

STORAGE, TRANSPORTATION AND RELATED SERVICES AGREEMENT

The terms and conditions of this Storage, Transportation and Related Services Agreement (the “**Terms**”) govern all services provided by Point Abino Storage Inc. (“**Point Abino Storage**”).

By submitting a booking request, registration form, service request, or package selection through Point Abino Storage's website, checking the un-pre-checked box stating “*I have read and agree to the Point Abino Storage Inc. Terms & Conditions Agreement*” and proceeding to payment for your service package, you (the “**Customer**”) agree to be bound by these Terms.

The Customer acknowledges that all information regarding the Customer, the Equipment, package selection, pickup and delivery locations, service requests, and contact information has been provided through Point Abino Storage's online registration form on the previous page (the “**Online Registration Form**”), which is incorporated into and forms part of these Terms.

The Customer and Point Abino Storage (together the “**Parties**” and each a “**Party**”) acknowledge that good and valuable consideration has been exchanged, the receipt and sufficiency of which are hereby acknowledged, and agree to be legally bound by these Terms as follows:

ARTICLE 1 – DEFINITIONS

- 1.1 “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in Ontario.
- 1.2 “**Equipment**” means the golf carts, Sea-Doos, personal watercraft, accessories and other recreational equipment identified and described in the Online Registration Form and accepted by Point Abino Storage.
- 1.3 “**Online Registration Form**” means the form on Point Abino Storage's website completed by the Customer detailing the Equipment, package selection, pickup and delivery locations, service requests, and contact information.
- 1.4 “**Premises**” means Point Abino Storage's storage premises located at 45 Point Abino Road South, Ridgeway, Ontario L0S 1N0, or any other location selected by Point Abino Storage from time to time.
- 1.5 “**Services**” means, as applicable, the storage, pickup, transportation, delivery, loading, unloading, movement, operation and other related services expressly described in the Online Registration Form and these Terms.
- 1.6 “**Point Abino Storage's Protected Persons**” means Point Abino Storage and its owners, directors, officers, employees, agents, drivers, contractors, subcontractors, representatives and any person acting under Point Abino Storage's direction or control.
- 1.7 “**Third Party**” means any repair shop, mechanic, marina, dealer, service provider, transporter, contractor or other person or business to whom the Equipment is delivered or with whom the Customer or Point Abino Storage deals in connection with the Equipment.

ARTICLE 2 – EQUIPMENT AND ACCEPTANCE

- 2.1 The Equipment shall be described by the Customer in the Online Registration Form, and the Customer is responsible for ensuring that all information provided in the Online Registration Form is complete, current and accurate.
- 2.2 The Customer represents and warrants that: (a) the Customer is at least eighteen (18) years of age and have the legal capacity to enter into a binding contract under the laws of Ontario; (b) the Customer is the owner of the Equipment or has full authority from the owner to enter into these Terms and give Point Abino Storage the rights and authorizations contained herein; (c) the Equipment is not stolen, subject to any undisclosed claim, lien or encumbrance that would prevent the Services; and (d) all information supplied to Point Abino Storage concerning the Equipment is

accurate.

- 2.3 The Customer acknowledges Point Abino Storage is not required to conduct a mechanical, electrical, structural, safety, condition, valuation or title inspection of the Equipment unless otherwise expressly agreed in writing by Point Abino Storage. Acceptance of Equipment for storage or transportation is not an acknowledgment that the Equipment is safe, roadworthy, seaworthy, mechanically sound or fit for operation.
- 2.4 The Customer shall disclose in writing any known defect, damage, leak, battery issue, mechanical problem, safety issue, alarm, immobilizer, special starting procedure or other condition that could affect the storage, handling, movement or transportation of the Equipment.

ARTICLE 3 – PACKAGE SELECTION AND FEES

- 3.1 The Customer shall select one of the service packages made available through the Online Registration Form. The package selected by the Customer shall be deemed part of these Terms.
- 3.2 **BASIC PACKAGE.** Under the Basic Package, Point Abino Storage will provide indoor storage of the Equipment at the Premises or another storage location selected by Point Abino Storage. The Customer acknowledges and agrees that the indoor storage facility is not temperature-controlled and that Point Abino Storage does not guarantee any particular temperature, humidity level, environmental condition, or protection from condensation, battery discharge, corrosion, rust, mould, mildew, freezing, or other effects associated with storage. The Basic Package also includes seasonal transportation Services as described in these Terms. Following a valid request for the return of Equipment, Point Abino Storage shall use commercially reasonable efforts to arrange delivery at the earliest practical opportunity, having regard to seasonal demand, route efficiency, weather conditions, staffing levels, vehicle availability, and operational requirements. The Customer acknowledges that no specific delivery date is guaranteed under the Basic Package and that, during periods of high seasonal demand, delivery may take more than thirty (30) days.
- 3.3 **PLUS PACKAGE.** Under the Plus Package, Point Abino Storage will provide the Services included in the Basic Package and, prior to seasonal return of the Equipment, will perform the following additional Services: (a) basic exterior wash or rinse of the Equipment; (b) inspection of tire pressure and inflation of tires to appropriate operating pressure where reasonably practicable; (c) battery maintenance and charging, where applicable; (d) a brief visual and operational inspection intended to identify visually obvious mechanical or safety concerns that may reasonably affect operation of the Equipment. The Customer acknowledges and agrees that the Plus Package does not constitute a certified mechanical inspection, safety certification, warranty, diagnostic service, repair service, engineering review or guarantee that the Equipment is free from defects. Point Abino Storage shall have no responsibility for defects, maintenance issues or safety concerns that are not identified during the performance of the Plus Package Services.
- 3.4 **PREMIUM PACKAGE.** Under the Premium Package, Point Abino Storage will provide the Services included in the Plus Package together with the guaranteed delivery commitment described below. Point Abino Storage guarantees that, subject to the conditions set forth in this Article 3.4, it will drop off the Equipment within three (3) Business Days after receipt of the Customer's valid delivery request. The Premium Package delivery commitment applies only where: (a) the Equipment is at the Premises and available for delivery; (b) all amounts owing have been paid; (c) the Customer has provided a reasonably accessible delivery location; (d) the Equipment is capable of lawful and safe transport; and (e) delivery is not prevented or delayed by severe weather, road closure, government restriction, emergency, act or omission of the Customer, mechanical condition of the Equipment, unsafe site conditions, force majeure or circumstances beyond Point Abino Storage's reasonable control. If Point Abino Storage fails to meet the Premium Package three (3) Business-Day commitment for a reason within Point Abino Storage's reasonable control, the Customer's sole and exclusive remedy shall be a refund of the incremental amount paid for the Premium Package above the applicable Basic Package fee. No other damages, compensation, consequential loss or liability shall arise from a delay in delivery.
- 3.5 The applicable package fee is a single lump-sum fee and is due and payable in full upon signing these Terms, unless Point Abino Storage agrees otherwise in writing. There is no security deposit.

- 3.6 Except as expressly provided in these Terms, all package fees are non-refundable and there shall be no credit, rebate or reduction for early pickup, early termination, non-use of the Equipment, failure to use any portion of the Services, failure to request delivery or any delay in delivering your Equipment.
- 3.7 The package fee does not include third-party charges, repair charges, parts, towing charges, extraordinary transportation costs, government charges, taxes, storage charges arising after the applicable storage period, or other amounts expressly stated to be additional under these Terms. Such amounts are payable by the Customer upon demand.
- 3.8 If the Customer asks Point Abino Storage to perform services outside the Services included in the selected package, Point Abino Storage may accept or decline the request and may charge additional fees.

ARTICLE 4 – STORAGE TERM AND SEASONAL PICKUP

- 4.1 Unless otherwise agreed in writing, the seasonal storage period shall commence when the Equipment is accepted by the Point Abino Storage and shall continue until the Equipment is returned, released to the Customer, or otherwise dealt with under these Terms.
- 4.2 Point Abino Storage generally expects to receive Equipment in the Fall season and return Equipment in the Spring season. Seasonal timing is an estimate only except for the Premium Package delivery commitment expressly set out in Article 3.4.
- 4.3 Point Abino Storage may require the Customer to remove Equipment by a specified date. Unless otherwise agreed, Equipment not removed by June 1st of any year shall be subject to an additional storage charge of \$25.00 per month (or such other rate as Point Abino Storage may publish in writing) and may, at Point Abino Storage's sole discretion, be moved from indoor storage to an outdoor or other suitable storage area. This charge is in addition to all other amounts payable under these Terms and shall be payable upon demand. Point Abino Storage's acceptance of any such monthly charge shall not constitute a waiver of the Customer's obligation to remove the Equipment or of any other right or remedy available to Point Abino Storage under these Terms or at law.
- 4.4 The Point Abino Storage may move Equipment within the Premises or to another reasonably suitable storage location where reasonably necessary for operations, safety, maintenance of the Premises, transportation scheduling or other business purposes.

ARTICLE 5 – TRANSPORTATION, LOADING, UNLOADING AND OPERATION OF EQUIPMENT

- 5.1 Where transportation is included in the selected package or separately requested and accepted, the Customer authorizes Point Abino Storage and Point Abino Storage's Protected Persons to pick up the Equipment from the Customer's location, transport it, unload it at the Premises or some other suitable location, store it, reload it and return it to the Customer at the agreed drop-off location and time.
- 5.2 The Customer further expressly authorizes Point Abino Storage and its Protected Persons to start, drive, move, operate, load, unload, tow, reposition and otherwise handle the Equipment to the extent reasonably necessary for storage, inspection for safe movement, loading, unloading, transportation, parking, organization of the Premises, delivery, pickup or other Services under these Terms. Such operation is strictly for the purposes described in these Terms and is not recreational use. The Customer acknowledges that the Equipment may be driven or operated by Point Abino Storage even though the Customer is not present.
- 5.3 Point Abino Storage may refuse to drive, move, load or transport Equipment that, in Point Abino Storage's reasonable opinion, is unsafe, mechanically defective, leaking, inadequately secured, inaccessible, overloaded, improperly equipped, unlawful to operate or otherwise presents an unreasonable risk. Any resulting delay does not constitute a breach of these Terms.
- 5.4 The Customer acknowledges that transportation and movement necessarily involve risks including mechanical failure, tire failure, battery failure, brake failure, steering failure, electrical failure, fluid leakage, shifting loads, loading and unloading incidents, road conditions, weather, traffic, third-

party conduct and pre-existing defects. Except to the extent liability cannot lawfully be excluded, all such risks are assumed by the Customer.

- 5.5 The Customer shall ensure that the pickup and delivery locations are reasonably accessible and safe and shall identify any gates, restrictions, overhead obstructions, steep grades, narrow access points, soft ground or other conditions known to the Customer that could affect pickup or delivery.
- 5.6 Point Abino Storage does not guarantee any particular route, driver, vehicle, carrier, loading method or delivery time except as expressly stated for the Premium Package.

ARTICLE 6 – BATTERIES, FUEL, PROPANE AND HAZARDOUS MATERIALS

- 6.1 The Customer expressly authorizes Point Abino Storage and Point Abino Storage's Protected Persons to disconnect, reconnect, isolate, remove from service, maintain, charge, test, inspect, monitor, store, and otherwise handle any and all batteries, battery systems, battery banks, and related electrical components associated with the Equipment, including starter batteries, deep-cycle batteries, auxiliary batteries, lithium-ion batteries, golf cart batteries, marine batteries, personal watercraft batteries and any other battery-powered system. Point Abino Storage may disconnect all batteries for the duration of the storage period, or at any other time, where Point Abino Storage determines, in its sole discretion, that such action is necessary or advisable for storage, transportation, maintenance, battery preservation, safety, fire prevention, operational efficiency, or risk management purposes. The Customer acknowledges and agrees that battery disconnection is a standard component of Point Abino Storage's storage procedures.
- 6.2 The Customer acknowledges and agrees that disconnecting or reconnecting batteries may result in the loss of stored settings, presets, clocks, trip data, GPS information, electronic data, security settings, anti-theft settings, system calibrations, or other programmed information. Point Abino Storage shall not be responsible for any loss of data, programming, battery charge, battery life, battery condition, battery degradation, electronic malfunction, reset requirements, or other consequences arising from battery disconnection, reconnection, testing, charging, maintenance, storage, or inactivity of the Equipment.
- 6.3 The Customer shall not leave firearms, ammunition, explosives, hazardous chemicals, illegal substances or other prohibited materials in or on the Equipment.
- 6.4 Point Abino Storage may refuse to accept, move or transport Equipment containing any substance or material that Point Abino Storage reasonably considers unsafe or unlawful.
- 6.5 The Customer shall indemnify and hold harmless Point Abino Storage's Protected Persons from all claims, losses, damages, costs and expenses arising from the Customer's failure to comply with this Article.

ARTICLE 7 – THIRD-PARTY REPAIRS AND OTHER THIRD-PARTY SERVICES

- 7.1 At the Customer's request, Point Abino Storage may transport the Equipment to or from a Third Party, including a garage, repair shop, marina or dealer, for inspection, diagnosis, maintenance or repair.
- 7.2 Unless expressly agreed otherwise in writing, Point Abino Storage is solely a transportation and coordination service in relation to Third Party work and is not the repairer, mechanic, manufacturer, dealer or guarantor of any Third Party's work.
- 7.3 The Customer authorizes Point Abino Storage to deliver the Equipment to the Third Party and, where authorized by the Customer, to communicate the Customer's instructions, obtain estimates, arrange pickup or delivery and return the Equipment after the Third Party has completed its work.
- 7.4 At the Customer's request, or where Point Abino Storage reasonably determines that transportation of the Equipment to a Third Party is necessary or advisable in connection with the Services, Point Abino Storage may transport the Equipment to a Third Party. Point Abino Storage may, in its sole discretion, charge the Customer an additional transportation fee for any pickup, delivery, transfer, relocation, or transportation of the Equipment to or from a Third Party. Any such transportation fee

shall be payable by the Customer upon demand.

- 7.5 The Customer acknowledges and agrees that Point Abino Storage may, in its sole discretion and where reasonably appropriate in the circumstances, deliver the Equipment to a Third Party designated by the Customer or otherwise authorized by the Customer in lieu of delivering the Equipment directly to the Customer's requested delivery address. Delivery of the Equipment to such Third Party shall constitute valid delivery and fulfillment of Point Abino Storage's return transportation obligations under these Terms, and Point Abino Storage shall have no further responsibility for the Equipment once it has been delivered into the custody or control of the Third Party.
- 7.6 Any period during which the Equipment is in the possession, custody or control of a Third Party shall not entitle the Customer to any refund, credit, rebate, reduction, prorating or adjustment of storage fees, package fees, transportation fees or any other charges payable under these Terms. The Customer acknowledges that Point Abino Storage reserves storage capacity, coordinates transportation services and administers the Customer's seasonal storage arrangements regardless of any temporary transfer of the Equipment to a Third Party.
- 7.7 The Customer is solely responsible for all Third Party charges, including diagnostic charges, labour, parts, storage, environmental charges, towing, taxes, cancellation charges, shop fees, lien charges and any other amount charged by the Third Party. Point Abino Storage shall have no liability for any such charges, whether or not the Customer disputes them.
- 7.8 Point Abino Storage makes no representation or warranty regarding the Third Party, its qualifications, workmanship, parts, pricing, timing, diagnosis, repair, maintenance, storage, security or handling of the Equipment.
- 7.9 The Customer releases and indemnifies Point Abino Storage's Protected Persons from any claim arising from or relating to any act, omission, repair, alteration, diagnosis, recommendation, storage, possession, lien, delay, loss or damage caused by or occurring while the Equipment is in the possession, custody or control of a Third Party, including any authorized repair.
- 7.10 Point Abino Storage shall not be responsible for damage resulting from a Third Party's repair, attempted repair, modification, installation, removal of parts, testing, operation or other work, including damage discovered after the Equipment is returned from the Third Party.
- 7.11 If Point Abino Storage pays a Third Party on the Customer's behalf, the Customer shall reimburse Point Abino Storage immediately upon demand. Point Abino Storage may refuse to release or transport the Equipment until all such amounts are paid.

ARTICLE 8 – RISK OF LOSS; CONDITION; NO BAILMENT BEYOND AGREED SERVICES

- 8.1 Except to the extent liability cannot lawfully be excluded, the Equipment remains at the Customer's sole risk at all times, including while at the Premises, while being loaded or unloaded, while being moved or operated for the Services, while being transported by or on behalf of Point Abino Storage, and while in the custody or possession of a Third Party.
- 8.2 Point Abino Storage does not insure the Equipment and is not an insurer, warehouseman providing insured storage, mechanic, dealer or guarantor of the Equipment's condition.
- 8.3 The Customer accepts the Equipment on an "AS IS, WHERE IS" basis and acknowledges that storage and transportation do not constitute an inspection or certification of condition.
- 8.4 Point Abino Storage shall not be responsible for any deterioration, corrosion, rust, mould, mildew, condensation, freezing, battery discharge, tire deflation, mechanical deterioration, normal wear, latent defects, pre-existing damage or defects, or damage resulting from inactivity or storage.

ARTICLE 9 – RELEASE AND LIMITATION OF LIABILITY

- 9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER RELEASES AND FOREVER DISCHARGES POINT ABINO STORAGE'S PROTECTED PERSONS FROM ALL

CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO THE EQUIPMENT OR THE SERVICES, INCLUDING STORAGE, TRANSPORTATION, PICKUP, DELIVERY, LOADING, UNLOADING, MOVEMENT, OPERATION, DELAY, THEFT, VANDALISM, WEATHER, FIRE, WATER, ELECTRICAL EVENTS, MECHANICAL FAILURE, THIRD-PARTY CONDUCT, DAMAGE TO OR LOSS OF THE EQUIPMENT, OR PERSONAL INJURY OR DEATH, INCLUDING CLAIMS BASED ON NEGLIGENCE, BREACH OF CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION, EXCEPT TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE EXCLUDED OR LIMITED.

- 9.2 WITHOUT LIMITING ARTICLE 9.1, TO THE MAXIMUM EXTENT PERMITTED BY LAW, POINT ABINO STORAGE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF INCOME, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF TIME, LOSS OF ENJOYMENT OR DIMINUTION IN VALUE.
- 9.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, POINT ABINO STORAGE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE EQUIPMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE CUSTOMER TO POINT ABINO STORAGE FOR THE SPECIFIC PACKAGE GIVING RISE TO THE CLAIM.
- 9.4 The Parties intend that every exclusion, release and limitation in these Terms be interpreted to the fullest extent permitted by law. If any portion is unenforceable, it shall be severed or narrowed only to the minimum extent necessary, and the remaining provisions shall continue in force.

ARTICLE 10 – INDEMNITY

- 10.1 The Customer shall indemnify, defend and hold harmless Point Abino Storage's Protected Persons from and against all claims, demands, actions, proceedings, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable legal fees and disbursements) arising out of or relating to: (a) the Equipment or the Services; (b) the Customer's breach of these Terms; (c) any defect or unsafe condition of the Equipment or the Services; (d) the Customer's instructions; (e) any injury, death or property damage caused by or arising from the Equipment; (f) any Third Party; (g) any repair or other work performed by a Third Party; (h) any failure by the Customer to maintain insurance; or (i) any claim by an owner, lienholder or other person claiming an interest in the Equipment.
- 10.2 The indemnity applies whether the claim is made by the Customer, an owner, family member, guest, employee, contractor, insurer, lienholder, Third Party or any other person.
- 10.3 To the maximum extent permitted by law, the indemnity applies even where the claim alleges or results in whole or in part from negligence or other fault of a Point Abino Storage's Protected Person, except to the extent such indemnification is prohibited by law.

ARTICLE 11 – EMPLOYEES, DRIVERS, AGENTS AND CONTRACTORS

- 11.1 The Customer acknowledges that the Services may be performed by one or more employees, drivers, agents, contractors or subcontractors of Point Abino Storage. All references in these Terms to the Point Abino Storage include the Point Abino Storage's Protected Persons.
- 11.2 The Customer shall have no direct claim against an individual employee, driver, agent or contractor arising out of the Services except to the extent such claim cannot lawfully be released or limited.
- 11.3 The Customer shall not direct, supervise or control Point Abino Storage's personnel. Point Abino Storage retains sole control over how the Services are performed, subject to the Customer's legitimate instructions concerning the Equipment and delivery location.
- 11.4 Any release, limitation, indemnity, waiver or protection granted to Point Abino Storage under these Terms is expressly intended to benefit and be enforceable by each of Point Abino Storage's Protected Persons.

ARTICLE 12 – INSURANCE AND SELF-INSURANCE

- 12.1 The Customer acknowledges and agrees Point Abino Storage does not provide insurance for, and will not be insuring, the Equipment.
- 12.2 The Customer is solely responsible for obtaining and maintaining insurance appropriate for the full replacement value of the Equipment, including coverage for storage, transportation, loading, unloading, theft, vandalism, fire, water damage, mechanical damage where available, and other risks the Customer considers appropriate.
- 12.3 The Customer acknowledges that it has been advised to obtain such insurance before delivering the Equipment to Point Abino Storage. If the Customer elects not to obtain insurance, the Customer voluntarily assumes the resulting risk and agrees that the absence of insurance shall not increase or expand Point Abino Storage's liability.
- 12.4 The Customer shall obtain a waiver of subrogation in favour of Point Abino Storage's Protected Persons. The Customer shall not permit an insurer or other person claiming through the Customer to recover against Point Abino Storage except to the extent liability cannot lawfully be excluded.

ARTICLE 13 – ACCESS TO PREMISES

- 13.1 The Customer shall not enter the Premises without Point Abino Storage's prior consent, except as otherwise agreed in writing.
- 13.2 Point Abino Storage may restrict access, require an escort, designate access times and require compliance with reasonable safety rules.
- 13.3 The Customer is responsible for the acts and omissions of its guests, family members, contractors and representatives while on the Premises.
- 13.4 The Customer acknowledges and agrees that one or more dogs or other animals may be present at the Premises from time to time. The Customer shall exercise reasonable caution when attending at the Premises and shall comply with all instructions provided by Point Abino Storage regarding the presence of any animal. The Customer shall not approach, feed, pet, handle, provoke, interfere with, or otherwise interact with any animal at the Premises without the express permission of Point Abino Storage. To the maximum extent permitted by applicable law, the Customer assumes all risks associated with the presence of animals at the Premises, including risks arising from unexpected animal behaviour. Nothing in this Section limits any liability that cannot lawfully be excluded or restricted under applicable law.

ARTICLE 14 – DEFAULT, LIEN, SERCUITY INTEREST, AND UNCLAIMED EQUIPMENT

- 14.1 The Customer is in default if the Customer fails to pay any amount when due, breaches any material term of these Terms, provides materially inaccurate information, fails to retrieve the Equipment when required, or otherwise creates a material risk to Point Abino Storage or the Premises.
- 14.2 Upon default, Point Abino Storage may exercise any rights and remedies available under these Terms or applicable law, including suspending Services, refusing delivery, retaining possession of the Equipment, charging additional storage and other reasonable costs, and enforcing any lawful lien or security interest.
- 14.3 The Customer grants Point Abino Storage a security interest in the Equipment and its proceeds to secure all amounts owing under these Terms and all other amounts properly chargeable to the Customer in connection with the Equipment. The Customer authorizes Point Abino Storage to register and maintain any financing statement or other registration reasonably required to evidence that security interest.
- 14.4 Nothing in these Terms limits any lien, possessory right, non-possessory lien, sale right or other remedy available to Point Abino Storage under the *Repair and Storage Liens Act* ("RSLA") or other applicable law. Point Abino Storage reserves the right to retain and sell the Equipment in

accordance with the RSLA or other applicable law if fees remain unpaid or the Equipment is unclaimed. Any seizure, retention or sale of Equipment shall be carried out only in accordance with applicable law.

- 14.5 If the Equipment is not retrieved when required, Point Abino Storage may continue to charge reasonable storage and related costs and may exercise its lawful remedies concerning unclaimed Equipment.

ARTICLE 15 – POINT ABINO STORAGE’S RIGHT TO REFUSE OR SUSPEND SERVICES

- 15.1 Point Abino Storage may refuse, suspend or terminate any Service where Point Abino Storage reasonably believes that: (a) the Equipment is unsafe or unlawful to handle; (b) the Customer has failed to pay amounts owing; (c) the Customer has materially breached these Terms; (d) the Premises, pickup or delivery location is unsafe; (e) the requested service would violate law or insurance requirements; or (f) circumstances beyond Point Abino Storage’s reasonable control prevent performance.
- 15.2 No refusal or suspension under this Article creates liability for resulting loss, delay, inconvenience or expense except to the extent liability cannot lawfully be excluded.

ARTICLE 16 – OCCUPIERS’ LIABILITY AND ACCESS RISKS

- 16.1 To the maximum extent permitted by the *Occupiers’ Liability Act*, R.S.O. 1990, c. O.2 and any successor legislation, the Customer agrees that Point Abino Storage’s duty of care and liability in respect of the Premises and access to the Premises are restricted, modified and excluded to the extent permitted by law.
- 16.2 The Customer acknowledges that the restriction, modification and exclusion in this Article are a material term of the Agreement and are intended to be brought expressly to the Customer’s attention.
- 16.3 The Customer assumes all risks associated with accessing or entering the Premises, including uneven surfaces, vehicles, equipment, weather, ice, snow, loading areas and other hazards, subject to any liability that cannot lawfully be excluded.

ARTICLE 17 – NO WARRANTIES

- 17.1 Except for the express Premium Package commitment in Article 3.4, Point Abino Storage makes no warranty, representation or guarantee concerning the Services, the Premises, the Equipment, transportation timing, storage conditions, security, mechanical condition, repair quality or fitness for a particular purpose.
- 17.2 The Customer acknowledges that no statement by an employee, driver, agent or contractor of Point Abino Storage shall create a warranty or expand Point Abino Storage’s obligations unless confirmed in writing by an authorized representative of Point Abino Storage.

ARTICLE 18 – FORCE MAJEURE

- 18.1 Point Abino Storage shall not be responsible for delay or failure to perform caused by events beyond its reasonable control, including severe weather, storm, flood, fire, road closure, traffic incident, accident, government action, emergency, labour disruption, illness, equipment breakdown, shortage of personnel, supply interruption, act or omission of a Third Party, or other force majeure event.

ARTICLE 19 – NOTICES AND DELIVERY REQUESTS

- 19.1 Delivery and pickup requests may be made by email, text message or other written electronic communication accepted by Point Abino Storage.
- 19.2 Point Abino Storage is entitled to rely on instructions reasonably believed to have been given by the Customer or the Customer’s authorized representative.

- 19.3 The Customer shall promptly notify Point Abino Storage of any change to contact information, address or authorized representative.

ARTICLE 20 – GENERAL

- 20.1 These Terms are governed by the laws of Ontario and the federal laws of Canada applicable therein.
- 20.2 These Terms constitutes the entire agreement between the Parties concerning the Services and supersedes prior oral or written agreements concerning the same subject matter.
- 20.3 No amendment or waiver is binding unless in writing and agreed by the Parties, except that Point Abino Storage may provide operational notices and scheduling confirmations electronically.
- 20.4 If any provision is held invalid or unenforceable, it shall be modified or severed to the minimum extent necessary and the remaining provisions shall continue in full force and effect.
- 20.5 No failure or delay by Point Abino Storage in exercising a right shall constitute a waiver.
- 20.6 The Customer may not assign these Terms or any rights to the Equipment without Point Abino Storage's prior written consent. Point Abino Storage may assign these Terms to an affiliate, successor or purchaser of its business.
- 20.7 Headings are for convenience only and do not affect interpretation.
- 20.8 All releases, limitations of liability, indemnities, payment obligations, security interests and provisions intended by their nature to survive shall survive termination or expiry of these Terms.
- 20.9 Nothing in these Terms is intended to exclude or restrict any right, remedy, duty or liability that cannot lawfully be excluded or restricted under applicable law, including any mandatory consumer protection legislation. If the Customer is a consumer within the meaning of applicable legislation, these Terms shall be interpreted subject to all mandatory consumer rights.

ARTICLE 21 – ACKNOWLEDGEMENT AND ELECTRONIC ACCEPTANCE

- 21.1 The Customer acknowledges that the liability exclusions, releases, indemnities, insurance provisions, package terms, transportation provisions and limitations in these Terms are material terms upon which Point Abino Storage is relying in agreeing to provide the Services. The Customer confirms that the Customer has read and understood these Terms and has had an opportunity to obtain independent legal advice before signing.
- 21.2 The Customer acknowledges and agrees that any of the following constitutes acceptance of these Terms: (a) submitting an Online Registration Form; (b) selecting a package through the website; (c) paying for Services; (d) delivering Equipment to the Service Provider; or (e) requesting or receiving Services from the Service Provider.

THESE TERMS shall enure to the benefit of and be binding upon both Parties hereto, their successors and assigns.

To consent and agree to these Terms, please check the un-pre-checked box stating "*I have read and agree to the Point Abino Storage Inc. Terms & Conditions Agreement*" and proceed to payment for your service package. **IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT PROCEED TO PAYMENT.**