

SERVICE AGREEMENT

1. WHO IS PART OF THIS CONTRACT

This contract is between ShipTODR. ("Ship TODR"), and i) every person who requests ShipTODR to transport Goods or provide related services ii) every consignor and consignee named on waybills or bills of lading issued under this contract and iii) every person who owns Goods which are the subject of services performed by ShipTODR. Each person listed in i to iii is the 'Shipper'. The person who hires ShipTODR to transport and handle Goods or provide other related services contracts with ShipTODR as agent and trustee for every other person described as the Shipper. In this contract "Carrier" includes the carrier issuing bills of lading or waybills and carriers and service providers that handle the Goods or perform any other services related to transport, customs clearance and delivery of the Goods

2. SCOPE OF SERVICES

A. STANDARD FREIGHT FORWARDING SERVICE

ShipTODR agrees to use reasonable care to receive the Good for transport, consolidate Goods and to arrange for their transport,, customs clearance and delivery, communicate information given by the Shipper about the Goods to Carriers, service providers and customs brokers, and notify the person requesting transport when the Goods are delivered. ShipTODR may subcontract to any carrier or customs broker whose contract terms are reasonable for the trade and transport mode. ShipTODR does not guarantee to the Carrier or service provider the completeness and accuracy of information given by the Shipper to ShipTODR. The Shipper understands ShipTODR includes a margin for its services above Carrier's, customs broker's and service provider's charges and expenses. Ship TODR will make every reasonable attempt to carry out specific Shipper requests and instructions within ShipTODR's service range, subject to the terms of this Service Agreement. If ShipTODR reasonably considers, due to unforeseen events or circumstances, that there is a good reason to depart from Shipper's instructions, ShipTODR shall be permitted to do so and shall not incur any additional liability as a consequence of such decisions or actions.

B. EXTRA CUSTOMER SERVICES

If requested by the Shipper, for quoted additional charges ShipTODR agrees to

- ii) arrange cargo insurance for the Goods; or
- ii) deliver the Goods to an alternate destination within ShipTODR's service range.

If the Carrier does not provide transport to a re-routing destination, ShipTODR agrees to use reasonable care to find another on-carrier. If an on-carrier cannot be found within a reasonable time, the Shipper agrees to take delivery of the Goods at a terminal or warehouse within the Carrier's service range or to take delivery on return of the Goods to the place received for transport. The Shipper agrees to pay ShipTODR insurance premiums, service fees for Goods re-routing and to pay all additional handling, storage and re-routing expenses.

If Goods are lost or damaged, the Shipper is responsible to give notice of claim to the Carrier, to give instructions on disposal or further handling and transport of the Goods, to report to any insurer and to manage any cargo claim. The Shipper agrees to pay ShipTODR service fees and all survey expenses and charges. The Shipper agrees to assume responsibility for salvaged Goods or to request on carriage to the originally requested place of delivery or to a re-routing destination. The Shipper agrees to give General Average security, pay applicable General Average contribution, and pay pollution cleanup and any other charges required by contract or by law.

3. Responsibilities as Freight Forwarder

ShipTODR agrees to use reasonable care in selecting Carriers and customs brokers and carry out its services within a reasonable time after Goods are received for transport.. Ship TODR's responsibilities, rights and defences are governed by any law compulsorily applicable to the mode or leg of transport by which Goods are transported or handled

and the Carrier's terms of carriage. Where Goods are lost or damaged before being loaded on a truck or ship, or after being unloaded from a truck or ship, Ship TODR's responsibility is limited to the amount of freight and expenses charged for the handling of such Goods. If the place or time of damage to or loss of Goods cannot be determined, Ship TODR's responsibility for lost or damaged Goods is limited to the lesser of \$ 4.41 per kilogram or \$500 per vehicle or package.

4. SHIPPER'S RESPONSIBILITIES

The Shipper agrees;

- A. to give complete and accurate addresses and access information for the places the Goods are to be received for transport and are to be delivered
- B. to accurately describe and declare value for the Goods
- C. to accurately state the customs classification, dimensions and weight of the Goods
- D. to have the Goods ready for transport at ShipTODR's specified time and location
- E. to properly prepare, package, and label the Goods for transport,
- F. to warn ShipTODR and the Carrier of special handling instructions or any hidden or unusual features of the Goods relevant to transport,
- G. to provide the Carrier and public authorities all required information, documents and labelling relating to transportation of dangerous Goods
- H. to provide the Carrier and public authorities all documents necessary for international carriage and import of Goods, including health and phytosanitary certificates
- I. to use clean packaging material free of infestation
- J. not to provide for transport any illegal, contraband or prohibited Goods, substances, plants, animals or persons;
- K. to take delivery of the Goods at the place of delivery; and
- L. to pay freight, insurance premiums and other charges.

ShipTODR and the Carrier may refuse to enter an unsafe place, may refuse to permit unsafe loading or unloading or the use of Shippers' unsafe loading or unloading machinery or equipment, and may refuse to accept for transport Goods that are illegal, unsafe, or not properly marked, packaged or documented.

The Shipper agrees to pay and indemnify ShipTODR for any loss, damage, expense, claim, interest or costs that ShipTODR may suffer, be liable for or be ordered to pay as a result of or arising from the failure, refusal or neglect of the Shipper, or of persons for whose negligent or wrongful acts the Shipper is at law responsible, to comply with the Shipper's responsibilities under this contract.

If the Shipper neglects or refuses to take delivery of the Goods, ShipTODR, after reasonable notice to the Shipper, may abandon the Goods or sell or auction the Goods to recover any freight or charges owing on the Goods. ShipTODR has a general lien against any Goods consigned by a Shipper at any time for freight or charges owing on all Goods consigned by that Shipper..

5. TIME BAR AND LIMITATIONS OF LIABILITY

Any legal proceeding against ShipTODR must be brought within 9 months of the time the Goods were received for transport. ShipTODR is not responsible for any indirect or consequential damages, including delay, loss of use, loss of profit or loss of enjoyment.

6. APPLICABLE LAW AND JURISDICTION

This contract is governed by the law of Ontario and applicable law of Canada. Any claim by the Shipper against ShipTODR must be brought in the courts of Ontario and in no other court. For enforcement of ShipTODR's rights under this contract, the Shipper by this contract attorns to the Federal Court (Canada), the courts of Ontario and any court in whose jurisdiction the Shipper is resident or carries on business.