

SHIPPER TERMS AND CONDITIONS

Revision Date	Modifications
April 16, 2024	Document entirely reviewed and added to www.congebec.com .

APPLICATION

1. These Shipper Terms and Conditions (“**Terms**”) govern the access to and use of all transportation-related services of goods (the “**Goods**”) provided by **Congebec (Transport) Inc.** (“**Congebec Transport**”) to its shipper customers (individually a “**Customer**”), as more fully described in these Terms (the “**Services**”). Customer agrees that all Services are subject to and incorporate the following Terms. The reference to “**Customer**” in these Terms shall include the actual shipper customer using the Services, and/or any third party who is an owner of or asserts rights over any Goods or who tenders Goods to a carrier at a point of origin for shipment.
2. By placing an order for Services, or by tendering Goods to Congebec Transport, Customer acknowledges, on behalf of itself and any company or organization that it represents, that it has read and accepts these Terms, which are published at www.congebec.com (the “**Site**”) and a copy of which can be made available upon request. Failure to agree to these Terms by Customer will prevent Customer from being provided with the Services.
3. Congebec Transport reserves the right to modify, amend or supplement the nature of its Services and these Terms without notice. However, should the rights of Customer be materially adversely affected, Congebec Transport shall post a special notice on the Site explaining the material change.

CONGEBEC TRANSPORT’S OBLIGATIONS

4. Upon acceptance of an order from Customer for the transportation of Goods to and from points within Canada or the United States, Congebec Transport shall either furnish all motor vehicles, equipment, drivers, and personnel necessary to fully and completely carry out the transportation of the Goods (excluding handling of Goods) (a “**Dispatch**”):
 - a. either as a duly licensed and registered motor carrier at its sole cost (“**Carrier Service**”); or
 - b. either as a duly licensed and registered freight broker, arrange for a third-party motor carrier at its sole cost to furnish (“**Broker Service**”).

Congebec Transport shall have the right to elect whether to perform a Dispatch as a motor carrier in accordance with clause a. above or to make carriage arrangements as a broker intermediary in accordance with clause b. above.

5. Customer acknowledges that in connection with a Broker Service that the insertion of Congebec Transport's name or appearance on shipping documents including bills of lading and labels does not represent or imply it is providing Carrier Services or acting in the capacity of a motor carrier.

CUSTOMER'S OBLIGATIONS

6. Customer agrees to complete, sign and be bound by the terms of a duly signed Transportation Services Application Form and, if applicable, a credit application form, the same being subject to these Terms. In the event of any conflict, these Terms will govern.
7. Customer must:
 - i. Communicate to Congebec Transport in writing pickup and delivery time requirements;
 - ii. Provide all pertinent information, including but not limited to shipper's and consignee's full name, address, phone numbers, prepaid/collect or third-party billing, number of pallet and/or units, total weight and/or volume, appointment time, and any special delivery, handling, storage, and security instructions;
 - iii. Provide for a bill of lading or similar transport document generated for a Dispatch to be signed in full (not initialed) by the shipper and by the carrier (the "**Bill of Lading**");
 - iv. Provide that the shipper plainly marks on each article of the Goods covered by the Bill of Lading the name of the consignee and the destination; and
 - v. Ensure the receiver of the Goods notes any damages/shortages on the proof of delivery. If damages are found after the delivery is completed, Congebec Transport and the carrier (in the event of Broker Services) should be notified immediately.
8. Customer represents and warrants that: (a) it tenders transit-worthy Goods for the intended carriage, properly palletized and packed to withstand the rigors of transportation (b) it has properly identified all Goods, which meet consignee requirements; (c) the tender is in full compliance with declaration, marking, and other requirements of the respective U.S. and Canadian Customs Services, the U.S. Food and Drug Administration and Health Canada, and any other statutes, rules, and regulations of any Federal, state, provincial, or local authorities applicable to the Goods, including without limitation applicable to the transport of Hazardous or Dangerous Goods.
9. Customer agrees to defend, indemnify, and hold harmless Congebec Transport, its affiliates, and their directors, officers, owners, employees, contractors, representatives, consultants, agents, suppliers, licensors, successors, and assigns from and against any claims, liabilities, demands, complaints, actions, losses, damages, settlements, judgments, penalties, fines, costs, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with (a) its submission of information, documents, or other content to Congebec Transport, (b) its negligence, willful misconduct, or fraud, (c) its performance or breach of these Terms or any other applicable agreement, or (d) its violation of any Federal, State, Provincial, or other laws or regulations. Congebec Transport reserves, and Customer

grants to Congebec Transport, the exclusive right to assume the defense and control of any matter subject to indemnification by Customer.

RATES AND PAYMENTS

10. Congebec Transport shall prepare, sign, and send to Customer sheets setting forth quotes for the rates applicable to different lanes which could also include a sheet for the accessorial charges or tariffs for value-added services (individually a “**Rate Quote**”). Once accepted by Customer, the Rate Quote shall be binding on Congebec Transport and Customer for any Dispatch made between the effective date until the expiry date, all dates as indicated on the Rate Quote. Nevertheless, Congebec Transport reserves the right to modify the rates with 30 days prior written notice to Customer. Spot rates will be submitted to Customer prior to Dispatch, if applicable.
11. All Rate Quotes are subject to the terms indicated thereon, including equipment availability. Congebec Transport does not guarantee equipment availability unless specifically stated in writing.
12. All Rate Quotes are based on the information provided by Customer. The rates are subject to change if any of the details change when the Goods are actually shipped. It is the responsibility of Customer to ensure correct shipping weights on the Bill of Lading. Where the actual weight of the Goods does not agree with the weight shown on the Bill of Lading, the billed weight will be subject to correction by the carrier. Accessorial charges or tariffs will be applied when value-added services are required, whether or not the accessorial is noted on the original bill of lading.
13. Customer acknowledges that declaring a value on a Bill of Lading might result in a freight surcharge from the carrier and that any invoice from Congebec Transport to Customer may include such freight surcharge which will be payable by Customer.
14. Any sales, service, value-added or other similar taxes applicable to the Services are not included in the Rate Quote and will, when required by law, be added to Customer’s invoice, and paid by Customer.
15. Congebec Transport will invoice Customer for the fees based on the rate agreed to on the Rate Quote, and any other applicable fees, surcharge or taxes incurred on Customer’s account promptly after completion of a Dispatch and delivery of the Goods. Customer will pay all invoices within 30 days of the date of invoice through electronic fund transfer.
16. There shall be no abatement or reduction, compensation or set-off of the amounts due on the invoices regardless of the reason or cause, including freight claims, overcharges, fines, lost sales, duplicate payments, and or disputed invoices. Any such set-off, abatement or reduction applied by Customer shall be treated as a material breach of these Terms.
17. Any invoice unpaid when due will bear interest at the rate of 1.5% per month, with arrears being capitalized monthly (19.56% per annum) or the maximum rate permitted by law,

whichever is lower. Customer shall be responsible and shall reimburse Congebec for any and all costs incurred in the collection of any and all unpaid charges due hereunder.

18. Any invoice unpaid when due will be considered delinquent and, in such a case, Congebec Transport retains the right to suspend the Services or any credit privileges.

LIMITS TO LIABILITY

19. Customer acknowledges and agrees that except as otherwise provided in these Terms, Congebec Transport makes no express or implied representations or warranties with respect to its obligations hereunder, whether providing a Carrier Service or a Broker Service. Customer hereby waives and Congebec Transport expressly disclaims all other warranties, express, implied, or statutory, including without limitation those arising from course of dealing or usage of trade, are expressly disclaimed by Congebec Transport.
20. In no event will Congebec Transport be liable for non-compliance fines, any lost sales, lost profits, lost savings, cost of procuring substitute services, business interruption, lost business, or any other economic loss, or for any consequential, incidental, indirect, special or punitive damage, loss or expenses, resulting directly or indirectly from Congebec Transport's acts or omissions while providing the Services, even if Congebec Transport has been advised of or could reasonably foresee the possibility of any such damage occurring.
21. Customer agrees not to present a claim for loss or damage to Goods of less than 250\$ per Dispatch.

Cargo Originating from a Point in Canada

Broker Services

22. Congebec Transport's liability for loss or damage to Goods arising from Broker Services that involve an origin point in Canada is governed by the prescribed "uniform bill of lading" or similar deemed contract of carriage terms and conditions in effect in the province of origin, or where there is no such legislation, in accordance with applicable law. In any event, Congebec Transport's liability for loss or damage to Goods incurred in connection with its provision of Broker Services will be limited to CAN \$2 per pound, as determined by the weight of the Goods actually lost or damaged. Without prejudice to the foregoing, in no event shall Congebec Transport's liability for any Broker Services exceed CAN \$100,000 in connection with any expedition of Goods following a Dispatch. Higher levels of liability, including a corresponding higher freight charge, may be available if requested by Customer and quoted by Congebec Transport in writing at least 72 hours prior to shipment.

Carrier Services

23. Congebec Transport's liability for loss or damage to Goods arising from Carrier Services that involve an origin point in Canada is governed by the prescribed "uniform bill of lading" or similar deemed contract of carriage terms and conditions in effect in the province of origin, or where there is no such legislation, in accordance with applicable law. In any event, Congebec Transport's liability for loss or damage to Goods incurred in connection with its provision of

Carrier Services will be limited to CAN \$2 per pound, as determined by the weight of the Goods actually lost or affected. Without prejudice to the foregoing, in no event shall Congebec Transport's liability for any Carrier Services exceed CAN \$100,000 in connection with any expedition of Goods following a Dispatch. Higher levels of liability are available if requested and quoted by Congebec Transport in writing, including a corresponding higher freight charge, at least 72 hours prior to shipment.

Cargo Originating from a Point in the United States

Broker Services and Carrier Services

24. Congebec Transport's liability for loss or damage to Goods arising from Broker Services or Carrier Services that involve an origin point in the United States is governed by the prescribed provisions of 49 U.S.C 14706 and 49 CFR Part 370 (the "**Carmack Amendment**"). Without prejudice to the foregoing, in no event shall Congebec Transport's liability for any Broker Services or Carrier Services exceed CAN \$100,000 in connection with any expedition of Goods following a Dispatch. Higher levels of liability are available if requested and quoted by Congebec Transport in writing, including a corresponding higher freight charge, at least 72 hours prior to shipment. Pursuant to 49 USC § 14101, to the extent the provision of Title 49 or the case law interpreting the same, conflicts with the terms set forth herein, the parties waive the conflicting provision(s) of the statute and all corresponding case law.

Other Services

25. Without prejudice to any other provision hereof, Customer agrees that in no event shall any liability of Congebec Transport for any services performed (or which ought to have been performed) for services other than Carrier Services or Broker Services (whether a claim be based in negligence, breach of contract or otherwise) exceed an amount of CAN \$100,000.

MISCELLANEOUS PROVISIONS

26. In the event of any inconsistency or conflict between these Terms and any document prepared as a result of the provision of the Services, such as without limitation a Rate Quote, a credit application, the transportation services application form or an invoice issued by Congebec Transport, these Terms shall govern. These terms are incorporated by reference into such documents.
27. In the event of any inconsistency between the Bill of Lading (whether issued by Congebec Transport in connection with Carrier Services or by a third-party carrier in connection with Broker Services) and these Terms, the Bill of Lading shall govern.
28. Each party, as recipient, undertakes to maintain the confidentiality of any confidential material or information received from the other party in connection with these Terms, not to use such information for any other purpose than in connection with its obligations hereunder, not to disclose the information except to their employees or representatives (who shall be informed of the confidential nature of such information and are bound by measures sufficient to respect the terms of this provision) whose work requires or is required to know or be aware of such

information, and to return such information to the disclosing party when so requested. This confidentiality obligation will apply to the rates, value, origin, destination, or consignee of any Product or shipment made hereunder and shall not apply to (i) the information that is, or subsequently becomes generally known by the public (other than as a result of the failure of the recipient to comply with this confidentiality undertaking); (ii) information that was known by the recipient prior to its disclosure by the disclosing party; or (iii) information disclosed to the recipient by a third party lawfully in possession of such information, without violating any contractual, legal or fiduciary obligation with respect to such information. The parties may disclose, upon prior written notice to the other party, such terms and information to the extent required by law, to obtain financing, to substitute service providers to the extent necessary to provide such substitute service.

29. Except with respect to the Customer's payment obligations hereunder, or delays or failures caused by the negligent act or omission of either party, any delay in or failure of performance by either party under these Terms will not be considered a breach of these Terms and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, acts of terrorism, fire, flood, pandemic, explosion, war, embargo, governmental orders or decisions, civil or military authority, or strikes, provided that the party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. Excusable delays do not include occurrences that could have been prevented or circumvented by reasonable precautions.
30. If any provision of these Terms is held to be invalid or unenforceable in any jurisdiction, that provision will be ineffective in that jurisdiction to the extent of the invalidity or unenforceability, without invalidating any other provision of these Terms. The headings in these Terms are for convenience only and will not affect the construction or interpretation of these Terms.
31. Congebec Transport is an independent contractor. These Terms do not create any agency, partnership, joint venture relationship, other form of joint enterprise, employment, or fiduciary relationship between the parties, their affiliates, or their respective employees, contractors, or agents.
32. All Goods (and documents relating to the Goods) shall be subject to a particular and general lien and right of detention for monies owing either in respect of such Goods, or for any particular or general balance or other monies payable, whether then due or not, by Customer to Congebec Transport. If these monies remain unpaid for ten (10) days after Congebec Transport sends notice of the exercise of its rights to Customer by any means of communication reasonable in the circumstances, the Goods may be sold by private contract or otherwise at the sole discretion of Congebec Transport, and the net proceeds applied on account of the monies owing. Congebec Transport will not be liable for any deficiencies or reduction in value received on the sale of Goods nor will Customer be relieved from its liability merely because Goods have been sold. This Section is not intended to waive but is intended to supplement any prescribed rights for Congebec Transport under applicable law. Congebec Transport reserves the right to require advance payment of all applicable fees prior to releasing Goods regardless of otherwise applicable payment terms. Unless expressly stated

otherwise in writing, Congebec Transport will not subordinate its lien to any lender, financial institution, or any other third party.

33. The parties agree that this Agreement and all related or accessory documents (including without limitation, a Rate Quote, a credit application, the transportation services application form, the credit application, shipping documents and invoices) shall be governed by and interpreted according to and under the laws of the Province of Ontario and the laws of Canada applicable thereto (without regard to conflicts of law principles). Further, each of the parties: (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario, in an action or proceeding arising out of, or relating to, this Agreement, (ii) agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, and (iii) agrees not to bring any action or proceeding arising out of, or relating to, this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.