

## STANDARD TERMS AND CONDITIONS

**1. Payment Terms.** Payment terms are net forty eight (48) hours from date of invoice. (Due Date) YGG must receive payment on or before the due date to be considered on time. Customer shall pay YGG a service charge of 2% per month (24% per year) or the highest amount allowed by law, if lower, on all past due amounts. YGG offers eCommerce solutions giving flexible invoice and payment options. A credit card number will be required prior to purchase for security. No charges will be applied to your credit card prior to notification of the amount. You will receive an invoice by e-mail from [service@intl.paypal.com](mailto:service@intl.paypal.com) please add this to your address book so it does not get filtered to spam.

- a. Invoice Options. Customer can receive invoices electronically, by fax or by mail.
- b. Payment Options. Payment can be made electronically, instructions are on the invoice, with Visa, Mastercard or American Express. EMT payments can be sent to [info@yourgrocergetter.net](mailto:info@yourgrocergetter.net). or by cheque.

**2. Conditions of Sale.** YGG agrees to purchase the products as instructed by the customer provided that (i) the products are available at the time of the order, (ii) YGG accepts the order, and (iii) Customer accepts the payment terms and is in full compliance with the Terms and Conditions of this Agreement.

**3. Substitutions.** YGG agrees not to make substitutions unless (i) the Customer has provided prior written consent, (ii) the product is the same name brand and the total mass/weight can be provided through different sized packagings.

**4. Taxes.** Customer shall be responsible for payment of all applicable taxes and/or gross receipts tax resulting from its transactions with YGG. A Customer that is exempt from taxation is required to provide valid certification to YGG supporting its claim of exemption.

**5. Ordering.** Please e-mail orders to [info@yourgrocerygetter.net](mailto:info@yourgrocerygetter.net) . Shipment of any order will be made in accordance with the Terms and Conditions of this Agreement unless otherwise agreed to in writing by the parties involved. YGG cannot guarantee maximum expiration dating on any products upon delivery. Specific dating needs/requests may be discussed at the time of order.

**6. Shipping.** All sealift orders will be delivered to TSC and are subject to their Terms and Conditions once delivered. Air freight shipments can be delivered to the airline of the Customer's request and will be shipped COD under the specific airlines Terms and Conditions. Unless otherwise agreed to in writing by the parties involved.

**7. Return Goods Policy.** Returns must be authorized before any returns will be accepted.

**8. Termination.** Either party to this agreement may cancel this Agreement at any time without cause upon thirty (30) days written notice. From and after the effective date of termination, neither party shall have any obligation to the other.

**9. Confidentiality.** Neither Customer nor YGG shall disclose the terms of this Agreement to any other person or entity outside its organisation and affiliates or make or make any public announcement concerning the existence of this Agreement or its terms, unless such party receives the prior written approval of the other party or such disclosure is required by law, subpoena or other judicial or administrative process or pursuant to the Generally Accepted Accounting Principles. For purposes of this provision, an affiliate is an entity in which Customer or YGG, as appropriate, maintains an ownership position in or a contractual relationship with, and the disclosure is required so that the disclosing party may fulfill its obligation hereunder.

**10. Product Supply.** YGG reserves the right , in its sole discretion, to remove any product from this Agreement without terminating the Agreement or impacting the supply of other products to the Agreement.

**11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. (excluding its conflicts of law provisions).

**12. Warranty.** THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. NEITHER YGG OR ITS AFFILIATES SHALL BE LIABLE FOR PROXIMATE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, COST OF REPLACEMENT, OR COMMERCIAL LOSS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS PROVIDED HEREUNDER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.