



Client Information and Credit Application

Name of Company	Name of signing party / parties	
DBA		
Address	Address	
Address (City)	Address (state / province)	
Address (country and postal code)	Business number	GST Number
Contact (Accounting Department / Accounts Payable)	Date of first shipment	
Telephone number	Fax Number	
Contact for K84 Management	Email address for K84 Management	

Billing Information if different than above: Name of Company	Contact
Address	Address
Address (City)	Address (state / province)
Address (country and postal code)	
Special Billing / Invoicing Instructions	

Customs contact	North American Transport contact	International Transportation contact
Email address	Email address	Email address
Type of Business	Rep Code	Previous / Other Customs Broker
Year business started	Owns or Rents Premises <input type="checkbox"/> Owns <input type="checkbox"/> Rents	
Names of owners and / or principals		
Related companies		
<input type="checkbox"/> Parent Company		<input type="checkbox"/> Subsidiary
<input type="checkbox"/> Parent Company		<input type="checkbox"/> Subsidiary

We hereby solicit the opening of an account with Milgram & Company Ltd. (Milgram) and / or its subsidiaries and certify that all the information on this form, as well as any other representations made by us to Milgram, whether in writing or otherwise, are true and correct. We hereby authorize Milgram or those acting on its behalf to contact and obtain from the above mentioned bank, trade references, etc including but not limited to credit bureaus, or any other source, information in order to complete a proper credit investigation. We hereby authorize these parties to release the information as requested and required by Milgram to determine our creditworthiness.

We hereby agree to pay all Milgram invoices upon receipt or demand. We hereby accept and agree to be bound by Milgram's Standard Trading Terms and Conditions applicable to the service provided, copies of which are available on Milgram's website or upon request.

We hereby agree that in the event the total amount due and payable to Milgram for disbursements made on our behalf and for services rendered exceeds the credit limit applied for and granted herein, all future disbursements and services will be on a cash basis until such time as the account is paid or brought into good standing. All accounts not meeting Milgram's payment terms will be subject to interest charges at the rate of 1.5% per month or 18% per annum. We understand that if we are unable to establish credit hereunder, Milgram reserves the right to request a personal guarantee or a guarantee from a parent, related or associated company. We hereby agree that until such time as Milgram approves the above credit application in writing, we are required to pay for the services and disbursements made by Milgram on our behalf by way of cash or check as required. At Milgram's discretion, financial statements may be required for credit limits of \$10,000.00 or greater.

....continued



Client Information and Credit Application

Name of Bank	Telephone Number	Fax Number
Address	Address	
Address (City)	Address (state/province)	
Address (country and postal code)	Bank Contact / Account Manager	
Account Number	Transit Number	

Trade Suppliers / Credit References: Name of Company	Contact
Address	Address (City)
Address (state/province)	Address (country and postal code)
Telephone number	Fax Number

Trade Suppliers / Credit References: Name of Company	Contact
Address	Address (City)
Address (state/province)	Address (country and postal code)
Telephone number	Fax Number

Client will directly pay:		
<input type="checkbox"/> GST	<input type="checkbox"/> Cdn Duty	<input type="checkbox"/> US Duty (ACH)
<input type="checkbox"/> Int'l Freight		
Requested credit limit for <input type="checkbox"/> Canadian duty and/or tax \$ _____	Requested credit limit for <input type="checkbox"/> US duty \$ _____	Requested credit limit for <input type="checkbox"/> Int'l freight \$ _____ <input type="checkbox"/> NA freight \$ _____

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In witness whereof (Name of Company)		
has caused these presents to be sealed with its corporate seal, attested to by the signature of its duly authorized officials at		
(City)	in the province or state of	this day of 20
Signed by (Signature of duly authorized official or individual)		
X		
Print name	Title	
For Milgram use only		
Approved amount of credit: \$ _____	Date: _____	Signature of credit Officer: _____



Release, Delivery, Communication and After-Hours Instructions

If your delivery address is different than your office address, please provide delivery details below.

MCL Client#	MIS Client#	MFS Client#
Name of Company		
Address		Address
Address (City)		Address (state / province)
Address (country and postal code)		Telephone number

Name of Company	
Address	Address
Address (City)	Address (state / province)
Address (country and postal code)	Telephone number

Milgram offers a wide variety of online services including Track & Trace of your shipments for all of our offered services. As well, Milgram will advise you by email whenever your shipments are released or sent for examination by Canada Customs, and whenever there is important technical information that you need to be aware of. Please provide the names and email addresses of those people who should receive these emails and/or online services. The terms for use of the Track & Trace can be found on Milgram's website.

Name	Email Address	Receive Information Notices	Receive Release Notices	Receive Document Request Notices	Receive Status Reports	On-Line Access				
						Track & Trace	MIS Booking	K84	Export Expert®	Access USA
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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In witness whereof (Name of Company)	
has caused these presents to be sealed with its corporate seal, attested to by the signature of its duly authorized officials at	
(City)	in the province or state of _____ this _____ day of _____ 20__
Signed by (Signature of duly authorized official or individual)	
X	
Print name	Title



Cargo Insurance Instructions to Request or Decline Coverage

Name of Company	Name of signing party /parties
	Address
Address (City)	Address (state/province)
Address (country and postal code)	Business number

	Air Cargo	Ocean Cargo	Truck Cargo
Import Coverage (<i>Including Offshore</i>)	<input type="checkbox"/> Accept <input type="checkbox"/> Decline	<input type="checkbox"/> Accept <input type="checkbox"/> Decline	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
Export Coverage	<input type="checkbox"/> Accept <input type="checkbox"/> Decline	<input type="checkbox"/> Accept <input type="checkbox"/> Decline	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
Domestic Coverage	<input type="checkbox"/> Accept <input type="checkbox"/> Decline	<input type="checkbox"/> Accept <input type="checkbox"/> Decline	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
Insurable Value	<input type="checkbox"/> CIF + 10% (Export) <input type="checkbox"/> FOB + 30% (Import) <input type="checkbox"/> Other _____	<input type="checkbox"/> CIF + 10% (Export) <input type="checkbox"/> FOB + 30% (Import) <input type="checkbox"/> Other _____	<input type="checkbox"/> FOB + 30% <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____
Description of Goods			
Coverage to be provided for shipments departing on or after...	_____ yy/mm/dd	_____ yy/mm/dd	_____ yy/mm/dd
Premium	\$_____ per \$100.00 \$_____ minimum or \$_____	\$_____ per \$100.00 \$_____ minimum or \$_____	\$_____ per \$100.00 \$_____ minimum or \$_____
Special Instructions and/or Conditions (Please attach an additional sheet if necessary)			

We hereby authorize Milgram & Company Ltd. and/or its parent company and/or any of its subsidiaries (hereinafter referred to as Milgram) when acting in their capacity as our Customs Broker/Forwarding Agent to procure insurance for our shipments as described above, under its Cargo Open Policy in effect at the time of shipment (the "policy"). We understand and accept the Coverage as "All Risks", subject to all terms, conditions and clauses stated in or appended to the Policy and/or the endorsements, and subject to a minimum \$500.00 deductible for each and every loss. We understand and accept that coverage is not provided for consequential or indirect loss or damages, or loss or damages caused by delay.

Where we have declined coverage above, we understand & acknowledge that (i) Milgram has explained to us the need for cargo insurance coverage, (ii) failure to carry cargo insurance puts us at risk of the uninsured loss of our own cargo inclusive of freight charges, as well as at the risk of a general average contribution (generally speaking, a special assessment against the owner of the cargo due to a loss incurred by any cargo carried by the vessel or to the vessel itself), and (iii) that a separate written request must be made by us to Milgram should we wish to have them attempt to procure cargo insurance for us at a later date.

These instructions are issued on the express understanding that Milgram procures said insurance in its capacity as our Customs Broker/Forwarding Agent and not as an insurer or co-insurer of the cargo, notwithstanding any difference between the insurance charges paid by ourselves to Milgram and the insurance charges paid by Milgram to the insurer. We also understand and agree that Milgram gives no warranty of, and accepts no responsibility for the solvency of the insurer. Any claim for loss or any recourse in the event of a dispute of liability under the policy shall be against the insurer and not Milgram. We hereby acknowledge that Milgram has offered to provide us with a copy of the Policy and that we are aware of the terms and conditions of our coverage under the Policy.

In witness whereof (Name of Company)	
has caused these presents to be sealed with its corporate seal, attested to by the signature of its duly authorized officials at	
(City)	in the province or state of _____ this _____ day of _____ 20____
Signed by (Signature of duly authorized official or individual)	
X	
Print name	Title



Cargo Insurance: Approved General Merchandise

Agricultural machines and tools	Dental equipment and supplies	Lamps and parts (excluding glass)	Printed matter
Air conditioners and equipment	Dictating machines and equipment	Lawn mowers and sprinklers	Pumps
Airplanes, boxed and parts	Dolls	Leather, artificial or natural	Radios and electric parts
Aluminum bars and ingots, loose	Dryers, electric or gas	Leather goods	Ranges (excluding cast iron)
Aluminum, plates and sheets	Dynamos and parts	Luggage	Razors and razor blades
Apparel	Electric appliances	New machinery and parts (agricultural, construction and mining, heavy industry, metal working, printing and shoe manufacturing, other industrial)	Records, phonograph
Auto service equipment	Electrical equipment (generators, motors, circuit breakers)	Mattresses	Refrigerating machinery and parts
Bags (empty) in bales	Electronic equipment (excluding glass tubes)	Motorcycles boxed and parts	Safes
Batteries, dry cell	Engine	Office machines, adding, bookkeeping, duplicating	Sewing machines
Bearings	Fabrics	Oil well supplies	Shoes
Belting, mechanical	Flashlights	Optical goods	Smokers articles
Bicycles, in wooden crates	Furnaces (excluding firebrick)	Outboard motors	Soap and soap products
Books	Furniture	Painters' supplies	Sporting Goods
Brassware	Games and game supplies	Pencils and pens	Stationery
Brooms and brushes	Garage equipment	Perfumery (n/o 2-oz. bottles)	Sun roofs, auto
Candles	Gas appliances	Photo goods (excluding cameras)	T.V. parts (excluding glass tubes)
Canned goods	Gloves	Piece goods	Textiles (boxed or baled)
Candy	Grease and oil (excluding bulk)	Plastic, Fabric, Film and sheeting	Thermometers
Cartons	Hardware	Plumbing goods (excluding vitreous china and enamel)	Thread
Chemicals	Hosiery		Tile, asphalt, rubber, plastic
Clocks	Instruments, medical and scientific, musical (excluding pianos)		Tires and tubes, rubber
Cooking utensils (excluding glass, porcelain, enamel)	Jewelry, costume or novelty		Tools, hand and machine
Cosmetics (n/o 6-Oz. bottles)	Knit goods		Toys
Cutlery			Turbines
Dairy machinery			Typewriters
			Vacuum Cleaners
			Valves
			Wire and wire products
			Woodwork
			Watches and parts (inexpensive)

Merchandise other than above - at terms, conditions and rates to be agreed prior to attachment.

Cargo Insurance: Excluded Merchandise and Special Conditions

Fragile items: Any coverage for articles and materials of glass, porcelain, ceramic and other fragile articles and materials excludes the risk of breakage or chipping from any cause.

Computers and Electronics: Any coverage for computers and electronics including electronic equipment and apparatus excludes all loss or damage caused by or resulting from or in the nature of electrical or mechanical derangement.

Steel/Metal: Any coverage for steel or any other metals excludes all loss or damage caused by or resulting from or in the nature of rust, oxidization, discoloration, bending or twisting.

Perishable Products: Shipments of perishable products and any goods that are damaged due to fluctuation in temperature.

Furniture: Packaging must be adequate to protect the goods against normal handling/movements during transit. "For articles of glass, glassware, mirrors, marble, ceramic, porcelain or other supplies of a fragile nature, coverage excludes breakage and chipping unless proven to be caused directly from any external cause, showing visible signs of any impact on the packaging during transit and/or loading and/or offloading of the conveyance.

Machinery: Coverage of all new, used or second-hand machinery excludes electrical or mechanical derangement, marring, scratching, chipping or denting from any cause. In the event of loss or damage to any part, or parts of an insured machine caused by a peril covered by the policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of the Insurers exceed the insured value of the complete machine.

Special Exclusions: Bullion and precious metal objects; bank notes, coins, cheques, credit cards, bonds, negotiable documents and securities; jewellery, works of art, antiques, precious stones, alcohol (wine & spirits), tobacco & firearms, live animals, birds, reptiles and fish.



STANDARD TRADING TERMS AND CONDITIONS

Milgram & Company Ltd., doing business as Milgram Freight Services, (the "Company") will accept business from the Customer and the Customer (ie. the party to whom the Company has addressed a rate quotation and who has agreed to pay brokerage charges) agrees to do business with the Company subject to the following terms and conditions which no agent or employee of the Company has the authority to alter or vary. Attention is specifically drawn to clauses hereof which exclude or limit the Company's liability:

- 1. The Company in performing its services as a freight broker acts strictly as an agent and assumes no liability whatsoever as a carrier of goods, depositary or bailee. The Company undertakes only to use reasonable care in the selection of the carriers or others to whom it may entrust the goods for transportation, handling and/or storage. It is therefore understood and agreed that the Company will not be liable or held responsible for any loss of or damage to any goods, even though such loss or damage may be caused by the Company's negligence, omission, want of care or breach of contract. Without limiting the generality of the foregoing, the Company shall be under no liability whatsoever, howsoever arising and whether in respect of or in connection with the goods or any instructions, advice, information or services or otherwise.
2. If, notwithstanding the provisions of clause 1, the Company is held or considered to be a carrier of the goods, its liability for any loss or damage shall be governed by the provisions contained in any international convention or national, domestic or local legislation or regulation which provisions would have applied if the shipper, consignee or owner of the goods had made a separate and direct contract with the Company in respect of the carriage and/or storage of the goods and had received as evidence of such contract any particular document which must be issued in order to make such international convention or national, domestic or local legislation or regulation applicable and (ii) MFS shall have the benefit of all rights, limitations, exclusions and immunities contained in the provisions of that contract in addition to, but not limited to, the standard terms and conditions herein;
3. The Company shall have complete discretion to derogate from any instructions received from the shipper, consignee or owner of the goods where it considers it reasonable to do so and the Company shall incur no liability by reason of such derogation.
4. All rate quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise agreed in writing, the Company shall be, after acceptance, at liberty to revise quotations or charges, with or without notice, in the event of changes outside the Company's control, including, without limitation, changes in currency exchange rates, freight rates, insurance or any charge in connection with the goods.
5. Goods forwarded on a COD basis are accepted by the Company strictly on the condition that it will not be responsible for any act, omission, default, insolvency, negligence, delay, want of care or failure to collect on whomsoever's part. When shipments are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person, the shipper and/or owner of the goods shall together remain responsible for said charges if they are not paid by such consignee or other person immediately when due.
6. The Customer guarantees the exactness and veracity of all information that it, the shipper, consignee or the owner of the goods may have given pertaining to any goods and agrees to inform the Company in writing with respect to any goods which are liable to contaminate or otherwise affect freight or which may be susceptible to infestation by vermin or insects or is of a dangerous, inflammable, radioactive or damaging nature. If such goods are consigned to the Company without such notice or if in the opinion of the Company the goods become dangerous, inflammable or of a damaging nature, the same may at any time be destroyed, disposed of, abandoned or otherwise rendered harmless without prejudice to the Company's rights to brokerage and other charges thereon.

The Customer, whether or not aware of the nature of the goods, shall be liable to the Company for all loss, damage or liability caused to or incurred by the Company as a result of such consignment.

The Customer guarantees that all goods entrusted to the Company have been correctly handled and lawfully packaged and labeled and are suitable for storage and carriage and that the foregoing has been done in a way that meets the specific requirements of the goods.

- 7. The Company shall not in any event be liable in respect of any claim whatsoever unless made in writing and received by the Company within seven days from delivery of the goods or within seven days from the date on which the goods should have been delivered and failure to file such notice as aforesaid shall result in the Company's being discharged of all liability in respect of such claim.
8. The Company accepts no responsibility for departure or arrival dates for goods which dates are not guaranteed. If the Company is held liable in respect of any delay, consequential loss or other like claim or demand, the amount of such liability shall not exceed \$50 per package.
9. The Company shall be discharged of all liability whatsoever and howsoever arising in respect of any brokerage services unless suit be brought within nine months of the date of any event or occurrence alleged to give a cause of action against the Company.
10. No insurance on the goods shall be effected except upon written instructions and all such insurance shall be subject to the usual exceptions and conditions of the policy of the underwriters at risk. The Company shall in no circumstances incur liability as an insurer and if for any reason the underwriters dispute liability or deny coverage, the Customer, owner or other party having an interest in the goods shall have recourse exclusively against the underwriters at risk.
11. The Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, plants or other valuable commodities. Should such goods nevertheless be delivered to the Company or should the Company come to handle or deal with any such goods otherwise than under special arrangements, the Company shall be under no liability whatsoever for or in connection with such goods, howsoever arising.
12. Without prejudice to or limitation of the generality of any other provision herein set forth, should the Company be held liable whether as an agent or broker or otherwise in respect of any loss, damage or misdelivery of the goods, its liability shall under no circumstances exceed \$50 (Canadian currency) per package.
13. The Customer, shipper, consignee or owner of the goods, as the case may be, shall promptly load and unload containers, including trailers, and/or other transport equipment, placed at its disposal for the voyage by the carrier retained by the Company for or on its behalf and the Customer, shipper, consignee or owner, as the case may be, shall be solely responsible for delay and detention of the containers or trailers as aforesaid in loading and unloading and/or for clearance and/or inspection of the goods by customs or other government authorities.
14. The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counter-claim or set off. Despite the acceptance by the Company of instructions to collect freight duties, charges or other expenses from the consignee or any other person, the Customer, shipper and owner of the goods shall remain responsible for such freight, duties, charges or expenses.
15. 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 other particular or general balance or other monies due from the Customer or the shipper, consignee or owner of the goods to the Company. If any monies due to the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due that such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the proceeds applied in and towards satisfaction of such indebtedness and the Company will not be liable for any deficiencies or reduction in value received on the sale of the goods nor will the Customer, shipper, consignee or owner of the goods be relieved from the liability to pay brokerage charges because the goods have been sold.
16. These conditions shall be governed by the law of the Province of Quebec and by accepting the services provided under these conditions, the Customer, shipper, consignee and owner of the goods irrevocably attorn to the jurisdiction of the courts of that province.

CONDITIONS GÉNÉRALES STANDARDS

Milgram & Compagnie Ltée, faisant affaire comme « Milgram Services en Transport » (« la société ») consent à faire affaire avec le Client et le Client (à savoir la partie à laquelle la Société a soumis une cotation de taux et qui a convenu de régler les frais de courtage) consent à faire affaire avec la Société sous réserve des conditions générales ci-après qu'aucun agent ni employé de la Société n'est habilité à modifier. Une attention particulière doit être portée aux paragraphes qui excluent ou limitent la responsabilité de la Société :

- 1. Dans le cadre des services qu'elle offre à titre de courtier de fret, la Société fait strictement office d'agent et rejette toute responsabilité que ce soit comme transporteur de marchandises ou dépositaire. La Société s'engage uniquement à faire preuve de prudence raisonnable dans le choix des transporteurs ou d'autres entrepreneurs à qui elle confie les marchandises aux fins de transport, de manutention et/ou d'entreposage. Par conséquent, il est entendu et convenu que la Société rejette toute responsabilité et ne peut être tenue responsable des pertes de marchandises ou des dommages subis, même si ces pertes ou dommages peuvent résulter de négligence, d'omission, d'imprudence ou de rupture de contrat de la part de la Société. Sans restreindre la portée générale de ce qui précède, la Société rejette toute responsabilité que ce soit, de quelque manière dont elle découle, que cette responsabilité soit liée aux marchandises ou à des instructions, des conseils, des renseignements, des services ou autres.
2. Nonobstant les dispositions du paragraphe 1, si la Société est considérée comme le transporteur des marchandises, sa responsabilité quant aux pertes ou dommages doit être régie par les dispositions prévues dans une convention internationale ou dans une loi ou un règlementation nationale ou locale dont les dispositions s'appliqueraient à l'expéditeur, le consignataire ou le propriétaire des marchandises avait conclu un contrat séparé directement avec la Société, relativement au transport et/ou à l'entreposage des marchandises et avait reçu comme preuve dudit contrat un document précis devant être émis pour que s'applique ladite convention internationale ou la loi ou la réglementation nationale ou locale et (ii) la Société bénéficie de tous les droits, limitations, exclusions et immunités contenus dans les dispositions de ce contrat en plus des présentes Conditions Générales Standards mais non limité à celles-ci.
3. La Société peut à son gré déroger des instructions reçues par l'expéditeur, le consignataire ou le propriétaire des marchandises si elle juge la démarche raisonnable et ne peut être tenue responsable d'une telle dérogation.
4. Toutes les cotations de taux sont soumises en fonction d'une acceptation immédiate et peuvent être annulées ou modifiées. Sauf stipulation contraire écrite, la Société a toute liberté, après acceptation des cotations, pour modifier les cotations ou les frais, avec ou sans avis, dans l'éventualité où des changements indépendants de la volonté de la Société, y compris sans exclure d'autres motifs, des variations de taux de change, aux taux de fret, aux primes d'assurance ou à tous autres frais liés aux marchandises.
5. Les marchandises expédiées contre remboursement sont acceptées par la Société à la condition exclusive où elle n'est pas tenue responsable de tout(e) acte, omission, manquement, insolvabilité, négligence, retard, imprudence ou omission de ramasser de la part de qui ce soit. Lorsque les cargaisons sont acceptées ou traitées en fonction d'instructions faisant état de percevoir le fret, les droits, les frais ou toute autre dépense auprès du consignataire ou de toute autre personne, l'expéditeur et/ou le propriétaire des marchandises seront responsables desdits frais s'ils ne sont pas payés par le ledit consignataire ou toute personne dès leur exigibilité.
6. Le Client garantit l'exactitude et la véacité des renseignements que lui-même, l'expéditeur, le consignataire ou le propriétaire des marchandises peut avoir fournis relativement aux marchandises et accepte d'informer la Société par écrit relativement aux marchandises susceptibles de contaminer ou d'altérer autrement le chargement ou pouvant être infestées par de la vermine ou des insectes ou qui peuvent être dangereuses, inflammables, radioactives ou préjudiciables de nature. Si lesdites marchandises sont consignées à la Société sans ledit avis ou si la Société estime que les marchandises peuvent être dangereuses, inflammables ou préjudiciables de nature, lesdites marchandises peuvent être détruites, éliminées, abandonnées ou rendues inoffensives de toute autre manière, à tout moment, sans porter atteinte aux droits de la Société aux frais de courtage et aux autres frais pertinents.

Le Client, qu'il soit ou non conscient de la nature des marchandises, est tenu responsable auprès de la Société des pertes, dommages ou obligations causés à la Société ou subis par elle par suite de ladite consignment.

Le Client garantit que toutes les marchandises confiées à la Société ont été manipulées correctement et emballées et étiquetées conformément à la loi et qu'elles peuvent être entreposées et transportées; ces mesures ont été prises d'une manière qui respecte les exigences particulières propres aux marchandises.

- 7. La Société ne peut être tenue aucunement responsable d'une quelconque réclamation, à moins que celle-ci n'ait été formulée par écrit et reçue par la Société dans les sept jours suivant la livraison des marchandises ou dans les sept jours suivant la date à laquelle les marchandises auraient dû être livrées; à défaut d'avoir déposé cet avis tel qu'indiqué plus haut, la Société est déchargée de toute responsabilité relativement à ladite réclamation.
8. La Société rejette toute responsabilité relativement aux dates d'arrivée ou de départ des marchandises dont les dates ne sont pas garanties. Si la Société est tenue responsable d'un retard, d'une perte conséquente ou de toute autre réclamation ou exigence du genre, le montant de ladite responsabilité ne dépassera pas 50 \$ par paquet.
9. La Société doit être libérée de toute responsabilité que ce soit et de la part de qui ce soit, relativement aux services de courtage, à moins que des poursuites ne soient engagées dans les neuf mois suivant la date dudit événement ou incident qui justifierait prétendument une poursuite en justice contre la Société.
10. Aucune assurance n'est prise sur les marchandises à moins d'instructions écrites en ce sens, dans lequel cas ladite assurance doit faire l'objet des exceptions et conditions habituelles de la police de l'assureur. La Société ne doit en aucun cas assumer les responsabilités d'un assureur et si, pour une raison quelconque, l'assureur conteste la responsabilité ou refuse la protection, le Client, le propriétaire ou toute autre partie ayant un intérêt dans les marchandises peut exercer un recours exclusivement contre l'assureur.
11. La Société refuse de traiter des marchandises telles que métaux précieux, pièces de monnaie, pierres précieuses, bijoux, objets de valeur, antiquités, photos, restes humains, métal, plantes ou autre marchandise de valeur. Dans l'éventualité où de telles marchandises étaient néanmoins livrées à la Société ou si la Société devait manipuler ou traiter de telles marchandises autrement qu'en vertu des dispositions particulières, la Société n'assume aucune responsabilité que ce soit relativement auxdites marchandises, de quelque manière que ce soit.
12. Sous réserve de tous droits et sans limiter la portée générale de toute autre disposition établie aux présentes, si la Société est tenue responsable d'une perte, de dommages ou d'une fausse livraison des marchandises, que ce soit à titre d'agent ou de courtier ou autrement, sa responsabilité ne dépassera en aucun cas la somme de 50 \$ CAD par paquet.
13. Le Client, l'expéditeur, le consignataire ou le propriétaire des marchandises, selon le cas, doit charger et décharger rapidement les conteneurs, y compris les remorques et/ou tout autre équipement de transport mis à sa disposition par le transporteur retenu en son nom par la Société; le Client, l'expéditeur, le consignataire ou le propriétaire, selon le cas, est le seul responsable du retard et de la retenue des conteneurs ou remorques aux fins de chargement ou de déchargement et/ou de dédouanement et/ou d'inspection des marchandises par les douanes ou par d'autres autorités gouvernementales.
14. Le Client doit verser immédiatement à la Société, en espèces ou de la façon convenue entre les parties, tous les montants exigibles sans réduction du sursis de paiement pour cause de réclamation, de reconvention ou de demande en compensation. En dépit de l'acceptation par la Société des instructions portant sur la perception du fret, des droits, frais ou autres dépenses du consignataire ou de toute autre personne, le Client, l'expéditeur ou le propriétaire des marchandises demeure responsable du fret, des droits, des frais ou des autres dépenses.
15. Toutes les marchandises (et tous les documents s'y rapportant) sont assujetties à un privilège particulier et général et au droit de retenue si des montants d'argent sont dus relativement auxdites marchandises ou si un autre solde particulier ou général ou d'autres montants sont dus à la Société par le Client, l'expéditeur, le consignataire ou le propriétaire des marchandises. Si les montants dus à la Société ne sont pas réglés dans le mois civil suivant la remise d'un avis de retenue des marchandises à la personne qui doit ces montants, ces marchandises peuvent être liquidées à une vente aux enchères ou autrement au gré de la Société et aux frais de ladite personne, le produit de la liquidation s'appliquera à l'effacement de la dette et la Société ne sera aucunement responsable de tout déficit ou d'une réduction de valeur reçue à la vente des marchandises. De plus, le Client, l'expéditeur, le consignataire ou le propriétaire des marchandises n'échappe pas à sa responsabilité de régler les frais de courtage du fait de la liquidation des marchandises.
16. Ces conditions sont régies par la loi en vigueur au Québec et en acceptant les services fournis dans ces conditions, le Client, l'expéditeur, le consignataire ou le propriétaire des marchandises reconnaît irrévocablement la juridiction des tribunaux du Québec.

Table with 2 columns: Read and approved by (with 'X' and 'Print name') and Date (with 'Title').