

General Terms and Conditions - Gebruder Weiss Inc.

1. The current version of the STANDARD TRADING CONDITIONS of the Canadian International Freight Forwarding Association - Association des Transitaires internationaux Canadiens, Inc. as is available on <https://www.gw-world.com/locations/canada> shall apply unless there is a per se conflict with any statutory provisions or international conventions (e.g. Montreal Convention, Warsaw Convention, Hague Rules etc) or with the current General Terms and Conditions.

Gebruder Weiss Inc. and the Customer both acknowledge that it is of their intention to make the STANDARD TRADING CONDITIONS of the Canadian International Freight Forwarding Association – Association des Transitaires internationaux Canadiens Inc. as a whole, part of the present General Terms and Conditions and agree to be governed in accordance with these STANDARD TRADING CONDITIONS.

Compensation for any claim for which we are liable shall not in any event exceed 2 Special Drawing Rights per kilo of the gross weight of the goods that are the subject of the claim. Without prejudice to any other conditions herein or other defences available to us, in no circumstances whatsoever shall we be liable to the customer or owner for:

- (a) consequential or indirect loss, including loss of market, 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 us and amounts paid by us to third parties for transport or other service related to those goods;

Where it issues a transport document or electronic record, or provides a guarantee, the rights and obligations of us will be governed by the special conditions therein in addition to these conditions, and in any event we are liable only to the same extent as the third party who performs the carriage or guaranteed service, as may be limited by the conditions on which that party customarily offers its services. In the event of any inconsistency with these provisions, the special conditions prevail.

2. Any general terms and conditions used by the customer will not be accepted and shall therefore not be deemed to have been agreed upon, even to the extent such do not contradict our general terms and conditions. Verbal collateral agreements are ineffective.

3. The limits of liability according to the applicable transport regulations (such as CIM, CMR, Hague Rules etc.) apply even if the documents accompanying the goods or issued by us cite a goods or insurance value higher than the liability limits set by the above-mentioned regulations. These liability limits can only be exceeded by means of a written agreement between the customer and us, submitted before the goods are handed over for shipment; entries in the bill of lading or any other written or oral information about the goods value or expressing an interest by the customer or by third parties do not override or increase the limits of liability and therefore do not represent a declaration of value or interest.

4. We are entitled to have a domestic or foreign partner company of our choice execute any of the orders placed with us. To the extent and insofar as we should be liable for any of their services towards our customer, our liability towards our customer is limited to the liability of the partner company in question towards us.

These conditions also apply whenever any claim is made against any employee, agent or independent contractor engaged by us to perform any transport or related service for the customer's goods, whether such claims are founded in contract or in tort, and the aggregate liability of us and all such persons shall not exceed the limitations of liability in these conditions. For purposes of this clause we act as agent for all such persons who may ratify such agency at any subsequent time.

5. All air freight shipments are subject to security checks. The customer agrees that goods handed over for shipment are manually checked and the packaging may be opened for this purpose. Our liability is limited to intent or gross negligence, evidence of which is to be provided by the customer. However, an obligation on our part to perform such a security check is not implied.

6. We are entitled to issue shipping documents, in particular bills of lading, air waybills etc; in this case, we always act on behalf of and at the risk of the customer or sender.

7. Our duties resulting from this contractual relationship shall at all times be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures). In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt. Without prejudice to our rights under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations regarding import, export or transit) lies with the customer. We shall not be under an obligation to check that such legislations are complied with and responsibility to make us aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform us timely and in writing and hold us harmless from any and all claims. The customer shall also be obliged to guarantee the safety of the supply chain to us.

8. A separate order is required for the transfer of dangerous goods pursuant to ADR/RID/IMCO/DGR and so on, which must be accepted by us. Dangerous goods must be packed and marked in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Dangerous Goods, in particular goods of ADR classes 1 and 7, may not be tendered to us.

9. The following goods shall in particular be excluded from acceptance for transport and/or for storage: precious metals (uncoined, coined or processed in any other way), jewellery, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and munition, livestock as well as substances the storage of which is subject to special legal provisions (e.g. substances hazardous to water), high value goods and alcohol.

10. Returns of packaging as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted if such have been specifically agreed upon in writing.

11. In case of the provision of a truck or a container transport, demurrage shall be invoiced per hour or part thereof in excess of the two hours granted for both loading and unloading. All charges not specified in the quotation are additional; this can include demurrages, detention, waiting time, Canada Customs Exam fees, Duty, taxes and any other government charge.

12. Invoices shall be due and payable immediately without any deduction. Cash on delivery is limited to a maximum amount of CAD 500.— and is subject to national and international restrictions. All of our offers shall be non-binding. Moreover, we reserve the right to change air and sea freight rates at any time without prior notice. Currency exchange rates are calculated based on daily published rates by TD Bank plus 5%.

All freight and ancillary charges are due and payable to us regardless of the existence of, or planned lodgment of a claim or loss or damages by either the consignor or consignee.

Weight / measurement conversion: International Airfreight 1cbm = 167 Kg, Domestic trucking: 1 cbm = 250 Kg, Seafreight LCL: 1 cbm = 1000 Kg.

13. Upon your express written request, we will take out transport insurances and insurances for goods in stock against risks such as fire and damages from burglary and storm. We strongly suggest you to take out insurance for all your shipments Possible insurance coverage must not be provided for if sanctions of the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment.

14. This offer must be kept confidential and may not be disclosed to a third party.

15. The parties acknowledge and agree that this agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. If a proceeding or claim relating or pertaining to this agreement is initiated by either party hereto, such proceeding or claim shall be filed in any provincial or superior court located in the [Toronto region], and each party consents to the exclusive jurisdiction of such courts over any proceeding relating to this agreement. We reserve the right to assert a claim against the customer before any other legally permissible court.

