

Terms and Conditions

1. General

1.1. This Agreement

By accessing the products and services of Simply Health Inc. (hereinafter called Simply Health) you agree and acknowledge to be bound by these Terms and Conditions (hereinafter called agreement). If you do not agree to this agreement, please do not use our products and services.

We reserve the right to change this agreement at any time. We recommend that you periodically check this information for updates.

1.2. Definition of Terms

Customer

The company, organization or person who purchases products and/or services from Simply Health.

Item(s)

Physical products and/or other things that may be listed separately on documents such as invoices or delivery receipts.

Product(s)

An article that is manufactured, refined, and/or traded for sale. Most products offered by Simply Health are related to health and beauty.

Service(s)

The transaction of non-physical goods from Simply Health to the customer, including e.g nutrition counseling and wellness coaching.

Events

An occurrence that happens to an order placed by a customer and/or while doing business. Typical events during a sale are delivery shortages leading to backorders, or when a product becomes unavailable.



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2. Warranty

All products purchased from Simply Health are covered under a 2 week limited warranty starting from the date of receipt. Simply Health warrants its products to be free from obvious defects in materials and workmanship subject to the limitations set forth herein. The 2 week limited warranty is handled and fulfilled by Simply Health.

In addition a manufacturer's warranty may exist depending on the manufacturer and product. Such warranty is handled and fulfilled exclusively by the respective manufacturer.

2.1. Fulfillment

If a product requires warranty service the customer may contact Simply Health to initiate either an exchange or a return. A copy of the original sales receipt as proof of purchase shall be used to validate the request.

The customer is asked to ship back the defective product first, before a refund or replacement shipment is initiated. Any transport cost incl. shipping and courier cost for both directions are the responsibility of the customer. If an exchange of the product involves a new choice of product, the customer is responsible for any resulting difference in pricing.

2.2. Limitations and Exclusions

Simply Health's 2 week limited warranty covers product damages and defects including shipping damage, mistakes in packing including shipping of expired products, and products with a shelf life of 30 days or less that expire because of delays during shipping. Any other damages including but not limited to customer inflicted damages, damages due to normal usage, wear and tear, aging, neglect, abuse, accidents, or acts of nature are not covered by warranty.

Simply Health assumes no liability for any indirect, incidental or consequential damages, including but not limited to time, wages or lost profits.

2.3. Expired Products

If a warranty event is involving an expired product, the customer is not required to return the expired product. Instead the customer is asked to provide a photograph showing the expiry date with the product.

2.4. No Other Warranties

The 2 week limited warranty set forth herein constitutes the entire and only warranty made by Simply Health.



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3. Orders

3.1. Age Requirement

Our products and services are available within Canada for individuals aged 18 years or older, or for international orders for individuals that have reached the age of contract maturity. If an individual is under the age of contract maturity, we require that individual to be accompanied by a parent or guardian.

3.2. Pricing and Product Availability

The prices and availability of any products and services are subject to change at any time and without prior notice. Simply Health does not warrant the accuracy and completeness of any information provided on its websites and other information sources. Any purchasing decisions made by the customer, or any failure to act upon information provided is the sole responsibility of the customer.

Products offered on websites and other sources may have limited availability and are offered at a first come, first served basis. Discounts are limited-time offers.

3.3. Online Purchases

Any prices displayed in the shopping cart of Simply Health's websites are most recent, and cannot be reserved unless an order is placed. By purchasing products and/or services, the customer agrees to be bound by the terms and conditions of Simply Health. Simply Health reserves the right to refuse service by its own discretion.

Online purchases usually will be confirmed by Simply Health after 1 business day. This delay helps e.g. with preventing credit card fraud and for cases where mistakes were made during the order process. Simply Health expects payment in advance for all online purchases.

3.4. Order Process

Aside from placing orders in person at our franchised stores, a typical order is placed through the shopping cart of our website(s), and in some cases through communications such as via email. For online orders an order is deemed confirmed by the customer when the payment is made, and it is manually confirmed by Simply Health after receiving the order.

Payment is typically expected during the checkout process on our website(s). In some cases we require payment adjustments e.g. to cover shipping cost or when Simply Health or the customer changes the order



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afterwards. In such a case Simply Health will either request or refund a partial amount and wait for payment if required.

Simply Health usually ships within 1 business day after received payment provided that the product is available.

3.5. Special Orders

We accept special orders for products that fall into the health and beauty category. If such a product is not in stock or listed in our online store the customer may inquire online or through our store locations and we may be able to deliver the product. Depending on the product we may not offer refunds or returns for such orders.

3.6. Payments

Simply Health accepts payments in form of cash, certified cheques, credit cards, debit cards, and Interac E-Transfer in its store locations. For online orders Simply Health currently accepts payments via PayPal only.

Any order, written or oral, or any down payment is considered to be acceptance of a mutual contract and acceptance of the agreement as stated in this document.

Payments are due immediately during placing the order. Orders without accompanying payment will be cancelled.

3.7. Withdrawals

3.7.1. Order Cancellations

At Simply Health order cancellations are generally accepted.

If a customer cancels an order the next business day after payment has been provided and/or as long as the product has not been shipped, a full refund will be issued. Order cancellations after the product has been shipped are regarded as product returns.

3.7.2. Product Returns

Excluding special orders, any order from Simply Health can be returned by the customer within 14 days after the item(s) of the order have been received. The customer ensures that the condition of the item(s) remains as received. For the case that the customer returns the item(s) by shipping or courier, the sending date applies.



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Simply Health charges a restocking fee of up to 15% for all returns. Shipping costs are non-refundable and return shipping is responsibility of the customer. We require that the product is in new and sellable state with unopened and undamaged packaging.

If a customer decides to return an item due to a warranty issue, we grant a full refund as long as the item is returned within 14 days upon receipt and in the condition as received. Any signs of willfully damage inflicted by the customer to the returned item(s) may void the return right, and such determination is solely that of Simply Health.

4. Shipping

4.1. Shipping Process

Simply Health offers to ship orders to customers located anywhere within North America. For other destinations shipping options will be reviewed before order confirmation, and an order may e.g. be declined if no feasible shipping option is available. Courier service is available for local orders.

All shipments are fulfilled through our distribution center located in Alberta, Canada.

The shipping contract is passed on to the customer upon delivery to the carrier through Simply Health.

4.2. Shipping Time

Confirmed orders typically ship within 2 business days after placement of the order. For the case that the processing or shipping of an order is delayed, Simply Health will notify the customer by email, phone, or other means of available communication.

The time of arrival for a shipment depends greatly on the shipping service, destination, and import processing. An estimated time of arrival may become available through the tracking service of the shipping carrier once a shipment is in process.

4.3. Shipping Cost and Import Charges

The cost of shipping depends on shipping destination, monetary value of the item(s) to be shipped, size or weight of the package, and customs duty fees and taxes for international shipments. The customer is responsible for all cost associated with shipping, handling, insurance, and import.

Deliveries to "Beyond Point" areas, such as the Northern Territories (Nunavut, Yukon, Northwest Territories) and some areas of Newfoundland/Labrador may result in additional shipping cost.



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Import charges are often not included with the shipping cost, but are collected at the time of customs clearance or delivery of the item(s). The amount for customs duties and taxes depends on the monetary value of the item(s) and the laws and tariffs of the country of destination. Customs duties also depend on trade agreements between Canada and the destination country.

5. Disclaimers

5.1. Third Parties

Simply Health can take no responsibility for products and/or services provided by third parties through us or otherwise.

5.2. Maintenance and Correction of Errors

After delivery Simply Health takes no responsibility for the functionality or maintenance of the products and/or services provided, excluding claims that fall under warranty as defined in section 2 (Warranty).

6. Rights and Responsibilities

6.1. Right to Refuse or Terminate

Simply Health reserves the right to refuse, cancel, or suspend service at its sole discretion.

6.2. Supply and Pricing of Products and Services

Simply Health reserves the right to use whoever it feels appropriate at the time for third party products and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

Should the delivery time of a product and/or service get out of hand, or should a product and/or service become no longer available, Simply Health will inform the customer and seek for suitable solutions.



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6.3. Laws Affecting Electronic Commerce

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The customer agrees that the customer is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Simply Health and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the customer's exercise of Internet electronic commerce.

6.4. Events Beyond the Control of Simply Health

Simply Health will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire, or other events beyond the control of Simply Health.

6.5. Limitation of Liability

In no event will Simply Health be liable to the customer or any third party for any damages (general, special, consequential, or otherwise), expenses, loss of profits, loss of earnings, loss of business opportunities, loss of data, or other loss, arising directly or indirectly out of or in connection with its products and services, whether negligent or otherwise, which would otherwise give rise to a cause of action in contract, tort, or any other doctrine of law, even if Simply Health has been advised of the possibility of such damages.

7. Miscellaneous Provisions

7.1. Choice of Law and Forum

This agreement, including the addendum, will be governed by the laws of Canada and the Province of Alberta, without reference to rules governing choice of laws. Any action relating to this agreement must be brought in the federal or provincial courts located in Edmonton, Alberta, and you irrevocably consent to the jurisdiction of such courts.

7.2. No Waiver

Simply Health's failure to enforce the strict performance of any provision of this agreement or the addendum will not constitute a waiver of Simply Health's right to subsequently enforce such provision or any other provisions hereunder or thereunder.



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7.3. Severability

Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this agreement and the addendum, if applicable, shall nonetheless remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications.

7.4. Headings

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

7.5. Survival

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

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