

STANDARD TERMS, CONDITIONS AND LIMITATIONS FOR THE DELIVERY OF SERVICES AND/OR PRODUCTS

The following terms, conditions and limitations comprise the Agreement ("Agreement") between ANY AND ALL OF OUR COMPANIES AS LISTED BELOW (hereinafter the "Supplier") and the Client identified in the Sales Contract (Sales Contract includes but is not limited to emails forming a transaction and all transport and brokerage documents and any other documents or transactional documents which may describe the transaction between the Supplier and the Client) entered into by the Supplier and the Client in respect to the Services and/or Products described therein (hereafter the "S&P"). A copy of the present Terms, Conditions and Limitations is available at all times on the Supplier's website and the Client specifically agrees that the present Terms, Conditions and Limitations are incorporated into the Sales Contract entered into by the parties. Unless amended by a separate written agreement, the present Terms, Conditions and Limitations and the Sales Contract constitute the entire and final agreement of the parties and cancels and supersedes any prior negotiations, agreements or information provided to the Client by the Supplier. Any modification to the present Terms, Conditions and Limitations will be available from time to time on the Supplier's website. The Client shall have the sole obligation to review any such changes. The Client acknowledges that it has not received or signed a printed copy of the present Terms and Conditions but acknowledges having taken cognizance of same on Supplier's website.

LIST OF OUR COMPANIES (the Supplier)
Raceline Logistics Inc.

The Supplier and the Client agree to the following:

Obligations of the Client

1. The Client shall pay the price for the S&P as set out in the Sales Contract.
2. Unless amended by a separate written agreement, payment terms are 30 days from Supplier's invoice date.
3. The Client shall not, under any circumstances, be entitled to withhold payment of any portion of the price for any reason including but not limited to any alleged claim for loss or damage or dispute concerning the S&P provided. All disputes will be settled as set out in Section 27 of this Agreement.
4. The Client shall not provide or tender dangerous or environmentally hazardous goods to the Supplier for S&P purposes. The Client is solely responsible for any claims, extra expenses or damages arising out of such goods.

Obligations of the Supplier

5. The provision of the contracted S&P is the only obligation of the Supplier. The quoted price is valid for 15 days and is subject to any changes in cost outside of the control of the Supplier including but not limited to material costs, taxes, licenses and permits, all of which are in excess of the quoted price.

Client's Duty of Disclosure

6. If the Client has any particular, specific or specialized knowledge of its product, including but not limited to a hazard or hazardous material which may cause injury or damage, or of potential defect or weakness in its product which may require specialized preparation, it must ensure that the required protection and preparation of its product is carried out by them prior to receipt by the Supplier, or subject to prior written agreement between the parties, provide specific instructions to

the Supplier for handling, preparation and packaging. The Supplier may also refuse to provide S&P for any product it deems unsafe and which it considers a danger to health, safety or property, and the costs related to the return of the property to the Client will be borne by the Client.

7. If the Client has any particular, specific or specialized knowledge of its product's transportation needs or legal requirements related thereto, it is solely responsible for providing the information to the Supplier prior to entering into the Sales Contract and the Client agrees that any additional costs resulting from undisclosed special requirements for the S&P exceeding the initial agreed price will be added to the price of the S&P and paid by the Client.
8. Any product provided by the Client which requires specialized lifting equipment, or for which the center of gravity is such that special care or handling is required for lifting or which otherwise impacts the S&P specifications, must be clearly identified by the Client and must be the subject of an advance written agreement between the parties setting out required information, instructions and costs.
9. All additional or specialized requirements of the Client must be clearly identified in writing and accepted by the Supplier with appropriate cost allowances being agreed to prior to arrival of the product at Supplier's facility for S&P. Any additional requirements made by the Client or required to ensure secure handling or shipping after arrival of the product at Supplier's facility will be the subject of an agreement by the parties as to additional costs. The Supplier may refuse to accept the property in such circumstances and the costs related to the return of the property to the Client will be borne by the Client.
10. Any direct and/or indirect damage and/or financial loss caused to and/or by Client's product arising out of the Client's failure to respect Articles 6 to 9 are the sole responsibility of the Client who will agree to defend, hold harmless and indemnify the Supplier.

Supplier's Limited Liability

11. The Supplier shall take all reasonable precautions to ensure that Client's property is protected while at the Supplier's facility. However, unless there is a specific written agreement for storage and warehousing, the Supplier's mandate does not include the risks and obligations associated with the storage and warehousing of the property. The Client confirms it has insurance coverage for its property which covers any damage or loss that may occur at Supplier's facility. Client therefore agrees that it and its insurers will hold Supplier harmless for all direct and/or indirect losses and financial claims arising out of damage to its property however caused unless said damage was caused solely by Supplier's gross negligence. Unless there is a specific agreement for storage and warehousing, the client shall hold harmless and indemnify the Supplier from any subrogation claim of Client's insurers.
12. In the event of loss caused by the Supplier's gross negligence, Client agrees to limit Supplier's liability to the cost of repair or replacement of the damaged property at Client's cost price with like kind and quality, whichever option is the lesser, up to a maximum value of \$250,000 Cdn. If the loss arises out of the transport of goods, the maximum limit is \$2 Cdn/lb or \$4.41 Cdn/kg up to a maximum of \$250,000 Cdn. If the property is not repairable, the compensation shall be based upon the Supplier's cost price to replace the property, and the damaged property will become the property of the Supplier unless the value of the damages exceeds \$250,000 Cdn. in which case the salvage proceeds will be prorated according to parties' respective financial interest.
13. The Supplier is not responsible for damages directly or indirectly caused by stacking of the product/S&P unless specific written instructions were provided in advance to the Supplier by the Client in respect to stacking and loads.

14. The Client acknowledges that it has an opportunity to inspect the S&P at the Supplier's facility, or at any other facility contracted by the parties to perform the S&P, in order to ensure that the S&P meets the Client's requirements for shipping. The Supplier is not liable for any damages to the Client or to any third party arising out of the S&P once the product is picked up for transportation from the Supplier's facility, or in the case of work performed at any other facility, as soon as a signature is obtained from the Client or Client's Agent signifying satisfactory completion of the S&P at that location. When work is performed at the Client's or at any other facility, at the end of each work day the Client is solely responsible to ensure the security of its product, as well as the S&P, Supplier's equipment, materials and tools, until the completion of the S&P and signature obtained as indicated above.
15. The Client shall indemnify and hold the Supplier harmless for damages occurring at the Client's facilities or at a third party's facility utilized and contracted by the Client, unless the damage is caused by the Supplier's gross negligence.
16. In the event that damage or injury is caused to any third party arising out of the Client's fault, negligence or failure to provide adequate information to the Supplier about the product or preparation for transport, the Client agrees to defend, hold harmless and indemnify the Supplier against all such claims.

Delivery

17. In the event that the Sales Contract specifies a date in writing for the delivery of the S&P which delivery date the Supplier is unable to meet, then the Supplier will advise the Client in writing as soon as practicable and provide the modified projected completion and delivery date of the S&P.
18. In the event that the Supplier sends a notice pursuant to Section 17, the Client:
 - a. Shall negotiate with the Supplier to reschedule the delivery within a reasonable time frame; or
 - b. If the parties cannot agree on a new delivery date, the Client may cancel the contract by advising the Supplier in writing and by paying the Supplier all amounts owing for S&P carried out prior to said cancellation date. No price reduction or adjustment of any kind will be made to the price of the S&P as at the date of cancellation
19. Without limitation, the Client renounces to any claim against the Supplier for damages of any kind due to any delays in respect to the delivery date of the S&P and/or Supplier's failure to meet any delivery date.
20. In the event of cancellation of the Sales Contract for any reason, costs related to the return of any property or product to the Client will be borne solely by the Client.
21. In the event that the Client is unable to take delivery of or arrange for shipment of its product/ completed S&P by the agreed date, the Client is responsible for all additional expenses incurred by the Supplier including but not limited to removal, storage and warehousing expenses. Such costs are payable immediately upon receipt of the Supplier's invoice for said costs. **THE SUPPLIER IS NOT LIABLE FOR ANY LOSS OR DAMAGE HOWEVER CAUSED ARISING OUT OF DELAYS CAUSED DIRECTLY OR INDIRECTLY BY THE CLIENT.**

Claims of the Client, Notice of Loss and Time Bar

22. In the event that damage occurs to Client's property and it is alleged that the damage was caused directly or indirectly by Supplier, then, without prejudice to Sections 11-16 above, the Client must:
 - a. Immediately report the damage to the Supplier in writing but in no event later than 5 days following discovery of the damage;

- b. In the event of damage to property transported by a third party carrier, the Client must allow the Supplier to inspect the damage prior to unloading, removal and disposal of packaging material and uncrating;
 - c. Allow the Supplier a reasonable opportunity to inspect the damage prior to undertaking repairs;
 - d. Report the claim to their own insurers and/or any potentially liable third party, such as Client's transporter.
23. Failure to respect Sections 22a, 22b and 22c above will vitiate and constitute a complete bar to any claim by the Client. The Supplier is not responsible for any damages arising out of the failure of the Client to respect Section 22d.

Intellectual Property

24. All methodology, processes, plans, concepts, designs and know-how used by the Supplier for S&P is solely its intellectual property unless otherwise agreed to in writing by the parties.

General

25. Both or either of the parties may claim relief for Force Majeure which may impede either party from completing its obligations either directly or indirectly; Force Majeure includes but is not limited to the following events: war, riots, strikes or labor disputes, fires, lightning, flood, hurricane or other major wind events or windborne damage, closure of shipping lanes or transportation modes due to any unforeseeable or unavoidable occurrence, closures resulting from any public order or any other act of god within the definition commonly accepted by Canadian and/or Quebec courts. It is the obligation of the party declaring the Force Majeure to attempt all measures to continue the project where practicable and within reasonable delays, failing which that specific portion of the S&P is declared undeliverable. The balance of the contractual arrangements remains in force and all costs for the specific S&P incurred by the Supplier up to the date that the Force Majeure is declared remain payable according to the terms of Articles 1 and 2.
26. Confidentiality: Both parties agree to maintain the confidentiality of all information exchanged between the parties pertaining to the Sales Contract and other projects both realized and unrealized, and said information shall not be disclosed to any third party.
27. This Agreement is governed by the laws of Quebec. The parties hereby attorn to the jurisdiction of the Courts of the province of Quebec. Therefore, any dispute relating to the interpretation or enforcement of the Sales Contract, including any claim for damages, must be filed before the Court of Quebec or Superior Court for the District of Montreal, as applicable. Without limitation, any Alternate Dispute Resolution (ADR), must take place in the province of Quebec unless the Supplier otherwise agrees in writing. In the event of a dispute between the parties they agree to first attempt to resolve same by non-binding mediation.
28. The Client undertakes that no legal proceeding or claim will be initiated against any officer, director, employee, préposé or agent of the Supplier, nor against any of the Supplier's Parent, Subsidiary, Affiliated or Associated Companies.
29. In the event of a discrepancy between the English and French versions of this document the English version shall prevail.