



STANDARD TERMS AND CONDITIONS FOR OCEAN FREIGHT BOOKINGS

Shalom Logistics Inc. – Acting as Agent Only, Applicable to FCL Shipments

These Terms and Conditions govern all bookings made through Shalom Logistics Inc. ("Shalom Logistics Inc."), whether directly or through its representatives, and apply to the Booking Party identified in the relevant Shalom Logistics Inc. Booking Form. By submitting a booking request or authorizing Shalom Logistics Inc. to arrange transportation services, the Booking Party accepts these terms.

1. ROLE OF SHALOM LOGISTICS INC.

- 1.1 Shalom Logistics Inc. acts solely as a freight forwarding agent and not as a carrier, NVOCC, or principal to the contract of carriage.
 - 1.2 Shalom Logistics Inc. does not issue its own bill of lading and acts only on behalf of the Booking Party or the underlying ocean carrier to facilitate transport.
 - 1.3 Any contract of carriage is made directly between the Booking Party and the performing ocean carrier or subcontracted service provider.
 - 1.4 Shalom Logistics reserves the right, at its sole discretion, to cancel any booking, in whole or in part, at any time prior to the commencement of transport. Such cancellation may occur due to operational constraints, compliance requirements, unforeseen circumstances, or other justifiable reasons. In such events, Shalom Logistics will endeavor to provide timely notice to the client and, where applicable, assist in exploring alternative arrangements.
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2. APPLICATION OF TERMS

- 2.1 These Terms and Conditions apply to all Full Container Load (FCL) shipments arranged through Shalom Logistics Inc.
 - 2.2 By submitting a booking or approving a shipment via Shalom Logistics Inc.'s systems, email, or documentation, the Booking Party agrees to be bound by these terms.
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3. LIMITATION OF LIABILITY

- 3.1 As a freight forwarding agent, Shalom Logistics Inc. shall not be liable for loss, damage, or delay of cargo occurring while in the custody of the ocean carrier, terminal, port authority, trucker, or other third-party service provider.
 - 3.2 Shalom Logistics Inc.'s liability, if any, shall be limited to direct loss resulting solely from its own proven gross negligence, up to a maximum of CAD 100 per shipment, unless a higher value is agreed in writing.
 - 3.3 The Booking Party must pursue any claims for cargo loss, damage, or mis delivery directly with the responsible ocean carrier or subcontractor.
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4. FCL SHIPMENTS – PACKING & RESPONSIBILITIES

- 4.1 For all FCL bookings, the Booking Party is solely responsible for the proper packing, loading, bracing, and sealing of the container.
 - 4.2 Shalom Logistics Inc. does not inspect or verify the contents of the container and is not liable for shortages, damage, or improper loading in FCL shipments.
 - 4.3 The Booking Party must ensure that the container complies with all applicable weight limits, safety requirements, and regulatory standards.
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5. FREIGHT, CHARGES & PAYMENTS

- 5.1 The Booking Party agrees to pay all applicable freight, terminal, documentation, demurrage, detention, and accessorial charges.
 - 5.2 Charges are earned upon acceptance of the cargo and are non-refundable, even if the cargo is lost or damaged in transit.
 - 5.3 Shalom Logistics Inc. reserves the right to recover outstanding charges from the Booking Party, including collection costs and legal fees.
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6. CARRIER TERMS AND THIRD-PARTY CONDITIONS

- 6.1 The booking party agrees that all transport services are subject to the terms and conditions of the ocean carrier, port authority, terminal, trucking company, and other subcontracted parties.
 - 6.2 The Booking Party agrees to be bound by the carrier's bill of lading, tariffs, and rules, including liability limits and claim procedures.
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7. CLAIMS & TIME LIMITS

- 7.1 Claims for cargo damage or loss must be submitted directly to the performing carrier (Shipping Line) within the time limits specified in their bill of lading (typically 3 days for visible damage, and 1 year to bring legal action).
 - 7.2 Any claims against Shalom Logistics Inc. (if applicable) must be submitted in writing within 7 calendar days of cargo delivery and are limited to CAD 100, unless otherwise agreed in writing.
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8. ROUTING, TRANSIT TIMES & FORCE MAJEURE

- 8.1 All transit times and vessel schedules are estimates only. Shalom Logistics Inc. is not responsible for delays caused by port congestion, customs clearance, carrier schedule changes, strikes, weather, or force majeure events.
 - 8.2 Shalom Logistics Inc. is authorized to use any route, carrier, or transshipment method deemed necessary for efficient execution of the shipment.
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9. COMPLIANCE AND DOCUMENTATION

- 9.1 The Booking Party is responsible for ensuring compliance with all customs, regulatory, and export/import laws.
 - 9.2 The Booking Party must provide accurate documentation and indemnify Shalom Logistics Inc. against any costs or penalties resulting from misdeclaration, improper packing, hazardous cargo, or non-compliance.
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10. GOVERNING LAW AND JURISDICTION

- 10.1 These Terms and Conditions shall be governed by the laws of the Province of Ontario, Canada.
 - 10.2 All disputes arising from or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Brampton or Toronto, Ontario, Canada.
 - 10.3 The Booking Party waives any right to bring proceedings in any other jurisdiction or to object to venue in Ontario.
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11. ENTIRE AGREEMENT

These Terms and Conditions, together with Shalom Logistics Inc. Booking Form and any carrier documents, constitute the entire agreement between the parties. No modification or waiver is valid unless in writing and signed by an authorized representative of Shalom Logistics Inc.