General Conditions of Sale applicable to Canadian professional customers

Your order is subject to these general conditions which provide the terms and conditions for the Contract of Sale between you (the "Professional Customer") and B2C Tires Inc. ("B2C"), the company operating the online sales site http://pro.tiresandco.ca/ whose contact details appear under the heading Contact.

B2C TIRES INC.
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The tiresandco website is run by:**B2C TIRES INC. / B2C PNEUS INC.**
1 Place Ville-Marie, 39e ®tage
H3B4M7 Montr®al - CANADA

B2C TIRES INC. / B2C PNEUS INC.
Tel.:1-800-314-4326
Contact:contact form

The sale of products described herein (the "Products") is subject to these conditions and no other agreement shall be binding on B2C nor shall apply in any manner whatsoever to the sale of the Products. No change in these conditions shall be binding unless signed by an authorized officer of B2C.

1. Extent, duration and validity of the offer

1.1 1.1 The geographical area covered by the B2C offer is valid in Canada only in the following provinces: Quebec, Ontario, New-Brunswick, Nova-Scotia, Prince Edward Island.

1.2 Products offered and corresponding prices are valid while stocks last. B2C shall use reasonable means to promptly post any price changes for Products on sale by making regular updates to its website.

If B2C is not able to deliver any Product ordered due to stock shortage, B2C will notify the Customer by email and may at that time offer the Customer to modify or cancel its order. If modified, B2C will adjust the amount of the order accordingly and confirm the modified order to the Customer by email.

1.3 The offer is valid for customers who have opened a PRO account on the TIRES & CO/PRO site. A PRO account may be opened by filling in our form and providing the GST number.

B2C reserves the right to refuse to open an account for a customer for any legitimate reason, and notably in the event of the non-conformity or insufficiency of the required documents or inability to verify them with the authorities.

2. Products

2.1 Products offered for sale by B2C are intended for professionals.

2.2 B2C sells only new products. The features of Products presented on the B2C site may be modified from time to time at the discretion of B2C. Photos attributed to each product are provided for information purposes only.

3. Order

The customer is bound by the information supplied by him when placing the order. In the event that the recipient's details are entered incorrectly, B2C cannot be held responsible for any inability to deliver the product. No change of delivery address for the package(s) will be accepted, after the order has been paid for. B2C cannot accept responsibility for any errors in delivery or loss of the packages by the transport company DHL.

B2C reserves the right to refuse any order for any reason whatsoever.

4. Confirmation, cancellation, stock outages

Confirmation of the order by email

Once the order is placed, the customer receives confirmation of all the elements of the contract within twenty-four (24) hours in an automatically generated email sent to the email address advised.

Cancellation of order

By making payment for the order, the customer accepts our terms and conditions of sale in their entirety.
The Customer is solely responsible for the information provided when placing an order. B2C will not accept any change of delivery address or of the Products (size, brand or profile) after payment of the order. The Customer being solely responsible for the cost and transport of the Products, B2C cannot be held liable for any delivery errors or losses by DHL.

In case of error in the Order or cancellation request, the Customer must contact B2C Customer Service through the Contact Form which explains the conditions for cancellation, refund of the Order and administration fees.

Stock outages

Considering the important volume of daily order processing, B2C does not guarantee absolute availability of products ordered.

In case of no stock, B2C will contact the customer within forty-eight (48) hours in order to suggest a change of reference or a cancellation.

In case of an order modification, B2C will adjust the amount (overdue/due) according to the new reference chosen and will confirm the modified order by email.

5. Shipping

5.1 Products ordered by the Customer will be delivered to the address provided at the time of his order within approximately 24 to 72 business hours. This period is given as information only. Consequently, exceeded delivery times can under no circumstances result in the payment of damages, retentions, or the cancellation of orders in progress.

5.2 The Customer becomes the owner of the Products ordered upon delivery by B2C to DHL. From this point, the Customer is bound to assume all risks and B2C is not responsible for their loss, damage or destruction.

5.3 Delivery of the Products is subject to the rules of the carriers with which B2C deals and the rules of any other company with which B2C may do business from time to time. The Customer is subject to the rules concerning signing for acknowledgment of receipt of the Products. If the Customer is absent at the time of delivery of the Products, he will then be responsible for retrieving the Products according to the DHL's rules. In no case will B2C be responsible for any additional charge by DHL due to Customer absence. The Customer cannot hold B2C liable for any additional charges that may be imposed by DHL as a result of the Customer's absence upon delivery of the Products.

5.4 The Customer may designate tire installers to take delivery of the Products. If necessary, the Client will be responsible to coordinate all aspects of the delivery. Installation must be performed by this tire installer.

5.5 No delivery will be made to a post office box.

5.6 The Customer is responsible to ensure that the Products delivered conform to the Order before the Products are installed on a vehicle. Products installed shall in no case be returned or refunded. Any claim relating to an incomplete or inaccurate shipment shall be made within thirty (30) days following the date of receipt of the Products using the Contact Form.

6. Withdrawal

The Customer may request return of the Products to B2C at any time until the end of the 30th day following receipt on condition that the Products have not been installed on a vehicle or used in any manner whatsoever.

The return request shall be made exclusively on the Contact Form. B2C will then contact the customer and give all instructions as for the return of the products. The Customer may not return the products to the B2C warehouse himself.

7. Return of goods

7.1 The return request shall be made exclusively on the Contact Form. The Customer will then be contacted and given all instructions as for the return of the products. The Customer may not return the products to the B2C warehouse himself.

7.2 The customer is responsible for the return costs and risks of loss or damage when returning the Products (return costs correspond to delivery costs, plus 5 CAD duty free for the overhead costs per order. A fuel surcharge might be charged by the carrier), unless B2C has not delivered the Products ordered to the Customer or has delivered defective products, in which case B2C shall assume the costs of transport and risks provided they are returned using a carrier authorized by B2C.
7.3 Upon receipt of the returned Products, any amount debited from the Customer's credit card (or paid by bank transfer) in favour of B2C regarding these Products, except for shipping and return costs, shall be credited as soon as possible but no later than 15 days, provided however that the Products being returned are received by B2C in the same condition in which they were when they were delivered.

8. Use of products

Taking into account the specific and highly technical nature of the products sold by B2C, the customer is bound to respect the instructions and recommendations concerning safety and reliability relating to their use (vehicle, inflation, pressure, etc.) and the fitting and storage of the tires. B2C can in no way be held responsible for the incorrect fitting of tires and their use in abnormal conditions.

9. Product Guarantee

9.1 Products sold by B2C come with a manufacturer's guarantee.
Subject to the following, B2C guarantees that the Products sold hereby conform to the specifications and standards applicable to the industry and that title for the goods are free of any security, guarantee or mortgage. B2C shall ensure that the Customer is the beneficiary of manufacturer's warranties and in no case shall the B2C warranty exceed that given by the Product's manufacturers. B2C's sole obligation under such a warranty shall be to replace the Products as the manufacturer deems necessary and to support the Customer for any claim to the manufacturer. The warranty above is the sole exclusive guarantee, express or implied, provided by the seller and supersedes all other guarantees of any nature whatsoever, contractual, legal, statutory or otherwise, for purposes of marketability, quality, compatibility or otherwise.

9.2 The customer has thirty (30) days from the date of delivery to check the conformity of the products. B2C undertakes to exchange any defective product within this statutory period.

9.3 If a manufacturing defect is discovered after installation, the Customer shall notify B2C Customer Service by the Contact Form, and provide, by email, a dated and signed certification from the automotive professional who noticed the defect. B2C will then pick up the Product considered defective and send it to the manufacturer's expert. Delays for obtaining an expert opinion are approximately 8 weeks.
If the manufacturer confirms the defect, the Product shall be refunded by being prorated as applicable.

Beware!
- No claim for deformity following incorrect storage of tires delivered more than thirty (30) days previously will be considered.

- Bulges (small lumps on the side) observed on tires that have been fitted and driven, are not covered by the manufacturer's guarantee nor by B2C.

10. Prices

10.1 The purchase price for each product ordered is that shown on the Site.

10.2 Prices displayed on the TIRES & CO professional web site are expressed in Canadian Dollars and exclude installation fees, shipping costs and any applicable sales taxes.

10.3 B2C reserves the right to change the prices of Products offered on the Site at any time and without notice.
10.4 Discount on volume purchases: In the event of a large order (at one time), B2C will apply reductions in relation to the order basket:
over CAD$ 1200 before taxes => 2% additional reduction on the base price list before taxes
over CAD$ 1800 before taxes => **2.5**% additional reduction on the base price list before taxes
over CAD$ 2500 before taxes => 3% additional reduction on the base price list before taxes

11. Payment

11.1 Payment may be made by credit card via Moneris. Purchases on behalf of a third party are not accepted. The Customer shall only use a valid credit card: Visa, MasterCard or Interac online via the Eselect Plus secure payment solution of MONERIS.

11.2 Payment may be made by credit card via Moneris. The Customer shall clearly indicate his name and address as they appear on the credit card statement. Purchases on behalf of a third party are not accepted. The Customer shall only use a valid credit card: Visa, MasterCard online via the Moneris secure payment solution.

11.3 To prevent credit card payment frauds over the internet, all payments will be submitted to and checked by INTERAC^{MD}. The information related to the order will be processed automatically to determine the level of data analysis of a transaction. By placing an order and agreeing to the terms and conditions, the Customer agrees to communicate to INTERAC^{MD} information related to the order and to the payment by credit card.

In case of partial or incorrect transmission of information related to the order, B2C might not be able to analyse the transaction. Therefore, B2C hotline service may ask for copies of I.D. documents or will be allowed to cancel the order and refund the credit card used to place the order.

11.4 Payment may be made by bank transfer. The Customer should refer to the heading "Payment guarantees" for more information.

12. Legal Information

B2C undertakes never to divulge personal information about its customers and not to use it for other purposes than to communicate with them and respond to orders. The Customer has the right of access at any time and may correct personal data concerning him. More information:
http://www.ic.gc.ca/eic/site/ecic-ceac.nsf/eng/h_gv00045.html

13. Settlement of disputes and applicable law

13.1 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement nor to any Order.

13.2 The Parties hereby accept that this Contract shall be interpreted and governed by the applicable laws of Quebec and Canada, without regard to the principles of conflict of laws. In addition, the parties choose to submit any dispute or any proceeding arising under this Contract to the exclusive jurisdiction of the Courts of the Province of Quebec, in the judicial district of Montreal, without prejudice to the rights of venue to obtain any precautionary measure, such injunction to any court of competent jurisdiction.

14. Valid jurisdiction

Before submitting his Order, the Customer declares that he has read these general conditions and accepts them without reservation in their entirety.

Should any part hereof or any section, paragraph or sub-paragraph be declared invalid or unenforceable by any court having jurisdiction therein, the parties expressly

agree that such a judgement shall not affect the validity of other provisions hereof, which retain their full and entire validity.

15. Retention of title

Any product delivered remains the property of B2C until full payment is due.

16. Force majeure

For the purposes hereof, force majeure includes any Act of God, war, mobilization, government regulation, strike, lockout, drought, flood, total or partial fire, obstruction of navigation, loss, damage or detention in transit, defective material or delays by shippers or other contingencies beyond the control of B2C which could prevent manufacture, shipping or delivery of the Products covered hereby. Performance of B2C's obligations may be suspended in the event of force majeure without any responsibility incurred by B2C towards the Customer for any damage or loss arising from such delay.

17. Limitation of Liability

B2C's liability shall under no circumstances exceed the purchase price of the Products supplied and in no case shall B2C be liable for any indirect, consequential, special, accessory or punitive damages or for loss of business of any nature whatsoever (including damages for loss of profits) allegedly suffered by the Customer.

18. Intellectual Property

18.1 Trademarks and logos used or displayed on the Site are trademarks and logos, whether registered or not, of B2C or third parties. Nothing on the Site may be construed to allow, directly or indirectly, the use of such trademarks or logos without prior written authorization from their owner. Without limiting the generality of the foregoing, it is prohibited to reproduce trademarks and logos found on the Site for any reason whatsoever.

18.2 All elements on the Site (including, without limitation, text, articles, photographs, images, illustrations, audio and video extracts, software, etc.) are protected by copyright and belong to B2C or to third parties acting as content providers. Unless clearly stated otherwise, no part of the Site may be construed as granting the Customer any right whatsoever with regards to intellectual property of B2C or a third party acting as a content provider.

18.3 The Customer may not copy, reproduce, modify, publish, distribute, participate in transfer or sale, create derivative works from, translate, download, license or exploit in any manner, any item offered on the Site (including any software), in whole or in part.

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