

CEVA Freight Canada Corp. ("CEVA")

Terms and Conditions

1. Agreement to Terms and Conditions:

- 1.1 CEVA offers its services on the basis of these Terms and Conditions that apply to all activities of CEVA in arranging or providing transportation or related services, such as, but not limited to, storage and any other kind of logistics services.
- 1.2 By entrusting the shipment to CEVA, the Customer agrees to all the terms and conditions contained on the air waybill, bill of lading, manifest or other applicable transport document (collectively referred to as the "Transport Document") and in these Terms and Conditions (or any subsequent modifications, amendments or supplements). These Terms and Conditions shall be binding on both CEVA and the Customer. If there is a conflict between these Terms and Conditions and the terms and conditions on any CEVA Transport Document, these Terms and Conditions will control. The failure to enforce, or apply a provision of the Terms or Conditions shall not constitute a waiver of that term, condition or provision or otherwise impair CEVA's right to enforce or apply such term, condition or provision in the future. No one is authorized to alter, modify or waive any provisions of these Terms and Conditions.
- 1.3 These Terms and Conditions also apply whenever any claim is made against any employee, agent or independent contractor engaged by CEVA (collectively referred to as "CEVA Personnel") to perform any transport or related services in respect of the Customer's shipments, whether such claims are founded in contract or in tort, and the aggregate liability of CEVA and CEVA Personnel shall not exceed the limitations of liability in these Terms and Conditions.

2. Addresses:

Shipments and Transport Documents must show the complete delivery address, including the relevant Canadian Postal Code of the company or person to whom the shipment is to be delivered (referred to as "Consignee"). CEVA cannot deliver to Post Office or P.O. Boxes. In the case of a rural route address, the complete name and telephone number must also be included with the address. A rural route delivery fee may apply. CEVA will not be responsible for service delays due to improper or incomplete address or delivery information.

3. Application of Rates:

Unless otherwise stated, rates that are listed on CEVA's Quote Tariff prepared by CEVA for the Customer are expressed in Canadian dollars per individual shipment covered by a single Transport Document from one shipper to one Consignee. Weights will be rounded up to the next whole pound or kilogram, depending on the unit of measure utilized.

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4. Beyond Deliveries or Pick-ups:

Shipments to or from points outside of the CEVA local cartage areas will be assessed a beyond charge from the nearest terminal in addition to the regular transportation charges based on CEVA's Quote Tariff. Shipments consigned to Nunavut, the Northwest or the Yukon Territories will be handled on a prepaid basis only.

5. Collect On Delivery Shipments (C.O.D.):

C.O.D. shipments will be accepted at a charge of 6% of the C.O.D. amount, subject to a minimum of \$30.00. C.O.D. shipments will be handled on cash or certified cheque basis only. Payment in any other form must be approved by the Customer in writing. CEVA assumes no liability for NSF Company or personal cheques collected on the Customer's instructions. Cancelled C.O.D.'s will be subject to a cancellation charge of \$12.50 per shipment.

6. Customer's Obligations:

The Customer warrants that the contents of the shipment are properly and fully declared, as well as being properly packed and labeled. The Customer shall ensure that CEVA has all the information and documentation necessary to comply with the laws and regulations of any country in, through or to which the shipment will be transported. CEVA shall not be liable for loss or damage incurred or delays in delivery as a result of the Customer's failure to meet this condition.

7. Delivery Service:

- 7.1 Delivery during regular business hours is deemed to be from Monday to Friday excluding statutory Federal or Provincial holidays between the hours of 9:00 AM and 5:00 PM local time.
- 7.2 CEVA will furnish one (1) driver to perform the pick-up or delivery service. Regular pick-up or delivery service excludes sorting, packing or labeling of the Customer's shipments by the driver. Extra help can be arranged for an additional fee as stipulated on the CEVA Accessorial Charges.
- 7.3 Additional services including but not limited to; Tailgate, Appointment Delivery, Extra Labour and Storage service can be provided upon request for an additional fee per delivery or pick-up as stipulated on the CEVA Accessorial Charges.
- 7.4 Residential, weekend or after regular business hours service is available, subject to additional charges.

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7.5 Oversize and overweight shipments as determined by CEVA may be subject to delay due to loading limitations of transportation equipment. Oversize and overweight items will also be subject to additional charges if it is not possible to include any such shipment with other general cargo in the transportation equipment.

8. Density Charge Application:

8.1 Unless otherwise stated, rates listed in the CEVA's Quote Tariff and any CEVA rate quotation are subject to a minimum density application of 10.4 pounds per cubic foot to determine the dimensional or chargeable weight. Dimensional weight as calculated from the dimensions of the shipment reflects the space that the shipment occupies. Rates will be applied on the actual weight or in the event that it exceeds the actual weight, on the dimensional or chargeable weight.

8.2 If due to the nature or packaging of a shipment it is not feasible to load another shipment on top of or next to it, the space occupied shall be considered to include the unusable space above or beside such a shipment. For ground services, when it is not possible to load on top of a shipment, the cubic dimensions for that shipment shall be based on a minimum height of 8.5 feet. Shipments occupying 10 or more linear feet of trailer space will be billed at a minimum of 1,000 pounds per linear foot at the applicable rate.

8.3 The volume of cylinders shall be calculated as follows: Diameter X Diameter X Height/Length.

***Dimensional weight calculation methodology and divisor values are subject to change without notice**

9. Dangerous Goods:

9.1 The Customer undertakes not to tender for transportation any shipments that are of a dangerous, inflammable, radioactive, hazardous or damaging nature without giving full particulars of the shipments to CEVA. The Customer undertakes to mark the shipments and the outside of any packages or container in which they may be placed to comply with any laws or regulations that may be applicable during the transportation. CEVA will accept such shipments where the place of delivery is a point within Canada.

9.2 Transportation of Dangerous Goods shipments requires prior written approval by CEVA.

9.3 Subject to Section 10.2, with the exception of explosives, radioactive substances or hazardous wastes, Dangerous Goods shipments will be accepted for delivery to direct points only, provided that they comply with all provisions of the IATA Dangerous Goods

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Regulations and the *Transportation of Dangerous Goods Act* (Canada), as applicable. The Customer further warrants that the goods, the packaging and marking thereof comply in all respects with the provisions of any applicable legislation or regulations governing the transportation of Dangerous Goods. CEVA reserves the right to refuse a shipment based on safety, security, or legal limitations. Dangerous Goods shipped without prior full disclosure may be warehoused at the Customer’s risk and expense and CEVA shall not accept liability for loss, damage or delay caused by an undisclosed shipment of prohibited goods.

9.4 For greater certainty, CEVA will not handle Dangerous Goods that are classified under the Transportation of Dangerous Goods Act and Regulations as follows: explosives (class 1), toxic materials and infectious substances (class 6), radioactive materials (class 7), poison gases (class 2.3), corrosive gases (class 2.4), water reactive substances (class 4.3), organic peroxides (class 5.2). CEVA will not handle hazardous wastes.

9.5 Goods which in the opinion of CEVA 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 CEVA. The customer shall indemnify CEVA against any loss, damage or expense caused by the Customer’s failure to disclose. A Dangerous Goods surcharge will apply based on the commodities and mode of transportation. Standard quoted service levels do not apply as Dangerous Goods shipments are subject to airline inspection and suitable cargo space availability and will be rated on a next flight out basis for air service levels. All shipments to be charged at CEVA tariff rates plus the applicable surcharge as stipulated on the CEVA Accessorial Charges.

10. In Bond Shipments:

Shipments traveling in bond are subject to additional charges for sufferance, clearance, handling and terminal fees when applicable.

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11. Interruption Of Service:

CEVA will not be liable for any consequences of an interruption of service caused by acts of God, strikes, lockouts, labour disputes or weather related delays.

12. High Risk Commodities

The Customer undertakes not to tender for transportation any of the following commodities without giving written notification to CEVA and obtaining prior written approval from CEVA. CEVA shall accept the following commodities only at Customer's or shipper's risk. Any declared value amount shall be considered null and void. The acceptance for carriage by CEVA of any high-risk commodity shipment bearing a declared value will not constitute a waiver of this provision.

- Aircraft parts (unpacked)
- Alcoholic beverages/Tobacco/ Pornography
- Antiques
- Artwork including but not limited to statuary, fossils, artifacts, models, paintings, drawings, tapestries, limited edition prints
- Boat or Boat parts (unpacked)
- Confectionery products such as potato chips in any form, chocolate in any form, pastries and baked goods in any form
- Furs
- Gambling devices
- Glass products including but not limited to porcelains, ceramics, china, fluorescent tubes, neon lighting, neon signs, x-ray tubes, laser tubes, light bulbs and any other commodity with similar fragile qualities
- Household goods/ Personal Effects
- Human remains
- Live plants/ animals
- Liquids
- Jewellery including but no limited to watches, gem and stones (precious or semi-precious), industrial diamonds
- Money, currency bonds, bills of exchange, deeds, promissory notes, negotiable securities, stock certificates
- Musical Instruments, customized or personalized
- Original manuscripts or electronic data including but not limited to tenders, bids, legal documents
- Postage, trading or revenue stamps and stamp collections
- Steel/ Cast iron (unpacked or unprotected)
- Used Merchandise/ equipment/ machinery
- Bagged Commodities, Break-Bulk
- Trade Show / Exhibit Material

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- Any single shipment with a value greater than five hundred thousand dollars (\$500,000.00).
- Those items that are prohibited by law but which are tendered and accepted for carriage
- Any shipment that in CEVA's judgment could cause damage or delay to equipment, personnel, or other shipments
- Any shipment which requires the carrier to obtain a license or permit for its transportation
- Firearms, Weaponry and parts thereof
- Any items requiring temperature control

13. Limitation of Liability:

- 13.1 CEVA shall not be liable for any indirect, incidental, consequential, exemplary, economic or special damages, including, without limitation, loss of profits (collectively referred to as "Consequential Losses") incurred by the Customer or any other person or company as a result of acts or omissions of CEVA or CEVA Personnel, including but not limited to, gross negligence, negligence causing damage, misdelivery, failure to deliver, loss or theft of a shipment, or late or delayed delivery of a shipment.

In any such event, CEVA's liability shall be limited to a refund of the shipping charges. This limitation of liability applies to all shipments, notwithstanding that the Customer or shipper has completed the CEVA "Declared Value" section and paid the additional charge. In no event shall CEVA be liable for any Consequential Damages even if CEVA or CEVA Personnel were notified in advance of the possibility of such damages occurring.

- 13.2 CEVA is not financially responsible under any circumstances for the consequences of failure to deliver a shipment by a stipulated time.
- 13.3 CEVA shall not be liable or responsible for the loss or damage to any shipment,
- A. the contents of which the Customer is prohibited from shipping,
 - B. which CEVA is not authorized to accept,
 - C. which CEVA states that it will not accept, or
 - D. which CEVA has the right to refuse.

CEVA shall not pay a claim for the loss or damage to a shipment unless all applicable transportation charges have been paid. CEVA shall not be liable for, and reserves the right in its sole discretion to deny claims pertaining to a shipment for which there are no CEVA records reflecting that the shipment was tendered to CEVA by the Customer.

- 13.4 Subject to Notice of Claim provisions set out in Section 15 and the limitation of liability set out in Sections 13.1, 13.2 13.3, 13.5, 13.6 and 13.7 of these Terms and Conditions, the amount of any loss or damage for which CEVA is liable shall be limited as follows:

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- A. Domestic Air Shipment: Except as otherwise provided in CEVA's Quote Tariff, CEVA's maximum liability for loss or damage is limited to CDN \$1.10 per kg or CDN \$50.00 per shipment whichever is less, unless a higher value is declared at the time of shipment and a supplementary charge paid. If a higher value is so declared, CEVA's maximum liability will be the lesser of the special declared value and the actual damages incurred; subject to proof of damages by the Customer.
- B. Transborder (Canada-U.S.) and International Air Shipment: CEVA's maximum liability for loss or damage is limited to U.S. \$20.00 per kg or the equivalent unless a higher value is declared at the time of shipment and a supplementary charge paid. If a higher value is so declared, CEVA's maximum liability will be the lesser of the special declared value and the actual damages incurred; subject to proof of damages by the Customer.
- C. Domestic Canada and Transborder Road Shipment from Canada to the United States: CEVA's maximum liability for loss or damage is the lesser of the value of the goods at the time and place of shipment and CDN \$4.41 per kg based on the weight of the shipment, unless the Customer has declared a higher value on the bill of lading and pays a supplementary charge, in which case CEVA's maximum liability will be the lesser of the declared value and actual damages incurred, subject to proof of damages by the Customer.
- D. Transborder Road Shipment from the United States to Canada: CEVA's maximum liability for loss or damage is U.S.\$9.07/pound, unless the Customer has declared a higher value on the bill of lading and pays a supplementary charge, in which case CEVA's maximum liability will be the lesser of the declared value and actual damages incurred, subject to proof of damages by the Customer.
- E. International Ocean Shipment: Unless otherwise mandated by compulsorily applicable law, CEVA's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US\$500 per package or per customary freight unit, unless Customer, with the consent of CEVA, has declared a higher value for the goods in the space provided on the front of the Transport Document and paid extra freight per CEVA's tariff, in which case such higher value shall be the limit of CEVA's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Customer or on its behalf, and the container is sealed when received by CEVA for shipment, CEVA's liability will be limited to US\$500 with respect to the contents of each such container, except when the Customer declares the value on the face of the Transport Document and pays additional charges on such declared

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value as stated in CEVA's tariff. The freight charged on sealed containers when no higher valuation is declared by the Customer is based on a value of US\$500 per container. However, CEVA shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

13.5 Exceptions from Liability:

CEVA shall not be liable for any other damages incurred over the declared maximum liability. Prior approval is required by CEVA in writing for declared value in excess of \$5,000.00. CEVA shall not be liable for loss, damage, or delay caused by

- A. an act or omission of the Customer or any other person with an interest in the shipment (including but not limited to insufficient packaging or labeling); or
- B. a defect or inherent vice in the shipment; or
- C. Events beyond CEVA’s control, including but not limited to acts of God, the Queen’s or public enemies, riots, strikes, authority of law, quarantine, mechanical delays or weather conditions.

13.6 The acceptance for transportation by CEVA of any shipment with a declared value in excess of \$5,000.00 that has not been approved by CEVA in writing does not constitute a waiver of this provision.

13.7 Maximum Declared Value

- A. Subject to obtaining prior written approval from CEVA, the maximum Declared Value that can be made by a Customer shall be no more than:
 - \$50,000 for a single package
 - \$50,000 for a C.O.D. package
 - \$100 for a package containing cheques, phone cards, lottery tickets or gift cards. In no event shall CEVA be liable for the face value of these items.
- B. Any attempt by the Customer or shipper to declare a value in excess of the maximum amounts stated above shall be null and void. The acceptance for carriage by CEVA of any shipment bearing a Declared Value in excess of the maximum amounts does not constitute a waiver of this provision.

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- C. Any Declared Value must be declared in Canadian dollars.
- D. For international shipments, the Declared Value cannot exceed the Declared Value for Customs.

14. Method of Transportation and Routing of Shipments:

CEVA undertakes to complete the carriage hereunder with reasonable dispatch. CEVA may use alternate carriers, aircraft, methods or modes of transportation without notice and with due regard to the interests of the Customer. CEVA is authorized by the Customer to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing, if any, as stated on the Transport Document. CEVA reserves the right to open and inspect any shipment tendered to it for transportation, but is not obligated to do so.

15. Notice Of Claim:

15.1 CEVA shall not be liable for loss, damage or delay unless the person entitled to delivery sends notice in writing setting out particulars of the origin, destination, date of the shipment of the goods, and the estimated amount claimed in respect of such loss, damage or delay, within the time limits prescribed below.

- A. Domestic Air Shipment: The person entitled to delivery must notify CEVA in writing in the case
 - i) Of visible damage to the goods, immediately after discovery of the damage and at the latest within 7 days from receipt of the goods;
 - ii) Of concealed damage to the goods, within 24 hours of receipt of the goods;
 - iii) Of delay, within 7 days of the date the goods are placed at his disposal; and
 - iv) Of non-delivery of the goods, within 60 days from the date of the issue of the Air Waybill.
- B. International Air Shipment: For those shipments to which the *Warsaw Convention* applies, the person entitled to delivery must notify CEVA of a claim based on loss or damage to the shipment within 7 days of receipt of the cargo, or 14 days if the amended *Warsaw Convention* applies. Notice of a claim based on delay in shipment must be given within 14 days from the date on which the cargo was placed at that person’s disposal, or 21 days if the amended *Warsaw Convention* applies.

For those shipments to which *Montreal Convention 1999* applies, the person entitled to delivery must notify CEVA of a claim based on loss or damage to the shipment within 14 days of receipt of the shipment, or, in the case of delay,

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within 21 days from the date on which the shipment was placed at the Consignee’s disposal.

- C. Road Shipment: For a claim based on loss, damage or delay, notice must be given within sixty (60) days after delivery of the shipment; for a claim based on non-delivery, notice must be given within nine (9) months from the date of shipment. The final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill.

- D. International Ocean Shipment: For a claim based on loss or damage arising out of a shipment by water, whether between Canada and a foreign country or from one place in Canada to another place in Canada (either directly or by way of a place outside Canada), notice of loss or damage and the general nature of such loss or damage must be given in writing to CEVA or CEVA’s authorized agent at the time the shipment is received, or, if the loss or damage is not apparent at the time of the shipment’s receipt, within three days of receipt. CEVA will in no event have any liability whatsoever with respect to any shipment by water unless suit is brought against CEVA within one year of the date upon which the shipment was, or should have been, delivered.

- 15.2 Receipt of a shipment without complaint will be regarded as proof that the goods were delivered in good condition. For damaged goods a written request for inspection must be made within 48 hours of delivery. CEVA shall not consider a claim for loss, damage or delay unless the original shipping cartons and packaging are made available to CEVA for inspection.

- 15.3 With respect to international air or ocean shipments, the right to damages against CEVA shall be extinguished unless an action is brought within one (1) year from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

- 15.4 With respect to domestic air shipments and international or domestic road shipments, CEVA shall be discharged of all liability in respect of any shipments undertaken under these Terms and Conditions unless suit is brought within two (2) years from the date of the shipment.

- 15.5 CEVA will not consider a claim for loss, damage or delay in delivery unless all transportation charges have been paid.

- 15.6 Claims for overcharges must be presented to Company within 90 days of the shipping date.

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16. Payment of Services:

- 16.1 Terms are net due upon receipt. The Customer shall pay to CEVA in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off. A late payment service charge will be applied against the total balance outstanding on late payments. Any past due account is subject to suspension of credit privileges without notice. Until credit has been established, payment in advance will be required for any shipments on hand.
- 16.2 Payments received from Customer may be applied, at CEVA's discretion, toward any particular or general balance or other monies owed by the Customer to CEVA.
- 16.3 Despite the acceptance by CEVA of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due. For greater certainty, if C.O.D. or "Freight Collect" charges are refused by the Consignee, return shipping charges will be billed to the Customer, in addition to the original outbound shipping charges.

17. PROVISIONS FOR CUSTOMS CLEARANCE OF INTERNATIONAL SHIPMENTS

- 17.1 The Customer must provide the required export documentation for customs purposes, including the Canadian export declaration (B13A), the commercial invoice and the certificate of origin. By providing this documentation, the Customer certifies to CEVA that all statements and information relating to exportation and importation are true and correct. There are civil and criminal penalties, including the forfeiture and sale of the shipment that may be imposed for making false or fraudulent statements.
- 17.2 Any customs penalties, including but not limited to Administrative Monetary Penalties (AMP), storage charges, or other expenses (collectively referred to as "Customs Charges") incurred as a result of an action by a governmental agency, or failure by the Customer, shipper or Consignee to provide proper documentation or to obtain a required license or permit shall be borne by Customer. If the Consignee does not pay these additional expenses, the Customer is liable for payment.
- 17.3 CEVA shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring or storing of shipments. **All duties on all imported shipments are due to CEVA on or before the 25th of the month imported in order for CEVA to clear that shipment through Canadian Customs in that month. All taxes on imported shipments must be treated as GST Direct with the Government of Canada.**

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CEVA shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by CEVA be construed as a waiver of the provisions hereof.

- 17.4 In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against CEVA for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of Customer, Customer agrees to indemnify and hold harmless CEVA for any amount CEVA may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including legal fees, incurred by CEVA in connection with defending such claim or legal action and obtaining reimbursement from Customer. The confiscation or detention of the shipment by any governmental authority shall not affect or diminish the liability of Customer to CEVA to pay all charges or other money due promptly on demand.
- 17.5 It is Customer's responsibility to know and comply with the marking and other Customs' requirements of the U.S. and any country having jurisdiction over a shipment, the regulations of any applicable governmental agency, including but not limited to the U.S. Food and Drug Administration, and all other requirements, laws and regulations of any applicable country or governmental agency. CEVA shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of Customer to comply with the laws, requirements or regulations of any country or governmental agency or with a notification issued to Customer by any such agency.

18. Right of Detention and Lien

All shipments (and documents relating to shipments) shall be subject to a particular and general lien and right of detention for monies owing either in respect of such shipment, or for any particular or general balance or other monies owed, whether then due or not, by the Customer, shipper, Consignee or owner of the shipment to CEVA. If these monies remain unpaid for 28 days after CEVA sends notice of the exercise of its right to these persons by any means of communication reasonable in the circumstances, the shipment may be sold by private contract or otherwise at the sole discretion of CEVA, and the net proceeds applied on account of the monies owing. CEVA will not be liable for any deficiencies or reduction in value received on the sale of the shipment nor, will the Customer be relieved from the liability merely because the shipment has been sold.

19. Refusal of Packages:

CEVA reserves the right to refuse any package that by reason of the dangerous nature or any other character of its contents is liable, in the judgment of CEVA, to soil, taint, or otherwise

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damage other merchandise or equipment, or that is economically or operationally impracticable to transport, or that is improperly packaged or wrapped or labeled.

20. Re-weigh and Volume verification:

CEVA reserves the right to reweigh and verify dimensions (cube) on all shipments. Weights and dimensions shown on the Transport Document may be verified and corrected at CEVA's sole discretion. The corrected billing weight as determined by CEVA may be applied for the assessment of rates, and the Customer agrees to pay same. If the Customer's original declared shipment weight is less than the shipment weight as determined by CEVA, CEVA reserves the right to administer an Additional Handling charge in accordance with the CEVA Accessorial Charges.

21. Service Levels:

Service levels are measured in business days to points within the destination terminal local service area. Points outside that area are considered as beyonds and are subject to additional day's transit depending upon the distance and services available from the destination terminal. Transit times quoted by CEVA exclude the day of pick-up but include the day of delivery.

22. Taxes & Surcharges:

Rates and charges are subject to all applicable government taxes. Rates and charges may also be subject to industry surcharges such as, but not limited to, fuel surcharges, NAV Canada charges, Airport or Border Security charges, etc. Rates are subject to change without notice.

23. Valuation Charges:

Canadian Domestic & Transborder Shipments: When a value is declared on any air waybill, manifest or other transport document, a valuation charge will be applied.

International Shipments: Valuation charges are available from CEVA on request.

24. Applicable Law and Jurisdiction

These Terms and Conditions shall be governed by and interpreted and enforced in accordance with the laws in force in Canada and the Provinces in which the shipments are handled in. By accepting CEVA's services provided under these Terms and Conditions, the Customer irrevocably submits to the exclusive jurisdiction of the appropriate Courts, Federal or Provincial, with respect to any dispute arising under or related to these Terms and Conditions.

25. Language

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The Customer and CEVA acknowledge that they have required that these Terms and Conditions and all documents, notices and correspondence relating directly or indirectly to these Terms and Conditions be prepared in English. Les parties reconnaissent avoir exigé que les présentes modalités et tous les documents, avis et correspondances y afférents directement ou indirectement soient rédigés en anglais.

26. Future Changes

Rates, charges, Terms and Conditions and services are subject to change without notice. The most current rates, charges, terms and conditions and services may be obtained by calling 1-888-327-8247.

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27. Terms and Conditions of Service:

Customer agrees to CEVA’s Terms and Conditions as stated above, which may be changed from time to time by CEVA without prior notice to Customer. A copy of CEVA’s Terms and Conditions is at www.cevalogistics.com.

(CUSTOMER – PRINT FULL NAME)

CEVA Freight Canada Corp.

(CUSTOMER – SIGNATURE)

(CEVA – SIGNATURE)

(DATE – MM/DD/YY)

(DATE – MM/DD/YY)

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