



Rental Agreement - Quebec

This Rental Agreement (the “**Agreement**”) is the full agreement between you and supplier Strauss Water Canada Inc. (“**Strauss Canada**”, “**we**” or “**us**”), with respect to your membership. If you do not agree to the terms of this Agreement, do not proceed with your order. We strongly recommend that you print and retain a copy of this Agreement for your records.

Your membership consists of the following elements (collectively, the “**Membership**”):

- a) The rental of the Strauss Water Bar water filtration dispensing equipment from Strauss Canada that you have chosen (the “**Equipment**”).
- b) An ongoing supply of accessories for use with the Equipment. Full details with respect to the accessories component of this Agreement are set out below in section 3.
- c) Access to support for the maintenance and service of the Equipment. Full details with respect to the equipment support component of this Agreement are set out below in section 4.

By clicking “SUBMIT THE ORDER” you agree to set up an account with Strauss Canada for the purpose of administering obligations under this Agreement (the “**Account**”) and you also agree to pay the monthly fee (the “**Monthly Fee**”) as provided on the Order Summary webpage of the Strauss Canada website located at www.strauss-water.ca (the “**Website**”) in consideration of receiving all components of the Membership. Additionally, you agree to pay the installation and delivery fees set out on the Order Summary webpage of the Website (collectively, the “**Installation Fee**”).

1. EQUIPMENT RENTAL

The Equipment shall be installed at the installation address you provided in the “Enter your details” webpage on the Website (the “**Installation Address**”). A service representative will call you after you submit your order to arrange a convenient time for installation, which typically occurs within thirty (30) days of your order unless otherwise agreed upon by you and Strauss Canada (the “**Installation Date**”).

Strauss Canada shall rent to you the Equipment pursuant to the terms set out herein, and as summarized above. All Equipment must be installed and activated at the Installation Address by a Strauss Canada authorized service representative. Once installed, the Equipment may not be moved or otherwise displaced other than by a Strauss Canada authorized representative, subject to an additional re-Installation Fee.



2. TERM

The term of the Agreement will commence on the Installation Date of the Equipment at the Installation Address, and will run for one (1) month (the “**Original Term**”). At the end of the Original Term, the Agreement will automatically renew on a monthly basis at the then-current Monthly Fee unless or until terminated by either you or Strauss Canada in accordance with this Agreement and applicable law (each monthly period, an “**Extended Term**” and, together with the Original Term, the “**Term**”). For clarity, if your Installation Date is the 15th day of the month, then your Original Term, and each subsequent Extended Term, would end and the Agreement would automatically renew on the 15th day of the following month, regardless of the number of days in the calendar month (each the “**Renewal Date**”). You may notify Strauss Canada at any time that you wish to cancel in accordance with section 7 below.

3. ACCESSORIES

During the Term, Strauss Canada shall supply to you Equipment filtration accessories required for use with the Equipment (the “**Accessories**”). Accessories shall be provided to you on the Installation Date, and thereafter shipped to the Installation Address approximately every six (6) months and a replacement Equipment UV lamp shall be shipped to you on an annual basis. Allow 1-2 weeks for delivery. Strauss Canada reserves the right to ship Accessories more or less frequently, at its sole discretion, based on what we determine to be reasonable in light of the maintenance and use of the Equipment.

Only Strauss Canada-approved Accessories may be used in connection with the Equipment.

4. EQUIPMENT SUPPORT

Strauss Canada shall provide Equipment support in connection with the Equipment for the purposes of ensuring that the Equipment is functional and in good repair (the “**Equipment Support**”). You may access the Equipment Support at any time during the Term with respect to the operation of the Equipment or the Accessories by contacting Strauss Canada.

5. CHARGES & PAYMENT

You shall pay in full to Strauss Canada all Monthly Fees, the Installation Fee, and any applicable re-Installation Fee(s) and/or other fees set out in this Agreement, together with all applicable taxes (collectively, the “**Charges**”), as noted in this Agreement, all to the extent permitted by applicable law. Payment of the Charges must be made by using American Express, MasterCard or Visa. Cash, credit vouchers, cheques, gift cards or international credit cards are not accepted. Your name, address and postal code in your Account must match the name, address and postal code on your credit card statement. You authorize Strauss Canada to charge to the applicable



credit card upon placing your order, and on each Renewal Date, the Charges, in advance for the applicable month. You represent and warrant that you are the holder of the credit card identified in your Account. If the credit card associated with your Account is declined or expires, you will have ten (10) days to provide us a new credit card or you will be in breach of this Agreement and Strauss Canada may terminate the Agreement as described below. If you provide us with new card information and are successfully charged within ten (10) days, your membership will continue uninterrupted.

6. PRICES AND CURRENCY

The prices displayed on the Website are shown in Canadian dollars. During the checkout process, Installation Fee and taxes are listed, if applicable. You are responsible for the payment of any such Charges as well as any federal or provincial taxes that may apply.

7. TERMINATION

a) TERMINATION BY STRAUSS CANADA

Strauss Canada reserves the right to immediately terminate the Agreement in accordance with applicable laws. If you breach any term or condition of this Agreement, Strauss Canada may (in its sole discretion), in addition to its other rights and remedies at law, equity or otherwise, as permitted by law and without any liability (a) immediately terminate the Agreement by written notice and specify a final payment date for all Charges and other fees that you owe; and (b) retake possession of the Equipment.

b) TERMINATION BY YOU

Upon the termination of this Agreement by you, you must pay any outstanding Charges, and Strauss Canada will have the right in its sole discretion to retake possession of the Equipment in accordance with applicable laws within ten (10) days of termination of the Agreement by you. You will not be charged any additional Monthly Fees following the date on which you terminate the Agreement.

c) GENERAL

Upon any termination of this Agreement, Strauss Canada may, in accordance with applicable law and with this Agreement, attend at the Installation Address to remove the Equipment or any part thereof (in which case you will obtain and grant, at your cost, all authorizations, permits and approvals necessary for Strauss Canada to attend at your premises for un-installation and removal). Failure to allow access to, and promptly surrender the Equipment in accordance with Strauss Canada's instructions may result in a removal fee of up to \$500.00 in respect of our expenses related to the recovery or replacement of the Equipment. Strauss Canada reserves the right, upon



inspection of the returned Equipment to charge you for any unreasonable or excessive wear or use of the Equipment. You will not be entitled to the partial reimbursement of any Monthly Fees if the Agreement is terminated and the Equipment is repossessed by Strauss Canada prior to the end of the Term.

8. AMENDMENTS/CHANGES

Strauss Canada reserves the right to amend this Agreement, including but not limited to the Monthly Fee, and Accessories and Equipment Support provided. Strauss Canada will give you not less than thirty (30) days' notice in advance of the effective date of any material amendment or change to this Agreement by sending you a written notice drawn up clearly and legibly, setting out the new clause only, or the amended clause and the clause as it read formerly and the date of the coming into force of the amendment. Such notice would also provide that you may refuse the amendment and rescind or cancel this Agreement without cost, penalty or cancellation indemnity by sending Strauss Canada a notice to that effect no later than thirty (30) days after the amendment comes into force if the amendment entails an increase in your obligations or a reduction in Strauss Canada's obligations. Should you fail to send such notice in the aforementioned delay, all stipulated changes would automatically come into force.

9. RESTRICTIONS ON USE OF EQUIPMENT

You shall be solely responsible for the use of the Equipment during the Term by you and any users of the Equipment. In this regard, you shall not and you shall cause the users of the Equipment not to:

- i. use the Equipment for anything other than personal use. You may not resell or remarket the Equipment, receive any charge or benefit for the use of the Equipment, or share or transfer the Accessories or Equipment Support;
- ii. use the Equipment or permit it to be used for a purpose or in a manner that is contrary to law, for any illegal or abusive purpose;
- iii. disconnect, remove, repair, modify or otherwise interfere with the Equipment;
- iv. use the Equipment other than in accordance with the applicable manufacturer's manual or instructions supplied to you with the Equipment;
- v. adapt, translate, modify, decompile, disassemble, reverse engineer or otherwise interfere with the Equipment; or
- vi. modify, alter, or deface any of the trademarks, service marks, or other intellectual property in respect of the Equipment.

10. STRAUSS CANADA RIGHT TO ENTER PREMISES; LOSS



All Equipment and Accessories remain Strauss Canada's property and no title therein or thereto will pass to you. You will (a) take reasonable care of the Equipment and maintain same in good working condition, all in accordance with industry best practices and manufacturers' expectations ("**Good Condition**"); (b) not sell, lease, rent, mortgage, hypothecate, charge, transfer, assign, encumber or grant any right in or to the Equipment; (c) not move or re-locate the Equipment without engaging Strauss Canada to uninstall and provide certified installation at the new Installation Address (re-Installation Fee will apply); and (d) not remove or alter any identification tags, markings or serial numbers located on the Equipment. If you fail to comply with these obligations or act deliberately or negligently and cause loss, damages or theft to the Equipment, you are liable and will pay us for loss of or damage to the Equipment, including any cost of repair or replacement. At your cost, Strauss Canada may take any action it considers necessary to deal with such effects, losses and damages. Strauss Canada will provide Equipment Support as required due to normal use of the Equipment only. Additional charges may apply for Equipment Support performed at your request outside of regular working hours. In all cases, you are liable for all damage and any costs to repair such damage, caused to the Equipment by you or by any user thereof in excess of normal wear and tear. You must immediately notify Strauss Canada of any loss, theft, removal or damage of or to the Equipment or Accessories. Strauss Canada will not replace any stolen Equipment or Accessories, unless expressly required by law.

You hereby agree that Strauss Canada may enter the Installation Address to install, inspect, repair, maintain, or remove the Equipment or Accessories, or to maintain, protect, investigate, modify or improve the operation of the Equipment or Accessories, or to inspect and perform necessary maintenance on the Equipment or Accessories.

During the Term, Strauss Canada may, at its sole discretion, replace any part of the Equipment with new or refurbished equipment of comparable functionality (the "**Replacement Equipment**"). You acknowledge that, upon delivery to you of the Replacement Equipment, this Agreement will automatically and without any further act, thing or document (a) no longer apply and be at an end with respect to the Equipment that is being replaced (the "**Replaced Equipment**"); and (b) apply to the Replacement Equipment as if it were the original equipment rented hereunder, and all terms of this Agreement will apply to the Replacement Equipment. The term "**Equipment**" hereunder will, in such circumstances, be deemed to refer to the Replacement Equipment in place of the Replaced Equipment.

11. INDEMNITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD STRAUSS CANADA HARMLESS FROM AND AGAINST: (1) ANY LOSS OR DAMAGE TO ANY PERSON, EQUIPMENT AND/OR PROPERTY ON WHICH THE EQUIPMENT IS LOCATED ("**LOSSES**") AND (2) ALL CLAIMS (INCLUDING RELATED COSTS AND EXPENSES, ATTORNEYS FEES, ETC.), LOSSES, INJURIES, TAXES AND/OR LIABILITIES



("CLAIMS"), WHERE EITHER (1) AND/OR (2) ARISE IN CONNECTION WITH THE INSTALLATION, REMOVAL, USE, MAINTENANCE OR CONDITION OF THE EQUIPMENT, ACCESSORIES OR EQUIPMENT SUPPORT, OR YOUR TERMINATION OF OR DEFAULT UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND STRAUSS CANADA.

12. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the Province of Quebec and of the laws of Canada applicable therein, and any dispute is to be submitted to a court of competent jurisdiction in the judicial district of Montreal, Province of Quebec.

13. ACCOUNT

You represent that you (or, where you are a legal person, the individual responsible for the Account) are at least the age of majority in your jurisdiction of residence, you are not under any legal or other restrictions which limits your ability to comply with these Terms, and the information you provide in connection with your purchase is truthful and accurate. You are responsible for maintaining the confidentiality of your username and password and for restricting access to your computer. Data generated in connection with your use of your Account at this Website is the property of Strauss Canada. Strauss Canada, in the exercise of its reasonable business judgment, reserves the right at its sole discretion to refuse to sell Memberships, terminate Accounts, cancel orders and restrict access to the Website.

14. GENERAL

This Agreement constitutes the entire agreement between you and Strauss Canada with respect to the rental of the Equipment, and the provision of the Accessories and the Equipment Support. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be stricken and the remaining provisions enforced. The delay or failure of Strauss Canada to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit Strauss Canada's rights with respect to such breach or any subsequent breaches. Strauss Canada shall not be liable for any delay or failure to perform any of its obligations under this Agreement if such delay or failure is due to causes beyond its control. You may not assign this Agreement to any third party without the prior written consent of Strauss Canada. This Agreement will be binding upon and will enure to the benefit of (i) you and your heirs, executor, administrator and other legal representatives; and (ii) Strauss Canada and its successors and assigns. Notwithstanding any other provision of this Agreement, any provision of this Agreement that imposes or contemplates continuing rights or obligations on you or us will survive the expiration or termination of this Agreement.



15. MANDATORY CLAUSE UNDER THE CONSUMER PROTECTION ACT

You have no right of ownership in the Equipment leased hereunder.

Strauss Canada shall assume the risk of loss or deterioration by superior force of the Equipment except where you withhold the Equipment without right or, where such is the case, after ownership of the Equipment has been transferred to you by Strauss Canada.

You benefit from the same warranties respecting the Equipment as a consumer owning such goods.

Where you are in default to perform your obligation in the manner prescribed by this contract, Strauss Canada may: (a) either exact immediate payment of that which is due; (b) or retake possession of the Equipment.

Before taking possession of the Equipment, Strauss Canada shall give you a notice in writing of thirty (30) days, during which time you may, as you choose: (a) remedy the fact that you are in default; (b) return the Equipment in question to Strauss Canada.

You may also return the Equipment to Strauss Canada at any time during the leasing period even if you have not received a notice of repossession.

If you return the Equipment to Strauss Canada, the contract is rescinded of right. In such a case, Strauss Canada is not bound to return to you the amount of the payments due that Strauss Canada has already received, and cannot claim any damages other than those actually resulting directly and immediately, from the rescission of the contract.

Strauss Canada is bound to minimize its damages.

It is in your interest to refer to sections 116, 150.10, 150.11 and 150.13 to 150.17 of the *Consumer Protection Act* (chapter P-40.1) and, where necessary, to communicate with the *Office de la protection du consommateur*.

16. USE OF THE ENGLISH LANGUAGE IN THE AGREEMENT

The parties hereto have required that this agreement, as well as all related documents, be drafted in English. Les parties aux présentes ont requis que cette convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

30 Day Satisfaction Guarantee

If you are not completely satisfied with the performance of the Equipment and any such issue cannot be resolved to your satisfaction by Equipment Support, you may cancel at any time during the first thirty (30) days following the Installation Date to



receive a full refund of all Charges. Offer is conditional upon the prompt surrender of the Equipment, in good condition, to Strauss Canada in accordance with our directions. Limit: One claim per person and per household.