

**TERMS AND CONDITIONS OF COMMERCE OF
RSB INTERNATIONAL FREIGHT FORWARDING INC.**

1. DEFINITIONS

In these Terms and Conditions:

- 1.1 “**Agreement**” means the agreement between Company and Customer for the engagement of the Company’s Services on these Terms and Conditions and the Quotation issued by the Company for the Services;
- 1.2 “**Applicable Laws**” means any foreign, national, international, federal, state, provincial, municipal or local law, statute, rule, case law, by-law, ordinance, treaty, convention or regulation, or any official directive, order, notice, judgment or decree, of any government, tribunal, court, or Government Authority, any Permit requirements or any policy, guideline, guidance, code or other instrument having the force of law applicable (now or in the future) to the Services, the performance by either Party of its obligations under these Terms and Conditions and Agreement, or to the transportation (whether direct or indirect), exportation, importation, movement, storage, or distribution of the Goods in any way;
- 1.3 “**Attorney’s Fees**” shall include the sums spent by Company on legal fees along with the court costs, disbursements, expert fees, investigation costs and other costs incurred by Company;
- 1.4 “**Cargo Transport Unit**” shall mean an intermodal container, crate, portable tank or other means of containment in which goods are stowed for carriage and includes closed or open units;
- 1.5 “**Claim**” means any demand, action, investigation, inquiry, suit, proceeding, claim, assessment, judgment, settlement, or compromise;
- 1.6 “**Company**” shall mean RSB International Freight Forwarding Inc. and will include its agents and/or representatives;
- 1.7 “**Customer**” shall mean the party providing instructions and for which Company is rendering the Services, as well as the principals (where such party acts as agent), agents and/or representatives of such party, including shippers, importers, exporters, secured parties, buyers and/or sellers, shipper’s agents, insurers and underwriters and consignees as well as anyone else with an interest in the Goods;
- 1.8 “**Goods**” means the cargo tendered by the Customer for which Services have been provided and specifically include Class 7 Radioactive Materials, as defined by the TDGA;
- 1.9 “**Government Authority**” means any governmental agency or other governmental authority, regulatory body, or instrumentality, including international, foreign,

federal, state, municipal, and local authorities having jurisdiction or authority over the Parties hereto, the Goods, the Services, the transportation (whether direct or indirect), exportation, importation, movement, storage, or distribution of the Goods in any way, or any matter covered by or related to these Terms and Conditions and Agreement;

- 1.10 “**Losses**” means all losses, damages, liabilities, duties, taxes, expenses, claims, actions, causes of action, legal, administrative or regulatory proceedings, judgments, orders, awards, payments, fines, penalties, settlements, interest, costs, or expenses of any kind, including reasonable Attorney’s Fees, storage, demurrage, port, or terminal charges and expenses, and all costs of enforcing any right to indemnification under these Terms and Conditions;
- 1.11 “**Ocean Transportation Intermediaries**” (“**OTI**”) shall include an ocean freight forwarder and a non-vessel operating carrier / co-loaders;
- 1.12 “**Party**” means either of Company or the Customer, and “**Parties**” means Company and the Customer together;
- 1.13 “**Permits**” means any temporary and/or permanent permits, approvals, authorizations, licenses, notices, customs documents, certificates, inspection fees, surcharges and other approvals required for performance by either Party of its obligations under these Terms and Conditions and Agreement, including the transportation, exportation, importation, movement, storage, and distribution of the Goods;
- 1.14 “**Quotation**” means the purchase order issued by Company or Company’s quotation for services between Company and Customer for the engagement of the Company’s Services, to which these Terms and Conditions are incorporated by reference;
- 1.15 “**Services**” means the services described and defined at Section 0 of these Terms and Conditions;
- 1.16 “**TDGA**” shall mean the *Canadian Transportation of Dangerous Goods Act, 1992*, S.C. 1992, c. 34, the *Transportation of Dangerous Goods Regulations*, SOR/2001-286 any other Applicable Laws relating to the carriage, storage or handling of dangerous goods or hazardous materials including any equivalent provincial act or regulation;
- 1.17 “**Terms and Conditions**” means the terms and conditions contained and agreed to herein as published on the Company’s website and as may be modified from time to time; and
- 1.18 “**Third parties**” shall include the following: carriers, trucking companies, freight forwarders, OTIs, customs brokers, agents, warehousemen and others to which the

Goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

2. CONTRACT

2.1 These Terms and Conditions constitute a legally binding contract between the Company and the Customer and shall apply to all transactions (including the Services) with the Company. By accepting a Quotation or by tender of Goods to Company, the Customer hereby irrevocably agrees to be bound by and acknowledges receipt, review, understanding, and acceptance of these Terms and Conditions. Company reserves the right to revise and update these Terms and Conditions from time to time by posting the revised Terms and Conditions at the website link indicated on the Quotation, and the Customer hereby further agrees to be bound by such Terms and Conditions as revised, and the Customer will be deemed to have accepted such revised Terms and Conditions by acceptance of any Quotations following the revisions to these Terms and Conditions.

2.2 Where Customer is entering into this contract on behalf of another party (including a corporation, other legal entity, or person), Customer irrevocably represents and warrants to Company that Customer has the necessary and sufficient authority to bind such party and such party's affiliates to these Terms and Conditions. Customer agrees that Customer will be jointly and severally liable with such parties.

3. COMPANY AS AGENT

Company offers its services on the basis of these Terms and Conditions that apply to all activities of Company in arranging transportation of the Goods or providing related services including the Services. Customer hereby appoints, and Company will act, as the agent of the Customer for the purpose of performing duties in connection with the Services.

4. CLAIMS AGAINST OTHERS

These Terms and Conditions also apply whenever any Claim is made against any employee, agent, mandatary or independent contractor engaged by the Company to perform any transport or related service for the Customer's Goods, whether such Claims allege a breach of contractual or delictual obligations are founded in contract, bailment or in tort, and the aggregate liability of the Company and all such persons shall not exceed the limitations of liability in these Terms and Conditions. For purposes of this Section, the Company acts as agent for all such persons who may ratify such agency at any subsequent time.

5. SERVICES

Customer engages Company to acts as the agent of the Customer for the purpose of performing duties in connection with retaining the services of carriers of Goods by road and ocean, auditing of Third party invoices, the entry and release from Carriers of Goods and post entry services on behalf of the Customer (the "**Services**").

6. SERVICES REQUIRING SPECIAL ARRANGEMENTS

- 6.1 The Customer must give instructions in writing to the Company a reasonable time before the tender of any of the Goods requiring special arrangements, including where it requests 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) make a declaration of value or special interest in delivery to any carrier or terminal;
 - (d) direct carriers or delivery agents to hold goods until payment of any amount or until surrender of a document.
- 6.2 If the Company accepts such instructions, which it can refuse at its sole discretion, it will 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 the Company has refused acceptance of the Customer's instructions, the Customer assumes all risks connected with the non-performance of such instructions, whether caused or contributed to by the Company's negligence (or fault) or not.

7. THE COMPANY'S GENERAL RESPONSIBILITIES

- 7.1 Company shall render and perform the Services in good faith and in accordance with industry standards.
- 7.2 The Company shall arrange transport and any related services within a reasonable time after receiving the Customer's instructions.
- 7.3 Advice is for the Customer only and is not to be furnished to any other party without Company's prior written consent. Gratuitous advice and information that is not related to instructions accepted by Company is provided without liability of any kind, including for negligence or gross negligence.
- 7.4 Except where Company has explicitly accepted instructions in respect of arranging for customs brokerage services, the Customer shall be solely responsible for the customs clearance of the Goods, payment of any applicable customs duties, the securing of Permits (including export or import licenses and permits and the filing of export documentation relating to the Goods) and other dealings with Government Authority.
- 7.5 If it has reasonable grounds for departing from any of the Customer's instructions, Company can do so without prior authorization from the Customer (and in that

regard Company is hereby specifically authorized by Customer to do so), but Company 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

- 7.6 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 storage, packing, handling, transportation and delivery of any Goods, or for any other service in relation to them. Company shall on demand by the Customer provide evidence of any contracts made on behalf of Customer.
- 7.7 Unless Services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of Third parties.
- 7.8 Advice by Company that a particular person or firm has been selected to render services with respect to the Goods shall not be construed to mean that Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions and/or inaction(s) of such Third parties and/or its agents, and Company shall not be liable for any delay, damage or loss of any kind, which occurs while a shipment of Goods is in the custody or control of a Third party or the agent of a Third party
- 7.9 Customer agrees not to bring any Claim in connection with the act of a Third party against the Company or the Company's insurers in their capacity as the insurers of the Company.

8. CUSTOMER'S GENERAL RESPONSIBILITIES

- 8.1 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, sensitive, and Class 7 dangerous goods (as defined in the TDGA), and all other matters relating thereto.
- 8.2 Except where Company has explicitly accepted instructions in respect of the preparation, packing, stowage, labeling or marking of the Goods, Customer represents and warrants that all Goods have been properly, safely, and sufficiently prepared, packed, stowed, labeled and/or marked, and that the preparation, packing, stowage, labeling and marking are safe and appropriate (and in compliance with all Applicable Laws) to any operations or transactions affecting the Goods and the characteristics of the Goods. For greater certainty, Customer represents and

warrants that the Goods are in full compliance with Applicable Laws for their intended movement and transportation.

8.3 Without limiting the generality of Section 8.1, above:

- (a) the Customer warrants that the Goods have been packed, marked, labelled and placarded in conformity with the requirements of Applicable Laws including the TDGA and the Canadian Nuclear Safety Commission (“CNSC”) including CNSC Transportation Security plans, as the case may be;
- (b) the Customer is responsible for timely communication of and warrants the accuracy of the verified gross mass (VGM) of the package(s) and or the transport unit and the identity of the duly authorized person so verifying. The Customer shall maintain documentation evidencing measurement of VGM as required by Applicable Laws.

8.4 Unless Company has accepted instructions to arrange for or to perform the loading of a Cargo Transport Unit by its employees, the Customer warrants that:

- (a) the Cargo Transport Unit has been properly and competently loaded;
- (b) the Goods are suitable for carriage in or on the Cargo Transport Unit; and
- (c) the Cargo Transport Unit is in a suitable condition to carry the Goods loaded therein, including any requirements that the TDGA imposes on means of containment.

8.5 Reliance on Information Furnished and Representations Made by Customer:

- (a) 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 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 Company;
- (b) Customer acknowledges that it is required to review (and is expected to have reviewed) prior to tendering the Goods, all documentation including documents and declarations prepared and/or filed with Government Authority and/or Third parties, and will immediately advise Company of any errors, discrepancies, incorrect statements or omissions on any documentation (including specifically any declaration) filed on Customer’s behalf;

- (c) In preparing and submitting documentation and/or export data to a Third party, Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer. Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Company harmless from any and all Claims asserted and/or liability or Losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which Company reasonably relied including any representations made by Customer in this Agreement. The Customer agrees that Customer has an affirmative non-delegable duty to disclose any and all information required to transport, move, import, export, handle, or enter the Goods.

9. REPRESENTATIONS AND WARRANTIES ON AUTHORITY

9.1 By Customer

Customer represents and warrants that it has the right and authority to contract with Company for the Services contemplated by this Agreement. In tendering the Goods to Company under this Agreement, Customer warrants that it is either the owner, or the authorized agent of the owner, of the Goods, and enters into this Agreement not only for itself but also as agent, and on behalf, of the owner.

9.2 By Company

Company represents and warrants that it has the full and unrestricted right, power and authority to enter into this Agreement and to perform its obligations and provide the Services, facilities, and resources described in this Agreement in accordance with these Terms and Conditions.

10. QUOTATION, RATES, COMPENSATION, INVOICING AND PAYMENT TERMS

- 10.1 For greater certainty, it is understood and agreed by Customer that 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 Company's gross profit for the Services. Customer agrees that Company is an agent as provided in Section 0 of these Terms and Conditions including in circumstances where the Customer (a) accepts a fixed price quotation, or (b) does not within thirty days after receipt of the invoice object to Company charging a fixed price for the Services.
- 10.2 Quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision by way of revised Quotation. Unless otherwise provided in the quotation, and in addition to any other modification rights set out in the Quotation, Company may, after acceptance, revise quotations or charges upon notice in the event of changes beyond Company's control, including changes in

exchange rates, rates of freight, carrier surcharges, or any charges applicable to the Goods.

- 10.3 The Customer shall be solely responsible for any and all expenses, fees, and costs incurred in connection with performance of the Services.
- 10.4 The compensation of Company for the Services shall be included with and is in addition to the rates and charges of all Third parties and other agencies selected by Company to transport and deal with the Goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by Company from Third parties, insurers and others in connection with the shipment of Goods.
- 10.5 Company shall be entitled to be paid and retain all brokerages paid by Third parties, commissions, documentation allowances, profits on foreign exchange and other remunerations paid by Third parties as is customary in the trade.
- 10.6 The Customer will be deemed to have irrevocably accepted the charges set out in an invoice if the Customer does not within thirty days after receipt of the invoice object to Company's charges.
- 10.7 The Customer shall pay to Company all sums immediately when due without reduction or deferment on account of any Claim, counterclaim, right of compensation or set off against amounts owed to Company.
- 10.8 All overdue amounts shall bear interest, compounded monthly, at the rate of 2% per month (26.84% per annum) from the date each amount became due. Any waiver by Company of accrued interest on a particular invoice shall not be construed as a waiver of its right to impose such interest on other invoices.
- 10.9 The Customer agrees to pay the Attorney's Fees incurred by Company in collecting any overdue amount, including the costs associated with the enforcement of Company's lien.
- 10.10 All sums remitted by the Customer or recovered by Company, shall be applied to the expenses of collection and/or litigation, including Attorney's Fees first, followed by interest accrued on overdue amounts and then to the oldest invoices.

11. CHANGED CIRCUMSTANCES / FAILURE TO TAKE DELIVERY

- 11.1 If events or circumstances, including a Customer's failure to take delivery, occur that affect performance of the Customer's mandate or Services, Company shall take reasonable steps to obtain the Customer's further instructions. If for whatever reason it does not receive timely instructions, (a) where dangerous goods are involved, Company will abide by Applicable Laws in respect of reporting such failure to take delivery to Government Authority (and at Customer's sole expense and liability) and (b) for all other types of Goods, Company may (and is hereby

specifically authorized to do so if Company so requires), where circumstances allow:

- (a) store the Goods at the sole risk and expense of the Customer;
- (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

12.1 The Customer recognizes that the Goods may include dangerous goods such as Class 7 dangerous goods, and that such Goods are subject to stringent requirements relating to documentation, labelling, marking, placarding and means of containment. The Customer is solely responsible to ensure compliance with these requirements along with all Applicable Laws relating to these Goods. Without limitation to any other obligations set out in these Terms and Conditions or elsewhere in the Agreement, the Customer warrants and undertakes:

- (a) that the Goods can be carried by water and by road on the routes proposed by Company;
- (b) to procure, prior to tendering the Goods for carriage, and maintain for the duration of the Services, any Permits required for the export or import of the Goods;
- (c) to provide a shipping document in French or English which sets out all of the information required under the TDGA and all Applicable Laws. The Customer further warrants the accuracy and completeness of the information on the shipping document;
- (d) where required by the TDGA, that an approved emergency response assistance plan for the Goods is in place for the duration of the Services;
- (e) to ensure that the Goods bear the required Dangerous Goods Safety Marks in accordance with the specifications of the TDGA and Applicable Laws;
- (f) that any packages, container or other small or large means of containment in which Goods are stowed comply with the requirements of the TDGA and Applicable Laws and are adequate for the entire duration of the Services contemplated;

- (g) that the outside of any small or large means of containment in which Goods are stowed bear the placards and labels required under Applicable Laws; and
- (h) in the case of Goods where the place of receipt is a point outside Canada, that the Customer further warrants that the Goods, the documentation, the packaging, placarding and marking thereof comply in all respects with the provisions of all Applicable Laws including, for greater specificity, any legislation or regulations governing the transportation of dangerous goods in those jurisdictions.

12.2 If Customer fails to comply with the requirements of Section 12.1 above (or any other requirements of Applicable Laws in that regard), the Customer shall indemnify and hold harmless Company against all Claims and Losses in connection with the Services including Goods being tendered for transportation, handled, stored, moved, or carried by or on behalf of Third parties retained by Company.

12.3 Customer agrees that Goods, which in the opinion of Company or the person who has care, custody, control, or possession of the Goods present a hazard may at any time or place be unloaded and/or reported to Government Authority, where or as required by Applicable Laws, for further handling to be rendered harmless, all at sole expense and liability of the Customer.

13. INSURANCE

13.1 The Customer acknowledges that Goods which are deemed to be Class 7 dangerous goods (or other categories of applicable dangerous goods) pursuant to the TDGA and Applicable Laws, may not be covered by standard marine and road cargo insurance policies. The Customer warrants and represents that prior to tendering the Goods for handling, storage, or transportation, Customer has obtained and will maintain for the duration of the Services, with one or more insurance companies rated A-minus or better, insurance of the kinds and in at least the amounts specified below:

Marine Cargo insurance on the basis of Institute Cargo clause A conditions	one hundred and ten percent (110%) of the invoice value of the Goods
Cargo insurance for carriage by road	one hundred and ten percent (110%) of the invoice value of the Goods
Liability Insurance (endorsed to include contractual liability for loss or damage to property in the care, custody, or control of third parties):	Minimum industry standard limit involving Class 7 Radioactive Materials (as defined by the TDGA) cargo per occurrence for bodily injury, pollution coverage, including sudden and accidental pollution and property damage combined single limit, or the requirements

	under Applicable Laws, whichever is greater, for the movement of any dangerous goods cargo including Class 7 Radioactive Materials (as defined by the TDGA.)
Environmental and Class 7 DG Liability Insurance	Minimum industry standard limit involving movement of dangerous goods including Class 7 Radioactive Materials (as defined by the TDGA.)

(Collectively, “**Insurance Coverages**”)

13.2 General Provisions Applicable To the Foregoing Insurance Coverages

- (a) Dangerous Goods: The Insurance Coverages shall cover, by endorsement or otherwise, Class 7 dangerous goods (as defined by the TDGA) for carriage by road and by sea.
- (b) Additional Insureds: The Insurance Coverages shall name Company and its related companies, affiliates, and respective directors, officers, employees, agents and representatives as additional insureds for all coverage provided by this insurance, and such additional insureds shall be fully and completely protected by this insurance from all claims and risks for which they become legally obligated, and for any and every injury, death, damage and/or loss of any sort whatsoever, including consequential damages, sustained by any person in connection with any Services.
- (c) Waiver of Rights of Subrogation: Where possible, the Insurance Coverages shall provide for the waiver of all rights of subrogation against Company, its affiliates and respective directors, officers, employees, agents and representatives.
- (d) Cross Liability and Severability of Interests: the Insurance Coverages shall provide for cross-liability coverage and have a severability of interests clause which states or means that except with respect to coverage limits, insurance applies to each insured as though a separate policy were issued to each, thus allowing for a claim by one insured against another insured.
- (e) Legal Expenses: In each case, the Insurance Coverages shall provide that the insurer will pay all expenses including legal expenses in connection with any claims subject to such insurance coverage which may be required to be contested by an insured.
- (f) Primary Coverage: In each case, the Insurance Coverages shall provide it is primary to any coverage which Company, its affiliates and each of its

directors, officers, agents, employees and representatives may elect to obtain for their own account or for Customer.

- (g) Certificates of Insurance and Review of Policies: Upon Company's request, Customer shall provide Company with certificates of insurance that evidence that the Insurance Coverages are in full force and effect. Customer shall make the insurance policies for the Insurance Coverages available for inspection by Company's authorized representative upon request.
- (h) Notice of Change of Coverage and Policy Cancellation: The Insurance Coverages shall not be terminated, reduced or otherwise modified in any respect without providing at least thirty (30) days prior written notice to Company, if such change would affect the coverage required in accordance with these Terms and Conditions.
- (i) Minimum Insurance: Maintenance of insurance by Customer as specified in this Section 13.1 shall constitute the minimum coverage required, and shall in no way whatsoever lessen or limit the liability or responsibility of Customer under these Terms and Conditions. Customer, at its own expense, may carry any additional insurance Customer deems necessary, and must hold any and all insurance that is required by and in accordance with applicable laws.

14. FORCE MAJEURE

Except for the payment of monies due hereunder, neither Party will be liable for any delay or failure to perform to the extent due to causes beyond its reasonable control.

15. DISCLAIMERS AND LIMITATION OF LIABILITY

15.1 Except as specifically set forth herein, the Company makes no express or implied warranties or conditions whatsoever in connection with the Services or any other services and expressly disclaims all other warranties and conditions including any warranty or condition of merchantability, warranty of fitness for a particular purpose, whether implied, statutory, arising by law, course of dealing, course of performance, usage of trade or otherwise.

15.2 Without prejudice to any other conditions herein or other defenses available to Company, in no circumstances whatsoever shall Company be liable to the Customer or any other party for:

- (a) Consequential, incidental or indirect loss, or any loss of goodwill, market or profit, even if Company is advised of the possibility of such damages 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 Company and amounts paid by Company to Third parties for transport or other service related to those Goods; and

- (c) amounts in excess of 2 Special Drawing Rights (“SDR”) per kilo of the gross weight of the Goods lost or damaged up to a maximum recoverable of 75,000 SDR’s per transaction.

15.3 FOR GREATER CERTAINTY, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN OR ANY CONTRACT, AGREEMENT, INSTRUMENT, CERTIFICATE, TARIFF, OR OTHER DOCUMENT, AND NOTWITHSTANDING ANY LOSSES (AS DEFINED) THAT A PARTY (AS DEFINED) OR ANY THIRD PARTY (AS DEFINED) OR ANYONE ELSE MIGHT INCUR FOR ANY REASON WHATSOEVER, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, WILFUL MISCONDUCT OR OTHER FAULT OR WRONGDOING, IT IS UNDERSTOOD AND AGREED BY THE PARTIES (AS DEFINED) THAT THE ENTIRE CUMULATIVE LIABILITY OF COMPANY (AS DEFINED) UNDER ANY PROVISION OF THESE TERMS AND CONDITIONS (AS DEFINED) AND AGREEMENT (AS DEFINED) SHALL BE LIMITED TO 2 SDRs “”PER KILO OF THE GROSS WEIGHT OF THE GOODS (AS DEFINED) LOST OR DAMAGED UP TO A MAXIMUM RECOVERABLE OF 75,000 SDR PER TRANSACTION.

15.4 These limitations, defences and exclusions of liability in this Section 15 of these Terms and Conditions shall apply to all Claims and Losses whatever their nature, including damage to the natural environment, including land, air or water and claims for indemnification of fines, administrative or penal penalties.

15.5 These limitations, defences and exclusions of liability in this Section 15 shall apply in all circumstances whatsoever, including where the loss, delay or damage was caused or contributed to by the negligence, gross negligence or willful misconduct of Company, its agents, servants or sub-contractors.

15.6 This Section 15 allocates the risks under the Agreement between Company and Customer. The pricing agreed between the Parties for the Services reflects this allocation of risk and the limitations specified in these Terms and Conditions.

16. RIGHT OF DETENTION AND LIEN

16.1 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 or owner of the Goods to Company. If these monies remain unpaid for 10 days after 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 or disposed of by private contract or otherwise at the sole

discretion of Company without further notice, and the net proceeds applied on account of the monies owing. 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.

17. INDEMNITY

17.1 The Customer shall defend, indemnify and hold Company and Company's directors, officers, employees, representatives, insurers, related companies, and affiliates harmless against all Claims and Losses and against any exposure by Company to determinations of liability to indemnify any other person against Claims made against such other person by the Customer or by the owner of the Goods:

- (a) for which Company may be held responsible unless solely caused by any negligence or breach of duty of Company;
- (b) in excess of the limits of liability of Company in accordance with these Terms and Conditions, resulting from or connected with the Services;
- (c) arising in connection to damage to the natural environment, including land, air or water caused by the Goods;
- (d) arising in connection to damage to property or bodily harm caused by the Goods;
- (e) arising from Customer's breach of or default under any of the provisions of the Agreement;
- (f) arising from the violation of any Applicable Laws by the Customer or non-conformity of Goods with Applicable Laws; or
- (g) arising from the importation or exportation of the Goods.

17.2 In the event that any Claim is brought against Company, Company shall give notice in writing to the Customer by electronic mail or by mail at its email address or postal address on file with Company.

18. NOTICE OF CLAIM

Unless subject to a provision of public order or enforceable international convention, any Claim against Company for a potential or actual Loss must be made in writing and received by Company within (45) days of the event giving rise to Claim. If written notice is not given in accordance with this Section, and without prejudice to the provisions of Section 19 (Prescription Period/Time Bar), the Claim is absolutely time barred and no action can be brought against Company for any Claim.

19. PRESCRIPTION PERIOD / TIME BAR

19.1 Unless subject to a provision of public order, Company shall be absolutely and irrevocably discharged of all liability under these Terms and Conditions unless suit is brought within 9 months from:

- (a) the date of delivery of the Goods for any Claim to damage to Goods; or
- (b) the date when the Goods should have been delivered for any 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 month period shall be counted from the time when the act or omission of Company giving rise to the Claim occurred.

20. RELATIONSHIP OF PARTIES

20.1 Company shall have the sole and exclusive control over its employees, and permitted subcontractors in performing the Services to be provided under the Agreement.

20.2 Nothing in these Terms and Conditions or Agreement shall be construed to create a partnership or joint venture between the Parties.

21. PRECEDENCE

These Terms and Conditions shall prevail over those appearing on any other forms used or proffered by the Customer, or contracted carriers, for the delivery of the Goods, including tariffs, shipping orders, bills of lading, receipts, manifests, invoices, or other documents relating to particular shipments within the scope of the Services, and any such terms and conditions proffered by the Customer or contracted carriers will have no force or effect unless expressly agreed in writing by Company. In the event of any conflict or inconsistency between these Terms and Conditions and the instructions or terms of an applicable Quotation, the instructions and terms of the Quotation will prevail.

22. NOTICES

Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery, by prepaid courier service or by email, return receipt requested and addressed as follows:

In the case of Company

RSB INTERNATIONAL FREIGHT FORWARDING INC

3 Place Ville Marie,

Montreal, Québec, Canada, H3B 2E3

To the attention of Melanie Peter

Email: melanie.peter@rsb-intl.com

In the case of Customer: To the postal address or email address on file.

Such notices, requests, demands or other communications shall be deemed to have been received when delivered, or, if mailed, three (3) business days following the date of mailing thereof, provided that if any such notice, request, demand or other communication shall have been mailed and regular mail service shall be interrupted by strikes or other irregularities, such notices, requests, demands or other communications shall be deemed to have been received three (3) business days after the day following the resumption of normal mail service.

23. ASSIGNMENT, BENEFIT, BINDING EFFECT

This Agreement may not be assigned by the Customer without the prior written consent of Company. Company may assign this Agreement to one of its affiliates, subsidiaries or to its holding company without the prior written consent of the Customer. This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors, legal Customers and permitted assigns.

24. INTERPRETATION

The language used in these Terms and Conditions will be deemed to be the language chosen by the Parties to express their mutual intent. The language of all parts of these Terms and Conditions, including those in any Recitals, shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. No presumptions or rules of interpretation based upon the identity of the Party preparing these Terms and Conditions or any part thereof, shall be applicable or invoked. In these Terms and Conditions the words “**include**”, “**includes**”, and “**including**” will be deemed to be followed by the phrase “**but not limited to**”. In these Terms and Conditions unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. The inclusion of headings and, as the case may be, any table of contents in these Terms and Conditions is for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions. Any Article, Section, or Subsections mentioned in these Terms and Conditions by number only, without reference to another document, refer to those Articles, Sections, or Subsections contained in these Terms and Conditions. The preamble of these Terms and Conditions is repeated and incorporated herein as contractual term.

25. ENTIRE AGREEMENT

This Agreement and Terms and Conditions thereof constitute the full understanding of the Parties, a complete allocation of risks between them, and a complete and exclusive statement of the terms and conditions of their agreement related to the Services provided under the Agreement. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.

26. WAIVER

No delay or failure to exercise any right or remedy under the Agreement will operate as an amendment to or waiver of any term or condition of the Agreement, except where specifically provided to the contrary.

27. MODIFICATION

Subject to Sections 2.1 and 10.2 of these Terms and Conditions, which prevail over this section 27, no conditions, usage of trade, course of dealing or performance, understanding or agreement shall be effective to modify, vary or waive the terms or conditions of the Agreement unless hereafter made in writing and signed by the Party to be bound.

28. GOVERNING LAW

This Agreement shall be governed by Canadian Maritime Law and, in supplement thereof, the laws of the Province of Quebec and other federal laws of Canada applicable therein. Any dispute relating to or pertaining to these Terms and Conditions, the Agreement, or the Services shall be subject to the exclusive jurisdiction of the Federal Court of Canada sitting in Montreal, Quebec, or any provincial or superior court located in the District of Montreal, Quebec. The Parties irrevocably waive herein any right to challenge jurisdiction or to seek to transfer the proceeding (whether based on improper venue or principles of *forum non conveniens* or any other reason) to any court other than the Federal Court of Canada sitting in Montreal, Quebec, or any provincial or superior court located in the District of Montreal, Quebec. For the purposes of any proceedings, this Agreement is deemed to have been entered into in Quebec.

29. SEVERABILITY

In the event any term or provision of this Agreement, or any portion thereof, or any application of any term or provision of the Agreement shall be invalid or unenforceable, the remainder of the Agreement or any other application of such term or provision shall not be affected thereby.

30. FRENCH LANGUAGE

The Parties hereby state their expressed wish that these Terms and Conditions and all documents related thereto be drawn in the English language only. *Les parties expriment par les présentes leur volonté expresse que ces modalités et tous les documents y afférents soient rédigés en anglais seulement.*