

## ITN Standard Trading Conditions

### Application

All business conducted by ITN is accepted and handled subject to these Standard Trading Conditions.

In these conditions "Client" means the person at whose request or on whose behalf ITN undertakes any business or provides any service.

These conditions shall be read subject to any compulsorily application legislation. These conditions shall not be deemed to be a surrender by ITN of any of its rights or immunities under such legislation. If any part of these conditions are repugnant to such legislation such part shall be severable.

### Quotations

Quotations are given by ITN on the basis of immediate acceptance and are subject to withdrawal or revision. ITN may after acceptance revise quotations in the event of changes outside its control.

### ITN's Responsibility and Undertaking

Unless otherwise stated ITN is acting as agent on behalf of the Client. Where ITN is acting as principal and issues a bill of lading the terms and conditions embodied in such document shall be paramount in governing the relationship between ITN and the Client.

ITN shall perform its duties with a responsible degree of care, diligence, skill and judgement within a reasonable time. Except under special arrangements, which shall be in writing, ITN accepts no responsibility for delay or for departure or arrival dates.

ITN shall be permitted to depart from the Client's instructions where reasonably required. ITN shall be entitled to re-route goods where reasonably required.

### Client's Responsibility and Undertaking

- a) The Client expressly authorizes ITN to enter into contracts on behalf of the Client for the carriage, storage, packing, handling or customs clearance of the goods by any person, or at any place, and for any length of time.
- b) The Client warrants that the description and particulars of goods furnished to ITN are accurate and complete.
- c) The Client undertakes to advise and warn ITN if the goods are liable to taint or affect other goods.
- d) The Client warrants that the goods have been properly and sufficiently packed, labelled, prepared and marked for the intended mode, route and time of transportation.
- e) The Client warrants that the goods are not dangerous or hazardous as defined in any legislation.
- f) The Client warrants that where it supplies the vehicle or container for transportation of the goods such conveyance until shall be transportation worthy, suitable for the carriage and has been properly and completely loaded.
- g) The Client warrants that the goods are not bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, bank notes, bonds, negotiable instruments, securities or plants. Such goods shall only be offered to ITN for transportation under special written arrangement.

### Client Indemnification to ITN

The Client agrees to indemnify and hold harmless ITN for:

- a) All duties, taxes, payments, fines, expenses suffered or incurred by ITN in the performance of its obligations;
- b) All losses, damages (including physical damage) and liabilities in excess of the liability of ITN in accordance with these conditions suffered by ITN in the performance of its obligations;
- c) All freight, duties, changes or other expenses whether payable by the shipper or consignee or other person;
- d) All claims of a general average nature and security for the same; and
- e) All loss, damage or delay caused by the failure to disclose that the goods are dangerous, hazardous or of a damaging nature. The goods may be warehoused at the Client's risk and expense.

### Notice

Any claim by the Client against ITN shall be made in writing as soon as events which may give rise to a claim are known to the Client and in any event of the lesser of:

- a) No later than the applicable legislation to the mode of carriage involved.
- b) Within 45 days of the loss and or damage to the goods or the date when the goods should have been delivered or from the date when the event giving rise to a claim arose.

Such notice shall set out particulars of the origin, destination, date of shipment and the nature of the goods and the estimated amount claimed. If such notice is not given the claim shall be absolutely barred.

### Suit Time

ITN shall be absolutely discharged of all liability whatsoever howsoever arising in respect of any service provided to the Client by ITN unless the notice provision of these conditions has been complied with and suit be brought against ITN within nine months from the date of any event or occurrence alleged to give rise to a cause of action against ITN.

### Insurance

ITN is not an insurer of the goods or services, ITN shall not, except under special arrangement, effect insurance for the goods or services provided. Where the Client requests ITN to obtain insurance, ITN will do so as agent for the Client. Even where insurance is obtained these standard terms and conditions shall apply to the relationship between ITN and the Client.

### Liability of ITN

ITN shall be liable for loss or damage to the goods occurring between the time when ITN physically takes the goods into its charge and the time ITN physically delivers the goods to the Client, or other party including actual carriers. ITN shall not be liable for loss of or damage to the goods occurring while the goods are in the care custody and control of others, including sub-contractors. In no event shall ITN or the carrier be liable for any loss or damage if such loss or damage was caused by an act of God, the Queen's or public enemies, riots, strikes, lockouts or restraint of labour, a defect in the goods, inherent vice of the goods, insufficient or defective or improper packaging or labelling or marking of the goods, an act or default of the consignor, owner or consignee, authority of law, quarantine or difference in weights of grain, seed or other commodities caused by natural shrinkage. No claim shall be made on any grounds whatsoever against any employee, officer or director of ITN.

### Limitation of Liability

The liability of ITN shall be the lesser of:

- a) \$0.50 per pound multiplied by the number of pound or fraction thereof, of each piece(s) of shipment which may have been lost, damaged or destroyed (but not less than \$50.00 per shipment);
- b) the declared value for carriage;
- c) the actual value of such piece(s) at the place of origin including the freight and other charges if paid;
- d) 2 SDR (SDR=Special Drawing Right) units per kilo of gross weight of the goods lost or damaged;
- e) the limitation of liability of the actual carrier in whose possession the goods were lost or damaged; and
- f) the minimum liability as set out in the laws of the provinces of Canada or the laws of the United States of America that are found to be of compulsory application to this contract of carriage.

### Consequential Damages

In no event (including but not limited to fundamental breach of contract, breach of fundamental term of a contract and negligence or gross negligence of ITN whether arising from mis-delivery, failure to deliver or delay in delivery) shall ITN be liable, whether at the suit of the party or parties contracting directly with ITN or at the suit of any third party and whether in contract or in tort, for indirect or consequential damage or for damages for the loss or for the loss of earnings or profit.

### Non-Receipt of Goods

Where the Client, or the consignee does not take delivery of the goods at the time and place of delivery contracted for, ITN shall be entitled to store the goods in a public or licensed warehouse at the expense of the Client or consignee without liability on the part of ITN and subject to lien for all freight and other lawful charges, including a reasonable charge for storage. On 21 days notice in writing to the Client or the consignee ITN shall be entitled to dispose of the goods (by sale or otherwise as may be reasonable).

### Money Due and Liens

The Client, the consignor, and the consignee are jointly and severally liable for the freight. The Client shall pay to ITN in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counter-claim or set off.

Despite the acceptance by the carrier or ITN of instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the Client shall remain for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such consignee or person when due.

All goods (and documents relating to goods) shall be subject to particular and general lien and right of detention for moneys due either in respect of such goods or for any particular or general balance or other moneys due from the Client or the sender, consignee or owner to the actual carrier or ITN. If any moneys due to the carrier or ITN are not paid within one calendar month after notice has been given to the person from whom the moneys are due and such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the carrier or ITN and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness and the carrier or ITN will not be liable for any deficiencies or reduction in value received on the sale of the goods nor, will the such be relieved from the liability for payment merely because the goods have been sold.

### CIFFA Terms

ITN is entitled to rely on the Standard Trading Conditions of the Canadian International Freight Forwarders Association Inc. dated May 1986 (and any amendments thereto) which define and limit the obligations and liabilities of the forwarder ("CIFFA terms") where such items are more favourable to ITN than the terms and conditions specified herein and in so far as those terms are not inconsistent nor contravene any law of the Province of Canada or any law of the United States of America compulsorily applicable to the carriage of the goods. The CIFFA terms and conditions are available for inspection from ITN at its offices or upon written request and are deemed to be part of this contract.

### Jurisdiction and Law

These conditions shall be governed by the laws of Canada. By accepting the services provided under these conditions, the Client irrevocably attorns to the courts of the Province of Ontario.