WO WARRANTY

TERMS AND CONDITIONS

1. APPLICATION

1.1 These terms and conditions apply to the Work Order and are accepted by the Customer upon signing the Consent & Authorization below.

1.2 Nothing in these terms and conditions limits, excludes, modifies, or waives any right, remedy, warranty, condition, or protection that cannot be limited, excluded, modified, or waived under applicable law, including the *Consumer Protection Act* (Alberta) and regulations made under it. If there is any inconsistency between these terms and conditions and mandatory applicable law, the mandatory applicable law governs to the extent of the inconsistency.

2. DEFINITIONS

2.1 "**Authorized Work**" means the Work described in the Work Order and any additional Work authorized under Sections 6.3 and 6.4 below, together with any ancillary or related items or services.

2.2 "**Customer**" means the registered or lawful owner of the Vehicle or Article, whether signing the Work Order directly or through an authorized agent.

2.3 "**DDR**" means 336239 Alberta Ltd o/a Dave's Diesel Repair.

2.4 "**Unavoidable Delay**" means any delay or failure to perform caused by strike, threat of strike, lockout, pandemic, epidemic, fire, flood, interruption, delays in manufacture or transportation of parts, act of nature, war, insurrection, mob violence, orders or requirements of governmental authorities, embargo, shortage or unavailability of labour, equipment or materials, plant breakdown, or any other causes beyond the reasonable control of DDR.

2.5 "**Vehicle or Article**" means the vehicle, equipment, trailer, machinery, component, or other personal property delivered by the Customer to DDR for repair, replacement, or service work.

2.6 "**Work**" means any repair, replacement, or service work to the Vehicle or Article and any materials, parts, and labour in connection with such work.

2.7 "**Work Order**" means the work order attached to or referenced in these terms and conditions, as may be amended or supplemented from time to time by DDR with the Customer's approval.

3. UPDATED TERMS AND CONDITIONS

3.1 DDR may update its terms and conditions from time to time. Any such updated terms and conditions shall apply only to:

(a) any amendments to the Work Order that are authorized after the updated terms and conditions have been provided to and accepted by the Customer; and

(b) any additional work orders attached to the updated terms and conditions that have been accepted by the Customer.

DDR will not commence any Work in connection with such amendments or additional work orders unless and until the applicable updated terms and conditions have been provided to and accepted by the Customer.

4. AUTHORIZED WORK

4.1 The Customer shall disclose to DDR before delivery any hazardous, dangerous, illegal, contaminated, pressurized, explosive, flammable, biohazardous, or unsafe materials or conditions in, on, or associated with the Vehicle or Article.

4.2 DDR will not begin any Work on the Vehicle or Article (including any Vehicle or Article dropped off outside of DDR's regular business hours, as posted at its place of business) until the Consent & Authorization is signed by the Customer; provided, however, that DDR may conduct an initial inspection of the Vehicle or Article to determine the scope of Work and estimated cost for the Work Order prior to the Consent & Authorization being signed.

4.3 DDR will use reasonable efforts to contact the Customer to obtain the Customer's signed Consent & Authorization before beginning any Work, other than the initial inspection permitted under Section 4.2. Upon receipt of the signed Consent & Authorization, DDR may carry out the Work set out in the Work Order at the Customer's expense, subject to Section 6.

4.4 The Customer hereby grants DDR and its employees permission to operate the Vehicle or Article on public roads, highways, or elsewhere as reasonably necessary for the purposes of testing, inspection, diagnosis, and verification of the Work.

4.5 DDR may subcontract portions of the Work to qualified third parties with the Customer's knowledge and prior consent.

5. PARTS

5.1 DDR may install original equipment manufacturer ("**OEM**") parts, aftermarket parts, or customer-supplied parts, and may install new, used, rebuilt, reconditioned, remanufactured, salvaged, or straightened parts, as authorized by the Customer and permitted by applicable law. DDR will not substitute used, rebuilt, reconditioned, remanufactured, salvaged, or straightened parts for new replacement parts without the Customer's knowledge and prior consent. DDR will identify in writing, on the Work Order, invoice, or other documentation, the parts installed and whether they are OEM parts, aftermarket parts, or customer-supplied parts, and whether they are new, used, rebuilt, reconditioned, remanufactured, salvaged, or straightened parts, as applicable.

5.2 DDR will offer to return parts removed from the Vehicle or Article in the course of Work. The Customer may elect whether removed parts are to be returned. DDR is not required to return parts that must be returned to a manufacturer, supplier, rebuilder, insurer, or core program, or parts that DDR is required or reasonably considers necessary to retain, handle, or dispose of in accordance with warranty, environmental, safety, legal, or hazardous materials requirements.

6. ESTIMATED COST

6.1 If the Customer requests an estimate, DDR will provide a written estimate for the proposed work, including a description of the proposed work and the estimated total cost of the proposed work, including labour, parts, and equipment. If a full estimate cannot be provided because diagnostic work is required, DDR will provide the estimated maximum cost of the diagnostic work before proceeding. DDR will not charge a Customer who is a consumer under applicable consumer protection legislation a fee for an estimate unless DDR has informed the Customer in advance that a fee will be charged, informed the Customer of the amount of the fee, and obtained the Customer's express consent to that fee.

6.2 The prices set out in the Work Order are estimates only and may be subject to change due to various factors including, without limitation, increases in parts prices, exchange rates, freight, duty or brokerage rates, or adjustments to DDR's labour rates. The Customer acknowledges that any estimate provided by DDR is based on a preliminary inspection and is not a fixed or final price. The Customer further acknowledges and agrees that additional repairs, parts, materials, or labour may be required as a result of further inspection or work performed, and that the total cost may change in accordance with these terms and conditions.

6.3 If, upon further inspection or during the performance of the Authorized Work, DDR determines that:

(a) additional or different repairs, replacements, services, materials, parts, or labour are required (the "**Additional Work**"); or

(b) the cost of the Authorized Work will exceed the estimate provided in the Work Order,

DDR will use reasonable efforts to contact the Customer, describe the Additional Work and/or revised estimated cost, and obtain authorization before proceeding.

6.4 Notwithstanding the foregoing, the Customer expressly authorizes DDR, without further notice or consent, to:

(a) perform the Additional Work; and

(b) complete the Authorized Work at a cost exceeding the estimate,

up to the Permitted Increase. For a Customer who is a consumer under applicable consumer protection legislation, the "**Permitted Increase**" shall not exceed 10% of the estimated price or $100.00, whichever is less. For any other Customer, the "**Permitted Increase**" shall be the amount set out in the Work Order or otherwise authorized by the Customer, and if no amount is stated, 10% of the estimated price or $100.00, whichever is less.

6.5 DDR will not perform Work that exceeds the estimated cost beyond the Permitted Increase unless and until the Customer has provided prior authorization to the revised scope of Work and cost.

6.6 If the Vehicle or Article remains at DDR's place of business for more than seven (7) days after DDR has notified the Customer that the Vehicle or Article is ready for pickup or must be removed, DDR may charge the Customer a storage fee of $25.00 per day, or such other amount

disclosed in the Work Order, until the Vehicle or Article is removed. This storage fee is an incidental charge arising from the Customer's failure to remove the Vehicle or Article and is not a separate vehicle storage service unless DDR expressly agrees otherwise in writing. If the Customer fails to remove the Vehicle or Article after notice, DDR may arrange for a third-party towing company or third-party storage facility to remove, tow, relocate, and/or store the Vehicle or Article. The Customer is responsible for all third-party towing, relocation, storage, and related charges. Any towing or third-party storage services may be subject to the third-party provider's own terms, rates, invoices, statutory disclosures, and consent requirements.

7. DISCLAIMERS

7.1 DDR will use reasonable efforts to complete the Authorized Work within the time estimated in the Work Order (the "**Estimated Completion Period**"); however, to the maximum extent permitted by applicable law, DDR shall not be liable for any delay or failure to perform its obligations under the Work Order or these terms and conditions, whether caused by an Unavoidable Delay or any other cause, or for any loss or damage sustained by the Customer as a result of such delay or failure.

7.2 If the Authorized Work is not completed within the Estimated Completion Period, the Customer's sole remedy shall be to request the return of the Vehicle or Article, provided that the Customer pays for all Authorized Work completed up to the date of return together with all applicable charges incurred to that date.

7.3 DDR may refuse, suspend, or stop any Work that DDR reasonably believes may be unsafe, unlawful, contrary to manufacturer specifications, contrary to environmental or emissions requirements, or likely to create an unreasonable risk of damage, injury, regulatory non-compliance, or liability.

7.4 DDR is not responsible for any loss or damage to the Vehicle or Article or to any tools, cargo, contents, or other personal property left in or on the Vehicle or Article to the extent caused by fire, theft, vandalism, natural or other disaster, acts of third parties, or any other cause except to the extent caused by DDR's gross negligence or willful misconduct or other liability that cannot be excluded under applicable law. The Customer is responsible for removing all tools, cargo, contents, and other personal property from the Vehicle or Article before delivery to DDR. The Customer remains responsible for maintaining insurance on the Vehicle or Article and its contents while it is in DDR's possession.

7.5 The Customer acknowledges that the operation of a repair facility may involve the handling, storage, and disposal of oils, fluids, parts, and other hazardous or regulated materials. DDR may charge reasonable fees for the handling, recycling, and disposal of such materials in accordance with applicable laws and industry practices. The Customer further acknowledges that DDR shall not be responsible for any pre-existing environmental contamination, hazardous substances, or unsafe conditions in, on, or associated with the Vehicle or Article that existed prior to delivery to DDR.

8. INVOICES

8.1 The total amount payable by the Customer shall be the "Grand Total" set out in the invoice for the Authorized Work, together with any applicable late-payment charges, storage, removal, relocation, and towing charges, and any applicable taxes and levies. The Customer shall pay

all fees and charges for the Authorized Work regardless of the outcome of such Authorized Work, subject to DDR's warranty obligations under Section 9.

8.2 Unless otherwise expressly agreed by DDR, the full amount of each invoice is due and payable immediately upon completion of the Authorized Work. The Customer shall pay each invoice in full prior to the release of the Vehicle or Article. DDR may, in its discretion, extend payment to thirty (30) days after the date of the invoice, as specified in the invoice or Work Order. The Customer shall pay all invoices using cash, credit card, or such other method as accepted by DDR, unless alternative payment terms are expressly agreed to by DDR in writing and set out in the invoice or Work Order.

8.3 Any amount not paid when due will bear interest at a rate of the lesser of 24% per annum or the maximum rate permitted by applicable law, calculated daily from the due date until paid in full.

8.4 If any payment is reversed, dishonored, charged back, or otherwise not completed, the amount remains due and payable immediately, together with applicable interest and enforcement costs.

8.5 All amounts owing under the Work Order and these terms and conditions shall constitute a debt due to DDR. DDR has the lien rights on the Vehicle or Article available to a garage keeper, unpaid seller, repairer, storer, secured party, or other lienholder under applicable law, including the *Garage Keepers' Lien Act* (Alberta), the *Sale of Goods Act* (Alberta), the *Personal Property Security Act* (Alberta), and the *Civil Enforcement Act* (Alberta). DDR's garage keeper's lien applies only to amounts that may be secured by that lien under applicable law and does not apply to charges excluded by statute. The Customer agrees to sign DDR's invoice or statement of account acknowledging indebtedness before release of the Vehicle or Article, where requested by DDR. Without limiting the generality of the foregoing, the Customer hereby grants to DDR a security interest in the Vehicle or Article and the proceeds thereof to secure payment of all amounts owing, now or in the future, to DDR under the Work Order, these terms and conditions and the related invoice, to the extent permitted by law. Where permitted by applicable law, the Customer waives any right to receive a copy of any financing statement, financing change statement, or other registration filed in connection with such security interest.

8.6 If full payment is not received when due, DDR may, in its discretion, without prejudice to any other right or remedy available at law or under these terms and conditions, exercise its lien rights against the Vehicle or Article and, where permitted by law, cause the Vehicle or Article to be seized and/or sold in accordance with applicable statutory procedures. The Customer shall be responsible for, and shall pay to DDR upon demand, any costs and expenses incurred by DDR in connection with enforcing payment, including any reasonable legal fees and disbursements.

8.7 Time shall be of the essence with respect to all payment obligations under this Section 8.

9. WARRANTIES

9.1 **Services Warranty.** Subject to these terms and conditions, DDR warrants to the Customer only that DDR will correct any defect in the services performed by DDR as part of the Authorized Work for a period of twelve (12) months after the date the Authorized Work is completed (the "**Services Warranty Period**").

9.2 **Parts Warranty.** Parts supplied as part of the Authorized Work may carry a manufacturer's warranty. Subject to these terms and conditions, and to the extent that a manufacturer provides a warranty in respect of any such part, DDR will honour such manufacturer's warranty for defects or malfunctions in that part, for the lesser of (a) the manufacturer's warranty period, and (b) twelve (12) months after the date the manufacturer ships that part (the "**Parts Warranty Period**"). To the maximum extent permitted by applicable law, DDR makes no warranty, whether express or implied, including any implied warranty of merchantability, fitness for a particular purpose, description, quality, durability, or performance, in respect of parts supplied by third parties, except to the extent expressly provided in this Section 9. DDR is not responsible for any defect, failure, incompatibility, delay, lack of fit, or damage caused by or arising from such parts, except to the extent caused by DDR's defective installation or other non-excludable fault.

9.3 **Customer-Supplied Parts.** DDR does not warrant customer-supplied parts and is not responsible for any defect, failure, incompatibility, delay, lack of fit, or damage caused by or arising from customer-supplied parts, except to the extent caused by DDR's defective installation or other non-excludable fault. DDR may refuse to install customer-supplied parts that DDR reasonably considers unsafe, unsuitable, incompatible, unlawful, or likely to impair the Vehicle or Article.

9.4 **Limitation of Warranty.**

To the maximum extent permitted by applicable law, DDR's obligations under this Section 9 are limited to supplying parts and mechanical labour to correct a defect or failure in the Authorized Work, up to an amount not exceeding the charges for the original Authorized Work as set out in the applicable invoice, and shall not include any transportation charges, loss of revenue, loss of use, business interruption, or any special, punitive, exemplary, indirect or consequential damages, even if DDR has been advised of the possibility of such damages. DDR's warranty applies only to defects in the specific services performed by DDR and, where applicable, parts supplied by DDR as part of the Authorized Work.

The warranty does not apply to pre-existing conditions, unrelated systems or components, normal wear and tear, corrosion, contamination, abuse, misuse, lack of maintenance, customer-declined recommended work, or failures caused by continued operation after symptoms appear.

If the Customer declines any inspection, diagnostic work, repair, replacement, service, part, or recommendation identified by DDR, DDR is not responsible for any loss, damage, defect, failure, unsafe condition, or additional cost caused by or arising from the declined work or from continued operation of the Vehicle or Article.

9.5 **Additional Costs.** Any costs in excess of the original paid invoice amount and any non-warranty related portion of services or parts provided in connection with warranty work shall be the responsibility of, and paid by, the Customer.

9.6 **Conditions of Warranty.** Any defect or failure must be reported to DDR in writing as soon as reasonably practicable after the Customer becomes aware of it, and in any event within seven (7) days after the Customer becomes aware of facts giving rise to a potential claim for warranty work (each, a "**Warranty Claim**"), unless a longer period is required by applicable law or the delay does not prejudice DDR's ability to assess the Warranty Claim; provided, however, that

in all cases the Warranty Claim must be reported to DDR in writing within the applicable Services Warranty Period or applicable Parts Warranty Period. Neither the Services Warranty Period nor any Parts Warranty Period shall be extended, renewed, or restarted as a result of any warranty work performed.

In the event of any defect or failure for which a Warranty Claim may be made, the Customer must follow DDR's reasonable instructions in connection with the inspection or disposition of the defective part or parts and as to the repair and/or replacement thereof.

DDR may provide services in respect of the Vehicle or Article that has been modified from its original factory condition. The Customer acknowledges that such modifications may affect the performance, reliability, or condition of the Vehicle or Article, and DDR shall not be responsible for, and any warranty shall not apply to, any defects, failures, or malfunctions caused by or resulting from such modifications. For greater certainty, the presence of any such modification may, where relevant, be considered by DDR in determining whether any defect or failure is covered by this Section 9.

Should the Customer fail to operate the Vehicle or Article or use the parts in accordance with the recommendations of the Vehicle or Article manufacturer or the product manufacturer, or should the Customer direct or request that the Vehicle or Article or any parts be repaired, altered, or installed in any way so as to adversely affect their condition, performance, or reliability, as reasonably determined by DDR, then the warranty shall be void.

Any accident, abnormal use, alteration, or unauthorized repairs or replacements by any person shall void the warranty, even if it is still within the applicable Services Warranty Period or applicable Parts Warranty Period.

9.7 **Distance Limitation.** If any breakdown of the Vehicle or Article occurs within 200 kilometres from DDR's place of business, the Vehicle or Article must be returned to DDR's shop at 11491 – 261 St, Acheson, Alberta to qualify for warranty; provided, however, that the Customer must not continue to operate the Vehicle or Article after a defect or failure where continued operation may cause further damage or create a safety risk. If return to DDR is unsafe, impractical, or likely to cause further damage, the Customer must contact DDR for instructions before authorizing third-party work, except in an emergency.

If any breakdown of the Vehicle or Article occurs more than 200 kilometres from DDR's place of business, the Customer may have a third-party repair shop perform the warranty work, but only after obtaining DDR's prior written authorization.

9.8 **Mandatory Oil Testing Requirement.** Where specified in the Work Order or where reasonably required for engine, drivetrain, or other lubricant-dependent components repaired or supplied by DDR, oil or fluid analysis must be performed and submitted to DDR every 250–350 operating hours, or at such other interval specified in the Work Order, after completion of the Authorized Work. Failure to conduct and submit timely analysis may result in denial of warranty coverage to the extent the failure is reasonably related to the claimed defect or prevents DDR from assessing the Warranty Claim.

10. RETURNS

10.1 **Core Returns.** DDR offers a credit for the return of used cores, subject to the following conditions:

(a) the core must be returned to DDR within 30 days after purchase, together with the original invoice or a copy thereof; and

(b) the core must be complete and in acceptable condition, as reasonably determined by DDR.

If eligible, DDR will issue the core credit within 30 days of return. If ineligible, DDR may dispose of the core.

10.2 **Parts Return.** DDR may accept returns of unused parts in its discretion. All accepted returns are subject to a 25% restocking fee of the original purchase price. DDR reserves the right to refuse any return, subject to applicable law.

11. LIMITATION OF LIABILITY

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DDR'S TOTAL LIABILITY TO THE CUSTOMER (INCLUDING IN RESPECT OF ANY CLAIMS BY THIRD PARTIES AGAINST THE CUSTOMER) SHALL NOT EXCEED:

(a) PRIOR TO COMPLETION OF THE AUTHORIZED WORK, THE ESTIMATED COST FOR THE AUTHORIZED WORK AS SET OUT IN THE WORK ORDER; OR

(b) FOLLOWING COMPLETION OF THE AUTHORIZED WORK, THE FINAL COST FOR THE AUTHORIZED WORK AS SET OUT IN THE APPLICABLE INVOICE,

EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF DDR.

11.2 IN NO EVENT SHALL DDR BE LIABLE TO THE CUSTOMER (INCLUDING IN RESPECT OF ANY CLAIMS BY THIRD PARTIES AGAINST THE CUSTOMER) FOR LOSS OF REVENUE, LOSS OF USE, BUSINESS INTERRUPTION, OR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF DDR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 The limitations and exclusions in these terms and conditions do not apply to the extent prohibited by applicable law, or to liability that cannot be limited or excluded under applicable law, or to any mandatory statutory remedy.

12. ADDITIONAL TERMS

12.1 **Personal Information.** DDR may collect, use, retain, and disclose personal information about the Customer and photographs, videos, vehicle information, and related documentation for purposes of performing the Work, administering warranties, quality control, insurance, lien

enforcement, collection, legal compliance, and dispute resolution, in accordance with applicable privacy laws.

12.2 **Notices and Authorization.** Any notice, request, demand, or other communication required or permitted to be given by DDR under the Work Order or these terms and conditions may be sent to the Customer at the email address set out in the Work Order and shall be deemed to have been given on the date the email is sent, provided no delivery failure notification is received by the sender. Any authorization may be given in writing, electronically, by email, by text message, by recorded telephone call, or by other verifiable means accepted by DDR. DDR may record in writing the name of the person giving authorization, the date and time of authorization, the method of authorization, the work authorized, the estimated total cost, and confirmation that the person authorized that cost. The Customer is responsible for ensuring that the contact information set out in the Work Order is accurate and for promptly notifying DDR of any changes.

12.3 **Entire Agreement.** These terms and conditions, together with the Work Order, any authorized amendments thereto, any authorization given in accordance with these terms and conditions, and any related invoice issued by DDR, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, negotiations, discussions, representations, or understandings, whether written or oral. No amendment or modification shall be binding unless made in accordance with these terms and conditions.

12.4 **Severability.** If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

12.5 **Governing Law.** These terms and conditions are governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

12.6 **Execution.** These terms and conditions may be executed and delivered by electronic means, including by electronic signature, and may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

CONSENT & AUTHORIZATION:

Authority and representation. The person signing below (the "**Signatory**") represents and warrants to DDR that the Signatory is either: (a) the Customer, being the registered or lawful owner of the Vehicle or Article, or (b) a duly authorized agent of the Customer with full authority to bind the Customer to the Work Order and these terms and conditions.

Indemnity for lack of authority. If the Signatory is not the Customer and does not have authority to bind the Customer, the Signatory shall be personally liable for all obligations purportedly accepted on behalf of the Customer under the Work Order and these terms and conditions, and the Signatory agrees to indemnify and hold harmless DDR from and against any claims, demands, losses, liabilities, damages, costs, and expenses (including legal fees on a solicitor-client basis) arising from or related to the Signatory's lack of authority to bind the Customer, including in respect of any claims made by the Customer or a third party against DDR.

By signing below, the Signatory acknowledges and agrees that the Signatory has read, understands, and agrees to be bound by the Work Order and these terms and conditions.

Customer Name (Print Name): _____

Customer Agent (Print Name): _____
(if applicable)

Signature of Customer or Agent: _____

Date: _____

Work Order #: _____

Invoice Terms

336239 Alberta Ltd o/a Dave's Diesel Repair ("**DDR**") - G.S.T. Number: R106157043

Payment: The Customer shall pay all invoices using cash, credit card, or such other method as accepted by DDR, unless alternative payment terms are expressly agreed to by DDR in writing and set out in the invoice or Work Order. The Customer shall pay all invoices prior to release of the Vehicle or Article unless otherwise agreed by DDR.

Any amount not paid when due will bear interest at a rate of the lesser of 24% per annum or the maximum rate permitted by applicable law, calculated daily from the due date until paid in full.

Terms and Conditions: The Work set out in this invoice is governed by the terms and conditions set out in the applicable Work Order and related terms and conditions agreed to by the Customer at the time of authorization of the Work (the "**Terms and Conditions**"), which are incorporated by reference and apply as if set out in full herein.

Warranty and Liability: All warranties and liability of DDR shall be governed by the applicable provisions set out in the Work Order and the Terms and Conditions.

Defined Terms: Capitalized terms used but not defined in this invoice have the meanings given to them in the Terms and Conditions.