

# HALO EFOILS – PURCHASE AGREEMENT, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION

**Effective Date:** November 4, 2025

**Issued by:** MSLR Electric Inc., Kelowna, British Columbia, Canada

## INTRODUCTION

This legally binding agreement (“Agreement”) is entered into voluntarily and knowingly by the purchaser (“Customer”) and is designed to ensure legal clarity and proper allocation of risk between the Customer and **MSLR Electric Inc.**, the parent company of **Halo Efoils**.

By purchasing, ordering, or otherwise obtaining any **Halo Efoils** product—whether directly from the **Halo Efoils website**, through any **authorized partner, dealer, or affiliate**, or any other **official sales channel**—the Customer acknowledges and agrees to all terms in this Agreement.

Purchases of **used or second-hand Halo products** (from private sellers, resellers, or any party other than MSLR Electric Inc. or its official partners) are **not covered by any warranty** or after-sales support from MSLR Electric Inc. or Halo Efoils.

By purchasing a Halo product, the Customer confirms that they **agree to and will abide by these terms**.

## 1. USE AT OWN RISK

Efoiling is an extreme recreational water sport that carries inherent risks, including but not limited to:

- Personal injury
- Death or drowning
- Property damage
- Fines or regulatory penalties
- Financial loss

The Customer voluntarily assumes full, sole, and irrevocable responsibility for all consequences of efoil operation, handling, transport, charging, storage, or misuse. This assumption applies to both foreseeable and unforeseeable risks.

This clause does not waive liability for gross negligence or willful misconduct where prohibited by law.

## 2. PURCHASE SCOPE & WARRANTY ELIGIBILITY

This Agreement applies to all purchases of **Halo products** made:

- Directly from **haloefoils.com** or other official company websites;
- Through **authorized Halo partners, affiliates, or resellers**; and
- From any **official sales channels operated by MSLR Electric Inc.**

**Purchases of used or second-hand Halo products** (including private sales, transfers, or resales through third parties) are **excluded from any warranty coverage or support**.

**MSLR Electric Inc.** and **Halo Efoils** do not warrant or assume any liability for pre-owned, modified, or previously registered boards or equipment purchased outside their verified dealer network.

## 3. RESELLER STATUS

The Customer acknowledges that **MSLR Electric Inc.** is a **reseller and developer** of Halo Efoils, not the original component manufacturer. While MSLR Electric Inc. conducts strict quality control and assembly oversight, it is not liable for original design, engineering, or manufacturing defects of third-party components.

Warranty claims related to product defects will be processed through **MSLR Electric Inc.** as an intermediary under the terms set forth herein. All overseas component suppliers are considered third-party beneficiaries protected by this Agreement.

## 4. LIMITATION OF LIABILITY

To the fullest extent permitted by law, **MSLR Electric Inc.**, its directors, employees, contractors, and affiliates shall not be liable for:

- Death or bodily harm
- Property damage or fire
- Battery failure or explosion
- Loss of income, business, or reputation

- Fines, penalties, or citations from authorities
- Shipping damage, delay, or customs fees

**MSLR Electric Inc.**'s total liability shall **not exceed the original purchase price** of the product.

## 5. WARRANTY COVERAGE

**MSLR Electric Inc.** provides the following limited warranty for **new Halo Efoils products** purchased directly or through authorized partners only:

Component	Coverage Period	Service Location	Notes
Board & Electronics	1 Year from purchase	Kelowna, BC	Parts only; customer pays all shipping
Battery & Charger	6 Months from purchase	Surrey, BC	Diagnostic fee may apply; service handled exclusively in Surrey

Warranty applies **only to the original purchaser** and excludes:

- Improper use or mishandling
- Normal wear and tear
- Unauthorized modifications
- Water damage from improper sealing or storage
- Gradual battery capacity degradation

All warranty-related shipping costs to and from the service facility are the **responsibility of the customer**.

## 6. TRAINING & TRANSPORT CANADA COMPLIANCE

Customers receive complimentary access to the **Halo Efoil Knowledge Course**, which includes training on safety, maintenance, and operation.

### **Important Notice (Canada Only):**

Transport Canada prohibits efoils with **exposed propellers** in most Canadian waterways. Only **Halo's Transport Canada-approved M-Jet™ Propulsion System** is authorized for legal use.

By purchasing a Halo Efoil, the Customer acknowledges that using any non-compliant propulsion system may result in fines or tickets and accepts all legal consequences arising from such use.

**⚠ Regulatory Updates:** Transport Canada may revise or amend its rules regarding approved propulsion systems at any time. It is the Customer's responsibility to regularly monitor Transport Canada's official website for updates. **Halo Efoils and MSLR Electric Inc.** will communicate significant regulatory changes and product compliance updates as they become available.

**MSLR Electric Inc.** assumes no responsibility for violations or penalties resulting from changes to Transport Canada regulations or from the use of non-approved propulsion systems.

## 7. REGULATORY RESPONSIBILITY

The Customer is solely responsible for:

- Complying with all municipal, provincial, and federal boating laws;
- Operating their efoil safely and lawfully;
- Resolving any enforcement actions, citations, or legal complaints.

**MSLR Electric Inc.** assumes no responsibility for fines, violations, or legal consequences resulting from misuse, unsafe operation, or operation in prohibited areas.

## 8. NON-CANADIAN SUPPLIER LIABILITY

The Customer agrees not to initiate legal action against any overseas manufacturer, engineer, or supplier. These parties are not liable under this Agreement unless otherwise required by Canadian court order or public policy.

All liability and claims must be pursued exclusively through **MSLR Electric Inc.**, under Canadian law.

## 9. INDEMNITY CLAUSE

The Customer agrees to indemnify and hold harmless **MSLR Electric Inc.** and **Halo Efoils**, including their officers, directors, employees, and affiliates, from any claims, losses, costs, or damages—including legal fees—arising from:

- Improper, illegal, or unsafe use of the product;
- Third-party operation without proper training;

- Unauthorized resale, modification, or repair;
- Violation of any local laws or water regulations.

## 10. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed exclusively by the **laws of the Province of British Columbia, Canada.**

In case of a dispute:

1. The parties agree to engage in **good-faith negotiation**;
2. If unresolved, a **non-binding mediation** will be conducted;
3. If still unresolved, litigation will proceed **exclusively in the courts of British Columbia.**

## 11. CUSTOMER DECLARATION

By proceeding with the purchase, the Customer:

- Affirms they are over the age of 18 and legally competent;
- Has read and fully understood this Agreement;
- Accepts all risks and terms voluntarily;
- Acknowledges that the **battery warranty is 6 months**, and post-warranty service is available in **Surrey, BC**;
- Accepts responsibility for all legal citations or consequences related to product use;
- Understands that this document is legally enforceable and may be presented in court.

## FOR E-COMMERCE CHECKOUT (TERMS & CONDITIONS CHECKBOX)

☒ *I confirm that I have read, understood, and agree to all terms outlined in this Halo Efoils Purchase Agreement and Liability Waiver. I accept full responsibility for the safe and lawful operation of the product and waive all claims against MSLR Electric Inc. and Halo Efoils, except where prohibited by Canadian law. I understand the battery warranty is 6 months and that violations or regulatory changes by Transport Canada may result in tickets, fines, or updated compliance requirements for which I am solely responsible.*

