

## Commercial Terms and Conditions of Sale

Upon Buyer's acceptance of a Quote, Buyer acknowledges and agrees to be bound by the Terms and Conditions outlined below.

### DEFINITIONS

**Buyer:** The person or company purchasing the Mascot Costume from Atelier Matthew D Jewson.

**Company:** Atelier Matthew D Jewson

**Agreement:** Any agreement between the Company and the Buyer for the sale and purchase of the Costume, incorporating these terms.

**Costume:** Any Mascot costume agreed upon in the Agreement to be supplied to the Buyer by the Company (including any additional parts, if applicable).

**Delivery Point:** The location where delivery of the Costume takes place as agreed upon in the Invoice.

### Refunds & Cancellation

- **Cancellation:** Acceptance of the Quote constitutes an Order forming the Agreement. On cancellation of an Order, all materials and monies paid shall remain the property of the Company.
- **Refunds:** As Costumes are custom-made, no refunds, returns, or exchanges are permitted.
- If the customer is not satisfied with either the quality or the appearance of the ordered items(s) the Company will, at its own sole discretion, follow a strict policy of Repair, Rework, Replace.

### Order Process

- Upon acceptance of the Quote, the Company may begin production of the Costume. Once production has begun on the Costume there can be no cancellation of the order.
- The Company will aim to adhere to the Buyer's colour and design preferences but reserves the right to modify colours and designs to maintain the styling and colour balance of the Costume. The Buyer is responsible for ensuring the design has all necessary brand, trademark, and usage approvals .

### Costumes

- Mascot heads are NOT machine washable.
- Mascot costumes are for professional use only. They have limited vision and it is Buyer's liability to hire a skilled performer to work in a mascot costume. Under no circumstances is the Company is liable for improper use of the Costume.
- The Company reserves the right to use Costume designs and photos for publicity purposes.

### Delivery

- Any dates specified by the Company for delivery of the Costume are intended to be an estimate and time for delivery shall not be made of the essence by notice. Delivery timeline and location shall be specified in the Quote.
- The Company shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Costume (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Agreement unless such delay exceeds 30 days.

### Price

- The price is valid only for the specifications and quote it was provided with. Any changes can affect the price.
- The price for the Costume shall be exclusive of any taxes, duties, and all costs or charges in relation to packaging, loading, unloading, carriage, and insurance, all of which amounts shall be borne by the Buyer

### **Payment**

- Payment of the price for the Costume is due in the currency of the invoice, unless otherwise agreed upon by the parties. All invoices will be submitted with Net 30 Payment due dates.
- No payment shall be deemed to have been received until the Company has received cleared funds.

### **Limitation of Liability**

- Due to the delicate nature of the fabrics used in the production of the Costume, the Company cannot be held responsible for any damage caused by normal wear and tear, improper packaging, storage, or use.
- Damages due to ill care will not be compensated.
- The Company shall not be held liable for any incidental, indirect, punitive, special, or consequential damages arising from or related to the Costume, including but not limited to damages resulting from performer error, weather conditions, excessive use, unsafe performance conditions, or defective or unclean mascot parts. It is the responsibility of the Buyer to ensure that the mascot is in a wearable and safe condition for the performer. These limitations, exclusions, and disclaimers will apply to all damage claims, regardless of whether they are based on Agreement, warranty, strict liability, negligence, tort, or other legal grounds. Both parties agree that these limitations on liability represent an allocation of risk that forms part of the consideration for the Company's sale of the Costume to the Buyer. These limitations will remain in effect even if the essential purpose of any limited remedy fails, and regardless of whether a party has been notified of the possibility of such liabilities.

### **General Terms**

- If any provision of this Agreement is determined to be void or unenforceable, that provision will be removed or modified to the extent necessary to comply with applicable law, while the remainder of the Agreement will remain in full effect and continue to be binding.
- The Company reserves the right to assign, subcontract, or delegate this Agreement, or any associated rights, duties, obligations, or liabilities, in whole or in part, by operation of law or otherwise, while remaining responsible for the performance this Agreement.
- The Parties agree that this Agreement, and any claim, dispute, or controversy, shall be governed by the laws of the Province of Ontario, and the applicable federal laws of Canada.