

MONTREAL GATEWAY TERMINALS SERVICES CORP.

STANDARD TERMS & CONDITIONS FOR PROVISION OF TERMINAL AND ANCILLARY SERVICES

The Customer's attention is drawn to the Clauses hereof which exclude or limit the Contractor's liability and those which require the Customer to indemnify the Contractor in certain circumstances.

DEFINITIONS

1. In these Terms & Conditions:

"Contractor" means, individually and collectively, Montreal Gateway Terminals, Cast Terminal, Racine Terminal, Montreal Gateway Terminals Services Corp. and/or Montreal Gateway Terminals Partnership, as well as their respective sub-contractors, employees, servants, préposés, agents, assigns, directors, officers, managers and shareholders;

"Conditions" means the entire terms, conditions, undertakings and Clauses set forth herein;

"Customer" means the party identified herein and/or the party at whose request or to whom or on behalf of whom services are provided by the Contractor;

"Dangerous Goods" means goods as statutorily defined in the appropriate Federal or Provincial legislation of Canada;

"Goods" means the objects of the services provided hereunder and shall include any packing containers or equipment;

"Instructions" means a written statement of specific requirements provided by the Customer to the Contractor;

"Owner" means the owner of the goods (including any packaging, containers or equipment) with respect to which any services are provided by the Contractor hereunder, including but not limited to the shipper, consignee and receiver of the goods, as well as any other person who does have or may develop or have in any way an interest therein, either proprietary, beneficial or otherwise;

"Person" includes persons, party, parties or any association, body or bodies, corporate or otherwise;

"Services" includes loading, discharging, stowage, handling, stuffing, de-stuffing and storage of containers and /or goods therein or to be placed therein or thereon and any similar or related undertakings with respect thereto or the provision thereof;

"Special Arrangements" means arrangements made in accordance with express instructions, in writing, previously received and accepted in writing by the Contractor;

"Transport Unit(s)" means containers, trailers, flats, mafis, tilts, railroad cars, tanks, or any other unit load device specifically constructed for the carriage of goods by land, sea or air.

HEADINGS

2. Headings of Clauses or groups of Clauses are for indicative purposes only.

APPLICATION

3. (1) Subject to Sub-clause (2) below, any and all activities of the Contractor in the course of

business whether gratuitous or not are undertaken subject to these Conditions.

(2) If any legislation is compulsorily applicable to any business undertaken, these Conditions, as regards such business, shall be read as subject to such legislation and nothing herein shall be construed as a surrender by the Contractor of any of its rights, privileges, defenses, limitations of liability or immunities or as an increase of any of its responsibilities or liabilities under such legislation and, if any part of these Conditions be repugnant to such legislation to any extent, such part as regards such business shall be severable and overridden to that extent, but no further.

CONTRACTOR'S RESPONSIBILITIES

4. (1) The Contractor shall perform its duties with a reasonable degree of care, diligence, skill and judgment.
- (2) The Contractor shall carry out its services within a reasonable time.
- (3) Subject to these Conditions, and in particular to the discretion reserved to the Contractor below, the Contractor shall take all reasonable steps to perform any of the Customer's instructions accepted by the Contractor.
- (4) If at any stage of the provision of services contemplated hereby the Contractor should reasonably consider that there is good reason in the Customer's interest to depart from any of the Customer's instructions, the Contractor shall be permitted to do so without first seeking any prior authority to do so and shall not incur any additional liability in consequence thereof.
- (5) When using its discretion as permitted in these Conditions, the Contractor shall do so with due regard to the interests of the Customer.
5. (1) If events or circumstances develop or come to the attention of the Contractor which, in the sole discretion and/or opinion of the Contractor, make it in whole or in part impossible for the Contractor to fulfill its responsibilities hereunder, it shall take reasonable steps to inform the Customer of such events or circumstances and seek further instructions.
- (2) Quotations for the provision of services are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise agreed in writing the Contractor shall be, after acceptance, at liberty to revise quotations or charges with or without notice in the event of changes or occurrences beyond the Contractor's control.

CUSTOMER'S RESPONSIBILITIES

6. (1) The Customer shall be deemed to be competent and to have reasonable knowledge of matters affecting the conduct of business, including agreement to and/or acceptance of these Conditions and all matters relating thereto.
- (2) The Customer shall give sufficient and executable instructions, and, within the limits of its duty of care and diligence, the Contractor shall be at liberty to inform the Customer at any time if it considers that the Customer's instructions are insufficient or either not or no longer subject to execution.
7. The Customer warrants that it is either the Owner or the authorized agent of the Owner and also that it accepts these Conditions not only for itself, but also as agent for and on behalf of the Owner.
8. The Customer warrants that the nature, description and particulars of any goods furnished by or on behalf of the Customer are full and accurate to the best of the Customer's knowledge.
9. (1) The Customer undertakes not to tender for provision of services any goods that are of a dangerous, inflammable, radioactive, hazardous or damaging nature except under special arrangements in which notice of the nature of the goods has been given to the Company. The

Customer undertakes to mark the goods and the outside of any packages or container in which they may be placed, as required by any laws or regulations which may be applicable to dangerous or hazardous goods. The Customer further warrants that the goods, the packaging and marking thereof comply in all respects with the provisions of the Transportation of Dangerous Goods Act of the Parliament of Canada and the Regulations passed there under, as well as any applicable provincial legislation relating thereto.

(2) If the requirements of Sub-clause (1) are not complied with, the Customer shall indemnify the Contractor against all loss, damage or expense arising out of the goods being handled by the Contractor.

(3) Goods which in the opinion of the Contractor are or at any time become dangerous and present a hazard may at any time or place be destroyed or rendered harmless without compensation.

10. The Customer warrants that it shall engage experienced and competent road carriers who will undertake any and all lashing and/or securing of goods upon flat rack and any other containers, mafis, flatbed and any other trailers and/or other pieces of equipment, always in accordance with the highest standards and in compliance with Federal, Provincial and State laws and regulations, and shall indemnify and hold the Contractor harmless from and against any and all claims, demands, suits, actions or proceedings of any nature whatsoever, civil or penal, that may be asserted or instituted against the Contractor and arising from the incompetence, negligence, breach of contract or other failure on the part of any such road carrier to properly and carefully effect the aforesaid lashing and/or securing.
11. The Customer warrants that it shall not assert any claim and shall not initiate any legal proceedings on any grounds whatsoever against:
 - (a) any officer, director, employee, préposé or agent or servant of the Contractor.
 - (b) any of the Contractor's parent, subsidiary, affiliated or associated companies which seeks to impose upon them or any of them any liability arising from or in connection with the provision of services by the Contractor in respect of or relating to the goods. For the purposes of this Clause the Contractor contracts as agents for all of the aforementioned.
12. The Customer shall indemnify the Contractor against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities in excess of the liability of the Contractor in accordance with these Conditions, suffered or incurred by the Contractor in the performance of its obligations under any contract to which these Conditions apply, including any liability to indemnify any other person for claims made against such other person by the Customer or by the Owner.
13. The Customer shall warn the Contractor if any goods which are the subject of any agreement to which these Conditions apply are subject to degradation, are likely to harbor or propagate vermin or other pests or may otherwise deleteriously affect other goods, and the Customer shall indemnify the Contractor against any liability, loss, damage, costs or expenses incurred by the Contractor as a consequence of the Customer's failure to do so or for failure to do so in good time.
14. Save where the Contractor has accepted instructions in respect of the stuffing and/or de-stuffing of transport units, the Customer warrants:
 - (a) that all goods have been properly and sufficiently prepared, packed, stuffed, labeled, marked, braced, blocked, lashed and/or secured within transport units, and that the preparation, packing, stuffing, labeling, marking, bracing, blocking, lashing and securing are appropriate to the specific characteristics thereof and, more particularly, are appropriate for the nature of the services to be provided as contemplated hereby;
 - (b) that the goods are suitable for carriage in or on transport units; and
 - (c) that transport units are in a suitable condition to carry the goods loaded therein, save when the Contractor has furnished or approved the suitability of the transport unit.

15. Any claim by the Customer or Owner against the Contractor shall be made in writing and notified to the Contractor as soon as any event which may give rise to a claim is known to the Customer or Owner and in any event:
- (a) in the case of loss and/or damage to goods, within forty-five (45) days of the last date of provision of services as contemplated hereby,
 - (b) in any other case, within sixty (60) days of the event giving rise to the claim.

Any claim not made and notified within the times provided for by Sub-clauses (a) and (b) hereof shall be deemed to be waived and absolutely barred, except where the Customer or Owner can show that it was impossible to comply with these time limits, in which case any claim shall be barred if not made within a reasonable delay.

16. The *customer* agrees to provide the *contractor* with the following information including a pre-payment for the amount specified by the *contractor* supervisor along with an express delivery slip prior to rendering any stuffing or un-stuffing services. A copy of the check faxed or emailed to the *contractor* supervisors will be accepted.

From: Customer Name: _____
Name and Title: _____
Billing Address: _____
City: _____ **Prov./State:** _____ **Postal/Zip Code:** _____
Tel.: _____ **Fax.:** _____
E-mail Address: _____

Shipment Reference: **Vessel:** _____ **Voyage:** _____
Container No.: _____
Booking No: _____
Check (Payment) No.: _____

GENERAL CONDITIONS

- 17 Notwithstanding any of the provisions hereof, the Contractor shall in any event be discharged of all liability whatsoever arising in respect of any service provided to the Customer or which the Contractor has undertaken to provide unless suit be brought in accordance with these Conditions within nine (9) months from the date of the event or occurrence allegedly giving rise to the Contractor's liability.
- 18 (1) If delivery of the goods or any part thereof is not taken by the Customer or Owner at the time and place when and where the Contractor is entitled to call upon such person to take delivery thereof, the Contractor shall be entitled to store the goods or any part thereof at the sole risk of the Customer, whereupon the liability of the Contractor in respect of the goods or that part thereof stored as aforesaid shall cease entirely and the cost of such storage if paid for or payable by the Contractor or any agent or sub-contractor of the Contractor shall be paid by the Customer to the Contractor immediately upon demand.

- (2) (a) The Contractor shall be entitled at the expense of the Customer to dispose of, by private sale or otherwise as may be reasonable in all the circumstances,
- i) upon twenty-one (21) days notice in writing to the Customer or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be presumed by the Contractor to have any interest in the goods, any goods which have been held by the Contractor for ninety (90) days and with respect to which delivery or shipment cannot be effected as instructed; or
 - ii) without prior notice, goods which have perished, deteriorated or altered or are in immediate prospect of doing so.
19. The Contractor shall give appropriate credit to the Customer for any balance arising out of the proceeds of sale of the goods after deduction of the Contractor's costs of sale.
20. No insurance of the goods will be affected by the Contractor.
21. Except under special arrangements the Contractor will not accept or deal with bank notes, bonds, negotiable instruments or securities of any kind, bullion, coin, precious stones, jewelry, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer nevertheless deliver any such goods to the Contractor or cause the Contractor to handle or deal with any such goods otherwise than under special arrangements, the Contractor shall be under no liability whatsoever for or in connection with such goods howsoever arising, including negligence on the part of the Contractor.

SUB-CONTRACTING

22. The Contractor shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary, affiliated or associated companies or entities or by any other person, firm or Contractor. In the absence of agreement to the contrary any contract to which these Conditions apply is made by the Contractor on its own behalf and also as agent for and on behalf of any such parent, subsidiary, affiliated or associated company or entity, and any such person shall be entitled to the benefit of these conditions.

LIMITATIONS OF LIABILITY

23. (1) (a) The Contractor shall be liable for loss of or damage to the goods occurring between the time when the Contractor takes the goods into its charge and the time of release there from.
- (b) The Contractor shall be relieved of liability, however, for any loss or damage if such loss or damage was contributed to or caused by:
- i. an act or omission of the Customer, Owner, or person acting on their behalf, other than the Contractor;
 - ii. insufficiency or defective condition of the packaging, handling, loading, stowage, bracing, blocking, lashing, securing, stuffing, de-stuffing and/or unloading of the goods by the Customer, Owner or any person acting on their behalf;
 - iii. inherent vice of the goods;
 - iv. strike, lockout, stoppage or restraint of labour, the consequences of which the Contractor could not avoid by the exercise of reasonable diligence;
 - v. any cause or event which the Contractor could not avoid

- and the consequences of which it could not prevent by the exercise of reasonable diligence
- vi. a nuclear incident.

(c) The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest with the Contractor.

- (2) In any case where, in accordance with these conditions, the Contractor is liable to pay compensation in respect of loss or damage to goods, the extent and the amount of the liability in respect of such loss or damage shall be determined strictly in accordance with and pursuant to the provisions contained herein.
24. (1) When the Contractor is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Contractor.
- (2) Compensation shall not, however, exceed two (2) SDR (SDR = Special Drawing Right) units per kilo of gross weight of the goods lost or damaged or 666.67 SDR units, whichever shall be the greater. Under special arrangements, the Contractor may accept liability in excess of the limits set out in Sub-clause (A) above upon the Customer agreeing to pay the Contractor's additional charges for accepting such increased liability. Details of the Contractor's additional charges will be provided upon request.
 - (3) In no circumstances whatsoever shall the Contractor be liable to the Customer or Owner for consequential loss or loss of market however caused, including as a result of negligence on the part of the Contractor.
 - (4) Without prejudice to any other conditions herein or other defenses which may be open to the Contractor, in no circumstances whatsoever shall the Contractor be liable to the Customer or Owner for damages arising from delay however caused, including as a result of negligence on the part of the Contractor.

MISCELLANEOUS

- 25 The Customer shall pay to the Contractor in cash or as otherwise agreed all sums immediately when due without reduction, compensation, deferment or set-off on account of any claim, cross claim or counterclaim.
26. All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or for any particular or general balance or other monies due by the Customer to the Contractor. If any monies due the Contractor are not paid within one calendar month after notice has been given to the party from whom the monies are due that such goods are being detained, they may be disposed of by public or private auction, sale or otherwise at the sole discretion of the Contractor and at the expense of such party. The net proceeds of such disposal shall be applied in or toward satisfaction of such indebtedness. In no circumstances whatsoever, shall the Contractor be liable for any deficiencies or reduction in value received on the disposal of the goods nor shall the Customer be relieved from the liability of indebtedness merely because of the disposal of the goods.

JURISDICTION AND LAW

27. These Conditions shall be governed by Canadian maritime law and the laws of the Province of Québec, as may be applicable, and any dispute and/or claim arising hereunder or in connection herewith, is subject to the exclusive jurisdiction of The Federal Court of Canada.

LANGUAGE

28. The parties confirm that it is their wish that these Conditions, as well as any other documents relating to these Conditions be drawn in the English language. Les parties aux présentes confirment leur

volonté que ces Conditions soient rédigés en langue anglaise.

MONTREAL GATEWAY TERMINALS SERVICES CORP

("Contractor")

Appointments for reception / delivery will only be taken upon confirmation by contractor supervisor. Contractor will not be held liable for any fees related to waiting time or dead runs caused by delays in submission of documentation.

Customer has read and agreed to all of the above terms and conditions related to the above specified shipment

CUSTOMER NAME _____

AUTHORIZED REPRESENTATIVE _____

DATE _____

**Required documents (refer to no. 16) must e-mailed to us during normal business hours:
Monday through Friday (8:00 – 16:30) for prompt reception / delivery:**

SECTION 62 - MGTstuffing@mtrtml.com; smartini@mtrtml.com

SECTION 77 – MGTstuffing@mtrtml.com; smartini@mtrtml.com

Express delivery address:

**MONTREAL GATEWAY TERMINALS
305 CURATTEAU
MONTREAL, QUEBEC
H1L 6R6**