



TERMS & CONDITIONS

1. **ROLE AS GOODS FORWARDER**

- 1.1. Verigo Logistics Ltd. (the “**Company**”) contracts the service of third-party service providers (each, a “**Third-Party Service Provider**”, together, the “**Third Party Service Providers**”) to transport the goods (the “**Goods**”), of a Customer as hereinafter defined, deals with all matters related to customs, and provide other logistics-related services (the “**Services**”).
- 1.2. The Company acts solely as agent on behalf of the Customer in engaging the Services on the usual terms and conditions on which the Third-Party Service Providers offer such services for the carriage, storage, packing or handling of any goods, or for any other service in relation to them, thereby establishing a direct contract between the Customer and the Third-Party Service Providers, capable of being enforced by the Customer as principal, notwithstanding if the Customer is identified in such a contract. The Company will, on demand by the Customer, provide evidence of any contracts made on the Customer’s behalf.
- 1.3. The Company may engage Third-Party Service Providers to carry out the following services including, without limitation: ocean, rail, and road carriers; customs brokers; other Goods forwarding agencies; storage; and terminal and warehouse facilities.
- 1.4. The Company may provide free advice and information (the “**Advice**”) related to logistics services and will not incur any additional liability as a consequence of giving the Advice, including liability in negligence.

2. **OBLIGATIONS OF THE COMPANY**

- 2.1. The Company warrants that it will exercise reasonable care in the discharge of its obligations, including the selection of, and instruction to, Third-Party Service Providers engaged on behalf of the Customer.
- 2.2. The Company will arrange transport and other related services within a reasonable time after receiving the Customer’s instructions (the “**Instructions**”). If at any stage in providing the Services, the Company should reasonably consider, due to unforeseen events or circumstances, that there is a good reason to depart from the Instructions, the Company will be permitted to do so and will not incur any additional liability because of such decisions or actions.
- 2.3. If at any stage in providing the Services, events or circumstances come to the Company’s attention that, in its sole opinion, make it impossible to complete the Services, the Company will take all reasonable steps to inform the Customer of such events or circumstances and seek further instructions as to how to proceed. If the Customer fails to instruct the Company within a reasonable period of time relative to the severity of the event, the Company will be permitted to take any such action as it deems necessary in its sole discretion to best mitigate the situation for all concerned and will not incur any additional liability as a consequence. In such circumstances, the Customer will pay the Company all additional costs incurred, if any, by the Company when taking all action it deems necessary.

3. **OBLIGATIONS AND WARRANTIES OF THE CUSTOMER**

- 3.1. “Customer” includes the party giving instructions, the shipper, the consignee, and the owner of the Goods.
- 3.2. The Customer warrants that it is either the owner of the Goods (the “**Owner**”) or the authorized agent of the Owner and that it accepts these Terms & Conditions not only for itself, but also as agent for and on behalf of the Owner.
- 3.3. The Customer warrants to have reasonable knowledge of areas and issues affecting the conduct of their business, including the terms of purchase and sale, the need for insurance and the extent of coverage available for the type of goods being tendered for shipment, and the need to preserve and retain documentation.
- 3.4. The Customer warrants to understand the need for the confidential handling of information related to the transport



of:

- (a) high value goods, which include, without limitation: luxury items such as jewelry, precious metals, artwork, high-end electronics, and pharmaceuticals, among others, or any other item or products that have a significant monetary value, are highly desirable; and
 - (b) target goods, which are goods that are specifically targeted by criminals for theft, diversion, or counterfeiting, including electronics, pharmaceuticals, and luxury goods, but can also include commodities like fuel, metals, and chemicals.
- 3.5. The Customer warrants that all Goods have been properly and sufficiently prepared, packed, stowed, labeled and marked, and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.
- 3.6. Without limiting the foregoing, the Customer will provide timely and accurate information about:
- (a) the verified gross mass (“**VGM**”) of the package(s) and/or the vehicle or container used to move the Goods from one location to another (the “**Transport Unit**”); and
 - (b) the identity of the duly authorized person so verifying.
- 3.7. The Customer warrants the accuracy of the VGM of the Goods. The Customer will maintain documentation evidencing measurement of VGM as required by law.
- 3.8. Unless the Company has accepted instructions to arrange for the loading of the Transport Unit, the Customer warrants that:
- (a) the Transport Unit has been properly and competently loaded;
 - (b) the Goods are suitable for carriage in or on the Transport Unit; and
 - (c) the Transport Unit is in a suitable condition to carry the Goods loaded therein (save to such extent as the Company has approved the suitability of the Transport Unit).
- 3.9. Unless the Company has accepted instructions to arrange for the loading of the Transport Unit, the Customer agrees that the Company and the Third-Party Service Provider shall have no liability for penalties, fines, loss or damage to the Transport Unit arising out of improper loading.
- 3.10. The Customer warrants that the materials used in the packaging of the Goods conform to all current, governmental regulations in place in the potential jurisdictions through which the Goods may travel from origin to final destination. The Customer indemnifies and saves harmless the Company from all responsibility and damages arising as a result of inadequate packaging of the Goods.
- 3.11. The Customer warrants to understand that, in the case that the Customer requests the collections of Goods, duties or other expenses from a consignee or any other person when the Goods are accepted, the Customer will remain responsible for these amounts if not paid immediately when due.

4. Dangerous or Hazardous Goods

- 4.1. The Customer undertakes not to tender for transportation any goods that are of a dangerous, inflammable, radioactive, hazardous or damaging nature (the “**Dangerous Goods**”) without first giving full particulars of the Dangerous Goods to the Company at least seventy-two 72 hours in advance. The Company will notify the Customer in writing of its acceptance to transport the Dangerous Goods.
- 4.2. The Customer undertakes to mark the Dangerous Goods and the outside of any packages or container in which the Dangerous Goods may be placed to comply with any laws or regulations that may be applicable during the carriage. In the case of Dangerous Goods where the place of receipt is a point within Canada, the Customer further warrants that the Dangerous Goods, the packaging and markings thereof comply in all respects with the provisions of any



legislation or regulations governing the transportation of Dangerous Goods.

- 4.3. The Customer warrants that all information in all forms relating to the general and dangerous character of the Dangerous Goods, their description, barcoding, marks, numbers, weights, volume and quantity of the goods, as furnished by the Customer or on its behalf, was accurate and complete at the time the Dangerous Goods were taken in charge by the Company or any Third-Party Service Provider(s) whose services the Company has engaged. The Customer further undertakes to provide independent confirmation of such particulars on the request of the Company. All responsibility, including penalties, fees and damages arising from incorrect declaration will be borne by the Customer.
- 4.4. If it fails to comply with the obligations of this section 4, the Customer will indemnify and save harmless the Company against all loss, damage or expense arising out of the Dangerous Goods being tendered for transportation or handled or carried by or on behalf of Third-Party Service Providers retained by the Company.
- 4.5. Goods which in the opinion of the Company or the person who has custody or possession thereof are Dangerous Goods or may become dangerous and present a hazard, may, at any time or place and without liability on the part of the Company, be unloaded or destroyed or rendered harmless.

5. PAYMENT

- 5.1. The Company may provide quotes for Services to Customers (each a **Quote**, collectively, the "**Quotes**"). The Quotes are estimates only, unless stated otherwise in writing, and thus are subject to fluctuation by third party charges relating to fuel, currency, security, or other surcharges.
- 5.2. Quotes are provided on the basis of immediate acceptance and are subject to withdrawal or revision at any time. Unless otherwise agreed in writing, the Company may revise the Quote upon notice to the Customer, in the event of changes beyond the Company's control, such as, but not limited to: variance in the Good's declared weight and volume, Goods rates, various carrier surcharges, foreign exchange rates, and fees of regulating bodies.
- 5.3. The Company will provide the Customer with an invoice for the Services (the "**Invoice**") and the Customer will, within fifteen (15) days of the date of the Invoice, and without reduction or deferment on account of any claim, counterclaim or set off, pay the Company the amount indicated in the Invoice.
- 5.4. All charges for services are due within fifteen (15) days of the date of the Company's invoice. If any charges remain outstanding for more than thirty (30) days from the date of the Company's invoice, such charges shall be subject to 1.5% per month interest, or the highest amount allowed by law, whichever is less.
- 5.5. The Company may receive and retain all payments, commissions, documentation allowances, profits on foreign exchange and other remunerations for the Services.

6. NOTIFICATIONS OF CLAIM FOR LOSS OR DAMAGE

- 6.1. All claims for loss or damage must be filed with the Third-Party Service Provider on the date that the claim is discovered found. The Company may facilitate the processing of claims at the request of the parties, and in such event, Customer agrees to provide any documentation requested by the Company.
- 6.2. While not obligated to for any reason, should the Company choose to pay the Customer for any claims of any kind, by making such payment, the Customer assigns any and all rights to the property and any claims against Third-Party Service Providers related to such claims to the Company, and the Customer agrees to fully cooperate in such claims against the Third-Party Service Providers.
- 6.3. The Customer will notify the Company of a claim in writing (the "**Notification**") within the following timelines:
 - (a) For loss and/or damage, within seven (7) days of the completion of transit.
 - (b) For delay in delivery or non-delivery, within thirty (30) days of the date when the Goods should have been delivered; and



(c) For any other instance, within forty-five (45) days of the event giving rise to the claim.

6.4 If the Notification is not received within the required time frames as stipulated in section 7.3, the claim will be deemed to be waived and thus void and the Company absolved of all liability.

6.5 A signed Bill of Lading indicating external damages noted upon delivery, will be required in order to consider any claim related to damaged Goods.

6.6 The Company will be discharged of all liability under these Terms & Conditions unless a lawsuit is brought within nine (9) months from:

(a) the date of delivery of the Goods for claim or damage to Goods; or

(b) the date when the Goods should have been delivered for claims for delay in delivery or loss of Goods.

With respect to loss or damage other than loss of or damage to the Goods, the nine-month period will be counted from the time when the act or omission of the Company giving rise to the claim occurred.

7. INSURANCE COVERAGES

7.1. All carrier insurance is arranged by the Company on behalf of the Customer (the “**Carrier Insurance**”) and is subject to the terms and conditions of the insurance policies and procedures of insurance provider. The Company also carries its own insurance (the “**Company Insurance**”).

7.2. If the Customer makes a claim under a policy of the Carrier Insurance, or under their own insurance, the Company will not be liable for any reason, including, without limitation, if the Customer, for any reason whatsoever, fails to recover a loss in whole or in part.

7.3. The Company’s insurance shall only extend coverage to claims of any kind or nature caused by the Company’s negligence. Without admitting liability for any cargo loss, damage, or delay claims, should a court of law or binding arbitration find the Company liable for cargo loss, damage, or delay, the Company’s liability shall be the same as if it had been the Carrier under section and the Company shall be entitled to the same defenses and liability caps as would have applied to the Carrier.

8. LIABILITY AND LIMITATIONS

8.1. **The Company will not be liable for damages from any cause whatsoever, including special damages, regardless of the form of action, whether in contract or in tort, including negligence, strict liability or otherwise, arising from or relating to any act or failure to act on the part of a Third-Party Service Provider, and all claims arising from the act of a Third-Party Service Provider shall be brought solely against the Third-Party Service Provider and/or its agents.**

8.2. **In no event will the Company’s aggregate liability arising out the provision of the Services, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the lesser of:**

(a) **The value of the freight, as declared on the bill of lading;**

(b) **The value of the settlement, if any, offered through the Company’s Insurance policy; or**

(c) **\$2 per pound on the total weight of the freight, as declared on the bill of lading.**

8.3. **Without prejudice to any other conditions contained herein, the Company will not be held liable for:**

(a) **Loss or damage for any cause, event or labour disruption, whether legal or not, where the Company or its agents using reasonable diligence could not avoid;**

(b) **Indirect or consequential loss or damage including, but not limited to: loss of market, loss of profit, revenue, interest, loss of good will, business interruption, work stoppage or other; and**



- (c) **Loss of, damage to or consequential or indirect loss caused by delay or deviation or “ad valorem” shipments or agreed transit time in connection with the transportation of goods.**

9. INDEMNITY

- 9.1. The Customer will indemnify and save harmless the Company against all duties, taxes, payments, fines, expenses, losses, damages and liability in excess of the aggregate liability of the Company in accordance with these Terms & Conditions, suffered or incurred by the Company in the performance of its Services to which these Terms & Conditions apply.
- 9.2. The Customer will indemnify and save harmless the Company, its servants, subcontractors and agents, from any liability in connection with the Services which are the subject of these Terms & Conditions in excess of the liability of the Company in accordance with these Terms & Conditions, against the following:
 - (a) all claims, costs and demands suffered or incurred by the Company in the performance of its obligations, regardless whether such claims arise from or in connection with breach of contract, negligence or breach of duty; and
 - (b) all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities including without limitation any storage, demurrage, port, or terminal charges and any liability to indemnify any other person against claims made against such other person by the Customer or by the owner arising out of the Services or arising from any breach by the Customer of any warranty contained in these conditions or from the negligence of the Customer.
- 9.3. These Terms & Conditions apply whenever any claim is made against any agents, affiliates, directors, officers, employees or contractors of the Company, or a Third-Party Service Provider engaged by the Company to perform any transport or related services for the Goods, whether such claim is founded in contract or in tort.
- 9.4. The Company shall indemnify, defend and hold harmless the Customer for any claims for payment by Third-Party Service Providers for charges related to the Goods. The Customer shall have no right to offset amounts owed to the Company for any reason.

10. BILL OF LADING

- 10.1. Each shipment tendered by the Customer and accepted by the Company shall be evidenced by and subject to the terms, conditions and provisions of a Bill of Lading. If there is a conflict between the terms and conditions of the Bill of Lading and these Terms & Conditions, these Terms & Conditions shall govern. The Customer warrants that it will not name the Company on the bill of lading as anything other than an agent for the Third-Party Service Provider and agrees that in the event the Company is named on the bill of lading as anything other than an agent for the Third-Party Service Provider, it shall not subject the Company to liability above and beyond its liability herein as an agent for the Third-Party Service Provider. The Customer agrees further that naming the Company on the bill of lading is merely an act of convenience for the Customer and not in any way intended to change the Company's liability to anything other than an agent for the Third-Party Service Provider. The Customer acknowledges and agrees that the Company is not physically hauling any Goods and that the Third-Party Service Providers are the ones physically hauling the Goods.

11. FORCE MAJEURE

- 11.1. The Company will be relieved of any and all liability for any loss or damage if, and to the extent that, such loss or damage is the result of an event or circumstance (a “**Force Majeure Event**”) that prevents the Company from performing one or more of its contractual obligations to the extent that the Company is affected by an impediment which is beyond its reasonable control, such impediment could not reasonably have been foreseen and could not reasonably be avoided or overcome by the Company acting in a commercially reasonable manner. The following events will be presumed to be a Force Majeure Event: a) war (whether declared or not), hostilities, invasion, acts of foreign enemies, extensive military mobilization; b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy; c) currency and trade restriction, blockade, embargo,



sanction; d) act of government authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; e) plague, epidemic, pandemic, natural disaster, extreme natural event, extreme weather event, nuclear, chemical or biological contamination; f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises; or any other event or circumstance beyond the Company's control. In such circumstances the Company is entitled to modify its services, procedures, rates, prices, and surcharges as in the Company's reasonable discretion are considered necessary, and the Company is entitled to full remuneration and indemnity for any charges so incurred or applied.

12. DETENTION AND LIEN

- 12.1. The Company will have a special and possessory lien and a right of detention on all Goods or documents relating to Goods in its possession in respect of all monies owing for Services, at any time from the Customer, shipper or consignee.
- 12.2. After giving twenty-one (21) days written notice to the Customer, the Company will be entitled to sell or dispose of such Goods or documents at the sole discretion of the Company and the expense of the Customer. The net proceeds of sale of such Goods will be applied first to all outstanding amounts and the residual amount will be credited to the Customer, shipper or consignee as the case may be. The Company will not be liable for any reduction in value received on the sale of Goods. In the event the sale of such Goods does not adequately cover the cost of amounts owing to the Company, the Customer will remain liable to the Company for the balance owing.

13. GENERAL

- 13.1. These Terms & Conditions will be governed by the laws of Canada and the province within Canada in which the Company has its principal place of business. By accepting the services provided under these Terms & Conditions, the Customer irrevocably attorns to the exclusive jurisdiction of the Courts of that Province and the Federal Court of Canada. 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.
- 13.2. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject-matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 13.3. Time is of the essence in this Agreement.
- 13.4. The provisions of this Agreement will be binding upon and inured to the benefit of heirs, personal representatives, and successors of the Parties.
- 13.5. No waiver of any provision of this Agreement will be deemed, or will constitute a continuing waiver, and no waiver will be binding unless executed in writing by the Party making the waiver.
- 13.6. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.