



TERMS AND CONDITIONS

When used in these Terms and Conditions, “**Service Provider**”, “**we**”, “**us**” and similar refers to the business Emery Transport (NEQ: 2280662265) and its owner(s), successor(s) and assign(s). “**Client**”, “**you**”, “**your**” and similar refers to the individual or entity described in the Moving Agreement signed by the Parties (collectively, with these Terms and Conditions, the “**Agreement**”). The Client and Service Providers are collectively referred to hereafter as the “**Parties**”, and each individually, as the “**Party**”. When used in these Terms and Conditions, “**Services**” refers to any and all services offered by the Service Provider, whether directly or through the intermediary of third parties, including without limitation through authorized sub-contractors, agents and representatives of the Service Provider (“**Subcontractors**”). Services shall include the Services expressly identified in the Moving Agreement (moving, packing, storage, transportation and/or related services expressly identified), as well as services not expressly identified in the Moving Agreement but actually performed by the Service Provider and/or the Subcontractors. The term “**Property**” refers to the property which Client or a person acting on behalf of client requests be packed, stored and/or moved, and any property that Service Provider and/or its Subcontractor pack, store and/or store, or with respect to which they provide Services. For due, valid and sufficient consideration, the Parties agree to the following terms and conditions:

PART I - FEES

1. Fees

- 1.1. *Hourly Rate.* The Hourly Rate (multiplied by the number of hours required for the transport) must be paid by the Client for the Services. The Hourly Rate will commence upon the Emery Transport’s arrival to the Starting Location or the beginning of the provision of Services (whichever occurs first), and end once the Service has been completed or delivery of the Property has been delivered to the Delivery Address, whichever occurs last. Notwithstanding the foregoing, where multiple rates are contemplated in the Agreement, these shall each apply with respect to the Services to which they apply. Client will pay Emery Transport the Hourly Rate as specified for all actual hours of Service (multiplied by the Hourly Rate), and the minimum hours of service indicated in the estimate (if any). This includes, without limitation, time spent waiting for Client to arrive if said Client is late, the time spent by the team packing, loading, and unloading phases, and for driving time between moves. When used herein, the “**Hourly Rate**” refers to the hourly amount specified in the Moving Agreement or otherwise agreed upon by Parties in writing; where no such writing exists, the then-effective default rate of Service Provider shall apply.
- 1.2. *Transportation Charge.* For all local moving services, the Transportation Charge is set at a minimum of 1 hour. The Transportation Charge accounts for the time it takes our team to reach the Starting Address and the time it takes the team to return to its depot from the Delivery Address. When used herein, the “**Transportation Charge**” refers to the amount specified in the Agreement obtained by multiplying the rate indicated as “**Hourly Rate**” and the number of hours indicated in the row “**Transportation Charge**”.
- 1.3. *Deposits.* Emery Transport collects deposits of \$300 per truck from the Client in order to reserve such Client’s moving day.
- 1.4. *Fuel Charges and Long-Distance Moves.* Emery Transport shall apply fuel charges and long-distance fee for long-distance moves. Effective January 1st 2025, our current fuel charge in the *Communauté métropolitaine de Montréal (“CMM”)* is a flat fee of \$34.99 covering a distance of up to 40km long and a distance fuel charge of \$0.92/per kilometers for region outside of the CMM or distance exceeding 40km.
- 1.5. *Taxes.* The Client shall pay all applicable taxes (including GST and QST) on all fees payable by the Client, including (and in addition) to the Hourly Rate, the Transportation Charge and the fuel charges, the long-distance fee or any other fees payable under this Agreement.



PART II – GENERAL TERMS AND CONDITIONS

1. PROPERTY & SERVICES

1.1. *Description of Property.* Client represents, warrants, and agrees to the following, and recognizes that these are critical to the decision of Service Provider to perform the Services at the agreed-upon price:

- 1.1.1. *Condition and legality of property.* Client represents and warrants that all Property, packages, containers and items delivered to Service Provider for transport, storage, packing or handling (a) lawfully belong to Client (or it has the relevant authority to move them), and are not stolen, misappropriated, or subject to any lien, levy, attachment, writ, tax warrant or other encumbrance other than those disclosed in writing to Service Provider prior to the commencement of Services; (b) do not contain any illegal matter or items that would, by law, regulation or court order, prohibit Service Provider from transporting, storing or handling them; and (c) are not subject to any restriction, regulation or licensing requirement that Client has failed to comply with or disclose in writing to Service Provider prior to the start of Services.
- 1.1.2. *Hazardous materials and other dangerous items.* You represent and warrant that the Property does not include any hazardous, dangerous, harmful, biohazardous, infectious, radioactive, corrosive, oxidizing, toxic, flammable, explosive, pressurized, pyrotechnic, volatile, or otherwise hazardous substance or item (collectively "**Hazardous Materials**"), except as fully and specifically disclosed in writing to Service Provider and accepted in writing by Service Provider before the Services begin. Hazardous Materials include, without limitation, propane, firearms with ammunition, pesticides, compressed gas cylinders, or infectious biological agents.
- 1.1.3. *Known defects, safety hazards or pests.* You will disclose in writing to Service Provider prior to the commencement of Services any known condition of the Property or premises that could create an unusual risk of loss, damage, injury, or delay (including, without limitation, structural defects, or other). You represent that no item to be moved is infested with pests (e.g., bedbugs, termites).
- 1.1.4. *Valuables and regulated items.* You acknowledge that certain items (including, but not limited to, cash, negotiable instruments, jewelry, precious metals, important documents, heirlooms, personal computers containing confidential data, and controlled substances) are not suitable for ordinary carriage or storage. Unless expressly agreed in writing and insured/declared in accordance with Service Provider policy, such items will not be included in shipments. You represent that any such items tendered for transport have been declared to Service Provider in writing and accepted by Service Provider.
- 1.1.5. *Client obligations (inspection; removal).* You authorize and acknowledge that Service Provider and its Subcontractors may, but are not obligated to, inspect Property, packaging and premises to verify compliance with these representations; this being required by Clients.

If Service Provider discovers any undisclosed Hazardous Materials, contraband, pests, or any other similar items identified in this clause, Service Provider may (in its sole discretion) refuse to handle those items, remove them from shipment or storage, return them to you; and/or destroy/safely dispose of them; and/or take any other actions reasonably necessary to protect persons and property. In any and each such case, you will be responsible for all associated costs, fees, penalties, losses and liabilities. If you deliver any Hazardous Materials or Property which is non-conforming with this clause, without Service Provider's prior written acceptance, you will be solely responsible for all loss, damages, injury, fines, cleanup, handling, decontamination, special handling charges, disposal costs and any other liabilities arising from these.

- 1.2. **Delivery of Services.** Service Provider will load all Property from the Starting Address into Service Provider's and/or Subcontractor's vehicle to Delivery Address (as defined in the Moving Agreement), and will unload such items at the Delivery Address, with reasonable care and consideration for the Client's belongings. Emery Transport shall perform the Services (a) using personnel of industry standard skill, experience, and qualifications; and (b) in a timely and professional manner in accordance with generally recognized industry standards for such services. Service Provider reserves the right to retain Subcontractors without notice to Client in connection with all or part of the Services. Where a specific number of employees or Subcontractors



are planned for the move, the Service Provider will use the agreed-upon number of employees or Subcontractors for the Services. Notwithstanding the above, Emery Transport cannot predict, and will not be responsible or liable for, late arrivals or cancellations arising as a result of weather, traffic, mechanical failure, or other factors outside of the Service Provider's control, or losses, costs and expenses resulting therefrom. The Client hereby agrees to hire and pay for additional movers of Emery Transport if we determine, acting reasonably, that you require additional movers for a harder-than-anticipated move.

- 1.3. **Change to Agreed Services.** New requests, additional stops added during the moving Services, requesting for items to be placed in specific or difficult-to-access locations, or the moving of super-weight items (e.g. items weighing 150 lbs+) can prolong the moving service. Service Provider reserves the right to adjust pricing as a result of any such or other modification of service requiring additional time, personnel or cost to Service Provider to complete. In the event of very high-weight items, we reserve the right to abstain from moving such items where we deem the move cannot be safely performed.
- 1.4. **Indemnity and defense.** Client will indemnify, defend and hold harmless Service Provider and its affiliates, employees, agents, Subcontractors and insurers from and against all claims, actions, liabilities, losses, damages, injuries, fines, penalties, cleanup and remediation costs, investigative costs, attorneys' fees and other expenses (including costs of defense governmental enforcement actions) arising out of or relating to: (a) any breach of the representations, warranties, covenants or disclosures in this Agreement; (b) the presence, release, discovery or transport of Hazardous Materials or undisclosed dangerous items in the Property; (c) any misrepresentation regarding ownership, origin, value, content, quantity or condition of the Property; or (d) any violation of law or governmental regulation relating to the Property tendered by Client or on its behalf. This indemnity survives delivery, termination of the Services and any sale, destruction, disposal or other disposition of the Property.
- 1.5. **Consequences for breach.** If you breach any representation or warranty in this clause, Service Provider may, at its option: (i) refuse or suspend performance of Services; (ii) return the Property to you at your expense; (iii) store, quarantine, destroy or otherwise dispose of the Property in a manner reasonably necessary for safety or compliance, with all costs charged to you; and/or (iv) recover from you any additional costs and damages (including consequential damages and lost profits) incurred by Service Provider as a result of the breach.
- 1.6. **Limitation of liability and remedies.** Nothing in this clause limits Service Provider's rights to deny liability or to seek recovery against third parties where appropriate. The liability of Service Provider and Subcontractors for claims arising from any of their action(s) or omission(s), or arising from the acceptance and handling of Property, is governed by the terms and limitations (including declared value, liability limits, and any statutory limits) set forth elsewhere in the Agreement. The Service Provider and Subcontractors shall not be liable for any loss arising as a result of the breach of this clause, nor for any loss of property described in Section 1.1.4 of these Terms and Conditions.
- 1.7. **Disclosure and documentation.** You will, upon request, provide Service Provider with any documentation, manifests, permits, safety data sheets (SDS/MSDS) or other information reasonably required to confirm the nature, quantity and safe handling requirements of any Property tendered.
- 1.8. **Survival; severability.** The representations, warranties, covenants and indemnities in this clause, and in these Terms and Conditions, survive the completion of Services and delivery of the Property. If any provision of this clause is held invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 1.9. **Acknowledgment.** You acknowledge that you have read and understand these representations, warranties and covenants and that Service Provider is relying upon them in accepting and handling the Property.

2. **PREPARATION TO MOVE / PACKING SERVICES / SPECIALTY DELICATE ITEMS**

2.1. **Packing**

- 2.1.1. If packing services are not expressly quoted and approved by the Parties in the Moving Agreement prior to the move, the Client must:



- a) have all Property boxed and wrapped when the Service Provider arrives, excluding large pieces of furniture;
- b) Ensure that all boxes are taped shut and are clearly labeled to prominently identify the room in which they must be placed in the Delivery Address. Fragile items must be clearly labeled as such. (ex : Fragile | Bedroom 2 | Picture frames + small lamp).
- c) All furniture and dressers are to be emptied before Emery Transport arrives.

2.1.2. To ensure no damage to the belongings due to transport, Client should add a layer of cushion (crushed packing paper, bubble wrap, or thick blankets) to the bottom of the boxes containing fragile items. Make sure to stuff your boxes with bubble wrap, or other soft materials. You should add protection between each of their fragile items to limit them from being damaged by the vibration of the truck.

2.1.3. Emery Transport is not liable for loss, damage, injury, fine, delay or other liability occurring to any Property as a result of the failure of Client to observe one or more of the requirements set forth in these Terms and Conditions, and Client waives all rights, claims or actions it has or may have against Service Provider with respect to any such damage. Client accepts the risk for any damages to furniture that have not been emptied before the move, and Emery Transport is not responsible for items left inside the furniture. Please be prepared in order for us to provide you with the best service and avoid any surprises on the moving day (Date of Service).

2.1.4. Some items have what is called "inherent vice" or are intended to be assembled and left in one place for their useful life, such as fiberboard furniture (ex: IKEA furniture). Emery Transport is not liable for moving such items, or for damage affecting same as a result of transport, packaging, storage, disassembly or reassembly. These items can be transported as-is or disassembled at the Client's request and risk, however Emery Transport will not be held liable for any damages while being handled unless due to the negligence of Emery Transport while also being in their original packaging.

2.1.5. Client acknowledges these requirements are important to ensure a safe and orderly move that is as protective as possible of Property, and the safety of concerned movers. If Client fails to comply with one or more directives applicable in this agreement, it acknowledges that the move to take longer than estimated and additional fees may apply; Emery Transport also reserves the right, in its sole discretion, to cancel and reschedule if it assesses that, as a result of non-compliance with his Agreement or misrepresentation of the scope of the move, the move cannot be completed within the identified timeframe as a result of failure of Client to observe these directives and/or as a result of a material misrepresentation by Client of moving parameters. In the event client refuses to reschedule at the date(s) offered by the Service Provider in good faith, the deposit shall be forfeited.

2.2. **Specialty or Delicate Items**

2.2.1. We ask that Client use reasonable efforts to protect its televisions, mirrors, marble, glass, or granite tabletops, statues or artwork, or other delicate/fragile mirrored furniture, including through use of suitable packing materials.

2.2.2. The Client agrees to have Emery Transport, at the Client's risk, handle these specialty fragile items, without holding Emery Transport or their employees liable for any damages. Emery Transport does not ensure the safe transport of these items. Pre-existing micro-fractures can result in the items cracking or shattering during transport even when handled most safely. For best results, have these items crated or wrapped professionally. You should contact your home insurance or get additional third-party insurance to be sure that you are compensated for any damages if they might occur.

2.2.3. All TVs and mirrors must be in an original box or in a TV / Mirror packing box. To ensure safer transport of those items, you can request a TV or Mirror Box before your service.

2.2.4. Marble, glass, or granite pieces as well as artwork, statues and other high valuable pieces can be



moved at the Client's request with the understanding and that there is no compensation for damages to these items by Emery Transport. These items are to be insured through a third-party insurer if the Client wishes to have any compensation for any damages that might occur.

2.2.5. We recommend that all mirrored furniture is to be bubble wrapped with an added layer of cardboard surrounding the item to be sure they are well protected and then wrapped with blankets and plastic wrapped.

2.3. **Arrival**

The Client represents and warrants that (a) adequate access exists at all locations (including Starting Address and Delivery Address), (b) any necessary elevator bookings, parking reservations/permits, loading dock access, protection pads and building approvals have been obtained, and (c) that building rules permit the move at the scheduled times. The Client is responsible for all delays, standby time, re-attempts, fines, tickets, permits, protection materials, and incremental labor/charges due to inadequate access, failure to book elevators, failure to comply with requirements for packing/preparation in this Agreement, or non-compliant building rules. If access is denied or unsafe or building rules materially restrict the move, Emery Transport may reschedule the Services and place the goods into storage- in-transit at Client's cost, with all fees, storage and interest to be assumed by Client.

3. **BILLING AND PAYMENT**

3.1. *Time of Payment.* Clients will pay Emery Transport a non-refundable deposit payment of a minimum of \$300/per truck. Final payment of all amounts owed by Client must be paid to the Service Provider as soon as Services are substantially completed by Emery Transport.

3.2. *Payment for Non-Conformity.* If Services are canceled by Client, or where Services are cancelled by Emery Transport owing to a material non-conformity of Client (including failure of Client to be at the Starting Location within one hour of the start time of the move), Emery Transport may charge an additional 3 hours of Transportation Charges; together with the Transportation Charge on the date when the service is rescheduled.

3.3. *Late Payment.* If payment is late for any reason (including in cases where Client disputes payment), Emery Transport reserves the right to charge an additional payment of 15% of the total invoice for administrative fee. All late payments that are not paid shall bear interest at a rate of 1.25% per month, calculated daily and compounded monthly.

3.4. *Lien and Right of Retention.* Pursuant to Article 1592 and 2058 of the *Civil Code of Quebec*, the Client grants Emery Transport a right of retention over all goods in Emery Transport's possession, custody or control as security for all amounts owing by the Client pursuant to the Agreement, whether accrued, invoiced, contingent or otherwise, including all fees and rates and additional fees such as storage fees, administrative fees, interest, late payment penalties, collection costs and reasonable legal fees and expenses Emery Transport may retain possession of the all goods until all amounts owing are paid in full.

3.4.1. If any amounts owing remain unpaid when due, Emery Transport may, in its sole and absolute discretion, transfer the Clients' goods to storage-in-transit or warehouse storage at Client's sole cost and risk, and charge reasonable storage, handling, insurance and administrative fees from the date of non-payment, together with applicable taxes, interest and late fees as provided herein.

3.4.2. If non-payment persists following written notice to the Client at the last email and/or address on file specifying the amounts owing and providing a reasonable cure period, Emery Transport may sell all or part of the goods in a commercially reasonable manner, without further notice, and apply such proceeds to the amounts owing, and remit any surplus to the Client. The Client remains liable for any deficiency, and an administrative fee equivalent to fifteen percent of the outstanding invoice for time and effort associated with the liquidation of such assets.

4. **RESCHEDULING / CANCELLATION**

4.1. Clients may reschedule, revise the scope of the Services, or cancel their moving date without penalty by



providing prior written notice thereof to Sbucaro@transportemery.com at least 30-days prior to the scheduled Date of Service. In each such case, Client will be reimbursed their deposit at the end of the Services where they are in good standing.

4.2. Where Clients fails to reschedule, revise the scope of the Services, or cancel their moving date within the timeline and following the procedure established in Section 4.1, Emery Transport will not refund the deposit (regardless of whether the Services are rescheduled). This is because Client's appointment was reserved for him, her or them, and other potential clients were refused for booking during Client's reserved time slot.

4.3. Emery Transport will not refund the deposit if Emery Transport cancels the Services (regardless of whether Services are rescheduled). Emery Transport may cancel the Services where:

- 4.3.1. Client is in non-conformity with these Terms and Conditions
- 4.3.2. Client is not at the Starting Address within one hour of the move time
- 4.3.3. Client seeks to reschedule within less than 30 days notice prior to the Date of Service.

An additional fee of \$250 may be imposed in such cases. In the case referred to at Section 4.3.2, three hours of Transportation Charge will also be imposed.

Clients shall call (514) 619-0856 during regular business hours, Monday to Friday, to request a reschedule or cancellation.

4.4. **Refusal of work.**

4.4.1. Our goal is to perform every move with a high degree of care and professionalism, but certain risks are inherent to the nature of the work. The Client acknowledges that Emery Transport reserves the right to refuse to move any items deemed unsafe, unmovable, or of exceptional value. This includes, but is not limited to, antique furniture, oversized appliances, and fragile decorative pieces. If the Client requests that our team attempt to move an item through a tight or restricted space, or to hoist an object that presents additional risk, the Client agrees to release Emery Transport and its employees from any liability associated with potential damages to the Property, surrounding property, or structure.

4.4.2. Emery Transport also reserves, in its reasonable discretion, the right to refuse service or reschedule the Services, as determined by the supervisor of Emery Transport, based on safety concerns, heightened or unforeseen risk, suspected hazardous materials, unworkable or unsanitary environments (potential insect, rodent droppings, fungus or insect infestation), inclement weather (heavy rain, thunderstorms, snow), structural limitations, inadequate access, unlawful conduct, or where the Client requests maneuvers that risk damage (including hoisting or tight-clearance moves). If the Client directs the move to proceed after such disclosure of risk, the Client assumes responsibility for resulting damage.

4.4.3. Our movers will always communicate openly before proceeding with any potentially risky maneuver, but the final decision rest with Client. By authorizing the move, the Client assumes full responsibility for any resulting damages.

4.5. A new Moving Agreement must be signed if rescheduling of Service is to take place. Clients must disclose to Emery Transport any concerns aforementioned at any of Starting Address or Delivery address. Additional charges may apply and Emery Transport reserves the right to not fulfill service.

4.6. **Incomplete Delivery.** If delivery cannot be completed due to the Client unavailability, access issues, non-compliance with building rules, hazardous or unsafe conditions, weather, or non-payment, fails to accept delivery, to provide reasonable delivery instructions, or to respond to notices of Emery Transport within a reasonable period, Emery Transport may (a) place the goods into storage-in-transit at the Client's sole cost and risk or (b) dispose of or sell such goods, provided that such failure persists following notice by Emery Transport. The Client shall pay applicable storage-in-transit charges, storage and warehouse handling fees,



redelivery charges, and any additional labor, waiting time, or parking/permit fees, together with all taxes, administrative fees, late fees and interest. During storage, the goods are stored at the Client's risk and expense. Redelivery shall occur upon full payment of all amounts owing and subject to scheduling availability and reasonable notice by the Client to Emery Transport.

5. DAMAGES & INSURANCE CLAIMS

5.1. Coverage Overview

- 5.1.1. Emery Transport maintains a commercial insurance policy, which protects against bodily injury or property damage resulting from our services, in addition to truck cargo insurance per vehicle, which covers direct physical loss or damage to goods while in our care, custody, and control during transport, subject to the terms of said insurance policy. If you have any questions or concerns regarding our coverage, please do not hesitate to contact us.
- 5.1.2. Note that certain items and conditions fall outside the scope of our insurance coverage. These exclusions are standard across the moving industry. Items such as mirrors, glass furniture, lamps, marble, granite, quartz, or other fragile materials are excluded as these are particularly susceptible to damage regardless of handling care. Likewise, contents of boxes packed by the Client are not covered, as we cannot verify the packing method or condition of the contents prior to handling.
- 5.1.3. Televisions must be packed in a proper TV box to be covered; televisions transported without protective packaging are excluded from insurance claims. Items of extraordinary, sentimental, or irreplaceable value, including artwork, jewelry, collectibles, and personal documents, are also excluded. Furthermore, fiberboard or ready-to-assemble furniture, such as items from IKEA, are not insured against structural damage, as these pieces are designed to remain stationary and often cannot withstand the stress of being moved once assembled.
- 5.1.4. Any insurance coverage of Emery Transport is also void when Client participates in loading or unloading, or when items are packed, wrapped, or disassembled by Client. Emery Transport is also not responsible for damages resulting from road hazards, accidents, or acts of God such as rain, wind, sun exposure, or flooding. In addition, minor wear, scuffing, or scratches that can occur under normal handling conditions are considered standard and are not covered by either Emery Transport or its insurances.
- 5.1.5. Note also that a deductible of \$2,500 applies to all general liability and cargo-related claims. In the event of water-related damage, a higher deductible of \$5,000 may apply as per policy terms. The Client agrees that in case of coverage by our insurance, this deductible shall be the sole responsibility of the Client to absorb.
- 5.1.6. For Client transporting high-value items or requesting specialized handling services, additional insurance coverage may be arranged upon request before the moving date. This optional coverage can provide an increased protection limit for specific goods or circumstances beyond the scope of our standard policy.

5.2. Property Protection.

Protecting our Client's property is a key part of our commitment to quality service. However, floor, staircase, and elevator protection are not automatically included and must be requested in advance at the time of booking. When such precautions are requested, our team will use neoprene mats, floor runners, and wall padding to minimize the risk of contact damage. If these precautions are not arranged beforehand, Client's accept the risk and will not hold Emery Transport liable for scratches, dents, or marks on floors, walls, or staircases. Similarly, elevator protection falls under the same terms. While our movers take every reasonable step to avoid damage, we cannot assume responsibility for pre-existing wear or minor surface damage unless protection measures have been specifically requested.

- 5.3. Client is also reminded to ensure that stairways and access paths are clear prior to arrival to help maintain safety and efficiency. Emery Transport is not responsible for items left inside furniture, or for any goods that



are loaded into Client owned, leased, operated or other maintained vehicles or third- party containers, as these fall outside of our care and control.

5.4. **Client Acknowledgment, Indemnification and Limited Liability**

- 5.4.1. Emery Transport makes no warranties except for those set out in this Agreement.
- 5.4.2. The Client shall defend, indemnify and hold harmless Emery Transport, its owner(s), affiliate(s), and their respective officers, directors, employees, agents and Subcontractors from and against any and all claims, demands, suits, proceedings, liabilities, losses, damages, fines, penalties, costs and expenses (including reasonable legal fees and disbursements) arising out of or relating to any third-party claims alleging: (a) third-party bodily injury or property damage caused by Client's acts, omissions, premises conditions, or failure to disclose material hazards or access constraints; (b) misdescription, non-disclosure, or latent defect in the goods or premises; (c) hazardous, prohibited, illegal, flammable or regulated items; (d) Client-packed or Client-handled items; (e) structural, common-area or building damage claims by landlords, condominium syndicates, HOAs or building managers; (f) third-party claim to ownership, possession and (g) the Client's failure to comply with this Agreement.
- 5.4.3. IN NO EVENT SHALL EMERY TRANSPORT OR ITS OWNERS, EMPLOYEES OR SUBCONTRACTORS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EMERY TRANSPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.4.4. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EMERY TRANSPORT AND ITS OWNERS, EMPLOYEES AND SUBCONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, EXTRA-CONTRACTUAL LIABILITY, OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO EMERY TRANSPORT PURSUANT TO THIS AGREEMENT.
- 5.4.5. Each Party acknowledges that the foregoing limitation of liability is an essential element of this agreement and that in its absence the economic terms of this agreement would be substantially different.
- 5.4.6. To the fullest extent permitted by law, the Client waives, and shall cause its insurers to waive, any right of subrogation against Emery Transport, its affiliates and their respective officers, directors, employees, agents and subcontractors with respect to any claims, losses or damages covered, in whole or in part, by the Client's insurance. The Client shall provide evidence of such waiver upon request.

5.5. **Damage Reporting Procedure**

- 5.6. To ensure a fair and efficient resolution process, Client is encouraged to inspect their goods and property before the movers leave the premises. Any concerns or visible damages should be communicated immediately to the team leader on-site. Following the move, all claims must be submitted in writing within 24 hours of service completion to sbucaro@transportemery.com with a clear description of the issue, accompanied by supporting photos when possible.
- 5.7. Emery Transport values its reputation for quality service and professionalism. While damages are rare, we handle every claim with care, attention, and a commitment to finding a fair resolution.

6. **FORCE MAJEURE**



6.1. Notwithstanding anything to the contrary, the Parties shall not be deemed to be in default of their obligations under this Agreement if such failure results from force majeure or the act of a third party, such as, but not limited to: theft, fire, infestation of vermin or insects, strike, lockout, civil disruption, invasion, terrorist attack, rebellion, sabotage, conflict, pandemic, government regulation, natural disaster, or any other circumstance beyond the control of the Emery Transport (a "**Force Majeure**").

6.2. Notwithstanding the foregoing, this section 6 shall not be construed to relieve Client of any monetary payment to which it is required hereunder, nor shall it permit Client to delay any such payment.

7. MISCELLANEOUS

7.1. The Client expressly waives its right to unilaterally terminate this Agreement, as provided for in Article 2125 of the *Civil Code of Quebec*.

7.2. **Severability** – If any portion of this agreement is held invalid then all other portions shall remain in full force as a total agreement. Any warranties, agreements or claims made verbally are excluded and this agreement supersedes all other agreements and represents the total agreement between the two parties.

7.3. **Legal Fees** – In the event a dispute involving this Agreement is resolved in a third-party judicial proceeding, including arbitration, the prevailing party will have a right to be reimbursed its attorney's fees and costs for enforcing its rights under this Agreement.

7.4. **Interest** – In the event a dispute involving an unpaid amount under this Agreement is resolved in a third-party judicial proceeding, including arbitration, the Emery Transport is entitled to an additional 15% late payment penalty as well as a 1.25% monthly interest rate.

7.5. Unless otherwise agreed in writing by the Parties, the Parties hereby submit any dispute or claim that cannot be resolved between the Parties arising out of or relating to this Agreement by arbitration under the following conditions: the arbitration shall be conducted in accordance with the laws of the Province of Quebec, the place of the arbitration shall be Montreal, Quebec; there shall be one arbitrator; and the language of the arbitration shall be English, with such other conditions as the Parties to the dispute may agree in writing. The arbitrator shall be appointed by mutual agreement of the Parties to this Agreement. In the event that the Parties fail to agree on the appointment of an arbitrator within 10 days, then at any time thereafter any party may make an application to a judge of the Quebec Superior Court of Justice, or such other official as may have jurisdiction from time to time to appoint an arbitrator.

7.6. This Agreement, its interpretation, performance, application, validity and effect shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein.

7.7. The Client may not assign or delegate any right or obligation under the Agreement without the prior written consent of the Emery Transport. Emery Transport may freely assign this Agreement to any third party.

7.8. Emery Transport may, in its discretion, subcontract, delegate or otherwise engage independent contractors, carriers, agents or affiliates to perform any Services, in whole or in part, without notice to the Client. Emery Transport remains responsible for the Services subject to the limitations, exclusions and caps set out in this Agreement.

7.9. This is the entire agreement between the Parties and the Parties are not bound by any representations, promises, warranties, understandings or undertakings with respect to the subject matter of this Agreement, except as set forth in this Agreement.

7.10. All headings or other divisions inserted in this Agreement have been inserted for convenience only and in no event shall they be used to interpret or contradict these Terms and Conditions or to extend or restrict their scope. Depending on the context, the singular includes the plural, the masculine includes the feminine, and vice versa.

7.11. If a Party fails to exercise any of its rights hereunder, this shall not constitute a waiver or modification of its rights hereunder, each Party may, within the time prescribed by law, commence legal proceedings to avail



itself of its rights hereunder and any prior failure or delay in exercising such rights shall not constitute a defence that is enforceable against him.

- 7.12. Any decision of a court to the effect that any of the provisions hereof is void or unenforceable shall not affect the validity or enforceability of the remaining provisions hereof.
- 7.13. The rights and obligations of either Party hereunder shall be binding upon their respective successors and assigns.
- 7.14. The Parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. The Client also acknowledge that they were first given the opportunity to review a French version of this agreement prior to the signature of this Agreement. *Les Parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention. Le Client reconnaît également avoir eu la possibilité de consulter une version française du présent Contrat avant sa signature.*