

Terms and Conditions of Purchase

These Terms and Conditions of Purchase (the “Purchase Terms”) apply to your purchase of any products from shop.enercare.ca (the “Site”) and do not alter in any way the terms or conditions of any other agreement you may have with Enercare Home and Commercial Services Limited Partnership (“Enercare”) for products, services, or otherwise. The Purchase Terms, [Terms of Use](#) and our [Privacy Policy](#) govern any order or purchase you make on the Site and are incorporated into these Purchase Terms by reference. Please ensure you review these Purchase Terms before placing an order on the Site.

- 1. Eligibility:** By placing an order for products on the Site, you affirm that you are of legal age to enter into this agreement, and you accept and agree to be bound by these Purchase Terms. Only persons who have a residential address in Ontario may place an order for products on the Site.
- 2. Order Process:** You agree that your order is an offer to buy, under these Purchase Terms, all of the products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. You will receive online confirmation that your order has been received by Enercare after you place your order on the Site. This online confirmation that your order has been received does not constitute acceptance of your order. We will send you an order confirmation email which will constitute our deemed acceptance of your offer. For orders that include product installation, the acceptance of your offer is conditional upon our assessment of the site where your product(s) are to be installed. We reserve the right to refuse work deemed to be unfeasible or unsafe at our sole discretion. We also reserve the right to modify or cancel product installation at our sole discretion.

The Site offers shipping in Ontario only. We do not currently deliver to P.O. boxes, international addresses, and to any other provinces or territories in Canada. Unless otherwise indicated, all prices and other amounts are in Canadian dollars.

- 3. Payment:** You can pay for any purchase you make on the Site by using a valid credit card issued by a Canadian bank (VISA or MasterCard). Your credit card will be charged the total amount of your order once your order has been placed. You represent and warrant that you are authorized to use such credit card. If the charge is not authorized or accepted by the card issuer, Enercare reserves the right to cancel your order without notice and with no further liability or obligation to you.
- 4. Returns and Exchanges:**

We will accept a return request provided such request is made within 30 days of the order date with valid proof of purchase and provided such products are in their original packaging in unused condition. To initiate a return request, you can contact us at eshopsupport@enercare.ca. If a return is accepted, we will provide instructions on how and where to send your package. Upon receipt and assessment of the returned product we will provide a refund of your purchase price, less the original shipping and handling costs. For exchanging of products, you can request a return for the purchased product, and once the

return is accepted, you can make a separate purchase for the desired product. Products sent back to us without first requesting a return will not be accepted. **We do not offer free return shipping and any costs incurred to return a product is your responsibility.**

Please inspect your order upon receipt and contact us immediately if the product is damaged, defective or if you've received the incorrect product. We will assess the return request and notify you of the outcome. If we confirm that the product is damaged, defective or incorrect, a return shipping label will be provided for you to ship the product back to us. Upon our receipt of the product, you will be automatically refunded using the same payment method used to make the original purchase on the Site within 10 business days (subject to the time your bank or credit card company may require to process and post the refund). If more than 15 business days have passed since a refund was approved, please contact us at eshopsupport@enercare.ca.

5. **Order Changes or Cancellations:** Orders cannot be cancelled or changed through the Site if the product has already been shipped. Once you have received your order, you can request a refund by contacting eshopsupport@enercare.ca. We may reject or correct any order for any reason whatsoever. See Section 4 - Returns and Exchanges above for more information.
6. **Modification of Purchase Terms:** Enercare reserves the right to modify these Purchase Terms in our sole discretion from time to time without prior notice.
7. **Changes to Pricing and Products:** All prices, discounts, and promotions posted on the Site are subject to change without notice. The price charged for a product will be the price advertised on the Site at the time the order is placed. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price.

We reserve the right to change or discontinue the products advertised or offered for sale through the Site, the prices or specifications of such products and services and any promotional offers at any time and from time to time without any notice or liability to you or any other person.

8. **Errors:** We reserve the right to correct any errors, inaccuracies, or omissions at any time (including typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability) and to cancel or not process orders any orders arising from such occurrences. Enercare makes every effort to stock sufficient quantities of products on the Site but cannot guarantee the availability of these products.
9. **Disclaimers; Limitation of Liability**

THE PRODUCTS AND SERVICES YOU PURCHASE THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, SUBJECT TO APPLICABLE LAWS WITH RESPECT TO

EXPRESS, LEGAL, IMPLIED OR DEEMED CONDITIONS AND WARRANTIES.

IN NO EVENT SHALL ENERCARE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE PURCHASE TERMS, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE ORDERED THROUGH THE SITE.

- 10. Privacy:** Enercare may collect, use and disclose your personal information in accordance with our Privacy Policy or as otherwise required or permitted by law. You may review here: [Privacy Policy](#). By accepting these Purchase Terms, you consent to Enercare's collection, use and disclosure of personal information in accordance with this Privacy Policy as it then reads.
- 11. Applicable Law, Venue and Limitation of Actions:** These Purchase Terms and all matters relating to or arising thereof shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Regardless of where you access the Site, you agree that any action at law or in equity arising out of or relating to these Purchase Terms shall be filed and adjudicated only in the federal or provincial courts located in Ontario, and you hereby irrevocably and unconditionally consent and attorn to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of these Purchase Terms.
- 12. Assignment:** Enercare reserves the right to assign or pledge to third parties any claim(s) for payment which have arisen in connection with the delivery of goods.
- 13. Severability:** If any provision of the Purchase Terms is found to be unlawful, void, or unenforceable for any reason, that provision shall be deemed to be severed from the rest of the Purchase Terms and shall not affect the validity and enforceability of any remaining provisions.
- 14. Contact Information:**

**Enercare Home and Commercial Services Limited Partnership
7400 Birchmount Road
Markham, ON L3R 5V4**

Telephone: 1-855-514-6796

These Purchase Terms are effective as of March 10, 2025.