



TERMS OF SALE



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Dollarama Inc. in conjunction with its affiliates (collectively, “**Dollarama**” and hereinafter also referred to as “we” or “us”) provides you access to Dollarama’s website (www.dollarama.com), Dollarama’s mobile application, services such as chat, live support, or of similar functionality (“**Chats**”), and all other sites, applications and portals operated by or on behalf of Dollarama (collectively, the “**Sites**”). In addition to the terms and conditions of use (the “**Terms of Use**”) which govern your use of the Sites, these terms of sale (the “**Terms of Sale**”) apply to any order or purchase you make on the Sites. We assume that any purchases you make on the Sites are for your personal or professional use, not for commercial use. Please read these Terms of Sale carefully, as they set out your legal obligations, rights and remedies with respect to such orders and purchases.

1. ENTIRE AGREEMENT, ACCEPTANCE AND REVISIONS

By placing an order on our Sites, you agree on your own behalf and on behalf of anyone on whose behalf you place an order, and you represent and warrant that you have the legal authority to accept and abide by, and be contractually bound to, the Terms of Sale in effect at the time you place such order. If you cannot legally enter into a contract in your jurisdiction, you may only order products on the Sites under the supervision of a parent or a legal guardian who agrees to be bound by the Terms of Sale. If you do not agree with the Terms of Sale, do not place an order on our Sites.

The Terms of Sale are current as of the date which appears at the top of this page. Dollarama reserves the right to update the Terms of Sale at any time without prior notice. Dollarama recommends that you print and retain a copy of the Terms of Sale in force at the time of your order as it is your responsibility to review the changes (if any) from time to time.

The Terms of Sale form an integral part of the Terms of Use. Please carefully review the Terms of Use accessible on the Sites. In the event of inconsistencies between the Terms of Sale and the Terms of Use with respect to your purchase of products on a Site, the Terms of Sale shall prevail.

In addition to the Terms of Use and the Terms of Sale, Dollarama has established a privacy policy which governs its collection, use and disclosure of your personal information (the “**Privacy Policy**”). Please carefully review the Privacy Policy accessible on the Sites. By using the Sites and making purchases through said Sites, you are consenting to the terms of the Privacy Policy.

The Terms of Sale, the Terms of Use and the Privacy Policy shall constitute the entire agreement between Dollarama and you regarding the subject matter hereof and shall supersede and replace any representation, statement, agreement or other communication (whether written or otherwise) made previously by you or us which is not contained herein.

2. AVAILABILITY AND DESCRIPTION OF PRODUCTS

Dollarama attempts to provide you with accurate information regarding the products offered on its Sites, including but not limited to product description, dimensions, features, picture, color and price. However, we cannot guarantee that such information is complete, accurate, current, reliable or error-free. All product information is subject to change at any time without prior notice. In the event the product you have purchased is not as described upon receipt, you will be entitled to obtain a reimbursement for such product, subject to your compliance with our Return Policy. Said reimbursement will constitute your only recourse and Dollarama’s only obligation and liability.

Please note that the products offered on the Sites may differ from those offered in Dollarama stores. We reserve the right to modify our product offering and discontinue items at any time without prior notice. Therefore, Dollarama cannot guarantee that the products offered on the Sites will be available at the time

of your order or thereafter.

3. ORDERING PROCESS

You may only purchase products on the Sites if you have a Canadian billing address and if your order is shipped to a Canadian address. You may order products on the Sites as a guest or as a registered account member. If you decide to set up an account, please refer to the Account, Security and Phishing section of the Terms of Use.

The products advertised on the Sites do not constitute offers to sell from Dollarama, but are rather invitations for you to purchase said products. Once you confirm your order at the end of the online checkout process by pressing the "[Checkout now](#)" button, said order constitutes your offer to purchase the products included in your checkout cart. We reserve the right to limit the quantity of each product that you may purchase per order.

An acknowledgment email will be sent to the email address you have provided (your "**Email Address**") once Dollarama receives your order. Once your order is ready, Dollarama will send a confirmation email to your Email Address, which shall also constitute Dollarama's acceptance of your order.

Additional information regarding your order may be requested and verification may be required by Dollarama or Dollarama's payment solution provider. You have the responsibility to ensure that all information you provide us is accurate, complete and true, otherwise Dollarama will not be able to process your order.

Dollarama reserves the right, at its sole discretion and for any reasons, to accept or reject your order (in part or in its entirety) and may cancel your order (in part or in its entirety) after acceptance. In such cases, Dollarama will notify you by sending an email to your Email Address. Some of the reasons to reject or cancel your order include, but are not limited to, (a) unavailability of products or limitations on available quantities; (b) unauthorized payment; (c) error, inaccuracy or omission regarding pricing, description of the products or information on the Sites; and (d) concerns regarding the legality of the transaction (for example, suspicion of fraud).

If your order is rejected or cancelled, Dollarama will have no obligation to fulfill said order and you will have no obligation to pay for same. Consequently, if you had already paid for your order, Dollarama will reimburse you for any amount already charged through a credit on the same method of payment used during the online checkout process. Said reimbursement will constitute your only recourse and Dollarama's only obligation and liability regarding the cancellation of your order or part thereof.

4. PRICE, TAXES AND PAYMENT METHOD

The price shown for each product does not include applicable taxes, shipping and handling costs, or other applicable fees which are calculated at the time of checkout and which are based on the province of delivery of your order and applicable law and regulations. All prices are in Canadian dollars.

Environmental handling fees ("**Ecofees**") are charged for certain products sold by Dollarama, including but not limited to electronic products, light bulbs and batteries, and they vary depending on the province of delivery. The Ecofees are set by organizations which manage stewardship programs aimed at improving the collection and recycling of certain products in compliance with applicable regulations. Dollarama collects Ecofees and remits them to such organizations. The Ecofee schedules are publicly available on the website of the organizations responsible for applicable stewardship programs in your jurisdiction.

Dollarama accepts credit card payment for your purchase and such payment is processed through Dollarama's payment solution provider. Dollarama does not accept gift cards as payment for your purchases on the sites. Dollarama may accept new methods of payment or stop accepting certain methods

of payment or credit cards from certain issuers from time to time, without notice.

You represent and warrant that you own or you are authorized to use your selected credit card and that all of the billing information you provide is truthful and accurate. Once you confirm your order at the end of the online checkout process, you agree to be charged on your selected credit card for the total price indicated. Upon checkout, we will seek a pre-authorization on your credit card. Please note that the purchase price will only be charged upon the shipment of your order and you will only be billed for the products which are shipped if there is more than one shipment. Given that taxes are calculated at the time of shipping, there might be a slight difference with the amount of taxes estimated during the checkout process.

All payments are subject to validation checks and authorization by the card issuer. If your card issuer does not authorize your purchase, Dollarama will not have any liability or obligation to you with respect to said refusal or your order and Dollarama will not ship your order.

5. SHIPMENT

Dollarama delivers only to addresses in Canada. We do not currently deliver to international addresses and a few limited geographic areas within Canada and such delivery areas are subject to change from time to time without notice. Depending on your location, we may offer you different shipping methods, including but not limited to, delivery to a third party's service points. Shipping charges are subject to change from time to time and vary according to the purchase amount of the order, the selected shipping method and the delivery address. We may send your order in more than one shipment, at no additional cost to you. Please note that we do not offer store pick-up.

Your order will be delivered by a third party carrier selected by Dollarama to a third party's service point or to the address you have provided during the checkout process. You are responsible to ensure that such delivery address is complete and accurate. You will know the identity of the carrier upon receipt of your shipment confirmation and tracking number (if available). The delivery of your order is subject to the terms and conditions of the third party offering transportation services or pick up services, for example with respect to the number of delivery attempts and to the pickup locations, if applicable. You may also receive email notifications directly from such third party regarding your order delivery.

While you may receive an estimated delivery date from the carrier, Dollarama shall not be liable for any damages or costs due to late deliveries.

6. RETURN, EXCHANGE AND REFUND POLICY

Dollarama has a "no exchange, no return" policy. However, you may request a refund or an exchange if, upon receipt, (a) the products are defective; (b) the products are damaged; or (c) you did not receive the products you had ordered. You must advise Dollarama of any refund or exchange request within thirty (30) days from shipment of your order through the "[Contact us form](#)" with a picture of the defective or damaged product(s), as well as a picture of the original packaging. In order to receive a refund, the products must be returned unused, in their original packaging and in the same conditions as received. A customer service representative will send you the other appropriate requirements and guidelines which may vary according to the type of products purchased. Refund requests for products purchased online cannot be processed in Dollarama stores. If your return meets all applicable conditions, your refund will be credited on the method of payment used for your purchase. Please note that shipping and handling charges are not refundable.

7. DISCLAIMER AND LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND BY DOLLARAMA, EITHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCTS INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD WORKING ORDER, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE AT LAW, OR FROM A COURSE OF DEALING OR USE OF TRADE. THE PRODUCTS ARE ONLY SUBJECT TO THE WARRANTIES OFFERED BY THEIR RESPECTIVE MANUFACTURERS OR SUPPLIERS, IF ANY. DOLLARAMA DOES NOT WARRANT THE ACCURACY, INTEGRITY OR COMPLETENESS OF THE CONTENT PROVIDED IN THE SITES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOLLARAMA SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL OR BUSINESS INTERRUPTION), HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE PURCHASE OF PRODUCTS OFFERED ON THE SITES (INCLUDING BUT NOT LIMITED TO THEIR USE, SUITABILITY OR AVAILABILITY), ANY INFORMATION OR CONTENT AVAILABLE ON THE SITES, ANY ERROR, OMISSION, INTERRUPTION, UNAVAILABILITY, DEFECT, DELAYS IN DELIVERY, MODIFICATION OF PRODUCT OFFERINGS OR ANY TRANSACTION CONDUCTED ON THE SITES, WHETHER OR NOT DOLLARAMA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

YOU EXPRESSLY AGREE THAT ALL PURCHASES YOU MAKE ON THE SITES ARE AT YOUR SOLE RISK.

IN THE EVENT THAT DOLLARAMA IS FOUND LIABLE TO YOU NOTWITHSTANDING THE TERMS OF SALE, DOLLARAMA’S AGGREGATE LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT OR THE AMOUNT OF THE TRANSACTION AT ISSUE.

The limitations of liability and disclaimers contained herein apply regardless of the form of action, whether in contract, negligence, extra-contractual liability, tort, strict liability or any other theory of law. The laws applicable in your jurisdiction may prohibit certain liability limitations and disclaimers and may afford you additional rights.

In this section, references to Dollarama shall include Dollarama’s directors, officers, employees, agents, representatives and third party suppliers.

8. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Dollarama and its directors, officers, employees, agents and representatives from and against all claims, damages, losses, expenses, and costs, including legal fees, arising out of your use of or access to the Sites, your purchases or your breach of the Terms of Sale.

9. GENERAL

The Terms of Sale shall be governed by, and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

Regardless of where you access the Sites, both Dollarama and you agree that any dispute arising out of or relating to the Terms will be exclusively brought before the competent courts of the Province of Quebec, in the district of Montreal.

If for any reason a court of competent jurisdiction finds any provision of the Terms of Sale or portion thereof

to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the Terms of Sale, and the remainder of the Terms of Sale shall continue in full force and effect.

The Terms of Sale are binding upon and will enure to the benefit of you and us and our respective heirs, successors and assigns.

Dollarama's failure to or delay in exercising its rights or remedies shall not impair or be considered as a waiver thereof at any time.

A French version of the Terms is available on the Sites.

10. CONTACT US

Please feel free to contact Dollarama with any comments, questions or suggestions regarding your orders and purchases at: client@dollarama.com