



Units 8, 9 – 6295 Northam Drive Mississauga ON L4V1W8

Tel: 416.621.6800 Fax: 416.621.6801

www.canaantransport.com

TERMS AND CONDITIONS Version December 1, 2021

TOTAL 10 pages - including Standard Trading Conditions, CSCB and CIFFA trading conditions

To whom it may concern:

The following pages contain the terms and conditions under which Canaan Transport Group Inc. provides its services to its customers, partners and other parties.

Please read and review carefully to ensure your understanding.

If you have any questions or concerns, this must be sent in writing via e-mail or letter to our address above and/or sales@canaantransport.com

A qui cela peut concerner:

Les pages suivantes contiennent les termes et les conditions dans lesquelles Canaan Transport Group Inc fournit ses services à ses clients, partenaires et autres parties.

S'il vous plaît lire et examiner attentivement pour s'assurer de votre compréhension.

Si vous avez des questions ou des préoccupations, ce doit être envoyée par écrit par e-mail ou courrier à notre adresse ci-dessus et / ou sales@canaantransport.com.

STANDARD TRADING CONDITIONS

1. For FCL import door moves – (When Canaan Transport Group does the delivery)

We are liable to the ocean carrier for the clean and prompt return of the container in good condition to the nominated depot. In consideration of our agreement to make the container available to you, you agree to indemnify us in respect of any charges, fees or other liability of whatever nature (including without limitation, interest charges, and any legal costs) directly or indirectly arising from the use of the container by you or on your behalf. You accept the offer contained in this notice by accepting our arrival notice/advice note/invoice and assuming control of the container at your premises. The number of free days allowed for use of the container and the daily rate of detention charges may be indicated in our arrival notice/advice note/invoice.

Pour FCL import porte Nous sommes assujettis/responsable au transporteur maritime pour le retour propre, prompt et en bonne état du conteneur maritime au dépôt nommé (proposé). En considération de notre accord de mettre le conteneur à votre disposition, vous vous engagez à nous indemniser à l'égard de tous les frais, honoraires ou autre responsabilité de quelque nature que ce soit (incluant sans limitations, dépenses en intérêt et n'importe quels coûts légaux) résultant directement ou indirectement de l'utilisation du conteneur par vous ou en votre nom. Vous acceptez l'offre contenue dans cet avis en acceptant notre avis d'arrivée/conseil d'arrivée / facturent et en assumant le contrôle du conteneur à partir du terminal. Le nombre de jours libres (gratuits) pour l'utilisation du conteneur ainsi que le taux (tarif) quotidien des charges de détention sont indiqués sur notre avis d'arrivée /conseil d'arrivée /facturent

2. For FCL import terminal moves - (When you the importer does your own P&D)

Under the referenced bill of lading, your entitlement to use the shipping container ends at the terminal. For your convenience, however, and strictly on the terms set out in this document, you may use the container for the purpose of transporting the goods away from the terminal for unpacking. In consideration of our agreement to make the container available to you, you agree to indemnify us in respect of any charges, fees or other liability of whatever nature (including without limitation, interest charges, and any legal costs) directly or indirectly arising from the use of the container by you or on your behalf. You accept the offer contained in this notice by accepting our arrival notice/advice note/invoice and assuming control of the container from the terminal. The number of free days allowed for use of the container and the daily rate of detention charges may be indicated in our arrival notice/advice note/invoice.

Pour FCL import terminal Sous le connaissance référencé, votre droit d'utilisation du conteneur d'expédition (de navigation) se finit au terminal. Pour votre convenance, cependant et strictement sur les termes exposés dans ce document, vous pouvez utiliser le conteneur pour le but de transporter les marchandises hors du terminal pour le déballage. En considération de notre accord de mettre le conteneur à votre disposition, vous vous engagez à nous indemniser à l'égard de tous les frais, honoraires ou autre responsabilité de quelque nature que ce soit (incluant sans limitations, dépenses en intérêt et n'importe quels coûts légaux) résultant directement ou indirectement de l'utilisation du conteneur par vous ou en votre nom. Vous acceptez l'offre contenue dans cet avis en acceptant notre avis d'arrivée /conseil d'arrivée / facturent et en assumant le contrôle du conteneur à partir du terminal. Le nombre de jours libres (gratuits) pour l'utilisation du conteneur ainsi que le taux (tarif) quotidien des charges de détention sont indiqués sur notre avis d'arrivée /conseil d'arrivée /facturent

3. Cargo Insurance

Although we make efforts to proactively recommend the purchase of cargo insurance, Canaan Transport Group Inc. and/or its employees will not be responsible to ensure that appropriate cargo insurance is in place for any and all services provided. It is ultimately the shipper and consignee's responsibility to confirm that the insurance in place is appropriate and adequate.

Bien que nous fassions des efforts de façon proactive recommandons l'achat de l'assurance des marchandises, Canaan Transport Group Inc et / ou ses employés ne sera pas responsable de s'assurer que l'assurance des marchandises appropriée est en place pour tout et tous les services fournis. C'est finalement la responsabilité de l'expéditeur et du destinataire pour confirmer que les assurances en place est appropriée et adéquate.

CANAAN TRANSPORT GROUP INC. – CUSTOMS BROKERAGE STANDARD TRADING CONDITIONS

These are the Standard Trading Conditions which govern the business practices with specific regard to customs brokerage services. Both you the Client and Canaan Transport (the Customs Broker) agree to be bound by the Agency Agreement and Power of Attorney including the Standard Trading Conditions unless or until one of the parties advises the other in writing to the contrary subject to the provisions of paragraph 10 of the Standard Trading Conditions.

1. Definitions:

"Canada Customs" means the Department of National Revenue, any other Department or Agency, and any other successor Department or Agency of the Government of Canada or any Province thereof having jurisdiction over imports and exports.

"Client" is any person, firm, association or corporation at whose request or on whose behalf, either directly or indirectly, the Customs Broker undertakes any business or provides advice, information or services;

"Customs Broker" is the person, firm or corporation licensed by the Department of National Revenue, or other authorized body, to engage in the business of a Customs Broker.

"Customs Duties" means any duties, taxes and levies on imported goods under the Customs Act, the Customs Tariff, the Excise Act, the Excise Tax Act, the Special Import Measures Act or any other law relating to customs, excluding any penalties, interest or fines imposed under any of the aforesaid acts or any other law relating to customs.

"Disbursements" means any payment made by the customs broker, on behalf of the client, for any product or service rendered in connection with the facilitation of the import and export of goods but not limited to Customs Duties, taxes, freight, storage, penalties, interest and fines and any other payments, including payments for goods on C O D shipments made by the Customs Broker on behalf of the Client.

"Services" shall mean those customs broker services in Annex A which are agreed to by the Client and the Customs Broker.

2. Fees and Disbursements:

- (a) The fees for Services shall be in accordance with the fee schedule as agreed upon between the Client and the Customs Broker as amended from time to time;
- (b) The Client shall pay to the Customs Broker all fees charged for the Services rendered by the Customs Broker to the Client;
- (c) Disbursements incurred by the Customs Broker on behalf of the Client shall be reimbursed to the Customs Broker by the Client.

3. Invoicing and Payment:

- (a) The Customs Broker shall issue invoices to the Client for all fees and Disbursements pertaining to Services rendered to and on behalf of the Client;
- (b) All such invoices shall be payable upon receipt, or as otherwise agreed, by the Client;
- (c) Interest on all late payments shall be paid at the rate set by the Customs Broker, as amended from time to time, upon which interest shall be charged commencing 14 days after the invoice date or as otherwise agreed;
- (d) In the event of default of payment by the Client, the Customs Broker, in addition to any other legal rights and remedies shall have the right to retain, in its possession, all goods of the Client which are currently in its possession and all goods of the Client which may, in the future, come into its possession. The right of possession shall include the right to sell the goods by public auction in the event that such default shall continue for a period of 45 days.

4. Advancement of Funds:

- (a) Upon request by the Customs Broker, the Client shall provide to the Customs Broker, prior to the release of a shipment of the goods imported by the client, sufficient funds to enable the Customs Broker to pay on behalf of the Client all Disbursements that are estimated by the Customs Broker to be payable on such shipment;
- (b) If, at any time, the Customs Broker or Canada Customs determines that additional funds are required with respect to goods imported by the Client, the Client shall upon demand advance such additional funds to the Customs Broker;
- (c) If after payment of Disbursements by the Customs Brokers concerning the goods imported by the Client any balance of funds remains outstanding to the credit of the Client, the Customs Broker shall return to the Client, unless instructed by the Client to the contrary, any remaining balance of funds;

(d) If the Client fails to advance funds to the Customs Broker upon request by the Customs Broker as aforesaid, the Customs Broker shall have no obligation with respect to rendering Services concerning the goods for which advance funds had been requested by the Customs Broker.

5. Duties and Responsibilities of the Client:

(a) The Client shall:

(i) provide to the Customs Broker all information necessary for the Customs Broker to provide the Services set out herein, including all information required to complete Canada Customs documentation and/or data requirements.

(ii) Promptly review all documentation and/or data and notify the Customs Broker of any inaccuracies, errors or omissions found therein and advise the Customs Broker promptly and within the time periods set out in paragraph 7 hereof;

(iii) reimburse, indemnify and save harmless the Customs Broker with respect to any of the matters set out in subparagraph (c) hereof;

(iv) indemnify and save harmless the Customs Broker against any and all actions, claims, suits or demands of any nature whatsoever arising from third party claims which result from inaccuracies, mistakes or omissions in the information and documentation provided to the Customs Broker by the client or its agents and relied upon by the Customs Broker.

(b) The Client warrants that it is the importer, exporter, or owner of the goods for which it has retained the Customs Broker; that it has full power and authority to retain, appoint as attorney and instruct the Customs Broker; and that all information provided to the Customs Broker shall be complete, true and accurate and acknowledges that the Customs Broker shall be relying on such information to provide the services set out herein;

(c) The Client shall be solely liable for:

(i) any and all Disbursements made by the Customs Broker on behalf of the Client;

(ii) any Customs Duties, fines, penalties, interest or other levies imposed by Canada Customs or other Government Departments with respect to the goods imported or to be imported into Canada, or exported or to be exported from Canada, by the Client;

(iii) any loss or damage incurred or sustained by the Customs Broker in relation to the provision of services to the Client herein.

6. Duties and Responsibilities of the Broker:

(a) The Customs Broker shall at all times provide Services in a timely and professional manner in accordance with the generally accepted standards of the Canadian customs brokerage industry and in compliance with all applicable laws and regulations of Canada and any Province or Territory thereof ;

(b) All information pertaining to the Client shall be kept confidential by the Customs Broker and his sub-agent, if applicable, and shall only be released to Canada Customs as required by law, subject to instructions from the Client to the Customs Broker to release the information to third parties;

(c) The Customs Broker shall take all reasonable steps to provide Services in accordance with the instructions from the Client, provided however, that should the Customs Broker reasonably consider that it is in the interest of the Client to depart from the Client's instructions, the Customs Broker shall have the authority to do so and shall be indemnified and saved harmless by the Client for so doing;

(d) The Customs Broker shall provide to the Client in respect of each transaction made on the Client's behalf a copy of the accounting documents and/or data pertaining thereto;

(e) The Customs Broker shall promptly account to the Client for funds received to the extent that these funds are:

(i) for the credit of the Client from the Receiver General for Canada., or

(ii) from the Client by way of advances provided in paragraph 4 hereof in excess of the Disbursements payable in respect to the Client's business with Canada Customs or other Government Departments;

(f) The Customs Broker shall not be liable for any error in judgement or for anything which it may do or refrain from doing or for any resulting or consequential damage or loss caused by the negligence of the Customs Broker or by an act of God or other act or cause beyond the reasonable control of the Customs Broker. The Customs Broker shall not be liable for any failure to provide the Services which is a result of the operation of the applicable laws of Canada or any other country or a change in the policies of Canada Customs.

7. Errors and Omissions:

Any errors or omissions on Canada Customs documents and/or data transmissions must be reported in writing to the Customs Broker by the Client as soon possible but in any event within 10 days of receipt of the documents and/or data. The Customs Broker shall not be responsible for any errors or omissions unless the same are reported to the Customs Broker within the said 10 day period.

8. Termination:

In the event that the Agency Agreement and Power of Attorney is terminated and there are any outstanding matters pertaining to the Client for which the Customs Broker has been engaged by the Client and for which the Customs Broker remains liable, the Agency Agreement and Power of Attorney shall continue in force with respect to such matters until such matters are concluded and payment by the Client to the Customs Broker of such funds as may be required to satisfy all outstanding payment liabilities of the Customs Brokers to Canada Customs and others (including all Fees and Disbursements) has been made by the Client.

9. Governing Law:

These conditions shall be governed by the laws of the Province within Canada, or Territory, within which the Customs Broker has its principal place of business and the Client hereby irrevocably attorns to the Courts of such Province or Territory. The General Agency Agreement and these conditions shall enure to the benefit of and be binding upon the parties and their respective executors, administrators, successors and assigns.

10. Severability:

Each of the clauses of these Standard Trading Conditions is and shall be deemed to be separate and severable and if any provision or part of these conditions is held for any reason to be unenforceable, the remainder of these Standard Trading Conditions shall remain in full force and effect.

Annex A**Canaan Transport Group Inc. Customs Broker Services**

The Customs Broker will provide to the Client import and export related services when requested by the Client and accepted by the Customs Broker. These may include:

- (i) assisting the Client in the preparation of information required by Canada Customs with respect to the importation of goods into Canada by the Client or the exportation of goods from Canada by the Client;
- (ii) presenting information, by any acceptable means, on behalf of the Client to Canada Customs required to release and/or account for the Client's goods including information as may be required for in-bond transportation within Canada;
- (iii) paying requisite Customs Duties and disbursements by or on behalf of the Client and obtaining release of the goods from Canada Customs;
- (iv) making arrangements for delivery of the goods;
- (v) assisting the Client in preparing and presenting information required by domestic and foreign jurisdictions with respect to goods exported from Canada by the Client;
- (vi) providing information and advice concerning the relevant laws and regulations pertaining to the import into Canada and the export from Canada of the Client's goods;
- (vii) providing advice on tariff classification, value for duty, and any other relevant federal or provincial customs requirements;
- (viii) providing advice on federal and provincial tax implications, payment options and any other tax requirements concerning the Client's imported goods;
- (ix) providing advice concerning Customs Duties refunds, drawbacks, and remissions, as well as appeals of tariff classification or value for duty decisions of Canada Customs.
- (x) preparing and filing Customs Duties refunds, appeals, drawbacks and remission applications; all the foregoing at the instructions of and on behalf of the Client;
- (xi) providing advice and assistance to the Client on matters pertaining to the seizure, detention, and forfeiture of goods;
- (xii) providing advice and assistance on all other matters necessary and incidental to the foregoing Services.



STANDARD TRADING CONDITIONS of The Canadian International Freight Forwarders Association, Inc.



**Copyright © May 2010
Adopted May 13, 2010**

STANDARD TRADING CONDITIONS
of The Canadian International Freight Forwarding Association
Association des Transitaires internationaux Canadiens, Inc.
Adopted May 13, 2010

1. ROLE OF FORWARDER (“the COMPANY”)

The Company offers its services on the basis of these conditions that apply to all activities of the Company in arranging transportation or providing related services, such as, but not limited to, warehousing and any other kind of logistics services. The Company may provide its services as either principal or agent. The Company acts as agent of the Customer, except

- (a) where it issues a transport document or electronic record evidencing its obligation for the delivery of goods, or
- (b) to the extent it physically handles goods by its own employees and equipment in the course of performing any service in which cases it acts as principal,

but whether acting as principal or as agent these conditions govern the rights and liabilities of the Customer and the Company.

When determining any rights or liabilities of the Company under these conditions, the word “Customer” shall include the party giving instructions, the shipper, the consignee, and the owner of the goods. Notwithstanding the foregoing, advice is for the Customer only and is not to be furnished to any other party without the Company’s prior written consent. Gratuitous advice and information that is not related to instructions accepted by the Company is provided without liability of any kind, including for negligence.

2. CLAIMS AGAINST OTHERS

These conditions also apply whenever any claim is made against any employee, agent or independent contractor engaged by the Company to perform any transport or related service for the Customer’s goods, whether such claims are founded in contract or in tort, and the aggregate liability of the Company and all such persons shall not exceed the limitations of liability in these conditions. For purposes of this clause the Company acts as agent for all such persons who may ratify such agency at any subsequent time.

3. ROLE AS AGENT

When acting as an agent, the Company acts solely on behalf of the Customer in engaging the services of third parties on the usual terms and conditions on which the third parties offer such services for the carriage, storage, packing or handling of any goods, or for any other service in relation to them, thereby establishing a direct contract between the Customer and the provider of such services capable of being enforced by the Customer as principal, whether or not the Customer is identified in the contract. The Company shall on demand by the Customer provide evidence of any contracts made on its behalf.

4. ROLE AS PRINCIPAL

Where requested by the Customer the Company may

- (a) issue a transport document or electronic record by which it as principal undertakes carriage of particular goods; or
- (b) guarantee in writing proper performance of the terms of any contract between the Customer and a third party whose services the Company has engaged on behalf of the Customer.

Where it issues a transport document or electronic record, or provides a guarantee, the rights and obligations of the Company will be governed by the special conditions therein in addition to these conditions, and in any event the Company is liable only to the same extent as the third party who performs the carriage or guaranteed service, as may be limited by the conditions on which that party customarily offers its services. In the event of any inconsistency with these provisions, the special conditions prevail.

5. SERVICES REQUIRING SPECIAL ARRANGEMENTS

The Customer must give instructions in writing to the Company a reasonable time before the tender of goods for storage or transport where it requests the Company to:

- (a) arrange for the departure or arrival of goods before specific dates;
- (b) arrange for goods to be carried, stored or handled separately from other goods;
- (c) arrange for the transport of goods that may taint or affect other goods, or may harbour or encourage vermin or pests;
- (d) make a declaration of value or special interest in delivery to any carrier or terminal;
- (e) direct carriers or delivery agents to hold goods until payment of any amount or until surrender of a document;
- (f) arrange for the transport of goods of unusual high value, luxury goods, currency, negotiable Instruments or securities of any kind, precious metals or stones; antiques or art; human remains, livestock or plants, or any other comparable cargos.

Where for any reason it does not accept such instructions, the Company must promptly so advise the Customer by any means of communication used in the ordinary course of business. If it continues to use the Company’s services for the contemplated transport after receiving such advice, the Customer assumes all risks connected with the non-performance of such instructions, whether caused or contributed to by the Company’s negligence or not.

6. THE COMPANY’S GENERAL RESPONSIBILITIES

- (A) The Company shall exercise reasonable care in the discharge of its obligations including the selection and instruction of third parties that provide any services engaged on behalf of the Customer.
- (B) The Company shall arrange transport and any related services within a reasonable time after receiving the Customer’s instructions.
- (C) If it has reasonable grounds for departing from any of the Customer’s instructions, the Company can do so without prior authorization from the Customer, but must act with due regard to the interests of the Customer, and, as soon as possible, inform the Customer of its actions and any additional charges resulting therefrom.

7. CUSTOMER’S GENERAL RESPONSIBILITIES

- (A) The Customer shall be deemed to be competent and to have reasonable knowledge of matters affecting the conduct of its business, including terms of purchase and sale, the need for insurance and the extent of coverage available for the type of goods being tendered for shipment, the need to preserve and retain documentation, the need for care to avoid transmitting viruses by electronic communications, the need for confidential handling of information relating to high value goods, and all other matters relating thereto.

(B) The Customer warrants that all information in whatever form relating to the general and dangerous character of the goods, their description, bar-coding, marks, number, weight, volume and quantity of the goods, as furnished by the Customer or on its behalf, was accurate and complete at the time the goods were taken in charge by the Company or any third party whose services it has engaged. The Customer further undertakes to provide independent confirmation of such particulars on the request of the Company.

8. CUSTOMER'S RESPONSIBILITY FOR PACKAGED AND CONTAINERIZED GOODS

(A) Except where the Company has accepted instructions in respect of the preparation, packing, stowage, labeling or marking of the goods the Customer warrants that all goods have been properly and sufficiently prepared, packed, stowed, labeled and/or marked, and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods.

(B) Unless the Company has accepted instructions to arrange for or to perform the loading of a transport unit by its employees, the Customer warrants that:

- (a) the transport unit has been properly and competently loaded;
- (b) the goods are suitable for carriage in or on the transport unit; and
- (c) the transport unit is in a suitable condition to carry the goods loaded therein (save to such extent as the Company has approved the suitability of the transport unit).

9. QUOTATIONS AND INVOICING

A) The Company does not assume a role as principal by providing a fixed price quotation, or by rendering an invoice where the difference between the amounts payable to third parties retained to carry out the Customer's instructions and the fixed price represents the Company's gross profit for its services. A Customer agrees that the Company is an agent as provided in Section 1 where the Customer

- (a) accepts a fixed price quotation, or
- (b) does not within thirty days after receipt of the invoice object to the Company charging a fixed price for its services.

(B) Quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise provided in the quotation the Company may, after acceptance, revise quotations or charges upon notice in the event of changes beyond the Company's control, including changes in exchange rates, rates of freight, carrier surcharges, or any charges applicable to the goods.

10. CHARGES COLLECT SHIPMENTS

When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Customer shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

11. CHANGED CIRCUMSTANCES/FAILURE TO TAKE DELIVERY

If events or circumstances, including a Customer's failure to take delivery, occur that affect performance of the Customer's mandate, the Company shall take reasonable steps to obtain the Customer's further instructions. If for whatever reason it does not receive timely instructions, the Company may

- (a) store the goods at the sole risk and expense of the Customer, or
- (b) sell the goods immediately and without further notice, and hold any net proceeds for the account of the Customer or
- (c) authorize any third party to abandon carriage and make the goods or any part of them available to the Customer at a place that is reasonable in the circumstances.

12. DANGEROUS GOODS

(A) The Customer undertakes not to tender for transportation any goods that are of a dangerous, inflammable, radioactive, hazardous or damaging nature without giving full particulars of the goods to the Company. The Customer undertakes to mark the goods and the outside of any packages or container in which they may be placed to comply with any laws or regulations that may be applicable during the carriage. In the case of goods where the place of receipt is a point within Canada, the Customer further warrants that the goods, the packaging and marking thereof comply in all respects with the provisions of any legislation or regulations governing the transportation of dangerous goods.

(B) If it fails to comply with the requirements of sub-clause (A), the Customer shall indemnify the Company against all loss, damage or expense arising out of the goods being tendered for transportation or handled or carried by or on behalf of third parties retained by the Company.

(C) goods which in the opinion of the Company or the person who has custody or possession thereof are or may become dangerous and present a hazard may at any time or place be unloaded, destroyed or rendered harmless without liability on the part of the Company.

13. INSURANCE

(A) The Customer must give the Company instructions in writing to arrange insurance on its goods a reasonable time before the tender of goods for storage or transport. The Company may carry out these instructions by declaring the value of the goods under an open marine cargo policy taken out by the Company, and, upon request, provide a certificate or declaration of insurance, or other evidence of insurance. The coverage on goods so declared is subject to the terms and conditions of the policy. The Company is not liable if the Customer for any reason whatsoever fails to recover a loss in whole or in part from the insurer under the policy, even though the premium charged by the insurer is different from the Company's charges to the Customer.

(B) If coverage under its open marine cargo policy is not satisfactory, the Company will recommend an insurance broker to arrange insurance appropriate to the Customer's needs. After making this recommendation, the Company has no further duty regarding insurance, and no liability for loss of or damage to the goods during transport or storage that could have been covered by insurance on the goods, whether such loss or damage has been caused or contributed to by its negligence or breach of these conditions, or otherwise.

14. NOTIFICATION OF CLAIMS

The Customer on its own behalf and on behalf of the owner of the goods shall notify the Company in writing of any claim

- (a) in case of loss and/or damage to goods within 7 days of the completion of transit,
- (b) in case of delay in delivery or non-delivery within 45 days of the date when the goods should have been delivered,
- (c) in any other case within 45 days of the event giving rise to the claim.

If a claim was not discoverable by the exercise of reasonable care within the applicable time period, the Customer must give notice forthwith after receiving information as to events that may give rise to a claim. Failing notice as required by this clause, the claim is barred and no action can be brought against the Company to enforce the claim.

15. LIMITATION OF LIABILITY

Compensation for any claim for which the Company is liable shall not in any event exceed 2 SDR (SDR = Special Drawing Rights) per kilo of the gross weight of the goods that are the subject of the claim. Without prejudice to any other conditions herein or other defences available to the Company, in no circumstances whatsoever shall the Company be liable to the Customer or owner for

- (a) consequential or indirect loss, including loss of market, except as provided for in paragraph (b);
- (b) loss of, damage to or consequential or indirect loss caused by delay or deviation in connection with the transport of goods in a sum in excess of twice the difference between the charges invoiced by the Company and amounts paid by the Company to third parties for transport or other service related to those goods;
- (c) amounts in excess of a maximum recoverable of 75,000 SDR's per transaction.

Upon the Customer's written request, the Company may accept liability in excess of these limits provided the Customer pays the Company's additional charges for such increased liability. The Customer can obtain details of these charges from the Company.

16. INDEMNITY

The Customer shall indemnify the Company against all duties, taxes, payments, fines, expenses, losses, claims and liabilities, including without limitation any storage, demurrage, port, or terminal charges and any liability to indemnify any other person against claims made against such other person by the Customer or by the owner

- (a) for which the Company may be held responsible unless caused or contributed to by any negligence or breach of duty of the Company, or
- (b) in excess of the liability of the Company in accordance with these Conditions,

resulting from or connected with the actions of the Company related to any service to which these conditions apply.

17. SET OFF AND COUNTERCLAIM

The Customer shall pay to the Company in cash, or as otherwise agreed, all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set off.

18. RIGHT OF DETENTION AND LIEN

All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies owing either in respect of such goods, or for any particular or general balance or other

monies owed, whether then due or not, by the Customer, sender, consignee or owner of the goods to the Company. If these monies remain unpaid for 10 days after the Company sends notice of the exercise of its rights to these persons by any means of communication reasonable in the circumstances, the goods may be sold by private contract or otherwise at the sole discretion of the Company, and the net proceeds applied on account of the monies owing. The Company will not be liable for any deficiencies or reduction in value received on the sale of the goods nor, will the Customer be relieved from the liability merely because the goods have been sold.

19. TIME BAR

The Company shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months from

- (a) the date of delivery of the goods for claims to damage to goods, or
- (b) the date when the goods should have been delivered for claims for delay in delivery or loss of goods.

With respect to loss or damage other than loss of or damage to the goods, the 9 months period shall be counted from the time when the act or omission of the Company giving rise to the claim occurred.

20. CUSTOMARY REMUNERATION RECEIVED FROM THIRD PARTIES

The Company shall be entitled to be paid and retain all brokerages paid by carriers, commissions, documentation allowances, profits on foreign exchange and other remunerations paid by third parties as is customary in the trade.

21. APPLICABLE LAW AND JURISDICTION

These conditions shall be governed by the laws of Canada and of the province within Canada in which the Company has its principal place of business. By accepting the services provided under these conditions, the Customer irrevocably attorns to the exclusive jurisdiction of the Courts of that province and the Federal Court of Canada.

The Parties agree that where they have used electronic communications to transact in whole or in part any business such communications will be given legal effect in accordance with the provisions (so far as they may be applicable) of the Uniform Electronic Commerce Act as approved by the Uniform Law Conference of Canada.

*Disponible en français
Copyright © May 2010
Adopted May 13, 2010*

www.ciffa.com