



TOTALSHIP Logistics Inc.

Terms and conditions of courier services

1. Definitions

1.1. Except where expressly provided otherwise and/or where the context necessarily requires otherwise, the following definitions apply in these conditions:

- (a) **"Bill of Lading"** means any shipping document, label, waybill, manifest or similar instrument used by the Company or the Carrier to accept Shipments for carriage.
- (b) **"Carrier"** means the third party carrier, including, but not limited to Purolator, DHL and/or FedEx, used by TOTALSHIP the shipping broker, to complete and fulfill the contract with "the Shipper".
- (c) **"Company"** means TOTALSHIP. As a shipping broker, TOTALSHIP will use third party carriers to complete and fulfill the contract with "the Shipper" but will always remain "the Company" for the purposes of this document.
- (d) **"Consignee"** means any business, person, or corporation authorized by the Shipper to take delivery of the goods.
- (e) **"Customer"** means any person, entity, partnership or corporation authorized by the Shipper to take delivery of the goods and for the purposes of this document, is interchangeable with the Consignee.
- (f) **"Dangerous Goods"** means those materials and substances designated as dangerous by the rules and definitions as set out in Health Canada's Workplace Hazardous Materials Information System (WHMIS) and by any other applicable legislation and regulations in force from time to time.
- (g) **"Financial Consequences"** means any and all liabilities, damages, costs (including legal costs), expenses, charges, fines, penalties, and other monetary payments which the Carrier may incur or otherwise be obliged to pay.
- (h) **"Freight"** means all charges due to the Carrier for or in connection with a shipment, including any associated charges and expenses and/or any storage charges and expenses incurred by the Carrier prior to loading and/or after discharge and/or any surcharges which the Carrier may levy in respect of variations in currency exchange rates and/or fuel prices.
- (i) **"Invoice"** means the document created by the Company which includes all charges due to the Company by the Shipper.
- (j) **"Loss and Damage"** includes all financial and consequential loss and damage (including loss of profit) as well as physical loss of damage to goods and also includes, if necessary, any liability for misdelivery and non-delivery of goods.
- (k) **"Parties"** means the person(s), business, or corporation, as the case may be,

who enter into a contract and are the principals thereof.

(l) **“Shipper”** means the person, entity, partnership or corporation, as the case may be, who enters into a contract with the Company for a shipment and/or has control of the goods delivered to the Company for shipment and who is in any event liable for the payment of the freight, but also includes, where the context permits, any other person with an interest in the goods or any part thereof.

(m) **“Shipment”** means the carriage of goods.

2. Role of the Company as an agent

2.1. The Company acts solely on behalf of the Customer in engaging the services of third parties on the usual terms and conditions on which the third parties offer such services for the carriage, storage, packing, or handling of any goods, or for any other services in relation to them, thereby establishing a direct contract between the Customer and the provider of such services capable of being enforced by the Customer as principal, whether or not the Customer is identified in the contract.

3. Terms and Conditions

3.1. All services provided by the Company are subject to the terms and conditions contained herein. By agreeing to these terms and conditions and by utilizing the Company’s services and its system situated at <http://TOTALSHIP.CA>, the Customer recognizes that the Customer understands and consents to be bound by these terms and conditions. If the Customer does not agree with the terms and conditions, the Customer may not use the services provided by the Company.

3.2. The Customer agrees to give accurate and up to date information once the Customer signs up with the Company, The Customer is responsible for preserving its/his/her login and password information and will be held responsible for all usage processed under its/his/her login.

3.3. The Company reserves its right to unilaterally modify or amend any portion of the present terms and conditions at any time without prior notice. Any change will be posted on this web page. The Customer shall be prompted to confirm it/his/her compliance of the new terms and conditions should the Customer continue to use the Company’s services after the date of the changes.

3.4. Any failure to enforce or apply a term or provision shall not constitute a waiver of that term or provision by the Company and shall not diminish or impair the Company’s right to enforce such term, provision or condition in the future. If one or more provisions of the terms shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be so affected or impaired.

3.5. The contract is also subject to the terms and conditions between the Carrier and the Shipper for the shipment of goods by the Carrier. By using the services of the Company, the Shipper also hereby agrees to the Carrier’s terms and conditions namely Puralotor, DHL and/or FedEx.

3.6. For the Carrier’s terms and conditions, please refer directly to the specific detailed conditions found on their respective websites.

3.7. *Discounted shipping rates are exclusive to the Company’s customers. Reselling

discounted rates is strictly prohibited.

3.8. Should the Customer fail to respect any terms and conditions herein or any of the Carrier's terms and conditions, the Company may terminate the Customer's account at any time and the Company reserves its right to temporarily or permanently modify or suspend the Customer's TOTALSHIP account. Upon the termination of the Customer's account, the Customer remains liable for all outstanding invoices which must be immediately paid in full.

4. General Conditions

4.1. The Customer shall be deemed to be competent and to have reasonable knowledge of matters affecting the conduct of its business, including terms of purchase and sale, the need for insurance and the extent of coverage available for the type of goods being tendered for shipment, the need for care to avoid transmitting viruses by electronic communications, the need for confidential handling of information relating to high value goods, and all other matters relating hereto.

4.2. The TOTALSHIP Shipping System contains restrictive and classified data that is secured by appropriately protected innovation and different laws. The Customer warrants not to access the Company's system by any methods other than through the interface that is given by the Company for the Customer's usage. The Customer has no permission or right to utilize any trademark of the Company, unless authorized by the Company.

4.3. The Customer is solely responsible for all data, that the Customer uploads, transmits or stores on the TOTALSHIP system. The Company maintains whatever authority is needed to access the Customer's account for any specialized help.

4.4. The Customer warrants that all information furnished by the Customer for the shipment of goods are accurate and complete. Should the information provided by the Customer be incorrect, the Company and/or the Carrier reserve the right to adjust the shipment details, which can result in a higher shipping rate.

4.5. The Customer agrees to indemnify the Company against:

4.5.1. any and all Financial Consequences of a breach of the Customer's warranties set out in this clause;

4.5.2. any and all Financial Consequences resulting from the inaccuracy or inadequacy of the description, weight, number, measure, quantity, marks, value, condition, quality, or content of goods and/or from defective loading and overloading and/or from the inadequate securing, packing, packaging, sealing, or stuffing of goods;

5. Prohibited Shipments

5.1. The Company or the Carrier will not transport any article that: (i) is prohibited by law from transporting, and (ii) is inadequately or improperly prepared for ordinary transport having regard to the nature of such article. The Customer is responsible to know and comply with all applicable laws related to the tender of its Shipment or goods.

5.2. The Customer shall not tender for Shipment articles that are: (i) prohibited by law; or (ii) non-compliant with applicable laws. The Customer confirms that none of its/his/her shipments or goods contain any unlawful, hazardous, dangerous or prohibited merchandise and the Customer agrees to respect and abide to all

pertinent transportation laws and government Perilous Materials Controls.

5.3. The Customer shall be liable and indemnify the Company for: (i) any action taken; or fines or penalties assessed by any governmental agency against the Company as a result of: (a) the Company's possession of prohibited or noncompliant articles; or (b) any claim by the Company arising from the failure of the Customer to comply with law or requirements of any governmental agency or with notification of an issue to the Customer by such entity. The Company shall be permitted to take all action necessary to be compliant with applicable law related to such articles, including, but not limited to refusing acceptance of such Shipment or articles tendered or requiring the Customer to take immediate possession of such articles.

5.4. The Customer agrees that the Company shall have no liability whatsoever should a Customer fail to comply with the applicable laws and regulations and ship restricted merchandise. Additionally, the Company shall not be held responsible for any costs or fines incurred as a result.

6. Insurance

6.1. The Customer is at all times and in every way responsible for providing insurance on its goods. The Company has no duty regarding insurance, and no liability for loss of or damage to the goods during transport or storage that could have been covered by insurance on the goods, whether such loss or damage has been caused or contributed to by its negligence or breach of these conditions, or otherwise.

6.2. Insurance is available based on different terms and conditions depending on the Carrier chosen, and it is incumbent on the Customer to make the necessary verifications on the website of the Carrier chosen to make sure that the Shipment is properly insured.

6.3. Notwithstanding the foregoing, should no insurance be purchased by the Customer through the Company's system, the accountability of every shipment is restricted to an estimation of \$100.00 CAD as per TotalShip or the Carrier's terms and conditions.

6.4. Without prejudice, the Company shall benefit of all statutory limitations of and exemptions from liability of carriers which apply and are in force from time to time in Canada or elsewhere.

6.5. In no circumstances shall the Company be liable for:

6.5.1. delay, howsoever or whensoever caused;

6.5.2. loss of use of the goods or any part thereof, or any other form of consequential loss or damage, including loss of profit;

6.5.3. misdelivery of the goods.

6.6. The following goods are non-insurable:

6.6.1. Glass, liquids, fresh food (including fruits, vegetables, meat, seafood, poultry), live plants, accounts, bills, deeds, evidences of debt, currency or gift cards representing currency, bullion, securities, stamps, jewelry, furs, precious stones, fine arts, tobacco, tobacco products, alcoholic beverages, live stocks or mobile phones;

6.6.2. Accounts, bills, deeds, evidences of debt, currency, money, coins bullion, notes, securities, stamps, jewelry, furs, precious stones, fine arts, or

animals;

6.6.3. Property while waterborne except while being transported on any regular ferry or in or on railway cars or transfers in connection therewith;

6.6.4. Against loss or damage resulting from infidelity or any dishonest act of the insured, the insured's employee or agents subcontractors excepted;

6.6.5. Against loss or damage attributable to, resulting from or in connection with the neglect of the insured to use all reasonable means to save and preserve the subject-matter insured at and after any disaster insured against;

6.6.6. Against any loss or damage attributable to, resulting from or in connection with delay &/or trade;

6.6.7. Against any loss or damage attributable to, resulting from or in connection with inherent vice, gradual deterioration or wear and tear;

6.6.8. Against loss or damage attributable to, resulting from or in connection with rodents or venom;

6.6.9. Against loss or damage attributable to, resulting from or in connection with capture, detention, war, civil war invasion, rebellion, insurrection, seizure or destruction under quarantine or customs regulations, confiscation by any government or public authority, or contraband or illegal transportation &/or trade;

6.6.10. Against loss or damage attributable to, resulting from or in connection with nuclear reaction or radiation;

6.7. To make an insurance claim:

6.7.1. The Consignee must indicate damaged or missing piece(s) when signing the signature pad;

6.7.2. The Bill of lading must indicate damaged goods or missing piece(s) upon arrival and the driver's signature must appear next to the comment;

6.7.3. All damaged merchandise must be inspected by the insurance company;

6.7.4. The damaged product must not be discarded.

7. Transit Times

7.1. The transit times shown on the online shipping system are guaranteed delivery times given to the Company direct from the Carrier, if no customs delay. These guarantees apply to all services except for Purolator Ground and FedEx Ground. None of these services are money-back guaranteed courier services. Note that any Carrier may suspend their service guarantees without any prior notice at any time.

8. Accessorial Charges

8.1. An accessorial charge can be applied at the Carrier's discretion when the shipment is submitted in the system or while it is in transit.

8.2. A special Handling surcharge is applicable under the following conditions but not limited to:

8.2.1. Any article that is not fully encased in an outside shipping container;

8.2.2. Any article that is encased in an outside shipping container made of metal wood or plastic;

8.2.3. Shipment using carrier supplied express packaging for non-express services;

8.2.4. Any package that at the carrier's sole discretion requires special handling;

8.2.5. Any shipment in excess of the carrier's maximum allowable length or weight;

8.2.6. Any package in excess of the carrier's maximum allowable girth;

8.2.7. Any collect and third party shipment processed on the Company's online shipping System;

8.2.8. FedEx ground pickup charge.

9. Payment terms and conditions

9.1. All payments are due thirty (30) days from the date of invoice regardless of the delivery date or receiving date of the freight. All invoices must be paid in full. Notwithstanding any agreement for freight to be paid by another person, the Customer shall at all times remain liable for payment.

9.2. Unless otherwise agreed in writing by the Company, all invoices by the Company in Canadian dollars must be paid in Canadian dollars.

9.3. No deduction will be accepted on any invoices unless a credit has been issued.

10. Limitation of Liability

10.1. The Company makes no express or implied warranties in connection with its services.

10.2. In connection with all services performed by the Company, the Customer may obtain additional liability coverage by requesting insurance subject to the terms of section 6 and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

10.3. In no event shall the Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

10.4. Should any claim be asserted against the Company by a third party for loss or damage to Goods handled by the Company, the Shipper, Consignee, and Customer shall indemnify and hold the Company harmless as against any such claim. This provision shall be in force regardless of the cause of such loss or damage, including negligence. The Company shall not be liable for loss or damage due to lack of detailed and specific customer instruction in handling and/or placement of goods. The provisions of this contract also extend to items damaged inside a shipper, consignee's or customers premises or place of business.

10.5. The Company cannot be held responsible and shall remain exempt from all liability for physical damage to a shipment, or loss caused by delay of delivery, when conditions beyond the carrier's control are encountered during transit. Such conditions include but are not limited to: extreme weather and/or changes in temperature, acts of nature and God; breakdown or mechanical defect of vehicles or equipment; faulty or impassable highway; lack of capacity of roadway structures; highway obstruction or closure due to official action; civil disobedience, riots, strikes or lockouts; illegal or unlawful actions. "Loss caused by delay" as stated above is hereby understood to also define and apply to loss of revenue, interest, market, and/or utility.

10.6. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, damages, fines, penalties and/or

attorney's fees by reason of injury to or death of any person or by reason of injury to or destruction of Property or arising from the exportation of customer's merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of export or security data supplied by Customer or its agent or representative, which violates any federal, provincial and/or other laws, or from any cause including but not limited to the fault, breach of warranty or negligence of the Company, its officers, agents, subcontractors or employees and/or from the fault, breach of warranty or negligence of the Customer, its officers, agents, subcontractors or employees. The Customer further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

11. Force Majeure

11.1. Without prejudice to any rights or privileges of the Company's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, fire, strikes or labour disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and effecting the Company's operations, the Company reserves the right to cancel any outstanding booking or contract of carriage.

11.2. In no event shall the Company, its officers, directors, employees, or affiliates, who furnish logistics services to the customer in connection with this agreement or the service be liable for incidental, direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of documents, merchandise or data, loss of revenue or profits, or damages arising out of or in connection with the customer's use or inability to use the logistics services, including the interruption or degradation of the services, except in Québec where the inability to use logistics services was directly due to the intentional or gross fault of the Company. The Customer undertakes to hold harmless, guarantee and assume responsibility for the defense of the Company, its officers, employees and directors against any claim, action, proceeding or formal notice, including legal and judicial fees, in relation to any damages or regulatory proceeding that may result from the Customer's negligence, unlawful use or use for an unlawful purpose of the logistics services.

11.3. The Company will not be held accountable for any loss or damage resulting from the Customer's failure to comply with the present terms and conditions.

12. Customs clearance

12.1. All cross-border shipments must have three (3) copies of the commercial invoice attached to the outside of the box. The description of goods and corresponding HS code must be accurate to avoid your HS code from being audited by customs. Failure to comply with these customs regulations may result

in clearance delays. If the Customer is not sure of the proper classification code, please check with the Customer's customs broker prior to filling out the customs invoice. If you do not have a customs broker please refer to the following:

(a) Required Documents:

a. All international shipments require a Commercial Invoice often referred to as customs or proforma invoice.

b. The Commercial Invoice must indicate the following information to avoid customs delays:

i. Shipper's Information Including Tax/VAT ID: Receiver's Information Including Tax/VAT ID (IRS# or SIN# personal shipments), and

ii. Purchaser's Information Including Tax/VAT ID if other than the Receiver

Commodity's, Quantity, Value and Currency, HS Code, Country of Origin;

c. Conditions of Sale (permanent, temporary, or return of goods): In addition to the commercial invoice, you may be required to include:

i. NAFTA Declaration. The North American Free Trade Agreement (NAFTA) Certificate of Origin allows for preferential rates of duty for shipments between the US, Canada, and Mexico if the products shipped meet NAFTA specified rules of origin. The NAFTA Certificate of Origin must be completed by the exporter or producer and be in the possession of the importer at the time the declaration is made for purposes of obtaining preferential tariff treatment.

ii. FCC740 Form. The Federal Communications Commission (FCC) 740 form is a statement regarding the importation of radio frequency devices capable of causing harmful interference. It declares that FCC standards have been or will be met for the radio frequency device being imported. A separate form is required for each type of device imported and must be signed by the importer or consignee. The FCC 740 form should be presented to Customs and Border Protection (CBP) at the time entry is made.

iii. FDA2877 Form. The Food and Drug Administration (FDA) 2877 form is a declaration for imported electronic products (and their parts) subject to FDA's radiation control standards. The importer is responsible for signing and providing the form which certifies the imported goods meet FDA requirements. Some examples of products that require form FDA 2877 include but are not limited to: microwave ovens, cathode ray tubes, laser printers, and CD players.

iv. Any other document required by the Carrier in question.

(b) For shipments being exported into the US, a Surety Bond is required by US customs. If you have your own customs broker, they will be able to advise if you have this bond in place or not. If you do not have this bond already in

place, we can refer you to the appropriate channels to obtain one. A Continuous Surety Bond can be obtained to cover you for a period of one year. This will result in a one-time bond fee of approximately \$500.00, and can be used when shipping with all courier carriers as well as LTL and Truck Freight. If a Continuous Surety Bond is not obtained, then each shipment will move on a one-time Surety Bond. With Purolator Brokerage, the one-time bond fee starts at \$30.00 and increased based on the Value for Duties and Taxes. UPS will move your ground shipment on their bond, up to a declared value of \$50,000.00 per shipment, at which point you will be required a Single-Entry bond or Continuous Surety Bond. FedEx will move your shipments on their bond.

13. Applicable law and Jurisdiction

13.1. 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. Otherwise these Conditions shall be governed by the laws of the Province of Quebec. By accepting the services provided under these Conditions, the Customer irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of Quebec.

13.2. The Contract shall be at all times governed in accordance with the laws of Canada and any dispute arising out of or in connection with the Contract or otherwise in relation to the goods shall be subject to the exclusive jurisdiction of the Province of Quebec.

