

NUQUEST CONDITIONS OF CONTRACT OF CARRIAGE FOR CUSTOMERS

1. In tendering this shipment, the shipper agrees to these Conditions of Contract of Carriage, which no agent or employee of the parties may alter, and that this shipping document is non-negotiable and has been prepared by the shipper. The shipper certifies and represents that the information inserted on the face of this shipping document is complete and accurate. It is agreed among the parties that the conditions of contract of carriage for this shipment are governed by NuQuest tariffs, available for inspection at the NuQuest Corporate office and which are hereby incorporated into this contract. NOTE: "Shipper" in this contract means the party, from whom the shipment is received, and any party who requested the shipment be transported by NuQuest, any party having an interest in the shipment, and any party who acts as an agent for any of the above. Except to the extent of any written contract between shipper and NuQuest, this shipping document supersedes and negates any claimed, alleged or asserted oral agreement, promise, representation or understanding between the parties with respect to this shipment.

2. Shipper warrants and represents to NUQUEST that the information set forth on the face of the waybill is complete and accurate; that each package and/or article in this shipment is properly and completely described on this shipping document and is adequately packaged to protect the enclosed goods to ensure safe transportation with ordinary care in handling; is properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the Canadian Department of Transport, Highway Traffic Act and the U.S. Department of Transportation and the Transportation Security Administration, including without limitation all regulations governing the transportation of hazardous materials. Shippers violation of any of these warranties will excuse NUQUEST from any liability whatsoever for damage to any item(s) incurred as a result of such violation and shall also cause Shipper to be liable to NUQUEST for all claims, fines, penalties, damages, costs or other sums, including reasonable attorneys' fees, incurred by NUQUEST as a result of such violation.

3. At time of delivery, the consignee must note on the delivery receipt any exceptions to the condition of the shipment or the shipping containers. It is the sole responsibility of the shipper and consignee to understand the importance of inspecting and indicating damages on bill of lading, and the liability resulting in failure of this duty. NUQUEST shall not be liable for concealed damage not noted on the delivery receipt unless Shipper is able to prove that such loss or damage occurred while the Shipment was in NUQUEST's possession. In addition, NUQUEST shall not be liable for i) damage to exterior packaging and outside shipping containers, ii) damage/loss to articles that are adequately packaged but shipped in unenclosed containers and marked to insure safe transportation with ordinary care in handling unless mishandling an/or loss is evident and is so noted on the delivery receipt at time of delivery, or iii) damage to fluorescent tubes, neon lighting, neon signs, X-Ray tubes, glass or other inherently fragile items. Note, a clear delivery receipt shall be prima facie evidence of ordinary care in handling and receipt of the shipment in good condition.

4. NUQUEST SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME, INTEREST, UTILITY, OR LOSS OF MARKET, WHETHER OR NOT NUQUEST HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

5. Due to the inherent nature of the transportation business, NUQUEST does not guarantee pick up, transportation, or delivery by a special date or a special time, and shall not be liable for the consequences of failure to do so.

6. Overcharge claims must be filed in writing with NUQUEST at the address shown on the front of this waybill (200 Turnbull Court, Cambridge, Ontario, Canada) within 180 days of Shipper's receipt of the original bill form NUQUEST; and, provided that such a claim has been timely filed, any action or proceeding by shipper against NUQUEST to recover such charges shall be commenced not more than eighteen (18) months after shipper's receipt of NUQUEST's applicable invoice. Claims for loss or damage must be filed in writing with NUQUEST within nine (9) months after the delivery of the Shipment, with exception of claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. In addition, written notice must be given to NUQUEST of concealed damage/loss claims (e.g. claims for loss or damage discovered after delivery and after a clear delivery receipt has been given) within two (2) calendar days of the delivery thereof to be considered for claim action. In the case of claims for loss or damage to Shipment(s), NUQUEST must be allowed the privilege to make inspection of the original Shipment(s) and their container(s) and packaging material(s) at the assigned delivery location set out on the assigned bill of lading for said shipment and place of delivery. Failure to keep original packaging intact, at assigned delivery location, and allow NUQUEST to inspect such packaging and product will negate any claim action against NUQUEST as a result. Verbal and written notice must be given to NUQUEST of any claim for damage to perishables within 8 hours of delivery. Formal Claims and notices shall be filed with NUQUEST at 200 Turnbull Court Cambridge, ON N1T 1J2.

7. No claims will be considered until all transportation charges have been paid. Claims may not be deducted from transportation charges and no claims may be deducted from any other charges owed to NUQUEST.

8. Unless a higher value is declared at time of shipment (see section 9 terms of pre approval) and excess value charges of \$2.50 for each \$100.00 of declared value are paid, Shipper agrees and declares that NUQUEST's liability for loss or damage to any Shipment or portion thereof is limited to of i) \$0.50 per pound per piece for US shipments and 2.00 per pound for Canadian shipments lost or damaged with a minimum of \$50.00 per shipment or ii) the actual invoice value of the article or articles lost or damaged if a lesser amount that i. Articles and/or shipments with a declared value in excess of \$15,000 OR 10.00 per /lb. It is agreed by the "Shipper" all additional insurance over the stated amounts above will not be accepted for transportation unless the Shipper makes advanced arrangements therefore with NUQUEST by notifying the local NUQUEST office handling the Shipment on behalf of the Shipper via email with a response indication authorization prior to tendering shipment. In no event shall a declared value indicated on the shipping bill of lading at time of pickup, which has not previously approved by NUQUEST warrant any assumption of insurance on that shipment. In the case where there is no Pre-approval and value is declared the "Shipper" agrees to waive their right of declared insurance and any subsequent claim which may arise during or after the completion of said shipment. NUQUEST's liability for aggregate losses at any one time at any one place exceed \$25,000.

It is agreed upon and understood that the C.O.D. amount of the shipment stated on the face of this shipping document, if applicable, does not constitute the declared value of the shipment.

9. Where Shipper seeks to declare a value for a Shipment consisting of more than one piece, it shall be Shipper's responsibility to affix a numbered label to each such piece and then to declare a value correlating to each such number in the space provided on the face of this waybill. All additional insurance required must be approved by NUQUEST prior to tendering the shipment to NUQUEST. Failing compliance with this requirement, NUQUEST's liability for loss or damage to any part of such Shipment shall be limited to the average declared value of the Shipment times the number of the piece(s) lost or damaged.

10. NUQUEST shall not be liable for loss, damage, delay or monetary losses of any type caused by: Acts of God, public authorities acting with actual or apparent authority, strikes, labor disputes, weather, mechanical failures, aircraft failures, civil commotions, acts or omissions of customs or quarantine officials, the nature of the freight or any defects thereof, public enemies, hazards incident to a state of war, acts of terrorism, and by acts, defaults, or omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packing, marking, incomplete / inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions as outlined below.

11. NUQUEST will not accept for transportation on any shipment or commodity prohibited by law. In addition, the following items of extraordinary value are not acceptable for carriage and will not be accepted by NUQUEST: i) original works of art; ii) antiques; iii) bonds; iv) coins of any kind, currency and currency equivalents; v) furs and fur clothing; vi) gems and stones (cut or uncut); vii) industrial diamonds; viii) gold or silver jewelry (other than costume jewelry); ix) pearls; x) precious metals; xi) negotiable securities; xii) time sensitive written materials (such as contract bids and proposals); xiii) household goods and personal effects; xiv) one-of-a kind articles, models or prototypes; xv) valuable rugs (i.e. oriental rugs, Persian rugs); xvi) plasma screen monitors without specific approval by NUQUEST Corporate office; xvii) prints and lithographs; bagged goods, cement, fertilizer, fishmeal, bulk commodities, fresh fruits, fresh vegetables, live animals, live plants, human remains of any kind, nuclear fuels, confectionery, chocolates, ceramics, pottery, porcelain, marble, granite, china, glassware, fluorescent tubes, neon lighting, neon signs, x-ray tubes, glass mirrors, windows, glass or other inherently fragile items and xviii) such other articles as provided in NUQUEST's governing tariffs, individual contracts, and or service guide. Except as otherwise provided in these Conditions of Contract of Carriage, no employee or agent of NUQUEST has any authority to accept such articles for transportation or to waive the limitations contained herein.

Should NUQUEST inadvertently accept for transportation a) any article(s) of extraordinary value as defined herein or b) articles with a declared value in excess of \$15,000 as to which the Shipper has not secured NUQUEST's prior approval as required in Section 8 above NUQUEST's liability for loss or damage thereto shall be limited to the lesser of i) \$0.50 per pound per piece damaged for USA shipment and 2.00 per pound Canadian shipments with a minimum of \$50.00 per shipment or ii) the actual invoice value of the article or articles lost or damaged.

12. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater.

13. If this is an international shipment, a.) Rules as established by the Warsaw Convention and Montreal Protocol 4 shall apply, b.) NUQUEST tariff rules and regulations shall apply to any shipment or portion of any shipment which is not governed by the Warsaw Convention, c.) NUQUEST accepts this shipping document as a shipper's letter of instruction with authorization to prepare and sign on shipper's behalf an international shipping document, d.) NUQUEST reserves the option to act as agent of the carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this shipment and, e.) A shipper may avoid the applicable limitation of liability for loss or damage by declaring on the face of this shipping

document the actual value of the shipment and by paying the applicable excess value charge as set forth in the pre approval terms located in Section 8 above.

14. Collect on Delivery (C.O.D.) service is provided under the following conditions: a.) shipper must identify the shipment as a C.O.D. shipment in the Special Instructions box on the front of this shipping document and receive approval from NuQuest in writing and accepted by NUQUEST prior to tendering the shipment and by entering the amount to be collected in the C.O.D. Amount box on the front of this shipping document; b.) shipper must specify the type of payment to be received (e.g., cash, check, money order or cashiers check) in the special Instructions box on the front of this shipping document; c.) Each shipping container must be clearly marked C.O.D. and the amount to be collected must be marked on the side of the container containing the address label; and d.) NUQUEST and shipper agree that NUQUEST does not guarantee or verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at shipper's risk.

15. Unless prior arrangements are made, the acceptance of cash by NUQUEST and its agents for payment of freight charges and / or C.O.D. amounts is limited to a maximum of \$500.00 per shipment and / or stop.

16. NUQUEST shall have the right to: a.) substitute alternate carriers or other means of transportation and b.) select the routing or deviate from that shown on the face hereof, provided, however, that no substitution, rerouting or deviation deemed by NUQUEST to be reasonable shall serve to invalidate any otherwise applicable limitation of liability."

17. This shipment is subject to inspection by NUQUEST at NUQUEST's option to confirm weight, density, description and/or security clearance.

18. The shipper and the consignee shall be liable jointly and severally for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify NUQUEST for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) or other sums which may be incurred by NUQUEST by reason of any violation of this contract or any other default of the shipper or consignee or their agents. NUQUEST shall have a lien on this shipment and any other goods shipped by shipper for failure to pay past due charges or charges payable on account of this shipment. NUQUEST may refuse to surrender possession of the goods until such charges are paid. Should NUQUEST bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, NUQUEST shall be entitled to reasonable attorney fees and costs.

19. All invoices not paid within 30 days of invoice date will be subject to a charge of 2.0% per month.

20. Shipper and consignee shall hold NUQUEST and its agents harmless for loss / damage / delay or any monetary losses which are a result of auxiliary services including, but not limited to, local cartage, crating, uncrating, packing, warehousing, and unpacking, which are requested by the shipper or consignee and arranged by NUQUEST as a customer service. Such limitation of liability shall extend to the selection by NUQUEST of the providers of the auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the services or by NUQUEST. Providers of auxiliary services are contractors for the shippers or consignee and are not agents for NUQUEST. NOTE: Under no circumstances will the liability of NUQUEST for any monetary loss which is a result of any auxiliary services performed by NUQUEST or its agents be greater than the liability contained in this contract.

21. Should NUQUEST successfully defend itself for any legal actions brought by any party with an interest in this shipment, NUQUEST shall be entitled to reasonable attorney fees and costs.

22. Shipments are subject to security controls by carriers and, where appropriate, by government agencies. Copies of shipping documents will be retained by NUQUEST for two years.

23. The terms of this waybill, including these Conditions of Contract of Carriage, shall constitute the contract of carriage between NUQUEST and all parties having an interest in the Shipment and these terms and conditions shall supersede, nullify and prevail over the terms and conditions contained on any bill of lading, waybill, shipping document, shipping receipt, or other purported contract of transportation under which any shipper, carrier, person or entity undertakes to tender freight to NUQUEST for transportation. The signature of NUQUEST's driver or the driver of any of its agents, on any such document shall be solely for the convenience of the party tendering such Shipment and shall not constitute an acceptance by NUQUEST or NUQUEST's agent of any terms which vary from the terms and conditions set forth herein.

24. In the event that any service provided hereunder is determined to be subject to the Interstate Commerce Commission Termination Act of 1995 (49U.S.C. Ch 13101 et seq.), and to the extent that any right or remedy provided in these Conditions of Contract of Carriage conflicts or is otherwise inconsistent with the rights and remedies provided by that Act, NUQUEST and Shipper hereby expressly waive all such rights and remedies, except those governing registration, insurance and safety fitness.

25. If this is a warehouse shipment, meaning that the product is being stored for 30+ days, then the "Warehouse Receipt Contract Terms and Conditions" apply. NUQUEST accepts this shipping document as a "Warehouse Receipt" with authorization to prepare and sign on shipper's behalf a warehouse document,. NUQUEST reserves the option to act as a storage facility and not a forwarder.