



TERMS AND CONDITIONS OF STORAGE LE CLAN PANNETON (1993) INC.

These presents constitutes terms and conditions of storage (hereinafter the "**Agreement**") under which **Le Clan Panneton (1993) Inc.** (hereinafter "**Clan Panneton**") will provide the rental of storage box, unit and space to the party identified in the purchase order issued by Clan Panneton to such party (hereinafter the "**Customer**"), whether the Customer's request for storage is made verbally or in writing (hereinafter the "**Purchase Order**") indicating or confirming the Customer's name, address, method of payment selected and any other information.

This Agreement shall become effective and binding upon the Customer's performing one of the following actions: (a) upon receipt of the Customer's verbal or written approval of the Purchase Order; or (b) upon delivery of the Customer's goods to Clan Panneton for storage. The Customer acknowledges and agrees that the terms, conditions and covenants set forth in this Agreement constitute the entire agreement between the parties with respect to the storage service provided by Clan Panneton and the provision of any other ancillary services provided by Clan Panneton to the Customer or for his benefit.

BY RETAINING THE STORAGE SERVICES OF CLAN PANNETON, THE CUSTOMER CONSENTS TO THIS AGREEMENT, AND ALL PROVISIONS HEREOF CONSTITUTE A LEGALLY VALID, BINDING OBLIGATION ENFORCEABLE AGAINST THE CUSTOMER WITHOUT FURTHER FORMALITY. THE CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PRIOR TO THE DELIVERY OF GOODS TO CLAN PANNETON.

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT DOES NOT CONSTITUTE A LEASE UNDER THE PROVISIONS OF THE CIVIL CODE OF QUÉBEC OR CREATE ANY LEGAL RELATIONSHIP BETWEEN THE PARTIES WITH RESPECT TO THE DEPOSIT OF GOODS FOR SAFEKEEPING. NOTWITHSTANDING THE FOREGOING, THE CUSTOMER AGREES AND ACKNOWLEDGES THAT CLAN PANNETON SHALL HAVE THE RIGHT TO RETAIN THE CUSTOMER'S GOODS IN THE EVENT OF ANY AMOUNT OWING TO CLAN PANNETON UNDER THIS AGREEMENT.

1. STORAGE

The Customer requires the services of Clan Panneton to store its goods (hereinafter the "**Stored Goods**" or the "**Goods**") in one or more storage boxes, unites and/or spaces (hereinafter the "**Rented Premises**"), in accordance with the Purchase Order. The Purchase Order establishes, the Rented Premises, the fees for each Storage Period (as defined below), the starting date of the first Storage Period and the price of Clan Panneton's delivery and storage services, including but not limited to mileage fees and any other applicable charges.

2. STORAGE PERIODE

Upon delivery of the Goods to Clan Panneton, the Customer agrees to store the Goods in the Rented Premises for successive one-month storage periods (each a "**Storage Period**"). The Storage Period shall be automatically and consecutively renewed until terminated in accordance with the provisions hereof.

3. STORAGE FEES

The Customer must pay Clan Panneton in advance monthly fees for each Storage Period and any additional charges (the "**Fees**"), at the rate established in the Purchase Order or in the rental invoice delivered by Clan Panneton, plus all applicable taxes. The Customer shall not, by reason of any claim for compensation, set-off,

counterclaim, request for reduction, or any similar deduction claim, withhold in whole or in part the Fees or any amount due to Clan Panneton under this Agreement. The Fees for the first Storage Period, including the initial charges, handling, packaging, pick-up, delivery and any other charges related to the storage of the Customer's goods shall be payable prior to beginning of the First Rental Period. Fees for subsequent Storage Periods shall be due and payable in advance, on the fifteenth (15th) day of each month. If the Customer chooses to pay the Fees by pre-authorized payment, the amount of the Fees or any amount owed hereunder will then be automatically debited to the Customer's account on the fifteenth (15th) day of each month. When the Customer provides his credit card information, he expressly authorizes Clan Panneton to charge the Fees to the Customer's credit card, including all overdue amount and any other amount owed to Clan Panneton from time to time. Clan Panneton may, at its sole discretion, change storage Fees or any other charges payable hereunder by giving the Customer thirty (30) days prior written notice. The revised storage Fees or any other charges shall be effective as of the first (1st) day of the next Storage Period.

To the extent permitted by law, if the Customer fails to comply or fulfill any of its payment obligations hereunder, the Customer acknowledges and agrees that, even if Clan Panneton accepts a partial payment to reduce the unpaid balance due to Clan Panneton, Clan Panneton does not waive its right of retention on the Stored Goods. The



Client further acknowledges and agrees that he must pay in full any amount due (including interest, if applicable) to Clan Panneton before the Client can retrieve his Goods.

THE CUSTOMER ACKNOWLEDGES THAT NO FEES FOR A PARTIAL STORAGE PERIOD WILL BE REFUNDED IN THE EVENT THAT THE CUSTOMER TERMINATES THIS AGREEMENT, LEAVES AND/OR REMOVES HIS GOODS FROM THE RENTED PREMISES BEFORE THE EXPIRY OF A STORAGE PERIOD.

4. LATE FEES AND OTHER CHARGES

Any amount due by the Customer to Clan Panneton in whole or in part shall bear interest at the rate of two percent (2%) per month, or twenty-six point eight percent (26.8%) per annum, calculated on a daily basis from the fifth (5th) day following the due date of payment. All invoices are immediately payable upon receipt. Should it become necessary to retain the services of a collection agency or attorney to recover unpaid accounts, due to the Customer's failure to pay, the Customer acknowledges that he is solely responsible for paying, in addition to the balance due with interest, the collection costs (including all judicial and extrajudicial cost, and reasonable attorney's fees, the whole without prejudice to Clan Panneton's other rights and remedies hereunder and according to law.

5. REPRESENTATIONS, COMMITMENTS AND OBLIGATIONS OF THE CUSTOMER

Insurance. The Customer shall be fully responsible and liable for obtaining and maintaining in force at its sole expense during any Storage Period, full insurance coverage for all damages up to the value of the Stored Goods. The Customer agrees to provide proof of valid insurance, satisfactory to Clan Panneton, prior to the commencement of the first Storage Period and at any other time during any Storage Period upon request by Clan Panneton. Neither the Customer nor its insurer shall have any claim (direct or subrogated) against Clan Panneton in connection with the Stored Goods.

THE CUSTOMER IS SOLELY RESPONSIBLE FOR ADEQUATELY INSURING THE STORED GOODS. CLAN PANNETON DOES NOT PROVIDE ANY INSURANCE WITH RESPECT TO THE STORED GOODS. IN THE EVENT THAT THE CUSTOMER FAILS TO PROVIDE PROOF OF INSURANCE PRIOR TO THE COMMENCEMENT OF THE FIRST STORAGE PERIOD OR AT ANY OTHER TIME UPON REQUEST BY CLAN PANNETON, CLAN PANNETON EXPRESSLY AND IRREVOCABLY DISCLAIMS ALL LIABILITY WITH RESPECT TO THE STORED GOODS.

Risk of loss. The Customer personally assumes all risk of loss, damage or theft of the Stored Goods from any

cause whatsoever, including, without limitation, burglary, displacement of the Stored Goods during transportation, transit or reorganization of Clan Panneton's warehouse, fire, water infiltration, the presence of rodents, insects, vermin, bedbugs, earthquakes, acts of nature, vandalism, mold, or the acts, omissions or negligence of Clan Panneton or Clan Panneton Related Parties (as hereinafter defined).

Products and uses prohibited in the Rented Premises.

The Customer agrees not to store in the Rented Premises any dangerous, flammable or toxic products, including but not limited to gasoline, gases of any kind (propane, natural, etc.), fuels, oil, grease, paint, flammable items, explosives, fireworks, firearms, ammunition or any other dangerous or toxic products, toxic or hazardous corrosive waste, drugs, tobacco products, contraband, alcoholic beverages, food of any kind (whether perishable or not) and any other creature (including animals) living or dead, nor store any property which would result in the violation of any law or regulation of any governmental authority. The Customer further agrees not to store in the Rented Premises any property whose loss, theft, sale or damage could cause the Customer or others consequential damages or emotional distress.

The Rented Premises are intended for domestic storage only and may not be used for shipping or commercial purposes. Therefore, the Customer shall not at any time use the Rented Premises as a dwelling, for the operation of a business or for commercial purposes, as a workshop or to conduct illegal activities or activities considered harmful, at the sole discretion of Clan Panneton.

Changes to Customer's Information.

The Customer shall immediately notify Clan Panneton in writing of any change to the Customer's address, telephone number, e-mail address or any other change in Customer's personal information, including billing and payment information. As long as Clan Panneton is not informed in writing signed by the Customer of any change to its personal information, all statements of account, storage invoices, notices provided for herein, correspondence, legal proceedings or any other communication will be sent to the address appearing in the Customer's file, and the Customer will be deemed to have legally received said correspondence. Failure by the Customer to provide any written notice of change to his information shall release and discharge Clan Panneton from any damages that may arise if the Stored Goods are removed or if Clan Panneton exercises any of its rights or remedies in the event of the Customer's default under this Agreement. Clan Panneton will not be held responsible for, nor will it attempt to locate, the Customer if he fails to provide written notice of any changes to his information.

Owner of Stored Goods. Unless otherwise specified in writing by the Customer prior to the commencement of the



first Storage Period, the Customer represents and warrants that he is the sole and exclusive owner of all the Goods stored in the Rented Premises and that he has the full capacity to store such Goods.

THE CUSTOMER SHALL BE FULLY RESPONSIBLE FOR ALL COSTS, EXPENSES (INCLUDING ALL LEGAL FEES AND ATTORNEY FEES), LOSSES OR DAMAGES OF ANY KIND AND NATURE RESULTING OR ARISING FROM THE BREACH BY THE CUSTOMER OF ANY PROVISIONS OF THIS ARTICLE 5.

6. ACCESS TO THE RENTED PREMISES AND REMOVAL OF STORED GOODS

Provided that the Customer is not in default of payment, the Customer may access the Rented Premises upon providing written notice to Clan Panneton. Upon receipt a written request from the Customer, Clan Panneton shall promptly inform the Customer of the date and time at which he may access the Rented Premises.

During any Storage Period, the Customer may, upon reasonable written notice, request the removal of the Stored Goods from the Rented Premises. The Customer may either collect the Goods himself (in accordance with Clan Panneton's requirements) or pay for their collection and delivery by Clan Panneton. Any request for the removal of Stored Goods must be issued and signed by the Customer personally. Any Customer wishing to examine, move or remove any or all of the Stored Goods shall pay the applicable handling charges. Notwithstanding anything to the contrary herein or by law, no Goods shall be returned to the Customer until all Fees and any other amount due to Clan Panneton (including interest, if any) have been paid in full by the Customer.

The Customer understands that a significant number of customers plan to retrieve their goods from storage at the end of the month of June. As Clan Panneton's ability to release stored items and goods is limited, it is strongly recommended that the Customer submit any withdrawal requests as soon as possible. Please be advised that once the maximum quota of requests for the removal of stored goods has been reached for a specific period, no further requests can be considered by Clan Panneton. Consequently, Clan Panneton cannot guarantee the availability of the Customer's goods at the desired date and the Customer expressly waives any recourse against Clan Panneton in the event of delays in the delivery of his goods.

Clan Panneton along with any of its employees, representatives, agents or mandataries, as well as any member from the police or fire department, may access and enter the Rented Premises at any time, with or without notice, in case of emergency, repairs, modification

or inspection of the Rented Premises. This includes without limitation, forcibly entering the Rented Premises to carry out any work, modification or repairs that Clan Panneton deems necessary, in its sole discretion, for the safety or preservation of the Rented Premises or to remove any Goods or item, or remedy any condition which, Clan Panneton's opinion could result in a breach of the Customer's obligations hereunder or any applicable law. This shall be done without any liability to Clan Panneton and without it being considered a trespass or invasion of the Customer's privacy.

7. TERMINATION

Clan Panneton may terminate this Agreement and/or any Purchase Order with or without reason, effective immediately upon thirty (30) days' written notice to the Customer. The Customer may terminate this Agreement and/or any Purchase Order at any time, by giving written notice to Clan Panneton, in which case, termination shall be effective as of the last day of the then-current Storage Period. Notwithstanding the foregoing, the Customer shall not have the right to terminate this Agreement and/or any Purchase Order if he's in default under this Agreement, including if any amount remains due to Clan Panneton. Notwithstanding anything to the contrary herein, no Fees shall be reduced or refunded if termination occurs prior to the end of a full Storage Period. In the event of termination of this Agreement and/ or any Purchase Order for any reason whatsoever, the Fees shall continue to accrue and be due and payable, in full, for the period of time during which the Stored Goods remain in the Rented Premises following the expiration or termination date of this Agreement or any Purchase Order, the whole without prejudice to any other rights and recourses of Clan Panneton hereunder or at law.

8. EVENT OF DEFAULT

Each of the following events constitutes an "Event of Default" by the Customer under this Agreement and any Purchase Order: (a) the Customer fails to pay the Fees or any other amount due hereunder in whole, and such failure continues for a period of thirty (30) days or more after written notice has been given to the Customer; (b) the Customer fails to comply with any term, condition, covenant or obligation of this Agreement (other than a default of payment), and such failure continues for a period of fifteen (15) days or more after written notice has been given to the Customer; (c) the Customer abandons the Stored Goods (as more fully detailed in Section 9 hereof); or (d) Clan Panneton has reasonable grounds to believe that the Customer will be in default of any of the terms, conditions, covenants or obligations of this Agreement.

If an Event of Default occurs and so long as such default persists, Clan Panneton may at any time and at its sole



discretion, (a) deny to the Customer access to the Stored Goods and the Rented Premises; (b) immediately terminate this Agreement, *ipso facto*, without legal process upon simple notice to the Customer; (c) enter the Rented Premises, repossess the Rented Premises and the Stored Goods; d) evict the Customer from the Rented Premises, remove any lock on the Stored Goods and remove all items in the Rented Premises without regard to their protection; and/or (e) exercise any other recourses or remedy permitted under this Agreement or according to law.

In the event that Clan Panneton decides to repossess the Rented Premises, the Customer hereby consents to Clan Panneton, or its employees, agents, representatives or mandataries repossessing the Rented Premises. In doing so, the Customer expressly waives any claim for trespass or misappropriation and acknowledges that he will not hold Clan Panneton or Clan Panneton's Related Parties liable for any damage to or loss of the Stored Goods arising from such repossession.

Notwithstanding anything to the contrary herein, if the Fees or any amount due to Clan Panneton remain unpaid in part or in full for a period of ninety (90) days from the due payment date, notwithstanding the foregoing written notice of default, then all Goods and property contained in the Rented Premises may be disposed of or sold by Clan Panneton, at its sole discretion in accordance with the provision of the Civil Code of Québec. If the proceeds from the sale of the Stored Goods exceed the outstanding amount owed by the Customer to Clan Panneton, including all interests, costs, expenses, legal fees and attorneys' fees, the excess of such proceed may be claimed by the Customer within ten (10) days of written notice to the Customer of the sale. If the Customer fails to claim the excess proceeds of the sale within the aforementioned period, the Customer will be deemed to have irrevocably waived the right to the excess proceeds and any such amount will then be retained and become the sole property of Clan Panneton.

The Customer agrees to pay, as liquidated damages, the costs of collection, repossession or disposition, attorneys' fees and all other costs incurred by Clan Panneton as a result of an Event of Default or the exercise by Clan Panneton of its remedies under this Agreement or at law. Repossession of the Rented Premises and/or the Stored Goods shall not relieve the Customer of his obligation to pay the Fees and any sums due to Clan Panneton hereunder. Clan Panneton's remedies, including but not limited to its right of retention, to terminate this Agreement or its right to repossess the Rented Premises and the Stored Goods are cumulative and any or all of them may be exercised alternatively or cumulatively with any other recourse or remedy available to Clan Panneton hereunder or according to law.

9. RETURN OF RENTED PREMISES AND STORED GOODS DEEMED ABANDONED

In the event of termination of this Agreement and or/any Purchase Order for any reason, the Customer shall remove, at its own expense, all Stored Goods located in the Rented Premises, subject to Clan Panneton's right of retention under Section 10 hereof.

The Customer understands and accepts that all Stored Goods left in the Rented Premises following the expiry or the termination of this Agreement or any Purchase Order will be deemed abandoned by the Customer (the "**Abandoned Goods**"). The Abandoned Goods will become the exclusive property of Clan Panneton in accordance with the terms and conditions provided by law, and Clan Panneton may dispose of or sell them at its sole discretion. Accordingly, the Customer hereby waives the benefit of any present or future law withdrawing or limiting the rights of Clan Panneton under this paragraph and the Customer expressly authorizes Clan Panneton to remove any Abandoned Goods from the Rented Premises and to dispose of them, the whole without incurring any liability whatsoever. The Customer releases Clan Panneton and the Clan Panneton Related Parties from any liability and agrees to indemnify them against any claims based on trespass, conversion or damages arising from the repossession of the Rented Premises, the Stored Goods or the Abandoned Goods.

10. RIGHT OF RETENTION

Notwithstanding anything to the contrary herein and without prejudice to Clan Panneton's other rights and remedies under this Agreement or at law, Clan Panneton shall have a retention right on any and all Stored Goods for both Clan Panneton 's moving services and the storage of the Customer's Goods in the Rented Premises. Clan Panneton shall have the right to withhold and refuse to deliver to the Customer any or all of the Stored Goods as long as the Customer has not paid in full the Fees and any other amounts due to Clan Panneton (including interest, if any). The Customer acknowledges this retention right to Clan Panneton without further formality and waives the right to oppose any seizure, claim or repossession on any grounds whatsoever, and also waives any proceedings, claims or other proceedings for any damages, disturbances, inconveniences or prejudices which such a situation may cause or could cause as a result of the exercise of Clan Panneton's right of retention.

11. EXCLUSION OF LIABILITY

To the fullest extent permitted by law, Clan Panneton makes no express or implied warranties or representations of any kind as to the nature, condition, safety or security of the Rented Premises and the building where the Rented Premises are located (the "**Building**").



The Customer agrees to store the Goods in the Rented Premises "As-is", "Where-is". The Customer acknowledges that Clan Panneton does not represent or warrant the security or safety of the Rented Premises, the Building or any property stored therein, and this Agreement does not create any contractual obligation for Clan Panneton to create, provide or maintain such security or safety. The Customer further acknowledges and understands that Clan Panneton makes no assurances or warranties as to the date of return of the Stored Goods at the end of the Storage Period.

The Customer acknowledges that Clan Panneton and the Clan Panneton Related Parties shall in no event be liable or responsible for any breakage, loss (including loss of profits and revenues), destruction or damage to the Stored Goods, personal injury, death or other damages, direct or indirect, consequential or otherwise of the Customer or its agents or invitees in any capacity whatsoever arising out of the storage of the Goods in the Rented Premises as a result of any cause whatsoever, including, but not limited to, fire, explosion, mechanical or equipment failure, theft, vandalism, wind, water damage, escape of any hazardous or noxious substance, any defect now or hereafter created or discovered in or upon the Rented Premises or the Building, any act or omission of any third party, or any act of God, whether or not such Stored Goods have been entrusted to Clan Panneton or its agents, servants or employees and whether or not it results from the negligence of Clan Panneton or those for whom it may be liable at law, or from the exercise by Clan Panneton of any of its rights or remedies under this Agreement or according to law.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN AND TO THE EXTENT PERMITTED BY LAW, CLAN PANNETON'S TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PURCHASE ORDER OR THE USE AND OCCUPATION OF THE RENTED PREMISES FOR ANY REASON WHATSOEVER, INCLUDING THOSE ARISING FROM DAMAGE TO OR LOSS OF STORED GOODS, SHALL BE LIMITED EXCLUSIVELY TO THE SUM OF \$1,000.00. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT INCREASE THIS LIMIT.

Subject to the provisions regarding Clan Panneton's limitation and exclusion of liability herein, any claim for compensation by the Customer shall only be admissible if the Customer has submitted a written notice of claim to Clan Panneton within sixty (60) days from the delivery of the transported and/or stored goods, whether the loss to the goods is apparent or not; or if undelivered, within nine (9) months from the date of shipment. Failure by the Customer to make a claim within the aforementioned timeframes shall constitute a bar to any action, demand, or claim for damages brought against Clan Panneton.

12. INDEMNIFICATION

The Customer agrees to indemnify, defend and hold harmless Clan Panneton and its affiliates and their respective shareholders, directors, officers, employees, representatives and agents (the "**Clan Panneton Related Parties**") from and against any and all **liabilities, claims, actions, losses, expenses, death, personal injury, costs, fees (including attorneys' fees) or damages** of any kind and nature arising out of or relating directly or indirectly to, including but not limited to: (i) the installation, use, placement, possession, operation, removal or condition of the Rented Premises, (ii) the loss, damage or destruction of the Rented Premises or the Stored Goods, (iii) all fines, securities, taxes or duties, penalties, towing charges, impoundment charges or other charges arising out of the use or occupancy of the Rented Premises by the Customer or any agent, employee, invitee or person for whom the Customer is legally responsible, (iv) the breach of this Agreement by the Customer or any agent, employee, invitee or person for whom the Customer is legally responsible.

13. PERSONAL INFORMATION

The Customer hereby authorizes Clan Panneton to collect, use, disclose and retain any personal information relating to the Customer and the storage of the Goods, as permitted by Clan Panneton's privacy policy available online at www.leclanpanneton.ca or as required or permitted by applicable privacy laws and regulations..

14. GENERAL PROVISIONS

- (a) The Customer expressly waives any rights and benefits it may have under Section 1883 of the *Civil Code of Québec*.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the province of Québec. The parties agree that the courts of the judicial district of Montréal, Province of Québec shall have exclusive jurisdiction to deal with any claim or dispute arising out of this Agreement.
- (c) Clan Panneton shall not be liable for any failure or delay in the performance of its obligations under this Agreement where it is unable to perform its obligation due to an event of force majeure, including but not limited to: (i) a cause beyond its reasonable control; (ii) an unforeseeable and irresistible event; or (iii) the fault, negligence or omission of the Customer or any person for whom it is legally responsible.

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- (d) The Customer may not assign its rights or obligations hereunder, nor sublet the Rented Premises or any portion thereof, without the express prior written consent of Clan Panneton. Clan Panneton may assign or transfer this Agreement without the consent of the Customer, whereupon Clan Panneton shall be deemed to be released from all of its obligations and liabilities under this Agreement. The provisions of this Agreement shall be binding upon the heirs, executors, legal representatives, administrators, representatives, successors, permitted assigns and assigns of the parties hereto.
- (e) Except as otherwise expressly provided in this Agreement, any written notice hereunder shall be given by e-mail. The giving of any such notice shall be deemed to have occurred on the date such e-mail is sent.
- (f) Clan Panneton's failure to insist upon the performance of any provision contained in this Agreement, or to exercise its rights, powers or remedies in accordance with the terms hereof, or within the time provided, shall not constitute a waiver by Clan Panneton of any of its rights and remedies set forth in this Agreement.
- (g) If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be modified or deemed severed to the minimum extent necessary so that the Agreement otherwise remains in full force and effect.
- (h) This Agreement, including all other documents specifically referred to in this Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings to the same effect. There are no representations, warranties or agreements by or between the parties which are not fully set forth herein.
- (i) CLAN PANNETON RESERVES THE RIGHT TO MAKE CHANGES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, FROM TIME TO TIME AND AT ITS SOLE DISCRETION, BY PUBLISHING A REVISED VERSION OF THIS AGREEMENT ON ITS WEBSITE. THIS AGREEMENT SHALL BE DEEMED AMENDED UPON THE POSTING OF ANY SUCH REVISED VERSION OF THIS AGREEMENT ON THE CLAN PANNETON'S WEBSITE AVAILABLE AT THE FOLLOWING ADDRESS www.leclanpanneton.ca. NOTICE OF UPDATE WILL BE SENT BY E-MAIL TO THE CUSTOMER.

Updated on: June 18th, 2024