

CUSTOMER ACCOUNT TERMS AND CONDITIONS
Humphrey Fleet Service Inc. ("HFS")

NOTICE: *These Terms are intended for use with both "Consumer" and "Business Customer". Where the "Customer" is a Consumer, any mandatory rights, protections, warranties, authorizations, disclosure obligations, estimate requirements, pricing limitations, or cancellation rights under the Consumer Protection Act, 2002 (Ontario) and its regulations shall apply and shall supersede any conflicting provision of the "Contract". For all Business Customer transactions, the parties agree that consumer-specific rights do not apply and the remaining provisions of the Contract govern.*

DEFINITIONS:

1. "Consumer" means an individual obtaining services for personal, family, or household purposes and not in connection with any business or commercial activity.
2. "Business Customer" means a person, company, or organization obtaining services for business, commercial, or professional purposes, including but not limited to vehicles used in transportation, delivery, construction, or any fleet operations.
3. "Customer" refers to either a Consumer or Business Customer, as applicable.
4. "Contract" means these Terms and Conditions together with any estimate, work order, purchase order, invoice, or other document issued or accepted by HFS in connection with the supply of goods, equipment, or services.

PAYMENT TERMS: Standard payment terms are Net 30 end of month (EOM) from the date of invoice, subject to credit approval, unless otherwise agreed in writing. Any invoices aged over 60 days may place the account on hold.

All amounts are in Canadian dollars.

Cheques returned for non-sufficient funds (NSF) are subject to a \$50.00 handling fee.

HFS may apply any monies received on the Customer's account to such invoices or accounts, and as to principal or interest, as HFS determines.

All invoices are deemed accepted for administrative purposes unless disputed in writing within 30 days; this does not limit any non-waivable Consumer rights.

The Customer agrees to indemnify and hold harmless HFS from and against all losses, liabilities, claims, costs and expenses (including reasonable legal fees on a full indemnity basis where permitted by law) incurred by HFS in the collection or enforcement of any amounts due under the Contract.

REMEDIES FOR NON-PAYMENT: If the Customer fails to make any payment when due, HFS may, in addition to its other rights and remedies: (1) declare all amounts immediately due and payable; (2) take possession of any goods supplied or otherwise enforce its security; (3) refuse, stop, cease or suspend further sales, deliveries, or services (including goods in transit); and/or (4) require prepayment or other security until satisfactory arrangements are made. If performance is suspended under this Section, completion, delivery, and other dates shall be adjusted as reasonably required, and the Customer shall pay HFS for additional costs reasonably and necessarily incurred.

METHOD OF PAYMENT: Payments made on the date of sale may be made by credit card, debit card, cash, cheque, etransfer or electronic funds transfer (EFT).

Payments on invoices or accounts reflecting discount rates, or payments made after the date of sale, in an aggregate amount of \$2,000.00 or less may be made by credit card, debit card, cash, cheque, etransfer or EFT.

Payments on invoices or accounts reflecting discount rates, or payments made after the date of sale, in an aggregate amount exceeding \$2,000.00 may be made by debit card, cash, cheque, etransfer or EFT and may not be made by credit card, at the discretion of HFS. If HFS elects to apply a surcharge to credit card payments, HFS will comply with applicable payment card network rules and a surcharge not exceeding HFS's cost of acceptance and the 2.4% network cap. No surcharges apply to debit or prepaid cards.

INTEREST: Unpaid accounts are subject to interest at 2% per month (24% per annum), compounded monthly, on all amounts outstanding more than Net 30 end of month (EOM) from invoice date.

TAXES: Unless expressly stated, prices and quotes do not include applicable federal or provincial sales, use, or other taxes. All such taxes shall be paid by the Customer.

ESTIMATES AND APPROVALS:

1. General

HFS will provide a written estimate upon request. HFS may charge a fee for preparing an estimate; any such fee will be disclosed in advance. If the Customer authorizes the repair within a reasonable time, the estimate fee will not be charged in addition to the repair.

2. Consumer Customers (Consumer Protection Act, 2002 (Ontario) Requirements)

Where the Customer is a Consumer, the following mandatory provisions apply and prevail over any conflicting terms:

2.1 Written Estimate Requirements

A written estimate provided to a Consumer shall include, at a minimum:

- (a) the Consumer's name and HFS contact information;

- (b) vehicle identification (make, model, VIN, licence number);
- (c) a description of the repairs;
- (d) parts to be installed and indication of whether each part is new, used, or reconditioned;
- (e) the price of each part;
- (f) labour charges and the basis of calculation (hourly, flat-rate, or combination);
- (g) the total estimated amount payable;
- (h) the date of the estimate and expiry date; and
- (i) the expected completion date.

2.2 Variance Limit

HFS will not charge a Consumer more than 10% above the total amount in a written estimate without further authorization. If the Consumer declines a written estimate, the Consumer may authorize a maximum amount, and HFS will not charge more than that amount without further authorization.

3. Business Customers

3.1 Written or Verbal Authorization

Business Customers may request a written estimate, authorize repairs up to a specified amount, or provide open-ended authorization. Business Customers acknowledge and agree that the 10% variance limit applicable to Consumers does not apply.

3.2 Additional Work

If additional work is identified:

- HFS will make reasonable efforts to contact the Business Customer for authorization.
- If the Business Customer cannot be reached within a reasonable time and the additional work is necessary to avoid significant cost, delay, damage, or safety risk, HFS may proceed acting reasonably.

4. Authorization Procedures (All Customers)

Authorization may be given in writing, by email or text message, or verbally. If verbal authorization is provided, HFS will create a written record noting the date, time, and the identity of the person providing authorization.

HFS will not perform additional work without authorization except where required by law—for example, where limited work is reasonably necessary to make the vehicle safe or to comply with applicable regulations—and will document the basis for such actions.

INVOICES AND RECORDS: Upon completion, HFS will provide an invoice stating: (a) Customer name and HFS contact details; (b) vehicle identification and odometer readings in and out; (c) parts installed (new/used/reconditioned); (d) labour charges and the method of calculation; (e) all additional charges and taxes; and (f) the total amount payable.

Upon request at the time of authorization, replaced parts will be made available to the Customer except those under warranty, or that must be returned to a supplier or core program, or where prohibited by law.

WARRANTIES: Description of goods, equipment, or services is for identification only and does not constitute a warranty unless expressly stated in writing.

Consumer Transactions: Where the Customer is a Consumer, HFS provides the mandatory minimum warranty required by law on new or reconditioned parts installed and the associated labour, being the earlier of 90 days or 5,000 kilometers from the date of installation, and nothing in the Contract limits any additional non-waivable rights the Consumer may have under applicable law.

Business Customer Transactions: To the fullest extent permitted by law, HFS disclaims all implied warranties, including merchantability and fitness for a particular purpose. HFS is not responsible for manufacturer warranties, third-party work, or defects resulting from improper installation, maintenance, care, or operation by others, or for goods or equipment not paid in full.

All Customers are responsible for compliance with all regulations, codes, standards, or ordinances applicable to the installation, location, operation, or maintenance of goods and equipment.

LIMITATION OF LIABILITY: The Customer's sole remedy for breach of an applicable express warranty is, at HFS's option, repair or replacement of the deficient goods, equipment, or services, or refund of the purchase price paid for the affected goods, equipment, or services. If HFS elects to repair, it may perform the repair itself or authorize a third party at HFS's expense.

To the fullest extent permitted by law: (a) HFS's total liability, whether in contract, tort (including negligence), warranty, or otherwise, shall not exceed the amount invoiced by HFS for the specific goods, equipment, or services giving rise to the claim; and (b) HFS shall not be liable for consequential, indirect, incidental, special, exemplary, or punitive damages, including loss of use, loss of direct and indirect profits, or economic loss, even if advised of the possibility of such damages. The foregoing limitations do not apply to the extent liability cannot be limited under applicable law, or to damages resulting from HFS's gross negligence or willful misconduct. Nothing in this Limitation of Liability or Warranties Sections limits any rights or remedies that a Consumer has under the Consumer Protection Act, 2002 (Ontario).

SHIPPING AND DELIVERY: Any shipping or delivery dates are estimates unless otherwise stated. HFS is not responsible for delays or failures due to causes beyond its reasonable control, including fires, floods, war, riots, strikes, freight embargoes, transportation delays, labour shortages, inability to secure fuel, materials, supplies, or power at current prices, acts of God, acts of government, or other events of force majeure.

RETURNS: Goods and equipment may not be returned except with HFS's prior permission and may be subject to handling and transportation charges. Returned cores must be in acceptable condition; damaged or non-rebuildable cores may incur chargebacks.

LIEN RIGHTS: HFS may assert possessory and non-possessory lien rights to the extent permitted by the Repair and Storage Liens Act (Ontario), including the right to retain the vehicle or article until all lawful charges are paid and to follow statutory procedures for sale or other disposition if unpaid.

GOVERNING LAW AND JURISDICTION: The Contract is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties attorn the exclusive jurisdiction of the courts of Ontario, without regard to conflict of laws principles.

MISCELLANEOUS: Severability: If any provision of the Contract is held invalid or unenforceable, the remaining provisions remain in full force and effect.

No Waiver: No failure or delay by HFS in exercising any right shall operate as a waiver thereof.

Assignment: The Customer may not assign the Contract or any rights or obligations hereunder without HFS's prior written consent. HFS may assign the Contract without the Customer's consent.

Entire Agreement: The Contract constitutes the entire agreement between HFS and the Customer regarding its subject matter and supersedes all prior or contemporaneous agreements, proposals, and communications, whether written or oral, except where consumer protection legislation provides otherwise.

ACKNOWLEDGMENT: By receiving goods or services from HFS, the Customer acknowledges that these Terms and Conditions apply to the transaction.