

# TERMS AND CONDITIONS OF SALE – B2C



Version 1 February 2025

These General Terms and Conditions (later referred to as "T&Cs" or "Terms") apply to the use of [www.vidaxl.ca](http://www.vidaxl.ca) website, operated by vidaXL Marketplace LTD (later referred to as "vidaXL"). vidaXL.ca., and our subsidiaries are referred to collectively in these Terms as "**vidaXL**," "**vidaXL Websites**," "**We**" or "**Our**." These Terms are provided in English and French with both versions having the same legal force.

You accept that the use of this website and any transaction made via the website, is subject to these Terms (as well as any other applicable terms. vidaXL advises that you read these T&Cs carefully and thoroughly and print a copy for future reference. By browsing, using, registering, with or completing any transaction via our website, you confirm that you have read, understood and agree to these T&Cs. You will refrain from using the website in the event you would disagree with any provisions herein. These Terms are subject to change at any time, with notice provided by vidaXL.

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## ARTICLE 1 – DEFINITION

In these terms and conditions, the following definitions apply:

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<b>Consumer</b>	The natural person who does not act in the exercise of a profession or business and who enters into a distance contract with vidaXL (hereinafter referred to as "buyer");
<b>Contract</b>	The purchase agreement between vidaXL and the Buyer for the purchase of goods after said purchase was confirmed by vidaXL as described in the present Terms and Conditions;
<b>Day</b>	Monday, Tuesday, Wednesday, Thursday and Friday;
<b>Distance contract</b>	An agreement in which, within the framework of a system organized by vidaXL for the distance sale of products, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
<b>Offer</b>	Refers to the display of goods by vidaXL on vidaXL.ca;
<b>Order</b>	Refers to request from a Buyer to purchase a product displayed on vidaXL.ca which orders are subject to vidaXL's acceptance to have legal force;
<b>Technique for distance communication</b>	Means that can be used for concluding an agreement, without the buyer and vidaXL meeting simultaneously in the same room;

## ARTICLE 2 – IDENTITY OF THE SELLER

Name of entrepreneur: vidaXL

trading under the name(s): vidaXL Marketplace LTD

Registration Address and mail: 300-989 Granville Street, Vancouver BC V6Z 1L3, CANADA – **No package returns will be accepted at this address.**

Telephone number: [please refer to this page.](#)

E-mail address: [please refer to this page.](#)

## ARTICLE 3 - APPLICABILITY

3.1 These Terms apply to:

- all products and services displayed or offered for sale on [www.vidaXL.ca](http://www.vidaXL.ca); and all distance contracts concluded between vidaXL and a Consumer acting for personal, non-commercial purposes

3.2 Prior to placing an order and concluding a contract, these Terms are made available to the Buyer on vidaXL.ca in a clear and comprehensible manner. The Buyer may download and store these Terms free of charge on a durable medium. Upon request, vidaXL may also provide the Terms by email or other digital means.

3.3 Where specific terms or conditions apply to a particular product or promotion (“Specific Conditions”), such Specific Conditions shall prevail **only to the extent of any inconsistency** with these Terms.

3.4 Nothing in these Terms or in any Specific Conditions excludes, limits, or waives any **mandatory consumer rights** granted under applicable federal or provincial laws of Canada. Any provision that conflicts with such mandatory law shall be deemed modified to the minimum extent necessary to comply with that law.

3.5 Any terms or conditions proposed by the Buyer that differ from or add to these Terms are expressly rejected and shall not apply unless expressly accepted in writing by vidaXL.

## ARTICLE 4 – THE OFFER

4.1 All product displays, descriptions, and prices shown on vidaXL.ca constitute an invitation to treat and do not constitute a binding offer. A binding contract is formed only in accordance with Article 5 upon confirmation of the order by vidaXL.

4.2 Where an offer is subject to a limited period of validity, availability, quantity restrictions, or specific conditions, this shall be expressly stated on the website or at checkout

4.3 vidaXL makes reasonable efforts to ensure that product descriptions, specifications, prices, and images are accurate and complete. However:

- product images are provided for illustrative purposes only and may differ slightly from the delivered product; and
- obvious errors, inaccuracies, or omissions (including pricing or availability errors) do not bind vidaXL and may be corrected at any time prior to order acceptance.

4.4 The Buyer is responsible for reviewing the full product description and specifications prior to placing an order. Minor variations in color, dimensions, materials, or finish that do not materially affect the intended use of the product shall not constitute non-conformity.

4.5 Each offer contains sufficient information to allow the Buyer to understand the principal characteristics of the product, the total price payable, and the main rights and obligations arising from acceptance of the offer, in accordance with applicable consumer protection laws.

## ARTICLE 5 – THE AGREEMENT

5.1 Any order placed by the Buyer through vidaXL.ca constitutes a proposal to purchase the selected product(s) under these Terms. Where an order includes multiple products, each product shall constitute a separate and independent proposal to purchase.

5.2 Prior to submitting an order, the Buyer is provided with the technical means to review, correct, or modify the order details, including delivery address, product

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selection, and quantity. The Buyer is responsible for verifying the accuracy of all information before final submission of the order.

5.3 The contract is concluded only when vidaXL expressly accepts the Buyer's order by sending an order confirmation email. No agreement shall be deemed concluded prior to such confirmation.

5.4 Notwithstanding acceptance, vidaXL reserves the right to cancel an order, in whole or in part, in the event of:

- product unavailability;
- pricing or description errors;
- suspected fraud or misuse;
- failure of payment authorization; or
- any other legitimate reason permitted under applicable law.

5.5 In such cases, the Buyer shall be notified and any amounts paid will be refunded without undue delay.

5.6 vidaXL shall implement reasonable technical and organizational measures to ensure the security of electronic transactions and the protection of personal and payment data, in accordance with applicable laws and industry standards.

5.7 To the extent permitted by applicable law, vidaXL may carry out verification checks related to payment, identity, or fraud prevention. If such checks give rise to legitimate concerns regarding the execution of the order, vidaXL may refuse the order or subject it to additional verification requirements.

5.8 At the latest at the time of delivery, or by electronic means prior thereto, vidaXL will make available to the Buyer, in a clear and durable format:

- these Terms and Conditions;
- information relating to applicable warranties and after-sales service;
- the total price of the product, including applicable taxes;
- where applicable, delivery costs; and
- the applicable payment and delivery arrangements

## ARTICLE 6 – THE PRICE

6.1 All prices displayed on vidaXL.ca are shown in Canadian dollars (CAD) unless expressly stated otherwise.

6.2 vidaXL may change prices, discounts, and promotions at any time prior to the Buyer placing an order. Such changes shall not affect orders that have already been confirmed in accordance with Article 5.

6.3 The price payable by the Buyer for a product is the price displayed at checkout at the time the order is placed and submitted. The Buyer is provided with a summary of the order, including the total price payable, prior to completing the purchase.

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6.4 Unless expressly stated otherwise, displayed prices do not include applicable taxes. All applicable federal, provincial, and local taxes will be calculated and clearly displayed in the shopping cart, at checkout, and in the order confirmation.

6.5 vidaXL makes reasonable efforts to ensure that pricing and availability information is accurate and up to date. However, in the event of a manifest and obvious pricing error (including typographical or technical errors), vidaXL reserves the right to correct such error and to cancel the affected order prior to delivery. In such cases, the Buyer will be informed without undue delay and any amount paid will be refunded.

6.6 vidaXL complies with all applicable Canadian laws and regulations relating to price representation, promotions, and advertising

### ARTICLE 7 – PAYMENT

7.1 Unless otherwise expressly stated, full payment of the purchase price is due at the time the Buyer places the order. The Buyer acknowledges that payment of an order does not constitute acceptance of the order by vidaXL. Acceptance occurs only in accordance with Article 5 upon issuance of an order confirmation.

7.2 The Buyer is responsible for ensuring that all payment information provided is accurate, complete, and up to date. The Buyer must immediately notify vidaXL of any errors or inaccuracies in the payment details provided.

7.3 The payment methods accepted by vidaXL are those made available on vidaXL.ca at the time of checkout. vidaXL reserves the right to modify available payment methods from time to time, subject to applicable law.

7.4 If payment authorization is refused, reversed, or subsequently invalidated, vidaXL reserves the right to suspend or cancel the order. In such cases, no contract shall be deemed concluded, or the contract may be terminated in accordance with Article 5, without prejudice to any refund of amounts actually received.

7.5 vidaXL shall not be responsible for any additional charges, fees, or costs imposed by the Buyer's bank, card issuer, or payment service provider, including currency conversion fees or transaction fees.

### ARTICLE 8 – DELIVERY AND CONTRACT PERFORMANCE

8.1 Unless expressly stated otherwise, delivery costs are included in the total price paid by the Buyer at the time of placing the order.

8.2 vidaXL shall use commercially reasonable efforts to process and fulfill accepted orders promptly and in accordance with these Terms.

8.3 Products shall be delivered to the delivery address provided by the Buyer at the time of ordering. The delivery address must be located within Canada. Delivery may not be available in all regions of Canada, as indicated at checkout or on the relevant

information pages. The Buyer is solely responsible for providing complete and accurate delivery information.

8.4 The Buyer shall ensure that the delivery location is accessible and that the Buyer or a designated representative is available to receive the delivery. vidaXL does not provide in-home delivery services. If delivery cannot be completed due to the Buyer's failure to meet these requirements, additional delivery attempts or costs may be charged to the Buyer, where permitted by law.

8.5 Unless a different delivery period is expressly agreed, vidaXL shall deliver the products within 30 days from the date of order confirmation. If vidaXL is unable to deliver within this period, or if an order cannot be fulfilled in whole or in part, the Buyer shall be informed without undue delay.

8.6 In the event of non-delivery or material delay in delivery, the Buyer shall be entitled to cancel the affected order, in accordance with applicable law. Upon such cancellation, vidaXL shall refund all amounts paid in respect of the undelivered product(s) without undue delay.

8.7 The risk of loss of or damage to the products remains with vidaXL until the products are delivered to the Buyer or to a third party designated by the Buyer, other than the carrier, unless otherwise required by applicable law.

8.8 vidaXL shall not be liable for delivery delays caused by events beyond its reasonable control, including carrier disruptions, extreme weather, strikes, or other force majeure events, subject to applicable consumer protection laws.

## **ARTICLE 9 – ORDER CANCELLATION AND NO RIGHT OF WITHDRAWAL**

9.1 No right to change your mind. Contracts concluded via the website are binding upon confirmation by vidaXL. Except where expressly required by applicable mandatory law, the Consumer does not have any right of withdrawal, return, or cancellation, including but not limited to cancellation for convenience, change of mind, ordering error, or no longer wanting the product.

9.2 Statutory cancellation rights preserved

9.2.1 Nothing in these Terms excludes, limits or waives any non-waivable rights of cancellation, refund, or remedy granted to Consumers under applicable federal or provincial consumer protection laws in Canada, including but not limited to rights arising in cases of:

- Non-delivery or late delivery;
- Delivery of goods that do not conform to the contract;
- Misleading representations or prohibited practices; or,
- Any other circumstances where cancellation or refund is mandatory under applicable law.

9.2.2 Where such statutory rights apply, they shall apply only to the extent and under the conditions prescribed by law.

9.3 No discretionary cancellation entitled. Any request by the Consumer to cancel an order outside of the situations described in article 9.2 may, at vidaXL's sole discretion, be considered as a gesture of goodwill. Such consideration:

- Does not constitute a contractual right;
- Does not create any precedent or commercial practice; and,
- May be refused without justification.

9.4 The consumer's rights in the event of delayed or failed delivery are governed exclusively by art. 8.5 and 8.6 of these terms and, where applicable, by mandatory law.

## **Article 10 – COMPLIANCE WITH AGREEMENT AND GUARANTEES**

10.1 vidaXL warrants that, at the time of delivery, the products conform to the purchase contract, including the description provided at the time of sale, and comply with all applicable statutory warranties and consumer protection laws in force in Canada.

10.2 Subject to applicable law, if a product is found to be defective or non-conforming, the Buyer may be entitled to remedies such as repair, replacement, price reduction, or refund, depending on the nature of the defect and the circumstances. Where permitted by law, vidaXL reserves the right to propose the remedy that is reasonable and proportionate, taking into account the nature of the defect and the cost of the proposed remedy.

10.3 Except as required by applicable law, this Article does not provide any additional commercial warranty or guarantee beyond statutory implied warranties.

10.4 Any remedy under this Article may be refused or limited where the defect results from:

- misuse, abuse, or negligence;
- failure to follow installation, use, or maintenance instructions;
- normal wear and tear;
- accident or external causes; or
- repair, modification, or alteration carried out by a third party without vidaXL's prior authorization.

10.5 Nothing in these Terms limits or excludes any non-waivable consumer rights under applicable federal or provincial laws, including implied conditions and warranties relating to quality, fitness for purpose, and durability.

## ARTICLE 11 – DATA PROTECTION

11.1 When using the website and/or placing an order, vidaXL may collect personal information about you. This information will be collected, used and disclosed in accordance with applicable laws and our [Privacy Policy and Cookie Statement](#).

## ARTICLE 12 – INTELLECTUAL PROPERTY

12.1 The content of the website [www.vidaXL.ca](http://www.vidaXL.ca) is the property of vidaXL and its partners and is protected by Canadian laws relating to intellectual property. Any total or partial reproduction of this content is strictly prohibited and is liable to constitute an offense of counterfeiting.

12.2 The buyer or visitor shall refrain from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Seller.

## ARTICLE 13 – CONTACTING VIDAXL

13.1 Where applicable, the Buyer may submit any complaint by contacting the company using the following contact details:

by e-mail: [webservice.en@vidaxl.ca](mailto:webservice.en@vidaxl.ca),  
by chat,  
By phone at 1-226-828-9843,

13.2 Upon receipt of a complaint by vidaXL, vidaXL will make every effort to respond within a reasonable time and in no event later than 14 days following receipt of said complaint.

13.3 In the event of a dispute between vidaXL and the Buyer, the Parties expressly undertake to seek an amicable solution before initiating any other procedure.

13.4 Complaints about the implementation of the agreement must be submitted fully and clearly described to vidaXL within a reasonable time after the Buyer has discovered the defects but no later than 2 months following the discovery.

## ARTICLE 14 – APPLICABLE LAW AND COMPETENT JURISDICTION

14.1 The relationships between vidaXL and the Buyer are ruled by these terms and conditions, any other terms available on the website and are subject to the application of the laws of British Columbia. Where applicable, consumers may rely on more protective provincial law of residency of said consumer.

14.2 The competent jurisdiction shall be the Courts of Canada.





## **ARTICLE 15 – AMENDMENT OF THE GENERAL TERMS AND CONDITIONS AND CHANGES TO AND/OR SUSPENSION OF SERVICES**

15.1 vidaXL reserves the right to make changes to these Terms and Conditions from time to time and will make the latest version available on vidaXL.ca.

15.2 Changes to these terms and conditions will only take effect after they have been published in an appropriate manner, on the understanding that the provisions applicable to an order are the ones which were in force at the time of purchase by the Buyer.

15.3 The Buyer is entitled to request vidaXL to provide him with the applicable Terms and Conditions.

15.4 vidaXL reserves the right to temporarily or permanently stop providing the services and goods offered through the website. vidaXL cannot be held liable for discontinuing any service or good provided.