



## **Terms & Conditions**

By accessing our website, you, the user, agree to the terms and conditions we set out here. These terms and conditions may change at our discretion any time, and without notice. All orders and purchases made through this site are also governed by these terms and conditions.

## **Electronic Communications**

When you visit our website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use this site only with involvement of a parent or guardian. Flaman Group of Companies reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

## **Orders and Pricing**

Use of and orders placed on this website are governed by the laws and the courts of the province of Saskatchewan, and by the applicable laws of Canada. The user is also responsible for complying with these laws.

We may correct errors or inaccuracies and change or update information on this website at any time without notice, including prices and item availability. All sizes and weights quoted are approximate. All prices listed are in Canadian dollars and all charges will be processed in Canadian dollars. All prices listed on this site are subject to confirmation. You agree to pay all charges payable for your order. We reserve the right to limit the quantity of items that you may buy. We also reserve the right to cancel orders at our discretion.

Items in your Shopping Cart will always reflect the most recent price displayed on the item's product detail page. This price may differ from the price shown for the item when you first placed it in your cart. Placing an item in your cart doesn't reserve the price shown at that time. It is also possible that an item's price may increase or decrease between the time you place it in your cart and the time you purchase it.

Some discounts are limited-time offers. The discount we are able to offer for any item is dependent upon its availability, so Flaman Fitness' price will necessarily change on occasion.

We cannot confirm the price of an item until you order; however, we do not charge your credit card until after your order has entered the shipping process. Despite our best efforts, a small number of the items in our catalogue may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

## **Shipping Policy**

Flaman Fitness will use commercially reasonable efforts to deliver items as quickly as possible, and within any time indicated. However, we are not responsible for delivery delays beyond our control. We will endeavour to notify users if delivery is delayed once we are made aware of the delay. Items are delivered by a third party outside carrier, and that delivery is governed by their shipping contracts.

The following are our shipping costs. Please note that this cost includes delivery to the door only. Tailgate charges from the courier may be extra if requested by the customer and are the responsibility of the customer.

These prices do not include bringing the equipment or product inside or any set up charges. If you would like the equipment set up, please contact Flaman Fitness at [info@flamanfitness.com](mailto:info@flamanfitness.com) or 1-866-978-1999 and this can be arranged at an additional cost to be paid directly to the carrier or a third party. When contacting Flaman Fitness please include your name, address, day and evening telephone number and information on the product for which you require set up.

Any storage fees from the carrier for items not picked up in the allowed time will be paid by customer and are not the responsibility of Flaman Fitness.

### **Shipping Costs**

Treadmills \$125

Ellipticals \$95

Exercise bikes \$95

Free striders \$100

Bowflex machines \$125

Gyms \$225

Vibration trainers \$95

Smaller items will be shipped by mail at a cost of \$15 per item.

Weights will be shipped at a cost of 50 cents per pound.

Note: These costs are for shipping within Canadian provinces only. For the Yukon, Northwest Territories, Nunavut and some northern areas extra shipping costs may apply. Please contact Flaman Fitness at [info@flamanfitness.com](mailto:info@flamanfitness.com) or 1-866-978-1999 to get a quote for shipping to these areas. We do not ship outside of Canada at this time.

### **Processing**

Most items can be shipped out to the customer within 48 hours of receiving the order. During high volume times, most items can be shipped out to the customer no later than seven regular business days (excluding weekends and holidays) after receiving an order. Customers will be issued a tracking number in their online account to track the order.

## **Shipping Insurance**

Shipping insurance can be purchased on a product at the customer's request for a cost of \$49.99 plus taxes. This insurance covers the product not being delivered to the customer, any lost items or any damaged items not covered under the defective items policy (see below).

## **Defective Items**

If you receive an item that is defective or has been damaged, you must contact Flaman Fitness within 24 hours of receiving the item. Please call our head office at 1-866-978-1999 or email [service@flamanfitness.com](mailto:service@flamanfitness.com). You must include the original invoice number, model number and serial number.

If you have a broken cosmetic part, you must also include the part number, which can be found in the product manual. Please also include three digital photos of the defective part so we can assess the damage.

A new part will be sent to you at no charge, if you are within Canada and as long as the product is under warranty. Any abuse to the equipment or product will void the warranty.

If a machine is put together and there is a defective electronic part, please contact Flaman Fitness' head office at 1-866-978-1999 or [service@flamanfitness.com](mailto:service@flamanfitness.com) and include the original invoice number, serial number, model number and part number from the manual, along with the nature of the issue.

If we determine a new part must be sent to you, that part will be mailed at no cost to you if you are in Canada and as long as the product is under warranty. Any abuse to the equipment or product will void the warranty.

## **Liability**

Any damage done to the customer's property during delivery of equipment or products is the responsibility of the courier or third party and is not the responsibility of Flaman Fitness. Any claims must be taken up with delivery company.

## **Shipping Restrictions**

Flaman Fitness reserves the right not to ship to certain addresses or ship certain products.

This shipping policy does not apply to commercial equipment or machines. For shipping of commercial machines please contact Flaman Fitness at [info@flamanfitness.com](mailto:info@flamanfitness.com) or 1-866-978-1999 to arrange a quote.

## **Risk of Loss**

All items purchased from Flaman Group of Companies are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## **Returns and Exchanges**

If you are unsatisfied with an item you have purchased, you may return it or exchange it within 30 days. You must first contact Flaman Fitness' head office and request a return authorization number before you send anything to our head office. The Flaman Fitness head office can be reached at 1-866-978-1999 or [service@flamanfitness.com](mailto:service@flamanfitness.com).

Return items must be sent via insured, prepaid Regular Parcel Post to the head office in Saskatoon. Insuring your return allows you to track your parcel with Canada Post. **Please Note:** We cannot accept CODs or courier deliveries.

The item must be in the original packaging. You must also include the return authorization number, original invoice number, the model number and the reason for the return. Without this information the return will not be accepted.

If you are requesting an exchange, please remember to include sufficient payment for the return postage. Mail returns to the corporate head office at:

Flaman Fitness  
120 Robin Crescent  
Saskatoon, SK  
S7L 6M7

Returns cannot be sent to any other store. Upon receipt of the item, a credit will be issued.

For returns made after 30 days, there will be a restocking fee of no less than 35% of the purchase price.

## **Copyright Considerations**

All textual and graphic content on this site, its organization and presentation, and our organization and domain name are our property, and are therefore copyrighted by us. The materials on this site may not be copied, reproduced, posted, or republished in any way. They may be downloaded, displayed, or printed by the user for non-commercial and lawful personal use only. Otherwise, the republication or use of these materials on any other website without prior written consent from us is prohibited, and all rights are reserved.

The trademarks, logos, and service marks displayed on this site are registered and unregistered trademarks of Flaman Group of Companies and others, and so your own use of them is prohibited.

Images of people used on this site are used with permission or in accordance with applicable law. Reuse of them without permission may violate the privacy and publication rights of those persons.

## **User-Provided Content**

By submitting content, users warrant that they have full right and authority to submit that content and that they have sole copyright and proprietary right over that content. Users may not contribute, post or transmit unlawful, defamatory or threatening material which would constitute or encourage criminal offenses, or violate any law. We reserve the right not to publish, or to remove, any content we deem inappropriate for any reason whatsoever.

If you do post content or submit material, and unless we indicate otherwise, you grant Flaman Group of Companies a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content throughout the world in any media. You grant Flaman Group of Companies the right to use the name that you submit in connection with such content. You represent and warrant that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Flaman Group of Companies for all claims resulting from content you supply.

## **Our Liability**

This website should be accessed and used at your own risk. Though reasonable efforts have been made to ensure the website is current and contains no inaccuracies or errors, no guarantees are made that the website's content will be error-free, accurate, complete or current at all or any times. When a mistake is noticed, we will correct it as soon as possible and make reasonable efforts to notify affected users. This may mean that orders not yet shipped may be cancelled.

We are not responsible for lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable connections, failed, incomplete, garbled or delayed transmissions, online failures, hardware, software or other technical malfunctions or disturbances, whether or not these circumstances affect, disrupt or corrupt communications.

Flaman Group of Companies and our employees are not liable for any damages arising out of or related to access to or use of our site, or sites we link to, whether or not these damages are foreseeable and whether or not we have been advised of the possibility, including, without limitation, direct, indirect, special, consequential, incidental or punitive damages.

This agreement between Flaman Group of Companies and you, the user, supersedes all prior agreements and understandings pertaining to this subject matter.

## **Privacy**

Your consent to the use of the personal information you provide to Flaman Group of Companies is outlined in our [Privacy Policy](#). This policy also governs your visit to our website. We reserve the right to make changes to our site, policies and these Terms of Use at any time.