

C&D Logistics Ltd.

Standard Terms & Conditions

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These Standard Terms & Conditions (“Conditions”) as well as any additional terms and conditions set out by any Quotes (“Quotes”) provided by C&D Logistics Ltd. (the “Company”) if any, are applicable to all transportation, warehouse, customs brokerage and any other logistics services offered by C&D Logistics Ltd. (“Company”) and any of their divisions or subsidiaries.

Any reference to “the Customer” in these conditions means any party giving instructions to the Company from time to time including, the shipper, the consignee and the owner of the goods.

These conditions govern the rights and obligations of the Company and Customer in all activities engaged by the Company, unless otherwise agreed to. Any agreements that supersede or waive the following conditions, must be expressly agreed in writing to by both the Company and the Customer. In the case where a Service Agreement is silent on any matter, the Conditions will govern. In the case where a Service Agreement and the Conditions conflict, the Service Agreement will govern. In the case where the terms set out in a Quote conflict with the Conditions, the Quote will govern. Where the Quote is silent on any matter, the Conditions will govern.

By engaging the company in any logistics services or advice, the Customer expressly agrees to these Conditions and certifies that the Conditions have been agreed to by an authorized representative of the Customer.

The Company may make changes to the Conditions periodically and without notice. The Conditions are available at www.cdlogistics.ca/conditions or by emailing info@cdlogistics.ca. Conditions are immediately in effect once changed.

1. ROLE, DISCLAIMERS AND GENERAL RESPONSIBILITIES OF COMPANY

a. The Company may provide its services as either principal or agent. The Company acts as agent of the Customer, except

(i) where it issues a transport document or electronic record evidencing its obligation for the delivery of goods, or

(ii) 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.

b. When the Company acts as an agent, the Company assists in establishing a direct contract between the Customer and third-party provider of such services. The Customer agrees to not only the Conditions but also the usual terms and conditions on which the third party offers such services. The Customer acts as the principal in these engagements whether or not the Customer is identified in the contract.

c. Where the Company acts as the principal, the Company is only liable to the same extent as the third party who performs the actual carriage or service. In the event of any conflicts between the conditions on which the third party offers their services, and these Conditions, these Conditions will prevail.

d. Nothing in these Conditions hold the Company obligated to accept Goods tendered by the Customer for services. If the Company agrees to provide services to the Customer, the Company shall exercise reasonable care in providing such services to the Customer, with accordance to these Conditions, including the selection and instruction of third parties engaged in the services.

- e. The Company shall arrange any logistics services within a reasonable time after receiving all necessary instructions from the Customer in writing.
- f. The Company will take reasonable steps to ensure instructions provided by Customer, in writing, will be provided to carriers involved in the services, except when the Company does not agree to such instructions and has informed the Customer. The Customer shall indemnify the Company from any liability relating to the failure to comply with such instructions.
- g. The Company may, with reasonable grounds, depart from the Customer's instructions without prior authorization from the Customer, but must do so in the best interests of the Customer and must as soon as possible inform the Customer of such actions and resulting additional charges. The company will not incur any additional liability as a consequence of such departure.
- h. The Customer shall indemnify and hold the Company harmless from any non-compliance with transit, pick up & delivery appointments dates or times and any transportation delays.
- i. The Customer shall further indemnify the Company from any deterioration of goods during the transport, be it a result of delay in transit or malfunction of equipment, even if the Quote included specific instructions for temperature control.
- j. The Company, its agents and the Carriers will at all times be independent contractors in respect to the Customer. All agents and Carriers will have sole and exclusive control and responsibility over how they and their representatives perform any logistics services. Under no circumstance will agents or Carriers be construed to be in a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship with the Customer or the Company.
- k. Advice or information provided to the Customer by the Company is for the direct 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, carrier or independent contractor engaged by the Company to perform any transport or related services 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. SERVICES REQUIRING SPECIAL ARRANGEMENTS

- a. 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:
 - (i) arrange for the departure or arrival of goods before specific dates;
 - (ii) arrange for goods to be carried, stored or handled separately from other goods;
 - (iii) arrange for the transport of goods that may taint or affect other goods, or may harbour or encourage vermin or pests;
 - (iv) make a declaration of value or special interest in delivery to any carrier or terminal;
 - (v) direct carriers or delivery agents to hold goods until payment of any amount or until surrender of a document;
 - (vi) 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.

b. 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 the Customer 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.

4. 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 must provide all information, instructions and special information necessary for the Company to arrange the transportation and logistics services requested by the Customer. The Customer is responsible for knowing the applicable customs and transportation laws and regulations necessary to comply with all government authorities in the countries involved in the shipment and to complete, provide and purchase; (i) all required documentation to satisfy those regulations and/or (ii) the applicable licenses, permits and authorities.

c. For all logistics services provided by the Company, the Customer must provide details and accurate descriptions of the goods, including but not limited to:

- (i) Dimensions of Goods
- (ii) Weight of Goods
- (iii) Specific Commodity of Goods
- (iv) Restrictions in Transport/Handling of Goods

The Customer warrants that all information, in whatever form, provided to the Company is accurate, and indemnifies the Company from any fines, additional charges, or legal action levied by any party against the Company due to the inaccuracy of the information.

d. Goods tendered by the Customer to the Company must not contaminate, taint, corrode or otherwise damage the quality or condition of other Goods being transported or the trailer/ container used in the transportation.

e. The Customer warrants that it is the owner or the authorized agent of the owner of the Goods tendered to the Company for the services, and has the authority to and does accept the Conditions on behalf of itself and all other persons or entities involved in the transportation of the goods.

f. 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. The Customer further warrants that the goods are appropriate for transport in or on the trailer provided and acknowledges that the trailer is in suitable conditions for transportation.

g. For transportation on the intermodal network, the Customer warrants that the goods will be loaded, blocked and braced within the container in a manner to prevent shifting during transport, and the container sealed per the applicable industry standards or government regulations, as requested by the carrier. The weight of the goods and the container must not exceed weight limitations and be stated on the customer's shipping instructions. Acceptance of the shipment by the Company or Carrier does not waive the Customer's obligations to comply with the foregoing.

h. The Customer agrees to comply with all relevant laws, including for clarity, all export control and trade sanctions laws imposed by the jurisdictions in which the logistics services are being provided, whether such services are being provided by the Company or an Agent, as the case may be. The customer warrants that neither itself, its directors, officers or subsidiaries are designated or sanctioned parties. The Company reserves the right to refuse or release any order that appears to involve goods, countries, regions or parties subject to sanctions, at the determination of the Company or regulatory bodies. The Customer will indemnify the Company for any loss caused by the Customer's instructions which lead to a breach of jurisdiction specific law, rule or regulation.

i. The Customer agrees to review and utilize the Bill of Lading provided by the Company and will indemnify and hold the Company harmless for any additional charges that result from the incorrect Bill of Lading used, or charges resulting from the information on the Bill of Lading being inaccurate.

5. QUOTATIONS AND INVOICING

a. Quotes provided to the Customer are based on immediate acceptance. All Quotes are subject to withdrawal or revisions by the Company. The Customer shall be responsible for all additional charges, including but not limited to detention, demurrage, accessorial charges etc. unless the charges are as a result of the Company being unable to satisfy the Services in accordance to the Customer's instructions outlined in the original Quote. The Customer will be liable for all charges as a result of changes to its instructions or issues beyond the Company's control, including foreign exchange rates, carrier surcharges or any charges applicable to the goods.

b. The Customer shall in writing agree to the most recent Quote provided by the Company. All rates negotiated must be confirmed in writing by the Company. If a shipment is tendered, without a prior quote, based on the instructions of the Customer, the Customer shall accept the rate determined by the Company.

c. The Company shall invoice the Customer for its services, with the invoice date based on the day of Pick Up, for the amount totalling the freight charges, provisions, and additional charges set forth in the Quote provided to the Customer, or the Service Agreement. The Company is entitled to impose accessorial charges where additional services are utilized by the customer. All accessorial charges are available upon request.

d. In many circumstances, the Company will invoice the Customer prior to receiving an invoice from the Carrier. Upon reviewing the charges on the Carrier Invoice, the Company reserves the right to adjust the invoice for additional charges.

e. All quotes provided do not include customs brokerage, duties or customs taxes, unless otherwise stated. Charges that arise due to delays for incorrect documentation or government inspections will be the sole responsibility of the Customer.

f. All Quotes provided are based on the specified currency indicated on the quote. If no currency is listed, all quotes are based in US Dollars. All quotes and additional charges do not include any state, provincial, federal or harmonized sales taxes. The Customer shall be liable for all taxes, duties or charges relating to its shipment.

g. All invoices provided by the Company shall be paid within the expressly agreed to terms set out on a Service Agreement. If no such agreement exists, the terms of payment are net 30 days from the Invoice Date, all payments are due in full without deduction or setoff. The Company will apply payments on the specified invoices, regardless of earlier unpaid invoices. Any overdue invoices are subject to interest at 2% per month, or 26.8% per annum, on the outstanding balance plus collection costs.

h. The Customer must notify the Company in writing of any disputes regarding invoices within 30 days of the Invoice Date. The Customer will be deemed to have accepted the invoice in full and waive any and all claims or defenses to paying such invoice after the foregoing time period.

6. CHARGES COLLECT SHIPMENTS

At no time will the Company accept or handle any goods with instructions to collect freight charges, duties, charges or other expenses from the consignee or other persons. All shipments arranged on behalf of the Customer will be the responsibility of the Customer for payment to the Company within the terms outlined.

7. CHANGED CIRCUMSTANCES/FAILURE TO TAKE DELIVERY

If events or circumstances, including a Customer's or consignee'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, or the instructions provided by the Customer are, at the discretion of the Company, impractical, the Company may;

- (i) store the goods at the sole risk and expense of the Customer, or
- (ii) sell the goods immediately and without further notice, and hold any net proceeds for the account of the Customer or
- (iii) authorize any Carrier 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.

Where the shipment is refused or remains unclaimed at any destination or is returned to the shipper, the Customer will pay in full all charges and expenses in connection to non-delivery, or the return of Goods as the case may be.

8. DANGEROUS GOODS

a. The Customer shall not tender any goods to the Company that are of a dangerous, flammable, radioactive, hazardous or damaging nature without providing advanced notification to the Company and providing all necessary instructions and descriptions. The Customer must ensure that all regulations, documentation, marking and labels be complied with and provided to the Company, it's Carriers and agents ahead of, or at the time of pick up. The Customer warrants that the goods will be packaged and marked to comply with any legislation or regulations governing the transportation of dangerous goods.

b. If the Customer fails to comply with any regulations governing the transportation of dangerous goods, the Customer shall indemnify the Company against all loss, damage or expenses arising out of the goods being transported or handled by any Carriers, including fines levied by regulatory bodies for non-compliance.

c. At the discretion of the party transporting or handling the goods, in the event that shipments become dangerous, or present a hazard to the party, that party may unload, destroy or render

harmless the goods, without prior notification to the Customer, and without any liability on the part of the Company.

9. CUSTOMS SERVICES

- a. The Company is not a Customs Broker and does not provide any customs advice to the Customer. All Customs Services or information provided by the Company is on the basis that the Company acts as a Third Party Agent, and is delivering information to the Customer directly from the Company's Customs Brokerage Partner.
- b. The Customer is responsible for immediately producing all documentation required, by any government regulatory body, for the timely clearance of the shipment, upon providing instruction to the Company for customs services. The Company will not, under any circumstance, complete the customs documentation on behalf of the Customer and will not be liable for any information on the documentation or delays and charges as a result of missing or delayed documentation.
- c. The Customer warrants that all information and documentation provided to the Company regarding any Customs information be complete and accurate and that it will immediately advise the Company of any errors, omissions, discrepancies or otherwise incorrect statements provided to the Company. The Customer understands that the submission of incorrect or incomplete information or documentation may result in severe regulatory fines and penalties or sanctions and delays in transportation. The Customer is solely responsible for all such fines, penalties, sanctions and delays.
- d. The Customer agrees to the Terms and Conditions set out by any third-party Customs Brokerage Partners involved in the Customs services provided by the Company.
- e. The Customer will indemnify and hold the Company harmless of all claims resulting from any Customs services provided by the Company. As an Agent, the Company only relays information between the Customs Brokerage Partner and the Customer. All service contracts are established directly between the Customs Brokerage Partner and the Customer. All Claims must be sent directly to the Customer Brokerage Partner that completes the Customs Services in accordance with their Terms and Conditions.

10. WAREHOUSING SERVICES

- a. The Company does not own any Warehouse assets and provides Warehousing services as an Agent, regardless of any transportation documents rendered. The Customer agrees to these Conditions, as well as the regular Terms and Conditions of the Third-Party Warehouse.
- b. The Customer will ensure that all goods for the purpose of warehousing is properly marked and packaged for storage and handling. The Customer must provide the Company with a manifest showing all marks, brands or sizes to be kept and accounted for separately and all storage or handling instructions. The Customer must ensure that all instructions provided are in accordance with any government regulations or provisions regarding the handling of the stored goods.
- c. With respect to imported goods for storage, the Customer maintains to be the importer of record and will be solely responsible for all duties, taxes and fees relating to these goods.
- d. At no time will the Company be listed as a Party with interest or "in care of" the goods. The Third-Party Warehouse will only act, at most, as a "in care party" and also will not hold any interest or beneficial title in the goods.
- e. Any loss, damages or misdirection of goods resulting from utilizing the Company's warehousing services will be dealt with in accordance to the Terms and Conditions of the Third-Party Warehouse.

The Company will not be liable for any damages, loss or additional charges, above and beyond those the Third-Party Warehouse will be responsible for.

f. The Company reserves the right to move the Stored Goods, at its expense, from the current warehouse to a new warehouse location for any reason, with 15 days written notice to the Customer. The Company may, with 30 days written notice, require the Customer to remove the Goods from storage prior to the end of the 30 days. At the end of the 30 days, should the Goods not be removed, the Company may sell or dispose of the Goods.

g. The Customer or Company may terminate the warehouse services with 30 days written notice. Upon the Termination of the warehouse services, the Customer agrees to remove the Goods from the Third-Party Warehouse on or before the termination date. At the discretion of the Company, the Customer may be required to pay all balances on the Customer's account, prior to the release of the freight.

11. CARGO INSURANCE

a. Cargo Insurance covering physical damage is provided to the Customer by the Company as a value-added service upon written instructions from the Customer to the Company for such services. The Company is not liable to purchase additional insurance on behalf of the Customer without such instructions. The Company may at times, as a requirement, request that the Customer insure the shipment at the Customer's cost, in instances including but not limited to; (i) a high value shipment, (ii) commodity of the shipment. All Insurance provided, whether requested by the Customer or required by the Company, will be at an additional charge to the Customer, unless otherwise noted. The Company agrees to arrange the insurance of the Goods within a reasonable time after the goods are tendered for transport. All Insurance provided by the Company is subject to the terms and conditions and policies of the Insurance Broker and Underwriter.

b. The Customer warrants that the information provided for the purposes of insurance, including but not limited to; (i) how the Goods are packaged, (ii) the value of the Goods, and (iii) the detailed description of the Goods, is complete and accurate. In the event the information is found to be invalid, the Insurance Policy provided will immediately become null and void.

c. Should the Cargo Insurance be null and void due to invalid information. The cost of the Cargo Insurance will still be invoiced to the Customer for payment.

d. 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. The Customer will be solely responsible for the payment of the deductible as outlined in the terms and conditions of the policy.

e. Should the Customer determine that the policy offered by the Company be unsatisfactory for its needs, the Company may, at no risk to itself, recommend another insurance broker to arrange appropriate coverage. After such recommendation, the company has no further duty regarding insurance.

f. If the Customer does not provide instructions to the Company to apply insurance, the Company, its employees, agents, Carriers and independent contractors involved in the transportation will only be responsible up to the provisions set forth in Section 12 of these conditions.

12. NOTIFICATION OF CLAIMS AND LIMITATIONS OF LIABILITY

- a. Under no circumstances will the Company be liable for any claims for loss, damage to Goods, or delay and failure to delivery of Goods, whatsoever, except when the damages or loss are a direct result of the Company's negligence or willful misconduct. The liability of the Company, if any, will be limited in accordance with these Conditions.
- b. In the events of Claims related to loss, damage, delay, non-delivery or any other events giving rise to the claim, the Company's sole responsibility is to act as the facilitator between the Customer and the Third Party, Carrier or Independent Contractor that performed the Services. The Carrier's maximum liability is subject to applicable convention, law or regulations and may be further limited by the Carrier's Terms and Conditions of service. The Customer hereby understands and agrees that the Carrier may limit their liability or the Customers ability to recover damages or losses, and the Company is under no obligation to ensure the Carrier, Agent or Independent Contractors, accept responsibility for loss, damage, delay or any claims in respect to the Goods, or as a result of the transportation and services offered.
- c. The Customer on its own behalf and on behalf of the owner of the goods shall notify the Company in writing of any claim;
- (i) in case of loss and/or damage to goods, within 7 days of the completion of transit,
 - (ii) in case of delay in delivery or non-delivery, within 30 days of the date when the goods should have been delivered,
 - (iii) in any other case, within 45 days of the event giving rise to the claim.
- d. All claims for customs services or warehouse services will need to be filed in a timely period in accordance to the carrier's, agent's or independent contractor's terms and conditions.
- e. If a claim was not discoverable by the Customer, under reasonable circumstances within the foregoing time periods, the Customer must give notice immediately upon receiving information that may give rise to a claim. Failing to provide such information, or to claim within the required time periods, will result in the claim being barred and no action can be brought against the Company to enforce the claim.
- f. Regardless of the liability determined in the Third Party's, Carrier's or Independent Contractor's terms and conditions, the maximum liability will be \$2.00 per pound based on the currency of the Consignee's location, to a maximum of \$10,000 per transaction. The Third Party's, Carrier's or Independent Contractor's terms and conditions may further limit this liability.
- g. Neither the Carrier, Agent, Independent Contractors or Company be liable for:
- (i) Goods damaged due to packaging, loading, unloading, blocking, bracing or securing of the Goods,
 - (ii) Goods damaged due to inherent vice or defect of Goods, including but not limited to; rusting of metals, swelling of wood, deterioration of perishable products or damages caused by extreme weather conditions
 - (iii) Goods damaged due to force majeure
 - (iv) Goods damaged due to a lack of instruction or an error in instruction provided by the Customer, Owner of the Goods and Consignee
 - (v) the loss or damage of Goods that violate any applicable regulations or laws due to the failure of the Customer to disclose such handling or transport regulations or laws.
 - (vi) the loss or damage of Goods due to the Goods exceeding the weight limitations set forth by regulatory bodies
 - (vii) Goods stopped during transit at the request of the Customer

The Customer will indemnify and hold the Company, its Carriers, Agents and Independent Contractors harmless for any claims for loss, damages and delay to Goods, that arise due to the foregoing.

h. Upon delivery, if the cargo shows any evidence which could give rise to potential or obvious damage to cargo, the Customer is required to sign the documentation as 'Damaged' and retain a copy of the documentation. The Customer must also notify the Company promptly of such damages. Failure to notify the Company will waive all of the Company's liability for the Customer's Claim for damages or loss. The Customer or the Consignee must preserve and make available to the Carriers, Agents or Independent Contractors all damaged Goods, the packaging, blocking, and bracing. Failure by the Carrier, Agent or Independent Contractor to inspect the goods is not an admission of liability.

i. For any international ocean or air shipments, the maximum liability will be 2 Special Drawing Rights (SDR) per kilogram. All other provisions for claims will be in accordance with these Conditions.

j. In case of a Claim for loss or damage to Goods, the Customer agrees that no setoff or withholding outstanding invoices is permitted, and the Customer will pay such invoices in full. Furthermore, the failure to pay the invoice shall be a breach of these Conditions and the Company shall be at liberty to commence an action against the Customer.

13. INDEMNITY

a. Except for instances of claims for loss or damage of Goods outlined in these Conditions, the Customer will indemnify and hold the Company, its Employees, Agents, Carriers and Independent Contractors, harmless of any and all claims, duties, taxes, payments, fines, expenses, losses and liabilities arising out of any services provided to the Customer by the Company, regardless of whether those claims, duties, taxes, payments, fines, expenses, losses and liabilities come from the Customer, the Owner of the Goods or any Third Party.

b. In the event that a claim arises due to the negligence or intentional misconduct of the Company, or its employees, or by violation of applicable laws or regulations by the Company or its employees, the Company will not be liable for any consequential, punitive or special damages as a result of the negligence or wrongful conduct.

c. In the event that a claim arises due to the negligence or intentional misconduct of any Agents, Carriers or Independent Contractors utilized by the Company for its services, the Customer shall indemnify the Company of all claims, duties, taxes, payments, fines, expenses, losses and liabilities. All claims of such nature shall be handled in accordance to Section 12 of these Conditions.

14. 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.

15. RIGHT OF DETENTION AND LIEN

a. 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. The Company reserves the right to require the Customer to pay in advance, all charges related to the shipment.

b. If outstanding amounts remain unpaid 14 days after the Company sends notice of its right of detention or lien, the Goods may be sold at the discretion of the Company and net proceeds be applied to the monies owed to the Company. 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.

16. 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

- (i) the date of delivery of the goods for claims to damage to goods, or
- (ii) 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.

17. 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.

18. FORCE MAJEURE

Neither the Company, its Employees, Agents, Carriers or Independent Contractors will be responsible for the delay in transit, damage of goods or failure to perform the Services, at any time in which the performance is prevented by:

- (i) Fire, explosion, acts of God, floods, hurricanes, tornadoes, earthquakes, severe weather conditions, or natural disasters,
- (ii) Strike, lockout, labor shortages or disturbances,
- (iii) War, terrorism, embargo, quarantine, riot, or civil disobedience,
- (iv) Hijacking, robbery, or other crimes affecting the transport
- (v) Congestion, derailment or service issues affecting the Carriers,
- (vi) Closing or disruption of affecting highways, rail networks, ports, air traffic or other transportation networks
- (vii) Acts of any Government Authority or Customs Agencies
- (viii) Acts of errors or omissions of the Customer
- (ix) Any other cause outside of the reasonable control of the Company, its Employees, Agents, Carriers or independent Contractors.

The Company will provide notice within a reasonable time to the Customer of such delays or issues that affect the performance of services.

19. APPLICABLE LAW AND JURISDICTION

These Conditions shall be governed by the laws of Canada and the Province of British Columbia. By accepting the services provided under these Conditions, the Customer irrevocably attorns to the exclusive jurisdiction of the Courts of British Columbia 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.