

DEFINITIONS

"Merchant" means and includes the Shipper, the Consignee, the holder of this Combined Transport Bill of lading, the Receiver and the Owner of the Goods.

"Carrier" means any person that contracts with Maple Freight to carry the Goods and any subcontractors of such carrier. In relation to "Port to Port" shipments, "Carrier" includes the owner or demise charterer of the Vessel. In relation to "Combined Transport" shipments "Carrier" includes in addition to the owner or demise charter of the vessel any road or rail carrier. If, however, it should be adjudged that any other person is a carrier that person shall have the benefit of all defences, including all limitations of and exonerations from liability, available to a carrier under law or under this Combined Transport Bill of Lading.

"Goods" means the cargo to be transported.

"Combined Transport" means carriage by more than one mode of transport and will occur when the "Place of Receipt" and/or the "Place of Delivery" are indicated on the face hereof.

"Port to Port" means carriage by sea from one port to another port that does not involve any other modes of transport.

"Combined Transport Bill of Lading" means this document whether issued in relation to Port to Port shipments or Combined Transport shipments.

"Maple Freight" means Maple Freight Partnership and its partners.

"Ciffa Conditions" means the Standard Trading Conditions of the Canadian International Freight Forwarders Association adopted May 1, 2005, as amended, copies of which are available upon request from Maple Freight.

CONDITIONS

1. Role of Maple Freight

1.1 Maple Freight is a freight forwarder and acts solely as a forwarding agent for and on behalf of the Merchant to procure the performance of the transport by the Carriers according to the Carriers' usual terms. By issuing this Combined Transport Bill of Lading Maple Freight does not make or purport to make any contract with the Merchant for the actual carriage, storage, packing or handling of any goods nor for any other physical services in relation to them. Maple Freight is not a Carrier under this Combined Transport Bill of Lading and this Combined Transport Bill of Lading is not and shall not be deemed to be a transport document within the meaning of clauses 1(a) or 4(a) of the Ciffa Conditions.

1.2 All business of Maple Freight is transacted pursuant to the Ciffa Conditions. The Ciffa Conditions are hereby incorporated to govern the relations between Maple Freight and the Merchant Copies of the Ciffa Conditions are available from Maple Freight upon request.

2. Issuance of the Combined Transport Bill of Lading

2.1 By the Issuance of this Combined Transport Bill of Lading Maple Freight represents only that the Goods have been received by the first Carrier.

3. Negotiability and Title to the Goods

3.1 By accepting this combined Transport Bill of Lading the Merchant and his transferees agree with Maple Freight that, unless it is marked "non-negotiable", it shall constitute title to the Goods and the holder, by endorsement of this Combined Transport Bill of Lading, shall be entitled to receive or to transfer the Goods herein mentioned.

3.2 This Combined Transport Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Combined Transport Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

4. Dangerous Goods and Indemnity

4.1 The Merchant shall comply with rules which are mandatory according to the national law or international convention relating to the carriage of goods of a dangerous nature and shall in any case inform Maple Freight in writing of the exact nature of the danger and the precautions to be taken, before goods of a dangerous nature are taken in charge by the Carrier.

4.2 If the Merchant fails to provide such information or if at any time, the Goods are deemed to be a hazard to life or property; they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses relating there to. The burden of proving Maple Freight or the Carrier knew the exact nature of the danger constituted by the carriage of the Goods shall rest upon the person entitled to the Goods.

4.3 If Goods shipped with the knowledge of Maple Freight or the Carrier as to their dangerous nature shall become a danger to the vessel, vehicle, trailer or other cargo, they may in like manner be unloaded or landed at any place or destroyed or rendered innocuous, without liability on the part of Maple Freight or the Carrier, except to General Average, if any.

5. Description of Goods and Merchant's Packing

5.1 The Shipper shall be deemed to have guaranteed to Maple Freight and the Carrier the accuracy of the description of the Goods, marks, number, quantity, weight and/or volume as furnished by him, and the Shipper shall indemnify Maple Freight and the Carrier against all

loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right to such indemnity shall in no way limit their responsibility and liability under this Combined Transport Bill of Lading to any person other than the Shipper.

5.2 The Merchant shall be liable for any loss, damage or injury caused by: faulty or insufficient packing of the Goods; improper loading of containers, trailers or flats when such loading has been performed by or on behalf of the Merchant; and, defective or unsuitable containers, trailers or flats, when supplied by the Merchant. The Merchant shall indemnify Maple Freight and the Carrier against all loss, damage and expenses arising or resulting from insufficient packaging, improper loading or the use of defective or unsuitable containers, trailers or flats.

6. Deck Cargo

6.1 Cargo which is stated herein as being carried on deck and is so carried, is received, kept, carried and discharged at the sole risk of the Owner of such cargo and the Carrier shall not under any circumstances of any kind whatsoever be liable for any loss of or damage or delay thereto, whether or not such loss, damage or delay may be due to the act, neglect or default of the Carrier or the master, pilot, officers, crew, stevedores, servant, agent or other person whomsoever for whom the Carrier may be responsible, whether in the service of the Carrier or not, and whether or not the above named vessel or any other vessel or craft in which the said cargo may be loaded was unseaworthy at the time of loading or sailing or at any other time.

7. Extent of Liability

7.1 The Carrier shall be liable for loss of or damage to the Goods occurring during that portion of the transport for which it undertook to carry the Goods and for loss of or damage to the Goods between the time when he takes the Goods into his charge and the time of delivery.

7.2 The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by:

- an act or omission of the Merchant;
- insufficiency or defective, condition of the packaging or marks and/or numbers;
- handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;
- Inherent vice of the Goods;
- strikes, lockout, stoppage or restraint of, labour, the consequences of which could not be avoided by the exercise of reasonable diligence.
- any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
- a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy.

7.3 The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Carrier.

7.4 When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in b) to d) above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

7.5 When in accordance with clause 7.1 the Carrier is liable to pay compensation in respect of loss or damage to the Goods, the liability of the Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions

(a) *cannot be departed from by private contract, to the detriment Of the Merchant, and*

(b) *would have applied if the Merchant had made a separate and direct contract with the carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.*

8. Paramount Clause

8.1 Insofar as this Combined Transport Bill of Lading relates to the carriage by sea by any vessel the Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, shall apply. If the country of shipment has enacted the Hague-Visby Rules contained in the Protocol of. Brussels, dated February 23rd 1968, the Hague-Visby Rules shall apply.

9. Limitation Amounts

9.1 The liability of Maple Freight is limited. Pursuant to the Ciffa Conditions which conditions include a limitation of 2 Special Drawing Rights per kilogram of the gross weight of the Goods lost or damaged.

9.2 The liability of the Carrier may be limited by applicable law or by its contract of affreightment.

9.3 In any event, neither the Carrier nor Maple Freight shall be liable for an amount greater than the actual loss to the person entitled to make the claim.

10. Delay, Consequential Loss, etc.

10.1 Arrival times are not guaranteed by Maple Freight or the Carrier and neither Maple Freight nor the Carrier shall be liable for delay or for consequential loss or damage.

11. Defences

11.1 The defences and limits of liability provided for in these Conditions shall apply in any action against Maple Freight or the Carrier for loss of or damage or delay to the Goods whether the action be founded in contract or in tort

12. Liability of Servants and Sub-contractors

12.1 No action may be brought against the directors, officers, employees or agents of Maple Freight other than a Carrier. If an action is brought against a director, officer, employee or agent of Maple Freight such person shall be entitled to avail himself of the defences and limits of liability which Maple Freight is entitled to invoke under these Conditions or Under the Ciffa Conditions. For the purpose of this Clause Maple Freight is acting as agent and trustee for such persons.

13. Method and Route of Transportation

13.1 Maple Freight reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of the Goods.

14. Delivery

14.1 If delivery of the Goods or any part thereof is not taken by the Merchant, at the time and place when and where Maple Freight or the Carrier is entitled to call upon the Merchant to take delivery thereof, Maple Freight shall be entitled to store the Goods or part thereof at the sole risk of the Merchant without any liability on the part of Maple Freight and the costs of such storage shall forthwith upon demand be paid by the Merchant to Maple Freight.

15. Freight and Charges

15.1 Freight shall be paid in cash without discount and, whether prepayable or payable at destination, shall be considered as earned on receipt of the Goods by the initial Carrier and not to be returned or relinquished in any event.

15.2 Freight and all other amounts payable to Maple Freight are to be paid in the currency named in the Combined Transport Bill of Lading or, at Maple Freight's option in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepayable freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified of arrival of the Goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of Maple Freight on the date of the Combined Transport Bill of Lading.

15.3 All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant.

15.4 The Merchant shall reimburse Maple Freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by War, warlike operations, epidemics, strikes, government directions or force majeure.

15.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements and value of the Goods but Maple Freight reserves the right to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure for freight and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damage to Maple Freight for its inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on the Combined Transport Bill of Lading as freight payable.

16. Lien

16.1 Maple Freight shall have a lien on the Goods for any and all amounts due to it in connection with the carriage of the Goods including freight, storage fees, duties and taxes. Maple Freight shall further have a lien on the Goods for the costs and expenses (including legal costs on a solicitor and client basis) of recovering any amounts due to it. Maple Freight may enforce such lien by selling the Goods or in any reasonable manner which it may think fit.

17. General Average

17.1 The Merchant shall indemnify Maple Freight in respect of any claims of a General Average nature which may be made on it and shall provide such security as may be required by Maple Freight in this connection.

18. Notice

18.1 Any claim by the Merchant against Maple Freight shall be made in writing or by telex and notified to Maple Freight: as soon as events which may give rise to a claim are known to the Merchant and in any event:

- in case of *loss and/or damage to the Goods within 45 days of end of transit,*
- in case of *delay in delivery or nondelivery within 45 days of the date when the Goods should have been delivered, and*
- in any other case *within 60 days of the event giving rise to the claim.*

18.2 Any claim not made and notified within the times provided for by 18.1 (a)-(c) herein shall be deemed to be waived and absolutely barred except where the Merchant can show that it was impossible for them to comply with these time limits in which case any claim shall be barred if not made without delay.

19. Time Bar

19.1 Maple Freight shall be discharged of all liability unless suit is brought within nine months after

- the *delivery of the Goods, or*
- the *date when the Goods should have been delivered.*

20. Law and Jurisdiction

20.1 This Combined Transport Bill of Lading and the relations between Maple Freight and the Merchant shall be governed and construed by the laws of the Province of British Columbia, Canada and Canadian Maritime Law.

20.2 The Supreme Court of British Columbia, Canada shall have sole and exclusive jurisdiction to determine any disputes arising under this Combined Transport Bill of Lading or between Maple Freight and the Merchant.