

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.tegoshelters.com** (the "Site"). This Site is owned and operated by Tégō Shelters. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Tégō Shelters and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Sale of Goods And Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Shelter/Home products.

The following services are available on our Site:

- Installation & Design.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services 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 and services 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 and services we provide. You agree to purchase goods and services 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.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- Debit; and
- Direct Debit.

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:

- Third Party Logistics and Final Mile.

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 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 as a result of you providing us with inaccurate or incomplete information.

Refunds

Refunds for Goods

Refund requests must be made within 7 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken; or
- Good does not match description.

Refunds do not apply to the following goods:

- All Shadowspec products, unless otherwise agreed upon with Tégō Shelters.

Refunds for Services

We provide refunds for services sold on our Site as follows:

- The services will be fully refunded if the services are cancelled at least 48 hours before the services were scheduled to be provided. Cancelled/refunded services DO NOT apply to Goods purchased in same Purchase Order.

Returns

Returns can be made by mail. To return a good by mail, follow the following procedure:

Contact Tégō Shelters to facilitate a return of goods.

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.

Limitation of Liability

Tégō Shelters and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Tégō Shelters and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Ontario.

Additional Terms

- Tégō Shelters reserves the right to cancel a purchase order at any time without prior consent or notification to and/or from the purchaser.;
- Installation Services Clause 1.0 - Tégō Shelters assumes no legal liability and/or accountability for any damages that may occur during the Installation Process and/or Post Installation Process.;

- Installation Services Clause 2.0 - In the event that any damages occurred during the Installation Process and/or Post Installation Process as a result of improper/negligent installation, and a Third Party Installer affiliated with Tégō Shelters was contracted for Installation, any applicable legal liability and/or accountability would be applied to the Third Party Installer, NOT Tégō Shelters.;
- Design Services Clause 1.0 - The Customer agrees that Tégō Shelters is not a licensed Engineer or Architect, and assumes no legal liability and/or accountability for any damages that may occur during, or caused due to, the Design Process and/or Post Design Process. Any and all Design Services provided directly by Tégō Shelters are considered non-binding advice and/or sketches.; and
- Design Services Clause 2.0 - Any Design Services and any activity related to Design Services that are conducted by a Third Party, have no legal ties to Tégō Shelters. Tégō Shelters assumes no liability and/or accountability for any activity related to Design Services that are conducted by a Third Party..

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 in order 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.

Contact Details

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

nick@tegoshelters.com

Effective Date: 14th day of December, 2021