



VANCOUVER GLOBAL SHIPPING

FREIGHT FORWARDING SERVICE STANDARD TRADING TERMS & CONDITIONS

All customers are encouraged to be aware of our Terms & Conditions under which we define our role, our responsibility to you our customer, and the limitations of our liabilities. We also detail your responsibilities so that you can be clear about your role in ensuring that together, we have a mutually beneficial relationship.

1. ROLE AS FREIGHT FORWARDER

- (a) **Vancouver Global Shipping** ("the Company") acts solely as agents, on behalf of its customer(s) ("the Customer") in contracting the service of third party service providers for transportation and customs brokerage needs (the "Third Party Service Provider"). The terms and conditions of the Third Party Service Provider will apply for all services rendered and as such, the Customer establishes a direct contract with the Third Party Service Provider setting out all rights, responsibilities and liabilities of the parties. The Company may engage Third Party Service Providers to carry out the following services including but not limited to: ocean, air, rail, and road carriers, customs brokers, other freight forwarding agencies, storage, terminal and warehouse facilities. The Company will on request by the Customer, provide evidence of any contracts made on their behalf.
- (b) Outside of instructions related to the services being purchased by the Customer, the Company also provides free advice and information related to logistics services. This is given without liability of any kind, including negligence to the Company and is not to be shared with any other person or agency without the Company's written permission.
- (c) When determining any rights or liabilities of the Company under these conditions, the word "Customer" shall include the party giving instructions, the shipper, the consignee, and the owner of the goods.
- (d) These Conditions also apply whenever any claim is made against any employee, agent or independent contractor engaged by the Company to perform any transport or related 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 such persons who may ratify such agency at any subsequent time.

2. Responsibilities as Freight Forwarder

- (a) The Company warrants that it will select Third Party Service Providers and carry out its services (the "Services") with reasonable care and within a reasonable amount of time after receipt. It will also make every reasonable attempt to carry out specific Customer requests and instructions, subject to the limitations of these Terms & Conditions.
- (b) If at any stage in any transaction, the Company should reasonably consider, due to unforeseen events or circumstances, that there is a good reason to depart from the Customer's instructions, the Company shall be permitted to do so and shall not incur any additional liability as a consequence of such decisions or actions.
- (c) If after a contract or agreement has been made, events or circumstances come to the Company's attention that in its sole opinion make it completely or partially impossible to complete the Services, the Company shall take all reasonable steps to inform the Customer of such events or circumstances and seek further instructions as to how to proceed. If the Customer fails to instruct the Company within a reasonable period relative to the severity of the event, the Company shall be permitted to take any such action as it deems necessary in its sole discretion to best mitigate the situation for all concerned and shall not incur any additional liability as consequence. In such circumstances, the Customer will pay the Company all additional costs incurred in order to fulfill the Services.

3. General Responsibility of the Customer

- (a) The Customer shall be deemed to be competent and to have reasonable knowledge of areas and issues affecting the conduct of their business including terms of sale and 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 virus's by electronic communications, the need for the confidential handling of information to high valued goods and "target goods" such as but not limited to cigarettes, alcoholic beverages, electronic etc., and all other matters relating thereto.
- (b) The Customer shall give sufficient and executable instructions in the sole discretion of the Company within a reasonable amount of time to allow for the Services to be carried out as requested and to assist with the prevention of potential penalty fees such as demurrage, detention, fines or other.
- (c) The Customer warrants that it is either the Owner or the authorized agent of the Owner and also that it is accepting these Conditions not only for itself, but also as agent for and on behalf of the Owner.



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- (d) All goods tendered for shipping will be properly and appropriately packed, stowed, unitized, and well---marked for shipping by the Customer in a manner suitable for the shipping method chosen and to safeguard the contents from the risks associated with the transportation mode(s) to be used. The Customer also warrants that the materials used in the packaging conform to any current, governmental regulations in place in the potential jurisdictions through which the cargo may travel from origin to the final destination. The Company will not accept responsibility for damage caused as a result of inadequate packaging.
- (e) The Customer warrants that all information in whatever form relating to the general and dangerous character of the goods, their description, bar---coding, marks, numbers, weights, volume and quantity of the goods, as furnished by the Customer or on its behalf, was accurate and complete at the time the goods were taken in charge by the Company or any Third Party Service Providers whose services it has engaged. The Customer further undertakes to provide independent confirmation of such particulars on the request of the company. All consequences including penalties and fees resulting from incorrect declaration will be borne by the Customer.
- (f) When goods are accepted and the Customer requests the collections of freight, duties or other expenses from a consignee or any other person, the Customer shall remain responsible for these amounts if not paid immediately when due.
- (g) Origin and/or destination and/or demurrage charges are the responsibility of the client, shipper or consignee and must be paid, prior to freight release or delivery.
- (e) Shippers authorize consent to screen all cargo tendered for airfreight shipments and all airfreight shipments from unknown shippers will not be transported on passenger aircraft.

4. Dangerous or Hazardous Goods

- (a) The Customer undertakes not to tender for transportation any goods that are of a dangerous, inflammable, radioactive, hazardous or damaging nature without giving full particulars of the goods to the Company. The Customer undertakes to mark the goods and the outside of any packages or container in which they may be placed to comply with any laws or regulation that may be applicable during the carriage. In the case of goods where the place of receipt is a point within Canada, the Customer further warrants that the goods, the packaging and markings thereof comply in all respects with the provisions of any legislation or regulations governing the transportation of dangerous goods.
- (b) If it fails to comply with the requirements of the sub---paragraph 4.1., the Customer shall indemnify the Company against all loss, damage or expense arising out of the goods being tendered for transportation or handled or carried by or on behalf of Third Party Service Providers retained by the Company.
- (c) Goods which in the opinion of the Company or the person who has custody or possession thereof are or may become dangerous and present a hazard may at any time or place be unloaded, destroyed or rendered harmless without liability on the part of the Company.

5. Invoicing and Quotations

- (a) Quotations given are estimates only unless stated otherwise and thus are subject to fluctuation in third party charges owing to fuel, currency, security or other surcharges. Quotations or invoices stating the rates as firm do not denote that the Company is acting as a principal.
- (b) Quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision at any time. Unless otherwise agreed in writing, the Company may, after acceptance of the quote, revise quotes or charges upon notice to the Customer, in the event of changes beyond the Company's control, such as, but not limited to: variance in the shipment's declared weight and volume from given quotes, freight rates, various carrier surcharges, foreign exchange rates, fees of regulating bodies etc.
- (c) The Customer shall pay the Company in cash, or as otherwise agreed to in writing, all costs when due, immediately and without reduction or deferment on account of any claim, counterclaim or set off.
- (d) Monies owing to the Company that are overdue beyond thirty (30) days of the invoice date or past dates mutually agreed to in any written service agreement between the Company and Customer, are subject to interest charges at twice the amount set by the Bank of Canada, Prime Business Rate. Additionally, Late Payment Fee of 3% (Minimum USD \$150.00) of the total invoice or past due amount will apply, per outstanding invoice.
- (e) The Company shall be entitled to be paid, and retain, all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.



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- (f) All invoices in excess of approval credit limit will require advance payment.
- (g) Refunds are not available. Any credits will be applied to outstanding or future invoices.
- (h) In the event of a collection on outstanding invoices, the Customer hereby agree to be additionally responsible for any legal fees, including Court cost and attorney's fees.
- (i) Any shipments may be placed on hold by the Company, its carriers or agents, based on past due invoice amounts or unpaid invoices on current or past invoices and/or shipments.

6. Insurance Coverages

- (a) Rates and Services do not cover transit insurance for cargo. No insurance will be affected by the Company unless a specific written request is made in reasonable time prior to the shipment being transported. All insurance arranged by the Company on behalf of the Customer is subject to the terms & conditions of the policies, insurers and underwriters. The Company will make these terms available to the Customer at any time, upon request. If the Customer does not arrange the cargo insurance through the Company, then the Company strongly recommends that the Customer does arrange their own cargo insurance on their cargo through a third party insurance provider. Shipments may be automatically insured and premium billed, unless otherwise indicated. In such cases, the insurance premium must be paid, along with the other freight –related charges. Any insurance claims, damages or loss of freight does not warrant deductions or non-payment of the Company's invoices.
- (b) If the Customer makes a claim under a policy of insurance arranged on the Customers behalf by the Company, the Company will not be 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 may differ from the Company's charges to the Customer.
- (c) Should the Customer decline cargo insurance coverage whether through the Company or elsewhere, the Company has no liability for the loss of or damage to any goods during transport or storage that could have been covered by cargo insurance, whether or not the Company caused or contributed to such loss or damage as a result of its negligence, breach of these Terms and Conditions or otherwise.

7. Notifications of Claim for Loss or Damage

- (a) The Customer must notify the Company of a claim in writing (the "Notice of Claim") within the following time lines:
 - (i) For loss and/or damage, within seven (7) days of the completion of transit.
 - (ii) For delay in delivery or non---delivery, within thirty (30) days of the date when the goods should have been delivered.
 - (iii) For any other instance, within forty five (45) days of the event giving rise to the claim.
- (b) If the Notice of Claim is not received within the required time frame, the claim will be deemed to be waived and thus void and the Company absolved of all liability.
- (c) Giving a Notice of Claim to the Company does not constitute a notice of claim for cargo insurance if the Customer has arranged for this type of insurance either directly with the Company or through the use of a third party insurance provider. The Customer is advised to consult the terms & conditions under its insurance policies, if any, in order to seek restitution therein.
- (d) Customers are reminded that a signed delivery receipt indicating external damages noted upon delivery, will be required in order to consider any claim.

8. Liability and Limitations

- (a) The Customer shall indemnify the Company against all duties, taxes, payments, fines, expenses, losses, damages and liability in excess of any agreed liability of the Company in accordance with these Terms & Conditions, suffered or incurred by the Company in the performance of its Services to which these Terms & Conditions apply.
- (b) The Customer shall indemnify the Company in respect of any claim made against the Company as a result of providing the Services including of a general average nature.
- (c) The Company's maximum liability shall not in any event exceed 2 SDR (Special Drawing Rights) per kilogram of the gross weight of the goods that are the subject of the claim.



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- (d) Without prejudice to any other conditions contained herein, the Company will not be held liable for:
- (i) Loss or damage for any cause, event or labour disruption, whether legal or not, where the Company or its agents using reasonable diligence could not avoid.
 - (ii) Indirect or consequential loss or damage including, but not limited to: loss of market, loss of profit, revenue, interest, loss of good will, business interruption, work stoppage or other.
 - (iii) Loss of, damage to or consequential or indirect loss caused by delay or deviation or "ad valorem" shipments or agreed transit time in connection with the transportation of goods.
- (e) The Customer shall indemnify the Company, its servants, sub---contractors and agents, from any liability in connection with the Services which are the subject of these Terms & Conditions in excess of the liability of the Company in accordance with these Terms & Conditions, against the following:
- (i) all claims, costs and demands suffered or incurred by the Company in the performance of its obligations regardless whether such claims arise from or in connection with breach of contract, negligence or breach of duty.
 - (ii) all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities including without limitation any storage, demurrage, port, or terminal charges and any liability to indemnify any other person against claims made against such other person by the Customer or by the owner arising out of the Services or arising from any breach by the Customer of any warranty contained in these conditions or from the negligence of the Customer.
- (f) These Terms & Conditions also apply wherever any claim is made against any employee, agent or independent contractor engaged by the Company to perform Services for the Customer, whether such claims are founded in contract or tort. The sum total liability of the Company and the aforementioned parties will not exceed the limits of liability contained within these Terms & Conditions.

9. Detention and Lien

The Company shall have a particular and general lien and right of detention on all goods or documents relating to goods in its possession in respect of all monies owing for Services, at any time from the Customer, shipper or consignee. After giving twenty one (21) days written notice to the Customer, the Company shall be entitled to sell or dispose of such goods or documents at the sole discretion of the Company and the expense of the Customer. Net proceeds of sale of such goods will be applied first to all outstanding amounts and the residual amount shall be credited to the Customer, shipper or consignee as the case may be. The Company will not be liable for any reduction in value, for whatever reason, received on the sale of the seized goods. In the event the sale of such goods does not adequately cover the cost of amounts owing to the Company, the Customer will remain liable to the Company for the balance owing.

10. Time Bar

The Company shall, unless otherwise expressly agreed to in writing by the Company, be discharged of all liability under these conditions unless suit is brought within 9 months from:

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

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

11. Jurisdiction and Law

These conditions shall be governed by the laws of Canada and the province within Canada in which the company has its principal place of business. By accepting the services provided under these conditions, the Customer irrevocably attorns to the exclusive jurisdiction of the Courts of that Province and the Federal Court of Canada. The parties agree that where they have used electronic communications to transact in whole or in part any business such communications will be given legal effect in accordance with the provisions so(far as they may be applicable) of the Uniform Electronic Commerce Act as approved by the Uniform Law Conference of Canada.