568 Beach Road, Hamilton, Ontario L8H 3K9
Phone: 905-527-4171 Fax: 905-527-4079

ACCOUNT APPLICATION & MASTER SERVICE AGREEMENT

By completing and submitting this Account Application, the Applicant agrees that this document shall serve as a **Master Service Agreement** governing all shipments handled by PACEX Package Express Inc.

DOCUMENTS INCLUDED

■ Credit Application & Agreement

☐ Conditions of Rental

☐ Charge Card Authorization

REQUIRED DOCUMENTATION

☐ ISO Certificate: _____

☐ CTPAT #: _____

☐ PIP #: _____

TERMS & CONDITIONS OF SERVICE

These General Terms and Conditions of Carriage (“Terms”) apply to all transportation and related services provided by PACEX PACKAGE EXPRESS INC. DBA PACEX TRANSPORTATION SOLUTIONS (“PACEX”, “Carrier,)

Role of PACEX

PACEX may perform the Services either as contracting carrier or as a logistics provider arranging transportation through third-party carriers, depending on the circumstances of the Shipment and the Transport Document issued only as agreed by the Customer and provided that any subcontracted carrier is verified to have the required insurance and regulatory requirements prior to dispatch of the Shipment.

Customer representations and warranties

The Customer represents and warrants, on its own behalf and on behalf of all shipping parties, that:

(a) Authority

The Customer is the owner of the Shipment or the duly authorized agent of the owner, and is authorized to tender the Shipment for carriage, to provide instructions to PACEX, and to bind all interested parties to the applicable Transport Document and these Terms.

(b) Accuracy of Information and Declared Value

All information provided in connection with the Shipment, including all information stated on the applicable Transport Document, is true, complete, accurate, and current. Any declared value for carriage, if agreed and permitted by law, does not exceed the Customer's actual interest in the Shipment at the time of delivery at the designated destination.

(c) Packaging, Labelling and Licensing

The Shipment is properly and sufficiently prepared, packed, secured, labelled, and marked for carriage, having regard to its nature, weight, and the mode(s) of transport, and in full compliance with Applicable Law. The Customer has obtained all licences, permits, approvals, and authorizations required for the carriage of the Shipment, and all such licences and approvals are valid and effective for the duration of the carriage.

(d) No Exposure to Claims or Penalties

The carriage of the Shipment and any related transaction will not expose PACEX, its subcontractors, agents, or employees to any sanction, penalty, fine, seizure, claim, or liability of any kind, including claims for infringement of third-party intellectual property rights.

Packaging, description and condition of shipments

The Customer warrants and represents that:

- the description, weight, dimensions, and nature of the Shipment are full, true and accurate
- the Shipment is properly and sufficiently packed, prepared, labelled, and marked;
- packaging is appropriate for the mode(s) of transport and the characteristics of the Shipment

PACEX shall not be liable for loss or damage resulting from inadequate packaging or inherent characteristics of the Shipment.

Critical Shipment

Unless such characteristics are expressly declared and acknowledged by PACEX in writing, PACEX shall be entitled to handle the Shipment as ordinary cargo under standard operating conditions and shall not be liable for any loss, damage, delay, deterioration, or consequential impact arising from the undisclosed characteristics of the Shipment, to the extent permitted by Applicable Law.

Notice of Claim and Limitation of Liability

No carrier is liable for loss, damage, or delay unless written notice is provided within 60 days of delivery or 9 months in case of non-delivery. Final claim must be filed within 9 months with supporting documents. Liability is

limited to $4.41/kg unless a higher value is declared and accepted. Additional charges may apply. These terms apply to every shipment arranged with PACEX.

Declared value and Insurance

Declared value is effective only if expressly agreed in writing and recorded on the Transport Document, where permitted by law. Values stated on commercial invoices do not constitute declared value.

PACEX can provide cargo insurance through a third-party, at client's request and expense. The Customer is strongly advised to maintain adequate cargo insurance at its own expense.

Claims and Notice

- ➢ Condition Precedent to Liability

As a condition precedent to any liability of PACEX, all claims for loss, damage, delay, or any other claim arising out of or in connection with the Shipment or the Services must be submitted in accordance with this clause.

- ➢ Mandatory Law Prevails

Customer must submit a written notice of claim for loss of goods or damaged goods in accordance with Ontario Regulation 643/05. Shall apply only to Shipments where both the origin and destination are within the Province of Ontario, and any notice of claim in respect of such Shipments must comply with that Regulation. In all other cases, the applicable laws of the province of origin or destination of the Shipment shall apply."
Any claim must include sufficient documentation to allow PACEX to investigate the claim, including where applicable:

- ➢ Documentation Requirements
  - the Transport Document;
  - Commercial invoices;
  - packing lists;
  - photographs of the alleged damage;
  - inspection reports;
  - proof of value of the Shipment; and
  - proof of the amount of the claimed loss.

PACEX shall not be obliged to process or evaluate incomplete claims.

Indemnity for Duties, Charges and Regulatory Costs

The Customer shall indemnify, defend and hold harmless PACEX from and against all duties, taxes, levies, fines, penalties, charges, costs, expenses, losses with the Shipment or the Services.

Governing Law and Jurisdiction

These General Terms and Conditions, each Transport Document, and any Services provided by PACEX shall be governed by and construed in accordance with the laws of the Province of o*rigin or the province of destination of the Shipment, as applicable to the dispute* and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

☐ **I/We acknowledge and agree to be legally bound by the terms of this Master Service Agreement for every shipment.**

Company Name (Customer) : _____

Authorized Representative: _____

Signature: _____

Date: _____

Title: _____