

FEDEX TRADE NETWORKS TRANSPORT & BROKERAGE (CANADA), INC. STANDARD TRADING CONDITIONS

FedEx Trade Networks Transport & Brokerage (Canada), Inc. ("FedEx Trade Networks") has adopted, and modified where appropriate, the Canadian Society of Customs Brokers Standard Trading Conditions. All transactions which FedEx Trade Networks has with its clients will be governed by these Conditions and, unless the client advises otherwise in writing, FedEx Trade Networks will assume that the client is agreeable to be bound and will in fact be bound by these Standard Trading Conditions.

1. Definitions

Canada Customs" means the Canada Border Services Agency, any other Department or Agency, and any other successor Department or Agency of the Government of Canada or any Province thereof having jurisdiction over imports and exports.

"Client" is any person, firm, association or corporation at whose request or on whose behalf, either directly or indirectly, FedEx Trade Networks undertakes any business or provides advice, information or services. "FedEx Trade Networks" is the corporation licensed by the Canada Border Services Agency, or other authorized body, to engage in the business of a Customs Broker.

"Customs Duties" means any duties, taxes and levies on imported goods under the Customs Act, the Customs Tariff, the Excise Act, the Excise Tax Act, the Special Import Measures Act or any other law relating to customs, excluding any penalties, interest or fines imposed under any of the aforesaid acts or any other law relating to customs.

"Disbursements" means any payment made by FedEx Trade Networks, on behalf of the client, for any product or service rendered in connection with the facilitation of the import and export of goods but not limited to Customs Duties, taxes, freight, storage, penalties, interest and fines and any other payments, including payments for goods on CDD shipments made by FedEx Trade Networks on behalf of the Client.

"Services" shall mean those customs broker services in Annex A which are agreed to by the Client and FedEx Trade Networks.

2. Fees and Disbursements

(a) The fees for Services shall be in accordance with the fee schedule as agreed upon between the Client and FedEx Trade Networks as amended from time to time.

(b) The Client shall pay to FedEx Trade Networks all fees charged for the Services rendered by FedEx Trade Networks to the Client.

(c) Disbursements incurred by FedEx Trade Networks on behalf of the Client shall be reimbursed to FedEx Trade Networks by the Client

3. Invoicing and Payment

(a) FedEx Trade Networks shall issue invoices to the Client for all fees and Disbursements pertaining to Services rendered to and on behalf of the Client.

(b) All such invoices shall be payable upon receipt, or as otherwise agreed, by the Client.

(c) Interest on all late payments shall be paid at the rate set by FedEx Trade Networks, as amended from time to time, upon which interest shall be charged commencing 14 days after the invoice date or as otherwise agreed.

(d) In the event of default of payment by the Client, FedEx Trade Networks, in addition to any other legal rights and remedies shall have the right to retain, in its possession, all goods of the Client which are currently in its possession and all goods of the Client which may, in the future, come into its possession. The right of possession shall include the right to sell the goods by public auction in the event that such default shall continue for a period of 45 days.

4. Advancement of Funds

(a) Upon request by FedEx Trade Networks, the Client shall provide to FedEx Trade Networks, prior to the release of a shipment of the goods imported by the client, sufficient funds to enable FedEx Trade Networks to pay on behalf of the Client all Disbursements that are estimated by FedEx Trade Networks to be payable on such shipment.

(b) If, at any time, FedEx Trade Networks or Canada Customs determines that additional funds are required with respect to goods imported by the Client, the Client shall upon demand advance such additional funds to FedEx Trade Networks.

(c) If after payment of Disbursements by FedEx Trade Networks concerning the goods imported by the Client any balance of funds remains outstanding to the credit of the Client, FedEx Trade Networks shall return to the Client, unless instructed by the Client to the contrary, any remaining balance of funds.

(d) If the Client fails to advance funds to FedEx Trade Networks upon request by FedEx Trade Networks as aforesaid, FedEx Trade Networks shall have no obligation with respect to rendering Services concerning the goods for which advance funds had been requested by FedEx Trade Networks.

5. Duties and Responsibilities of the Client

(a) The Client shall

i. provide to FedEx Trade Networks all information necessary for FedEx Trade Networks to provide the Services set out herein, including all information required to complete Canada Customs documentation and/or data requirements;

ii. promptly review all documentation and/or data and notify FedEx Trade Networks of any inaccuracies, errors or omissions found therein and advise FedEx Trade Networks promptly and within the time periods set out in paragraph 7 hereof;

iii. reimburse, indemnify and save harmless FedEx Trade Networks with respect to any of the matters set out in subparagraph (c) hereof;

iv. indemnify and save harmless FedEx Trade Networks against any and all actions, claims, suits or demands of any nature whatsoever arising from third party claims which result from inaccuracies, mistakes or omissions in the information and documentation provided to FedEx Trade Networks by the Client or its agents and relied upon by FedEx Trade Networks.

(b) The Client warrants that it is the importer, exporter, or owner of the goods for which it has retained FedEx Trade Networks; that it has full power and authority to retain, appoint as attorney and instruct FedEx Trade Networks; and that all information provided to FedEx Trade Networks shall be complete, true and accurate and acknowledges that FedEx Trade Networks shall be relying on such information to provide the services set out herein.

(c) The Client shall be solely liable for:

i. any and all Disbursements made by FedEx Trade Networks on behalf of the Client;

ii. any Customs Duties, fines, penalties, interest or other levies imposed by Canada Customs or other Government Departments with respect to the goods imported or to be imported into Canada, or exported or to be exported from Canada, by the Client;

iii. any loss or damage incurred or sustained by FedEx Trade Networks in relation to the provision of services to the Client herein.

6. Duties and Responsibilities of the Broker

(a) FedEx Trade Networks shall at all times provide Services in a timely and professional manner in accordance with the generally accepted standards of the Canadian customs brokerage industry and in compliance with all applicable laws and regulations of Canada and any Province or Territory thereof.

(b) FedEx Trade Networks shall take all reasonable steps to provide Services in accordance with the instructions from the Client, provided however, that should FedEx Trade Networks reasonably consider that it is in the interest of the Client to depart from the Client's instructions, FedEx Trade Networks shall have the authority to do so and shall be indemnified and saved harmless by the Client for so doing.

(c) FedEx Trade Networks shall provide to the Client in respect of each transaction or summary accounting made on the Client's behalf a copy of the accounting documents and/or data pertaining thereto.

(d) FedEx Trade Networks shall promptly account to the Client for funds received to the extent that these funds are:

i. for the credit of the Client from the Receiver General for Canada, or

ii. from the Client by way of advances provided in paragraph 4 hereof in excess of the Disbursements payable in respect to the Client's business with Canada Customs or other Government Departments.

(e) FedEx Trade Networks shall not be liable for any error in judgment or for anything which it may do or refrain from doing or for any resulting or consequential damage or loss caused by the negligence of FedEx Trade Networks or by an act of God or other act or cause beyond the reasonable control of FedEx Trade Networks. FedEx Trade Networks shall not be liable for any failure to provide the Services which is a result of the operation of the applicable laws of Canada or any other country or a change in the policies of Canada Customs.

(f) All of our information pertaining hereto shall be kept confidential by FedEx Trade Networks and its sub-agents, if applicable, and shall only be released to CBSA as required by law, subject to instructions provided by an authorized representative to FedEx Trade Networks to release the information to third parties; notwithstanding the foregoing, FedEx may provide any of such information to any direct or indirect subsidiary of FedEx Corporation.

7. Errors and Omissions

Any errors or omissions on Canada Customs documents and/or data transmissions must be reported in writing to FedEx Trade Networks by the Client as soon possible but in any event within 10 days of receipt of the documents and/or data. FedEx Trade Networks shall not be responsible for any errors or omissions unless the same are reported to FedEx Trade Networks within the said 10-day period

8. Termination

In the event that the Agency Agreement and Power of Attorney is terminated and there are any outstanding matters pertaining to the Client for which FedEx Trade Networks has been engaged by the Client and for which FedEx Trade Networks remains liable, the Agency Agreement and Power of Attorney shall continue in force with respect to such matters until such matters are concluded and payment by the Client to FedEx Trade Networks of such funds as may be required to satisfy all outstanding payment liabilities of FedEx Trade Networks to Canada Customs and others (including all Fees and Disbursements) has been made by the Client.

9. Governing Law

These conditions shall be governed by the laws of the Province within Canada, or Territory, within which FedEx Trade Networks has its principal place of business and the Client hereby irrevocably attorns to the Courts of such Province or Territory. The General Agency Agreement and these conditions shall enure to the benefit of and be binding upon the parties and their respective executors, administrators, successors and assigns.

10. Severability

Each of the clauses of these Standard Trading Conditions is and shall be deemed to be separate and severable and if any provision or part of these conditions is held for any reason to be unenforceable, the remainder of these Standard Trading Conditions shall remain in full force and effect.

Please initial: _____