

Products Policy

CaterTrendz, LLC. (" *CaterTrendz* ," " *we* ," " *us* " or " *our* ") appreciates your interest in our products. The sale of products on this Website is subject to the terms and conditions set out below in this Products Policy, in the **CATERTRENDZ®** section of our Website, and in the Terms of Use (the " *Terms* "). **PLEASE REVIEW THESE DOCUMENTS CAREFULLY BEFORE PLACING AN ORDER .**

PRODUCTS

We endeavor to display as accurately as possible the products available for sale of our Website. However, the colors and images that you will see on our Website will depend on a number of factors such as your monitor and its settings. Therefore, we cannot guarantee that the color or other features of products shipped to in accordance with your order(s) will appear exactly the same as the image you see displayed on the Website.

Please contact the **CATERTRENDZ®** store location from which your order was delivered if you have a problem with your order.

ORDER CHANGES

You may request a change to your order at any time before your order leaves the **CaterTrendz®** store for delivery and we will do our best to accommodate your request. However, if your order has left the store for delivery or has already been delivered, we will be unable to change your order.

To make changes to your order, please contact the **CaterTrendz®** store that will be processing your order or request a change online using the Order Change form located on the Customer Service link.

CANCELLING AN ORDER

To cancel your order, please call the **CaterTrendz®** store that will be processing your order to see if your delivery is presently en route or has already been delivered, . If your order has left the **CaterTrendz®** store for delivery or has already been delivered, we will be unable to cancel your order.

PAYMENT

By ordering products from this Website, you authorize **CaterTrendz** and its agents or other credit card processing vendors to charge your credit card for the applicable fees. If **CaterTrendz** does not receive payment from the card issuer, you agree to pay

CaterTrendz all amounts due upon demand. **CaterTrendz** may take commercially reasonable actions to verify your credit card. You agree to pay all reasonable attorneys' and collection fees arising from **CaterTrendz**' efforts to collect any past due amounts from you to the extent allowed by law.

We have the right to refuse to accept or fulfill any order upon reasonable notice.

PRICING

Unless otherwise specifically indicated, all prices on the Website are in CAD dollars, or in the currency of the country to which you request that the product you are ordering is to be shipped, as applicable.

DISCLAIMER OF WARRANTIES

THIS WEBSITE, THE INFORMATION AND MATERIALS CONTAINED, AND PRODUCTS AND MERCHANDISE OFFERED FOR SALE HEREIN ARE PROVIDED BY **CATERTRENDZ** AND/OR ITS AFFILIATES ON AN "AS IS" AND "AS AVAILABLE" BASIS. **CATERTRENDZ** ® MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR MERCHANDISE INCLUDED OR MADE AVAILABLE ON OR THROUGH THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, **CATERTRENDZ** DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ON THE INFORMATION, MATERIALS, PRODUCTS AND MERCHANDISE PROVIDED ON OR OFFERED FOR SALE ON THIS WEBSITE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE AND QUIET ENJOYMENT. **CATERTRENDZ** DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION ON THIS WEBSITE IS ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY, RELIABLE OR OTHERWISE. ALL PRICES AND SERVICES LISTED ON THIS WEBSITE ARE SUBJECT TO AVAILABILITY AND LIMITED QUANTITIES. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. **CATERTRENDZ** MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THIS WEBSITE AT ANY TIME, WITHOUT PRIOR NOTICE.

LIMITATION OF LIABILITY

IN THE EVENT OF A TYPOGRAPHICAL ERROR RELATING TO PRICE OR QUANTITY OF AN ITEM FEATURED, DESCRIBED, OR OFFERED FOR SALE ON THIS WEBSITE, **CATERTRENDZ** RESERVES THE RIGHT TO REFUSE TO FILL ANY ORDER(S) THAT RELY ON SUCH TYPOGRAPHICAL ERROR. **CATERTRENDZ**, ITS AFFILIATES AND SUBSIDIARIES, AND ANY OF THEIR MANAGER, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VENDORS, AND/OR SUPPLIERS WILL NOT BE LIABLE TO YOU OR ANY

THIRD PARTY FOR ANY DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ARISING FROM OR IN ANY WAY CONNECTED WITH THE RECEIPT OF INCOMPLETE INSTRUCTIONS OR ORDERS, WITH THE NON-RECEIPT OF INSTRUCTIONS OR ORDERS, WITH THE PROVISION OF OR FAILURE TO PROVIDE PRODUCTS, OR WITH ANY INFORMATION OR PRODUCTS OBTAINED THROUGH THE WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE OR ACCURACY OF RESULTS. OUR TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND SHALL NOT EXCEED THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY US FOR PRODUCTS OR MERCHANDISE YOU ORDERED ON THIS WEBSITE.

SOME JURISDICTIONS MAY NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, IN WHICH CASE THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS ON DIRECT AND INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARE INDEPENDENT OF ONE ANOTHER AND ANY OTHER LIMITATIONS SET FORTH IN THIS AGREEMENT.