

Clause required under the Consumer Protection Act.

(Long-term contract of lease)

The consumer has no right of ownership in the goods leased.

The merchant shall assume the risk of loss or deterioration by superior force of the goods forming the object of this contract except where the consumer withholds the goods without right or, where such is the case, after ownership of the goods has been transferred to him by the merchant.

The consumer benefits from the same warranties respecting the leased goods as a consumer owning such goods.

Where the consumer is in default to perform his obligation in the manner prescribed in this contract, the merchant may:

- (a) either exact immediate payment of that which is due;
- (b) or retake possession of the goods forming the object of the contract.

Before retaking possession of the goods, the merchant must give the consumer a notice in writing of 30 days, during which time the consumer may, as he chooses:

- (a) remedy the fact that he is in default;
- (b) return the goods to the merchant.

The consumer may also return the goods to the merchant at any time during the leasing period even if he has not received a notice of repossession.

If the consumer returns the goods to the merchant, the contract is rescinded of right. In such a case, the merchant is not bound to return to the consumer the amount of the payments due he has already received, and he cannot claim any damages other than those actually resulting, directly and immediately, from the rescission of the contract.

The merchant is bound to minimize his damages.

It is in the consumer's interest to refer to sections 103, 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.