusively in the courts in Alberta, Canada sitting in the City of Calgary. Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against Xentas relating to any such dispute and you also agree to opt out of any class proceedings against Xentas. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction to obtain injunctive or other emergency or similar relief.

Xentas makes no representation that access to the Site or that the information contained therein is appropriate or legal in any jurisdiction. You may not access the Site or use any information in those jurisdictions where it would be illegal. In any case, your access to the Site is entirely at your own initiative and you are responsible for ensuring that all laws are complied with.

Xentas' failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right.

By the user's use of the Site, the user agrees that these Terms and Conditions and all documents relating thereto shall be drawn up in English. Les parties ont demandé que cette convention, ainsi que tous les documents qui s'y rattachent, soient en anglais.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

Made in Germany

(403) 481-0547

info@made-in-germany.ca

You can also contact us through the feedback form available on our Site.

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