In the following called "AS"

Ambercor Shipping Inc.

Revision 1.1

Following standard bid conditions apply for all services in the modes of transport (road, sea, air, rail and inland waterways) and customs clearance unless otherwise explicitly stated in the quotation – wherever applicable

# General conditions for the provision of all logistical services by all modes of transport

- The rates are quoted lump sum based on the Shipment Terms set forth above and subject to the stated dimensions, weights, and other cargo characteristics, and are subject to change in the event of any deviations from such details.
- Our quotation is not binding until written acknowledgment by AS (Ambercor Shipping) and transportation details will be finalized upon final approval of all clearances and/or permits.
- By accepting any offer issued by AS, customer is accepting the underlying Terms & Conditions (Standard bid conditions)
- Rates do not include AS assuming any liability for the cargo. At Customer's election and
  additional costs, a shipper's interest insurance policy may be purchased for the full value
  of the cargo. Please contact your AS representative if this insurance is preferred.
  Customer hereby releases AS from any liability with respect to damage, loss or delay to
  the cargo, regardless of cause, and Customer further agrees to indemnify, defend and
  hold AS harmless from any and all claims for cargo loss, damage or delay.
- The rates are based on current tariffs, rules, and fuel surcharges/costs stated in the currency provided in the quote.
- All exchange rates used are based on current exchange rates at the time of quoting and are subject to change based on current exchange rates at the time of shipment. Please refer to RBC Exchange Rate.
- AS is providing all services contemplated herein in its role as a third party transportation intermediary.
- This quote is subject to all further details, including AS's Terms and Conditions, booking notes and bills of lading ("BOL").
- AS acts as a third party transportation intermediary on Customer's behalf in arranging for transportation, service providers to transport Customer's cargo. AS is providing all services contemplated herein in its role as a third party transportation intermediary, and not as a motor carrier or other direct transportation provider. The applicable carrier and service provider terms and conditions and/or rules shall apply including a limit of liability for each shipment not to exceed CAD\$100,000 for all domestic over-the-road shipments and not to exceed CAD\$25,000 for all rail shipments. Such limit of liability for shipments shall also apply to associated services for such shipments, including, but not limited to, rigging and transloading.
- AS and the underlying transportation service providers shall not be liable for liquidated, special, incidental, and/or consequential damages, including loss of income or profits.
- AS assumes no liability for the shipment(s) regardless of cause. Upon Customer's request, AS may provide to Customer shippers' insurance coverage over the stated limit of liability at an additional cost as noted herein.
- All proposals are valid for thirty (30) days from the date of issuance unless other specified in the quote
- Unless arrangements are made prior to loading, all transport charges are to be paid via wire transfer prior to delivery. If credit is established, payment is due within thirty (30) days of the invoice date and all charges are subject to a 2.5% per month late fee, unless otherwise agreed in writing.
- In addition to the terms and conditions set forth herein, all services provided by AS are subject to CIFFA terms & conditions, which can be found at <a href="https://www.ambercor.com/ciffa-terms-conditions-en.php">https://www.ambercor.com/ciffa-terms-conditions-en.php</a>
- A final packing list including final cargo details, weights and dimensions as well as full set
  of shipping documents including but no limiting to commercial invoice, bill of ladings,
  power of attorney, certificate of origin shall be provided for all shipments.
- Subject to full details and technical drawings of the special cargo clearly showing such as but not limited to: center of gravity, lifting and lashing points, dimensions and position and construction of cradle.
- Container shipment by rail might be subject to inspection in regard to verifying proper loading & securing based on the respective railroad's requirement.
- Additionals/surcharges to apply as implemented/valid at time of shipment will be determined by AS or sub.
- Surcharges for hazardous cargo may apply.
- Customer shall not undertake any qualitative or quantitative analysis, reverse
  engineering, or replication of any products containing AS's confidential information
  unless specifically authorized in writing by AS.
- The shipper will be required to provide documentation for support letters when needed.
   AS will provide assistance.
- This Proposal is based upon loading and unloading during normal business hours. In order to accommodate loading or unloading that requires weekend layover or circumstantial hours of operation, additional charges will need to be assessed.
- Delays due to any reason beyond our direct control including inclement weather may result in extra charges for labour and equipment
- AS accepts military cargo only after approval from the involved carriers.
- AS does not carry class 1 or class 7 commodities, exceptions are possible but need to be approved on a case-by-case basis.

### **General conditions for Ocean transport**

- Any and all port charges shall be to the account of others including but not limited to the following: terminal use, wharfage, customs clearance, crane service, hook-off fees, and stevedoring, unless otherwise noted.
- Cargo shall be equipped with sufficient, adequate and safely accessible lifting/lashing/securing points with guaranteed sufficient strength for sea transportation.
- Cargo is to be seaworthy and in compliance with all valid rules and regulations.
- · Carriers agents & berth at Port of Loading and Port of Discharge.
- Schedule, vessel and space availability at intended date.
- General cargo is to be stackable and overstowable, unless otherwise noted.
- On or under deck at carrier's option.
- Subject to Port Captain's approval of stowage.
- Detention, Bunker and Recovery Clause to be agreed to.
- Cargo declaration per US customs 24hrs advance rule.
- No flag regulation/restriction.
- Any special required spreaders, lifting beams or other lifting equipment not available on board the vessel to be supplied by the merchant; any saddles/cradles which may be required to support the cargo to be supplied by the merchant cargo to be fitted with suitable lifting lugs or other adequate means of lifting and center of gravity be clearly indicated; sufficient lashing points for securing to be placed on the cargo; if items are not flat at their bottom then a footprint sketch to be provided; cargo to be suitably packed for ocean transport. Such equipment shall be certified by Lloyds Register or equivalent.
- The quotation is subject to acceptance of firm booking by the carrier.
- All dates given are subject to alteration without notice, subject to changes in rotation, other ports in route and without guarantee and liability towards the carrier.
- This quotation is based on the assumption of free passage through the Suez/Panama Canal(s), whereas, the canals are not closed or inaccessible for commercial traffic.
- · War risk clause to apply.
- Any taxes/dues/duties calculated on vessel to be for carrier's account
- · Carrier's agents both ends
- All surcharges (e.g. BAF, CAF, and WRS) are valid at the time of shipment (VATOS) and
  may change with or without prior notice. Surcharges are billed at actual rates. This
  condition also applies in case the surcharges are separately shown in the quotation or
  included into the price quoted as lumpsum
- Any other surcharges which did not exist or have not been known at the time of quotation will apply in accordance with the chosen terminal's / carrier's tariff.
- Containers must be sealed by the consignor / shipper with an approved seal, in order to
  pass security inspections in the ports by authorities and/or carriers. Security charges
  apply as per carrier's tariff and/or port's tariff.
- AS uses data supplied by the consignor/shipper relating to container data (contents and verified weights) and accepts no responsibility for the correctness of advised quantities, types, contents, weights and condition of the cargo stowed into the container; the consignor/shipper is responsible for seaworthy packing of the cargo and seaworthy stowage and lashing inside the container. AS is only responsible for seaworthy stowage and lashing if containers are stowed and lashed by AS. In case of rail on-carriage separate regulations regarding cargo lashing / securing inside the container may apply
- Special container equipment (e.g. flat rack or open top containers) is subject to carrier's
  acceptance (availability of space and/or equipment). Sufficient pre-notice to be mutually
  agreed. Equipment availability not guaranteed at the time of shipment
- Demurrage beyond AS's control and/or at customers request for the account of the customer

## **General conditions for Air transport**

- Based on Non-hazardous cargo, Non-temperature controlled cargo only.
- Based on weight and dimensions provided, subject to review at the time of shipment
- Fuel and security surcharge are not included. Details of these surcharges are without obligation and apply as per carrier's rate at date of shipment.
- Subject to space and equipment availability at the time of shipment
- Rates do not include any wait time or storage charges incurred beyond AS and our carriers' control; additional charges will apply thereafter
- All the packing materials used must follow the rules and regulations of the destination country – That should be handled by shipper/ others unless AS is responsible for the export crating/packing.
- Packing declaration will be required when necessary in accordance with ISPM15 regulations
- Pricing does not include crating/ packing cost
- Import customs clearance/ duties/ taxes/ door delivery/ Insurance to be arranged by consignee/ others however AS can arrange these services at additional cost which can be available upon request.

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 Quoted rates are valid for "secure cargo". For "unsecure cargo" additional charges will be applicable which will be charged as per outlay.

#### **General conditions for Road transport**

- All proposals reflect direct routing from origin to destination and any rerouting due to
  construction, weather, related issues, road and/or structural stability due to dimensions
  or weight, or related issues that affect and cause additional mileage and/or fees may
  require cost adjustments and will become the responsibility of the Customer.
- This Proposal is based upon current fuel surcharge rates at the time of proposal and is subject to change based upon the current fuel surcharge level at time of actual shipment.
- · Unless otherwise specified, fuel surcharges are included in our pricing
- This Proposal includes state permits and private escorts when needed, as stipulated and published by state and provincial regulation at the time of the Proposal.
- This Proposal excludes road surveys, utilities, police escorts (when required), bucket trucks, traffic control or movement of obstructions. If required, these fees will be billed at cost plus 15%
- Any governmental change in permit requirements or costings, limit of speed, police escorts required or others, prior to or during transport may affect costs, may require cost adjustments and will become the responsibility of the Customer.
- This Proposal includes a preliminary feasibility route survey. Any additional surveys, if required, will be billed at cost plus 15%.
- This Proposal does not include engineering fees or bridge study fees. If required, these fees will be billed at cost plus 15%.
- This Proposal does not include any protection from any natural elements, road spray or debris by the use of tarps, shrink wrap, sealing or others. If requested, this service can be provided at cost plus 15%.
- Suitable access to and on site as well as ground conditions on site and in all work areas to
  be provided for by others. If additional towing or pushing of our equipment is required
  because of off highway or site conditions, any cost incurred will be extra. Any damages
  incurred by to property or equipment (including our equipment) as a result of towing or
  pushing will be charged as an extra, at cost plus 15%.
- The shipper and consignee are to assist in the assembly and disassembly of all equipment when needed. In case AS is responsible for loading in a port which trailer assembly, extra charges may apply
- AS assumes that all gravel grades will be less than 7% and asphalt grades less than 14%.
- Price is based on providing equipment to be used during normal or maximum allowable weights and not for seasonal thaw or frost law weight limitations.
- This Proposal may not include charges for city and county permits or costs associated with the requirements imposed by local officials.
- This Proposal is contingent upon securing permits from all proper governing agencies. AS will not accept any back charges due to delays in permit approval as this is beyond AS's
- Cargo liability is limited to a maximum of CAD\$100,000 per shipment. If excess amount is
  required, AS must be notified in writing prior to loading and the excess amount charges
  must be agreed upon in writing. The declared amount must be stated upon the bill of
  lading to assure full cargo protection.
- Unless otherwise specified, this Proposal does not include the loading of cargo onto
  equipment at origin, or the unloading of cargo at destination.
- AS will provide basic wood blocking and bracing for each shipment. If Cargo requires specific blocking and bracing extra may apply
- This Proposal reflects an estimate based upon the center of gravity of the piece being
  evenly distributed. If it is not, the Customer must provide a drawing to reflect the actual
  center of gravity for trailer and deck adjustments.
- Depending upon the size and weight of the shipment, please allow a minimum of 30 days advance notice to organize equipment and secure the necessary permits. Some States/Provinces/Territories require a minimum of 6-8 weeks to issue a permit.
- AS allows 1 hour free (local Container Shipments) for live offloading or 48 hour chassis
  drop (local Container Shipments) and 2 hours (remaining equipment) of free time for
  loading and unloading of our equipment. Once free time has elapsed, detention will be
  assessed on a pro-rated per hour basis and is tiered based on the type of equipment
  used to transport the commodity. Upon acceptance of this Proposal, detention rates will
  be defined by AS personnel.
- Cancellation of equipment/transport orders are subject to cancellation fees

#### **General conditions for Rail transport**

- Quotation is subject to rail terms and conditions
- Quotation is subject to approved rail clearances. Rail clearances have not been submitted for this movement. Transportation details will be finalized upon final approval of all clearances.
- Price includes Clearance File, Engineered Transport Drawing and (HD) railcar usage fee, as required
- Unless otherwise specified, rates do not include Special Train Service, if deemed a requirement after formal clearances are completed, rates will be charged in addition to above rates based on actual rail mileage travelled
- Rail rates are based on current quotation and subject to change as Railroad Marketing needs to publish.
- Rates do not include any additional switching charges at origin or destination.
- Rates do not include Fuel Surcharge, Carbon Tax, wherever applicable, at the time of shipment, which will be charged based on the carrier's current tariff.
- Rates do not constitute an authorization for movement, a signed contract must be in place prior ordering cars and shipping
- Rate subject to car availability.
- Container transports, separate regulations regarding cargo lashing / securing inside the container vs. ccean transports may apply
- Cancellation of car orders are subject to car cancellation fees
- Rate subject to applicable demurrage fees and/or storage fees
- Free time for loading and unloading railcar is 24 / 24 hours respectively and then subject to demurrage charges of railroad.
- Rail car lease's T&C's in accordance with owners T&C's back to back
- Unless otherwise specified, this Proposal does not include the loading of cargo onto
  equipment at origin, or the unloading of cargo at destination.
- Rate subject to applicable rules and tariff guide of the railroad(s)
- Please notify your AS contact immediately if business is awarded so rates may be published
- · Additional charges for railcar clearing will apply
- This Proposal reflects an estimate based upon the center of gravity of the piece being
  evenly distributed. If it is not, the Customer must provide a drawing to reflect the actual
  center of gravity for railcar and deck adjustments.
- Depending upon the size and weight of the shipment, please allow a minimum of 30 days
  advance notice to organize equipment and secure the necessary clearances. Some
  transports may require a minimum 12 weeks or more.

#### **General conditions for Barge transport**

- Quotation is subject to barge operator/owner terms and conditions
- All cargo is handled, stored and carried at owner's / shipper's, consignee's risk, damage, loss or delay
- Unless otherwise stated, loading/lashing and offloading/unlashing is not included in the price
- Additional charges for barge clearing will apply
- Hatch cover movements are not included in the price
- Unless otherwise stated, Port fees are not included
- Tug Standby and waiting times for barge are to be mutual agreed
- Weather and Lock delays are excluded

#### **General conditions for Warehousing & others Services**

To be mutual agreed upon on case by case basis.