



DCDUBY Wild Sweets is a Registered Trademark of DC DUBY Hospitality Services Inc
This Policy valid as of September 2008

GOODS & SERVICES POLICY

Availability / Shipping of Products:

- This Website lists all of the products that generally are available on-line from DC DUBY Wild Sweets® / DC DUBY Hospitality Service Inc. From time to time, products may be out of stock or otherwise unavailable. We will attempt to notify you by email within two (2) business days of the order date if such case arises. If we are not able to contact you, we put your order on hold until we do hear back from you on how to proceed. If we do not hear back within 7 calendar days, we will cancel the order.
- Pictures of products / packaging may not be exactly as shown. DC DUBY Hospitality Service Inc. / DC DUBY Wild Sweets® reserves the right to change the look of its product(s) / packaging as they see fit.
- Our products are perishable and most have a short shelf life. As a result, we aim to make / finish all products to order. Please allow 1-3 business days to complete an order.
- At DC DUBY Wild Sweets®, we are committed to providing excellent service. If you have received a product for which you are not entirely satisfied with, please contact us with your comments. We typically respond to all complaints within 24 hours to 72 hours.
- All DC DUBY Wild Sweets® products may contain traces of and/or have peanut as well as nuts in them including but not restricted to almond, hazelnut, and/or walnuts. Product may also contain / have traces of dairy, dairy protein and/or gluten. Any persons with allergies, intolerance and/or any other medical conditions brought about from the consumption of any chocolate/ confectionary type products that may contain such ingredients are advised not to consume any DC DUBY Wild Sweets® products. Doing so would be entirely at their own risks.
- Any offers we provide, feature and/or advertise are designed to be used independently, and are not available in conjunction with any other offer(s) and/or promotions unless otherwise stated.
- If you wish to have a message included with an order to be shipped to a third party, note that we reserve the right to edit any such message should they contain offensive and/or inappropriate content.
- You may cancel / return orders within 3 days of receipt, if it does not meet your expectation for a full refund of order (product only) less 10% handling charges and shipping costs. This offer is conditional on the basis that goods are returned to us in their original packaging and in good condition within 4 business days of the date of written notice cancellation.
- The return of any goods / items under this policy is the responsibility of the purchaser. We do not accept responsibility for return postage / shipping costs, items lost and/or damage during transit or in any other circumstances beyond our control, except at our discretion.
- All claims must be accompanied by an explanation of the problem as well as your contact

information After an analysis of the situation, DC Duby Hospitality Service Inc. / DC DUBY Wild Sweets®, at its own discretion, will determine the appropriate remedy, including a refund of payment or a reshipment of product.

- We will not offer any refunds when the package you send is returned to us because of any error you make (example: incorrect shipping address, wrong shipping date) when you enter the information via the on-line order process. Our products are perishable and most have a short shelf life. It can take the Courier Company 2 weeks or more to return an undeliverable package. A package may also be undeliverable when a signature is required upon delivery but Courier Company is unable to find anyone at the delivery location to sign for the package. The Courier Company may make an additional attempt to deliver the package before returning it. When packages are returned to us, we may examine the contents. If salvageable, we will offer you the opportunity to re-ship that same product at your cost to another address. Sometimes the Courier Company may charge to return a package to us. In that instance, we may choose to have the package destroyed rather than incur further cost. We cannot be held responsible for any errors that are not our own.
- Due to the perishable nature of our products, we take special care to ensure the delivery of your order is in perfect condition. We pack each box with special insulation and/or ice as needed when temperatures are above 70°F or 21°C degrees. If the destination city's temperature is more than 70°F or 21°C degrees and you have selected to ship to via Ground or Express Ground services options, we are not responsible if the products arrive melted and will not offer any refund. This means you assume all risk.
- All of DC DUBY Wild Sweets® Virtual Boutique products are guaranteed against manufacturing defects for 14 days from the date of the invoice. Except as expressly stated herein, DC DUBY Hospitality Services Inc. / Wild Sweets® makes no representations or warranties, either express or implied, of any kind with respect to products sold on the DCDUBY.COM site. Except as expressly stated herein, DC DUBY Hospitality Services Inc. / DC DUBY Wild Sweets® expressly disclaims all warranties, express or implied, of any kind with respect to products sold on this site. You agree that the sole and exclusive maximum liability to DC DUBY Hospitality Services Inc. / Wild Sweets® arising from any product sold on the DCDUBY.COM site shall be for the price of the product ordered. In no event shall DC DUBY Hospitality Services Inc., its directors, officers, employees or other representatives be liable for special, indirect, consequential, or punitive damages related to the sale of any product.
- In the event that a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, DC DUBY Hospitality Services Inc. / DC DUBY Wild Sweets® shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. DC DUBY Hospitality Services Inc. / DC DUBY Wild Sweets® shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account in the full amount of the charge.
- Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. DC DUBY Hospitality Services Inc. / DC DUBY Wild Sweets® reserves the right at any time after receipt of your order to accept or decline your order for any reason. We may require additional verifications or information before accepting any order. DC DUBY Wild Sweets® Virtual Boutique / DCDUBY.COM is a seller to end user customers only and does not accept orders from dealers, exporters, wholesalers, or other customers who intend to resell the products offered by DC DUBY Wild Sweets® unless previously agreed upon in writing.
- Under the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act), the FDA and US customs require that all shipments bound for

the USA must register and apply for a Prior Notice Registration (PNR) number. DC DUBY Wild Sweets® will fully comply and obtain such registration number for all orders placed via our Virtual Boutique, free of charge, if/when required. Note that for established Wholesale US bound orders, we typically clear parcels ourselves through customs and ship from an USA address. However, from time to time we may opt, at our sole discretion, to ship via Canada. Typically, US bound retail orders placed on DCDUBY.COM that are shipped via Express Ground Shipping will be done so via Canada Post / US Postal Service. Please note that even with a PNR approval, if applicable, parcels may be searched and may sometimes be held at customs during busy periods. DC DUBY Hospitality Services Inc. / Wild Sweets® will not be held responsible, financially or otherwise, for any delays in shipping time arising out of actions taken by the US customs / FDA representatives.

- DC DUBY Hospitality Services Inc. / DC DUBY Wild Sweets® shall automatically charge and withhold the applicable Canadian sales tax(es) for all applicable orders. Each customer shall be solely responsible for all other sales, taxes, duty and/or any other applicable charges that may be required in the region / country that the product(s) is shipped to.
- Please note that we cannot ship using a Courier option to P.O Boxes. You must provide a street address for your order. Be sure to include the appropriate suite or apartment numbers when necessary to ensure proper delivery.
- We will not be responsible for shipping delays while your product is in transit caused by events beyond our control including, but not limited to, strikes, natural disasters or weather emergencies. DC DUBY Hospitality Services Inc. / DC DUBY Wild Sweets® will not be able to offer refunds for those reasons.
- Shipping cost breakdown is calculated for deliveries to most urban / major rural destinations. However, certain remote destinations may not be covered within the outlined zones and we reserve the rights to cancel an order if the shipping cost is higher than 20% of listed price. Shipping schedule is provided with "estimated" delivery times only. DC DUBY Wild Sweets® are not responsible for delays beyond our control that may occur after orders are delivered / dropped off to the courier office / postal station. For more information, please refer to our Shipping Schedule as posted throughout dcduby.com

SECURITY POLICY

- Security can be an issue for someone purchasing on the Internet. In order to provide the best online protection and security for all DC DUBY Wild Sweets® / DC DUBY Hospitality Services Inc. online purchases, we have enlisted the services of PayPal, an eBay Company. PayPal, possibly the best-recognized online transaction service builds on the existing financial infrastructure of bank accounts and credit cards and utilizes the world's most advanced proprietary fraud prevention systems to create a safe, global, real-time payment solution and operates in 38 countries world-wide. To find out more about PayPal, please visit their web site - www.paypal.com

PRIVACY POLICY

- We have a firm commitment to protecting your privacy and security as our customer. We do not sell or trade individual customer contact information with third parties.
- We use e-mail links throughout the site to allow you to contact us directly with any questions or comments you may have. Information in these messages is used only to respond to your comments or questions. Your personal information is not shared with third parties without your explicit permission.
- You may receive e-mails or mailings from DC DUBY Hospitality Services Inc. / DC DUBY Wild Sweets® from time to time updating you with new information. If you are currently on our list and do not wish to receive further information from us, please write to us at info@dcduby.com to have your contact information removed from our list.
- DC DUBY Hospitality Services Inc. reserves the right to co-operate with law enforcement

officials in the investigation of alleged unlawful activities of our customers related to electronic communication transmitted on our site. DC DUBY Hospitality Services Inc. / DC DUBY Wild Sweets®, its directors, officers, employees or other representatives will have no legal liability for such disclosures.

- A record is kept of your purchases. Your previous orders may be used to present you with the most relevant products and gift ideas and/or to provide you with a better overall virtual shopping experience. Your individual order information will not be shared and/or provided to any third parties for any purposes.
- While we carefully select the website(s) to which we link to, we are not responsible for the privacy practices or the content of those website(s).

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- Any rights not expressly granted herein are reserved.
- Wild Sweets® Theatre: when registering for a session, payment must be made in full. If canceling within 15 days prior to class date, you will be entitled to receive a refund minus –10% administrative charge. After the 15 days, no refund will be issued. You may be able to select another running class, providing that room is available. All classes are demonstration format only with food sampling and/or pairing unless specified otherwise.
- Registration to and participation in a DC DUBY Wild Sweets Theatre presentation is subject to the condition that DC DUBY Hospitality Services Inc. / Wild Sweets®, its directors, officers, employees or other representatives and/or any third party that DC DUBY Hospitality Services Inc / Wild Sweets®, may be associated with including, but not limited to, Bradlee Distributors Inc. and its directors, officers, employees or other representatives are released from all responsibilities for any claims, injury(ies), loss(es) and/or damage(s), however caused that may be sustained, by a person or persons

attending a presentation offered by DC DUBY Wild Sweets®. Participants wanting to register / attend a Chocolate Tasting & Pairing session must be 19 years of age or older. Photo ID will be required.

CREDITS

This Website is a DC DUBY COMMUNICATION project . If you have any questions or queries, please contact info@dcduby.com or call 604-277-6102.