

Athena Freight Services Inc. - Standard Trading Conditions

Application

All business conducted by Athena Freight Services Inc. (referred to as "ATHENA") is accepted and handled subject to these Standard Trading Conditions. In these conditions "Client" means the person at whose request or on whose behalf ATHENA undertakes any business or provides any service.

These conditions shall be read subject to any compulsorily applicable legislation. These conditions shall not be deemed to be a surrender by ATHENA of any of its rights or immunities under such legislation. If any part of these conditions are repugnant to such legislation such part shall be severable.

Quotations

Quotations are given by ATHENA on the basis of immediate acceptance and are subject to withdrawal or revision. ATHENA may after acceptance revise quotations in the event of changes outside its control.

ATHENA's Responsibility and Undertaking

Unless otherwise stated ATHENA is acting as agent on behalf of the Client. Where ATHENA is acting as a principle and issues a bill of lading or similar document the terms and conditions embodied in such document shall be paramount in governing the relationship between ATHENA and the Client.

ATHENA shall perform its duties with a reasonable degree of care, diligence, skill and judgment within a reasonable time. Except under special arrangements, which shall be in writing, ATHENA accepts no responsibility for delay or for departure or arrival dates.

ATHENA shall be permitted to depart from the Client's instructions where reasonably required. ATHENA shall be entitled to reroute goods where reasonably required.

Client's Responsibility and Undertaking

- a) The Client expressly authorizes ATHENA to enter into contracts with carriers and other transportation service providers on behalf of the Client for the carriage, storage, packing, handling or customs clearance of the goods by any person, or at any place, and for any length of time.
- b) The Client warrants that the description and particulars of goods furnished to ATHENA are accurate and complete.
- c) The Client undertakes to advise and warn ATHENA if the goods are liable to taint or affect other goods.
- d) The Client warrants that the goods have been properly and sufficiently packed, labelled, prepared, and marked for the intended mode, method, route and time of transportation.
- e) The Client warrants that the goods are not dangerous or hazardous as defined in any legislation.
- f) The Client warrants that where it supplies the vehicle or container for transportation of the goods such conveyance unit shall be transportation worthy, suitable for the carriage and has been properly and competently loaded.
- g) The Client warrants that the goods are not bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock, bank notes, bonds, negotiable instruments, securities or plants. Such goods shall only be offered to ATHENA for transportation under special written arrangement.
- h) The Client warrants that the goods are not dangerous or hazardous goods.

Client Indemnification to ATHENA

The Client agrees to indemnify and hold harmless ATHENA for:

- a) All duties, taxes, payments, fines, expenses suffered or incurred by ATHENA in the performance of its obligations;
- b) All losses, damages (including physical damage) and liabilities in excess of the liability of ATHENA in accordance with these conditions suffered by ATHENA in the performance of its obligations;
- c) All freight, duties, charges or other expenses whether payable by the shipper or consignee or other person;
- d) All claims of a general average nature and security for same; and
- e) All loss, damage or delay caused by the failure to disclose that the goods are dangerous, hazardous or of a damaging nature. The goods may be warehoused at the client's risk and expense.

Notice

Any claim by the Client against ATHENA shall be made in writing as soon as events which may give rise to a claim are known to the Client and in any event the lesser of:

- a) no later than the applicable legislation to the mode of carriage involved;
- b) within 7 days of the loss and/or damage to the goods or the date when the goods should have been delivered or from the date when the event giving rise to a claim arose.

Such notice shall set out particulars of the origin, destination, date of shipment and nature of the goods and the estimated amount claimed. If such notice in writing is not given the claim shall be absolutely barred. All freight must be paid prior to any claim being made, otherwise the claim shall be absolutely barred.

Suit Time

ATHENA shall be absolutely discharged of all liability whatsoever howsoever arising in respect of any service provided or undertaken to be provided to the Client by ATHENA unless the notice provision of these conditions has been complied with and suit be brought against ATHENA within nine months from the date of any event or occurrence alleged to give rise to a cause of action against ATHENA.

Insurance

ATHENA is not an insurer of the goods or services. ATHENA shall not, except under special arrangement, effect insurance for the goods or services provided. Where the Client requests ATHENA to obtain insurance, ATHENA will do so as agent for the Client. Such a request for insurance must be in writing and must be confirmed in writing by ATHENA. Even where insurance is obtained these standard terms and conditions shall apply to the relationship between ATHENA and the Client.

Liability of ATHENA

ATHENA shall be liable for loss of or damage to the goods occurring between the time when ATHENA physically takes the goods into its charge and the time ATHENA physically delivers the goods to the Client, or other party including actual carriers. ATHENA shall not be liable for loss of or damage to the goods occurring while the goods are in the care, custody or control of others, including sub-contractors. In no event shall ATHENA or the carrier be liable for any loss or damage if such loss or damage was caused by an act of God, the Queen's or public enemies, riots, strikes lockouts or restraint of labour, a defect in the goods, inherent vice of the goods, insufficient or defective or improper packaging or labelling or marking of the goods, an act or default of the consignor, owner or consignee, authority of law, or quarantine or difference in weights of grain, seed or other commodities caused by natural shrinkage. No claim shall be made on any grounds whatsoever against any employee, officer or director of ATHENA.

Limitation of Liability

The liability of ATHENA shall be the lesser of:

- (a) \$0.50 per pound multiplied by the number of pound or fraction thereof, of each piece(s) of shipment which may have been lost, damaged or destroyed (but not less than \$50.00 per shipment);
- (b) the declared value for carriage;
- (c) the actual value of such piece(s) at the place of origin including the freight and other charges if paid;
- (d) 2 SDR (SDR=Special Drawing Right) units per kilo of gross weight of the goods lost or damaged;
- (e) the limitation of liability of the actual carrier in whose possession the goods were lost or damaged; and
- (f) the minimum liability as set out in the laws of the provinces of Canada or the laws of the United States of America that are found to be of compulsory application to the contract of carriage.

Consequential Damages

In no event (including but not limited to fundamental breach of contract, breach of fundamental term of a contract and the negligence or gross negligence of ATHENA whether arising from damage to the goods, mis-delivery, failure to deliver or delay in delivery) shall ATHENA be liable, whether at the suit of the party or parties contracting directly with ATHENA, or at the suit of any third party and whether in contract or in tort, for indirect or consequential damages or for damages for the loss of use or for the loss of earnings or profit or for punitive, exemplary or aggravated damages.

Non-Receipt of Goods

Where the Client, or the consignee does not take delivery of the goods at the time and place of delivery contracted for, ATHENA shall be entitled to store the goods in a public or licensed warehouse at the expense of the Client or consignee, without liability on the part of ATHENA and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. On 21 days notice in writing to the Client or the consignee ATHENA shall be entitled to dispose of the goods (by sale or otherwise as may be reasonable).

Moneys Due and Liens

The Client, the consignor, and the consignee are jointly and severally liable for freight. The Client shall pay to ATHENA in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set off.

Despite the acceptance by the carrier or ATHENA of instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Client shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such consignee or other person when due.

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 particular or general balance or other monies due from the Client or the sender, consignee or owner to the actual carrier or to ATHENA. If any monies due the carrier or ATHENA are not paid within one calendar month after notice has been given to the person from whom the monies are due and such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the carrier or ATHENA and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness and the carrier or ATHENA shall not be liable for any deficiencies or reduction in value received on the sale of the goods nor, will the Client, the consignor or the consignee of such be relieved from the liability for payment merely because the goods have been sold.

Carrier Terms

ATHENA is entitled to rely on the terms and conditions, including at law or by contract, imposed on or by any carrier which define and limit the obligations and liabilities of the forwarder where such terms are more favourable to ATHENA than the terms and conditions specified herein and in so far as those terms are not inconsistent nor contravene any law of the Province of Canada or any law of the United States of America compulsorily applicable to the carriage of the goods. The carrier terms and conditions are available for inspection from ATHENA at its offices or upon written request and are deemed to be part of this contract.

Jurisdiction and Law

These Conditions and the contract(s) provided by ATHENA shall be governed by the laws of the Province of Ontario. By accepting the services provided under these conditions, the Client irrevocably attorns to the exclusive jurisdiction of courts of the said Province.



NEW ACCOUNT INFORMATION

PLEASE TYPE OR PRINT CLEARLY & COMPLETE IN FULL & ALL INFORMATION IS CONFIDENTIAL

SECTION 1 – BASIC BILLING INFORMATION

LEGAL FIRM NAME IN FULL:		
ADDRESS:		CITY:
PROVINCE:		POSTAL CODE:
TELEPHONE:	FAX:	EMAIL:

SECTION 2 – BUSINESS INFORMATION

TYPE OF ORGANIZATION: SOLE PROPRIETORSHIP PARTNERSHIP LIMITED COMPANY
 AGE OF BUSINESS: LESS THAN 1 YEAR 1-3 YEARS OVER 3 YEARS

NAME OF PROPRIETORSHIP / PARTNERSHIP / LIMITED COMPANY

NAME	ADDRESS	TELEPHONE

BANKING INFORMATION – NAME OF BANK: _____

BRANCH: _____ **CONTACT:** _____ **PHONE:** _____

SECTION 3 – CREDIT INFORMATION

ACCOUNTS PAYABLE CONTACT: _____ **PHONE:** _____
PROJECTED MONTHLY VOLUME: _____ **FAX:** _____

PLEASE SUPPLY THE NAME, ADDRESS, TELEPHONE AND FAX NUMBER OF THREE SUPPLIERS WITH WHOM YOU ENJOY CREDIT PRIVILEGES.

NAME	CITY	TELEPHONE	FAX

BY SUBMITTING THIS APPLICATION, YOU AGREE TO BE BOUND BY THE STANDARD TERMS AND CONDITIONS OF ATHENA FREIGHT SERVICES INC., ON THE REVERSE HERETO

I/We hereby apply to Athena Freight Services Inc. for a credit account and in doing so authorize the information pertaining to my/our credit and financial responsibilities from a Bank, Credit Bureau, or credit granter. Furthermore, I/We agree to maintain the account within the terms allowed by Athena Freight Services Inc. as detailed on their invoices.

AUTHORIZED SIGNATURE	TITLE	DATE

PLEASE PRINT & SIGN. FAX TO ATHENA @ (613) 392-0006. E-MAIL: INFO@ATHENAFREIGHTSERVICES.CA

P.O. BOX 21081, Trenton Town Centre, Trenton, ON K8V 6E8
Office: (613) 392-5999 • Fax: (613) 392-0006 • www.athenafreightservices.ca