

Shipping Contract

This Contract for Services is made effective as of April 30, 2019, by and between _____ of _____, _____, _____ ADMIN@BLOCKARRAY.COM, and _____ of _____, _____, _____ ADMIN@BLOCKARRAY.COM.

DESCRIPTION OF SERVICES. Beginning on April 30, 2019, _____ will provide to _____ the shipping services described in the attached Exhibit (collectively, the "Services").

All items shall be transported from _____, _____, _____ to _____, _____ on or before April 30, 2020.

- a. Carrier shall promptly and efficiently receive, ship and deliver safely, within Clients established schedules and without delay, the goods entrusted to it hereunder, whether received from Client or from third parties at the request of Client. consignmentCarrier shall reimburse Client for the delay.
- b. Consignee shall be present at the time of delivery of the goods sold under this Agreement.

PAYMENT. Payment shall be made to _____, _____, _____ ADMIN@BLOCKARRAY.COM, in the amount of \$0.00 upon completion of the shipping services described in this Contract.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 0 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. _____ shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if _____ fails to pay for the Services when due, _____ has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

PERFORMANCE OF SERVICES. Carrier agrees to meet Clients distinct transit and pricing requirements agreed to by the parties from time to time after the effective date as confirmed by the Client. Carrier further agrees to comply with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder.

Carrier agrees that Carrier will perform its services under this Agreement in accordance with the highest standards of industry.

TERM. This Contract _____

INSURANCE. Carrier at Carriers expense, shall maintain during the term of this Agreement, commercial general liability insurance with minimum limits per occurrence for property damage, and cargo liability insurance with minimum limits per shipment. Carrier shall provide Client certificate of insurance naming Client as Certificate Holder, evidencing the foregoing coverage prior to providing any services to Carrier under this Agreement. Carrier shall provide that said insurance shall not be canceled or materially altered until at least thirty (30) days after written notice is received by Client. The Carrier shall also maintain any insurance coverages required by any government body including workers compensation (if applicable) for the types of shipping and related services specified.

INDEMNIFICATION. _____ agrees to indemnify and hold _____ harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against _____ that result from the acts or omissions of _____ and/or _____'s employees, agents, or representatives.

EXCLUSIVE CONTROL. Carrier shall have sole and exclusive control over the manner in which Carrier and its agents perform the shipping service provided for hereunder, and Carrier shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by Carrier. Carrier represents that it is entirely independent and that it is not substantially economically dependent upon Client and there is no functional integration of the Clients and the Carriers respective operations.

HEALTH & SAFETY. The Carrier is responsible to ensure each Carriers employee/driver/worker receives orientation to his/her job duties, including specific safety requirements, prior to beginning the assignment. No Carrier employee/driver/worker will be placed on equipment or instructed to perform duties for which they do not have the skill or training to perform safely.

PERMITS. Carrier has obtained or shall obtain at Carriers sole expense all permits licenses, certificates, authorities or approvals required to comply with all laws in the performance of this Agreement. Carrier shall provide Client with reasonable advance written notice if any such permits, license, certificate or approval becomes a subject of judicial or administrative action seeking revocation or suspension.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.

- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have _____ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity

with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Delaware.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be executed on the behalf of _____ by _____ and on behalf of _____ by _____.

Client:

By: _____

Carrier:

By: _____
