

HALO EFOILS PURCHASE AGREEMENT

Assumption of Risk, Waiver of Liability, and Indemnification

Issued by MSLR Electric Inc. doing business as Halo Efoils, Kelowna, British Columbia, Canada.

Last Updated January 01, 2026.

INTRODUCTION

This legally binding agreement is entered into voluntarily by the purchaser referred to as the Customer and MSLR Electric Inc., the parent company of Halo Efoils. The purpose of this agreement is to clearly define the responsibilities, risks, and legal protections associated with the purchase and use of Halo Efoils products. By purchasing, pre ordering, paying a deposit, completing payment, receiving, or operating any Halo Efoils product the Customer confirms that they have read, understood, and agreed to the terms of this agreement. No physical signature is required for this agreement to be legally binding.

1. USE AT OWN RISK

Electric hydrofoiling is an extreme recreational water sport and carries inherent risks. These risks include but are not limited to personal injury, drowning, collision with other riders or watercraft, equipment malfunction, battery incidents, property damage, regulatory penalties, and financial loss. The Customer voluntarily assumes full responsibility for all risks associated with the transport, charging, storage, maintenance, and operation of the product. This assumption of risk applies to both foreseeable and unforeseeable circumstances.

2. PURCHASE SCOPE AND WARRANTY ELIGIBILITY

This agreement applies to all Halo Efoils products purchased directly from MSLR Electric Inc. or through authorized Halo Efoils partners, affiliates, or resellers. Products purchased second hand, privately, or through unauthorized sellers are not eligible for warranty coverage, technical support, or after sales service through MSLR Electric Inc.

3. RESELLER AND COMPONENT DISCLAIMER

MSLR Electric Inc. designs, develops, assembles, and distributes Halo Efoils products. Certain components are manufactured by third party suppliers. MSLR Electric Inc. performs quality control and integration but is not the original manufacturer of every component. Warranty claims related to component defects may be processed through MSLR Electric Inc. acting as an intermediary between the Customer and the component supplier.

4. LIMITATION OF LIABILITY

To the fullest extent permitted by law MSLR Electric Inc., Halo Efoils, and their directors, employees, contractors, affiliates, and suppliers shall not be liable for any direct or indirect damages including bodily injury, death, fire, battery failure, property damage, loss of income, shipping delays, customs issues, regulatory fines, or business interruption. Total liability shall never exceed the original purchase price of the product.

5. WARRANTY COVERAGE

Halo Efoils provides a limited warranty covering manufacturing defects when the product is used under normal recreational conditions. Board and Electronics Warranty Period One Year from purchase. Battery and Charger Warranty Period One Year from purchase. Warranty exclusions include crash damage, improper handling, water intrusion caused by improper sealing or storage, corrosion caused by lack of maintenance, unauthorized modifications, commercial rental operations, misuse, and normal wear including gradual battery capacity degradation. All warranty related shipping costs to and from the service location are the responsibility of the Customer unless otherwise agreed in writing.

6. TRAINING AND SAFETY

Safety is the highest priority of Halo Efoils and MSLR Electric Inc. Customers are strongly advised to complete a training session through MSLR Electric Inc. or an approved Halo Efoils instructor prior to operating the equipment. Customers are also encouraged to enroll in the Halo Instructor Certification Program which is recognized by Transport Canada and designed to promote safe operation, responsible riding practices, and proper product maintenance. Completion of training significantly reduces the risk of accidents and equipment misuse.

7. TRANSPORT CANADA COMPLIANCE

Transport Canada regulates the operation of powered watercraft and may impose restrictions on electric hydrofoils depending on propulsion design and location of use. Certain waterways in Canada prohibit or restrict the use of exposed propeller systems. Halo's M Jet propulsion system has been developed with consideration of current Transport Canada guidelines. Transport Canada may amend or revise regulations at any time. The Customer is solely responsible for monitoring updates and regulatory amendments published by Transport Canada. MSLR Electric Inc. may communicate major regulatory updates when possible but assumes no obligation to monitor regulations on behalf of the Customer. Failure to comply with local watercraft regulations may result in fines, citations, or enforcement action. MSLR Electric Inc. assumes no responsibility for penalties arising from unlawful operation.

8. REGULATORY RESPONSIBILITY

The Customer is responsible for complying with all municipal, provincial, federal, and international boating laws and operating the product safely and legally. The Company assumes no responsibility for citations, fines, or legal consequences resulting from misuse or operation in restricted areas.

9. INDEMNIFICATION

The Customer agrees to indemnify and hold harmless MSLR Electric Inc., Halo Efoils, their officers, directors, employees, contractors, and affiliates from any claims, damages, legal fees, or losses arising from improper use of the product, third party operation without proper training, unauthorized modification, resale, or violation of applicable water regulations.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This agreement shall be governed exclusively by the laws of the Province of British Columbia, Canada. In the event of a dispute the parties agree to first attempt good faith negotiation. If unresolved the dispute may proceed through mediation and then litigation within the courts of British Columbia.

11. CUSTOMER ACCEPTANCE

By purchasing, pre ordering, paying a deposit, completing payment, or accepting delivery of a Halo Efoils product the Customer confirms that they have read and understood this agreement and voluntarily accept all risks and responsibilities associated with the product. This agreement is legally binding without the need for a physical signature.