



# Vendor Agreement for Crafted Canadian Inc.

**As a condition of registering as a seller/vendor with Crafted Canadian Inc. and using its services (the "Service"), you agree to all the terms and conditions listed in this Supplemental Vendor Agreement (the "Agreement").**

As used in this Agreement, "**we**," "**us**," and "**Crafted Canadian**" each mean Crafted Canadian Inc. and any of its directors, shareholders, agents, assigns, employees, and "**you**," "**your**" and "**Vendor**" each mean the applicant (if registering for or using the Service as an individual), or the business employing the applicant (if registering for or using the Service as a business) and any of its affiliates. Capitalized terms have the meanings given to them in this Agreement.

## 1) Vendor Registration

- 1.1 To become a seller on Crafted Canadian, you must complete the registration process by clicking on the "Seller Registration" link located in the footer of the homepage and following the instructions to set up your store, including store profile, shipping, payment details, and uploading products. You may not register for the Service if you are under the age of 18. As part of registration, you must provide us with your (or your business') legal name, address, phone number and e-mail address, as well as any other information we may request. Any information provided must correspond to your business name or to the name of an individual legally authorized to act on behalf of your business. Any personal data you provide to us will be handled in accordance with our Privacy Policy.

## 2) Term and Termination

- 2.1 The term of this Agreement will start on the date of your completed registration for use of the Service and continue until terminated by us or you as provided below. You may at any time terminate your account or this Agreement immediately on notice to us via the seller dashboard, email, or similar means. We may terminate your account or this Agreement for convenience with 30 days' advance notice. We may suspend or terminate your account or this Agreement immediately if we determine that (a) you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability toward a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion; (b) your account has been, or we identify that it may be used for deceptive or fraudulent, or illegal activity; (c) your use of the Services has harmed, or we reasonable believe that it might harm, other sellers, customers, or Crafted Canadian's legitimate interests; (d) if we are required to do so by law. We will notify you of any such termination or suspension via email or similar means, indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination

### **3) Fees**

- 3.1 All payments on the Service will be processed using Stripe.
- 3.2 To use the Service, you must have an active Stripe account.
- 3.3 Crafted Canadian will collect an administration fee for all retail sales made through the Service.

3.3.1 The administration fees collected from sales will be according to the following table:

	Applicable Administration Fee
Retailer accounts	10%
Wholesale accounts	5 %

3.3.2 Administration fees will be collected on the total order amount before taxes and shipping.

3.3.3 Administration fees are subject to change with thirty (30) days notice.

3.4 You are responsible for all of your expenses in connection with this Agreement.

### **4) Preference Pricing**

- 4.1 Advertised retail prices on the Service for Vendor products must be 5% lower than a Vendor's advertised retail prices or manufacturer's suggested retail prices.

### **5) Payment Processing**

- 5.1 Payments for sales are processed securely through Stripe Payment.
- 5.2 Through Stripe's service, the order checkout amount for all orders made on the Service, minus shipping, taxes, and any applicable administration fees will be directly deposited into the Vendor's bank account.
  - a. Crafted Canadian Inc. is not responsible for collecting taxes, issuing tax invoices or remitting taxes to any taxing authority for any transaction made as a part of the Service, or for reporting any information (including the payment of taxes) for any such transaction.

### **6) Promotions and Discounts**

- 6.1 You may create promotions and provide discounts on your products through the "store coupons feature" available on the Service. You are responsible for ensuring that any promotions you create comply with any applicable laws.

### **7) Customer Inquiries and Support**

- 7.1 You agree to address customer inquiries or concerns and provide support through the messaging system found on the product page, responding promptly and courteously.
- 7.2 We are not responsible for handling any customer inquiries or support and reserve the right to remove your account(s) from the service if your interactions with customers could, within our reasonable assessment, impact negatively on the Service, its reputation, or that of Crafted Canadian Inc.

## **8) Sale and Fulfillment**

### **8.1 Shipping Policies**

8.1.1 You are responsible for setting your own shipping policies, including shipping rates, delivery times, and shipping their own products.

### **8.2 Fulfillment**

8.2.1 You must clearly communicate your specific return and exchange policies on your store and product pages.

8.2.2 You will: (a) source, offer, sell, and fulfill your products, in each case in accordance with the terms of the applicable order made through the Service, this Agreement, and all terms provided by you or us and displayed on the Service at the time of the order and be solely responsible for and bear all risk for those activities; (b) package each of your products in a commercially reasonable manner complying with all applicable packaging and labeling requirements, including any warnings or instructions necessary to safely use your products; (c) retrieve order information at least once each business day unless and different schedule is stated on your store page; (d) ensure that you are the seller of each of your products; (e) include an order-specific packing slip, and, if applicable, any tax invoices, within each shipment of your products; (f) identify yourself as the seller of each of your products on all packing slips or other information included or provided in connection with your products and as the business or person to which a customer may return the applicable product.

**8.3 Delivery Errors and Nonconformities.** You are responsible for any non-performance, non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of your products.

## **9) Products and Product Information.**

### **9.1 Preference for Canadian Products**

**9.1.1** Vendors are encouraged to consider making their products eligible for either a "Made in Canada" claim or a "Product of Canada" claim in accordance with the appropriate legislation and Canada's Competition Bureau's guidelines for such claims.

### **9.2 Permitted Products**

9.2.1 In keeping with the vision and mission of Crafted Canadian Inc. all items listed on the Service must meet the following criteria:

- (1) The last substantial transformation of the product must occur in Canada;
- (2) At least 51% of the total direct costs of making the product must have been incurred in Canada;
- (3) No part of the product may bear any mark or indication that the product or any part of the product has been made or created in any country other than Canada.
- (4) Vendors must include qualifying statements if any part of the product has been made or created in any country other than Canada. For example "made with imported parts."

*For clarity "substantial transformation" means a fundamental change of form, appearance or nature that makes the product new and different from what it was previously.*

9.2.2 We may remove a product from the Service if we are not satisfied in our sole determination that the product meets the criteria laid out in Section 9.2.1.

- 9.2.3 The sale of alcohol, tobacco, and cannabis products on the Service is strictly prohibited.
- 9.2.4 You will also ensure that your products (including packaging) and your offer and subsequent sale of any of the same on the Service comply with all applicable Laws (including all minimum age, marking and labelling requirements) and do not contain any sexually explicit, defamatory or obscene materials.

9.3 You will provide accurate and complete product information for each product or service that you offer through the Service and promptly update that information as necessary to ensure it at all times remains accurate and complete.

## **10) Advertising on the Platform**

- 10.1 Advertising on the platform is handled by a separate agreement. Interested vendors should contact support@CraftedCanadian.ca to discuss advertising options.
- 10.2 Vendors may not link to their personal or business websites directly from the Service.

## **11) Representations**

9.3 Vendor represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the country in which the business is registered and that you are registering for the Service(s) within such country; (b) it has all requisite right, power, and authority to enter into this Agreement, perform its obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by one party to the other party or its Affiliates is at all times accurate, complete, and not misappropriated; (d) it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (e) it will comply with all applicable Laws in performance of its obligations and exercise of its rights under this Agreement.

## **12) Indemnification**

**12.1 Your indemnification obligations.** You will defend, indemnify, and hold harmless Crafted Canadian, and our officers, directors, employees, and agents, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, legal fees) (each, a "Claim") arising from or related to (a) your non-compliance with applicable Laws; (b) Your products, including the offer, sale, fulfillment, refund, cancellation, return, or adjustments thereof, any actual or alleged infringement of any intellectual property rights by any of the foregoing, and any personal injury, death (to the extent the injury or death is not caused by Crafted Canadian Inc.), or property damage related thereto; (c) Your taxes and duties or the collection, payment, or failure to collect or pay Your taxes or duties, or the failure to meet tax registration obligations or duties; or (d) actual or alleged breach of any representations you have made.

**12.2 Crafted Canadian's indemnification obligations.** Crafted Canadian will defend, indemnify, and hold harmless you and your officers, directors, employees, and agents against any third-party Claim arising from or related to: (a) Crafted Canadian's non-compliance with applicable Laws; or (b) allegations that the operation of the Service infringes or misappropriates that third party's intellectual property rights.

### **13) Disclaimer and General Release**

- 13.1 The Service, including all content, software, functions, materials, and information made available on or provided in connection with the Service, is provided "as-is." As a user of the service, you use the Service and associated website at your own risk. Except those set forth in this agreement, to the fullest extent permissible by law, we and our affiliates disclaim: (i) any representations or warranties regarding this agreement, the services or the transactions contemplated by this agreement, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement; (ii) implied warranties arising out of course of dealing, course of performance, or usage of trade; and (iii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from our negligence. We do not warrant that the functions contained in the service will meet your requirements or be available, timely, secure, uninterrupted, or error free, and we will not be liable for any service interruptions, including but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of any transactions.
- 13.2 Because Crafted Canadian is not involved in transactions between customers and sellers or other participant dealings, if a dispute arises between one or more participants, each participant releases Crafted Canadian (and its agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

### **14) Limitation of Liability.**

- 14.1 WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF CRAFTED CANADIAN HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX-MONTH PERIOD PAID BY YOU TO CRAFTED CANADIAN IN CONNECTION WITH THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.

### **15) Modification**

- 15.1 We may change or modify the Agreement at any time with immediate effect.

### **16) Arbitration**

- 16.1 Any dispute, controversy or claim arising out of or relating to your use of the Service or this Agreement (or prior versions of the Agreement), including without limitation, any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it, including any claims or disputes that arose between you and Crafted Canadian Inc. prior to the effective date of this Agreement shall be referred to and finally resolved by arbitration under the Canadian Arbitration Association Arbitration Rules. The place of the arbitration shall be Toronto, Ontario. The language of arbitration shall be English.

## **17) General Provisions**

- 17.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.
- 17.2 This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

**By registering as a Vendor on Crafted Canadian, you agree to the terms and conditions set forth in this Agreement.**