

TERMS AND CONDITIONS OF TRANSIT

Creative Warehousing and Logistics terms and conditions of carriage (terms)

The below terms and conditions shall apply to all shipments scheduled by the customer, and or their affiliates.

Outlining Responsibilities of the Shipper & CREATIVE

1. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and/or tariffs such contracts and/or tariffs, to the extent of their application, will apply
2. Reissued tariffs, items or parts of items will cancel previously issued tariffs, items or parts of items or publications referenced thereto.
3. When this tariff provides for the application of charges CREATIVE will maintain records to verify the charges and so document on any billing or invoicing to the payer.
4. Unless otherwise provided, charges for services shown herein will be borne by the party requesting the service or guaranteed to the satisfaction of CREATIVE before services will be provided.
5. Unless otherwise provided, charges for services shown herein will apply in addition to all other applicable charges
6. Unless otherwise provided, the use of decking equipment is for CREATIVE's convenience and has no application to any rules contained herein.
7. Unless otherwise provided, requests for changes to a Bill of Lading must be in writing from the responsible party(s) and accepted by CREATIVE
8. Driver's signature on the Bill of Lading only acknowledges receipt of the freight, any special requests or valuation in excess of those found within this tariff must be agreed to by CREATIVE management in advance of the shipment being picked up.

9. CREATIVE reserves the right to reject a shipment when such shipment in their opinion would likely cause damage or delay to personnel, other goods being carried, or equipment.
10. Special attention should be given to CREATIVE's rights to collect monies owed to them for overdue undisputed freight invoices.

ITEM 500 Bills of Lading, Freight Bills, & Statements of Charges

Transportation of shipments handled by CREATIVE is governed by the terms and conditions as found on the CREATIVE Bill of Lading and the rules, regulations, and charges as published in this tariff.

No deviation from these standard terms and conditions will apply in connection with shipments handled by CREATIVE except upon written agreement signed by an officer of CREATIVE. Terms and conditions of pre-printed Bills of Lading tendered to CREATIVE by Shipper at time of shipment and signed by CREATIVE's driver or dock worker will not apply except upon written agreement of an officer of CREATIVE. Bills of Lading so tendered by Shipper at time of shipment will be accepted by CREATIVE subject to the terms and conditions shown herein and as modified in this rules tariff.

CREATIVE will provide when required:

1. Copies of freight bills, invoices, statements or proofs of delivery.
2. Other forms or copies as may be required for submission with freight bills for payment.

When a corrected Bill of Lading or letter of authority to amend any aspect of a Bill of Lading is received from the responsible party the following provisions will apply:

1. Corrected Bills of Lading or letters of authority to change the payment status from collect to prepaid or prepaid to collect will be subject to acceptance by CREATIVE. The request must be made by the Shipper in writing and within thirty (30) days of the original Bill of Lading.
2. Corrected Bills of Lading or letters of authority to change the freight charge collection status from prepaid to collect will not be accepted if Section 7 of the corrected Bill of Lading has been signed by the consignor, or once the shipment has been delivered or if shipment has been lost or damaged

3. Corrected Bills of Lading or letters of authority to change the actual or released value of a commodity will not be accepted after the shipment has been delivered.
4. Changes in commodity description, weight, or pieces shall be accompanied by satisfactory written documentation, such as the original invoice or descriptive advertising copy.
5. A Driver's signature on the Bill of Lading only acknowledges receipt of freight. Terms and conditions of CREATIVE 1004 Rules Tariff and Bill of Lading contract as provided will apply.
6. When the consignor fails to state the freight terms (prepaid or collect) in writing on the Bill of Lading the freight will ship as prepaid and all applicable charges will be borne by the consignor.
7. A Bill of Lading shall be completed as provided herein for each shipment.
8. On each article covered by the Bill of Lading there shall be plainly marked thereon by the consignor the name of the consignee and the destination thereof. This requirement does not apply in cases where the shipment is from one consignor to one consignee and constitutes a truckload shipment.
9. The Bill of Lading shall be signed in full (not initialed) by the consignor and by CREATIVE as an acceptance of all terms and conditions contained therein.
10. At the option of CREATIVE a waybill may be prepared by CREATIVE and the waybill shall bear the same number, or other positive means of identification, as the original Bill of Lading. Under no circumstances shall the waybill replace the original Bill of Lading or rules that apply.

ITEM 501 Definition of Package

The term package as used in this item means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids or have been over packed in an additional complying package, CREATIVE's liability will be determined by separately multiplying the weight of each individual package lost or damaged computed on \$2.00 per pound (\$4.41 per kilogram) and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids or over packed in an additional complying package.

ITEM 502 Released Valuation When Goods are Received from a Freight Forwarder

On shipments having prior or subsequent transit by air or water, and said shipments are tendered to CREATIVE by a freight forwarder, CREATIVE's maximum liability shall be no more than \$1.50 per pound. The provisions of this rule shall supersede any valuations, actual or released, provided on the Bill of Lading or waybill.

In the event of a conflict between this provision and any other provision in CREATIVE's rules tariff the provision which has the lower limitation shall apply.

Liability Section

ITEM 503 Liability of CREATIVE

CREATIVE assumes no liability for the deterioration of perishable products or on account of delays due to weather conditions and or conditions beyond CREATIVE's control.

ITEM 504 Acts of God

An Act of God is defined as an abnormal or unusual event which is strictly natural in origin with no human assistance or influence, including but not limited to tornadoes, earthquakes, floods, and other catastrophic events of nature.

ITEM 505 Exceptions from Liability

CREATIVE shall not be liable for loss, damage, or delay to any of the goods described in the Bill of Lading caused by an Act of God, the Queen's or public enemies, riots, strikes, a defect, or inherent vice in the goods, the act or default of the consignor, owner or consignee authority of law, quarantine or differences in weights of grain, seed, or other commodities caused by natural shrinkage.

ITEM 506 Delay

CREATIVE is not bound to transport the goods by any particular vehicle or in time for any particular market or otherwise than with due dispatch unless by agreement specifically endorsed by an authorized manager of CREATIVE in writing prior to the pickup of the shipment.

Subject to reasonable requests, CREATIVE agrees to accept, transport, and deliver with reasonable dispatch such merchandise as customer may tender to CREATIVE for transportation. However, CREATIVE shall not be responsible for any damages, direct, indirect or consequential, which are the result of delay in delivery.

ITEM 507 Stoppage in Transit

Where goods are stopped and held in transit at the request of the party entitled to do so, the goods are held at the risk of that party.

ITEM 508 Packaging Requirements & Used/Personal Goods

When the proper packaging as provided in the NMFC is not adhered to and shipment is inadvertently accepted, CREATIVE's liability shall be limited to 10 cents per pound regardless of the RVNX shown on the Bill of Lading. If no specific packaging is provided in the NMFC and the commodity is shipped in an unprotected state (i.e. an uncrated machine shipped loose or on a skid) CREATIVE's liability shall be limited to 10 cents per pound.

Used commodities and personal goods shall be limited to 10 cents per pound regardless of packaging.

ITEM 509 Valuation

Subject to the maximum liability clause 510, the amount of any loss or damage for which the carrier is liable, whether or not the loss of damage results from negligence, shall be computed on the cases of;

1. The value of the goods at the place and time of shipment including the freight and other charges if paid, or
2. Where a value lower than that has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability.

ITEM 510 Maximum Liability in Canadian Funds

The amount of any loss or damage computed under paragraph (a) or (b) of the above article shall not exceed \$2.00 per pound (\$4.41 per kilogram) computed on the weight of the damaged or missing pieces unless a higher value is declared on the face of the Bill of Lading by the consignor and paid for, subject to ITEMS 501, 502, and 511.

ITEM 511 Declared Value

If the consignee has declared a value of the goods on the face of the bill which exceeds the MAXIMUM LIABILITY clause and CREATIVE has agreed in writing to accept this shipment, the amount of any loss or damage for which CREATIVE is liable shall not exceed the declared or actual value of the damaged or missing pieces. A charge of 2% of the value exceeding the \$2.00 per pound (\$4.41 per kilogram) shall be assessed.

ITEM 512 Articles of Extraordinary Value

CREATIVE is not bound to carry any documents or any articles of extraordinary value unless by a special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed, CREATIVE shall not be liable for any loss or damage in excess of the maximum liability stipulated above.

ITEM 513 Notice of Claim

1. All claims for loss, damage or delay must be filed within sixty (60) days of the date of delivery or in the case of non-delivery, within nine (9) months. The period for bringing a civil action against CREATIVE will be two (2) years from the date CREATIVE gives a person written notice that CREATIVE has disallowed any part of the claim specified in the notice.
2. Claims not filed within the nine (9) months statute of limitations will be declined.
3. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of CREATIVE from the charges owed to CREATIVE unless authorized in writing by CREATIVE.

ITEM 514 Freight Charges

1. If required by CREATIVE the freight and all other lawful charges accruing on the goods shall be paid before delivery, and if upon inspection it is ascertained that the goods shipped are not those described in the Bill of Lading, the freight charges must be paid upon the goods actually shipped with any additional charges lawfully payable thereon.
2. Should consignor fail to indicate that a shipment is to ship prepaid or fail to indicate how the shipment is to ship, it will automatically ship on a collect basis.

ITEM 516 Undelivered Goods

1. If through no fault of CREATIVE the goods cannot be delivered, CREATIVE shall immediately give notice to the consignor and consignee that delivery has not been made and shall request disposal instructions.
2. Pending receipt of such disposal instructions the goods may be stored in the warehouse of CREATIVE E subject to a reasonable charge for storage, or if CREATIVE has notified the consignor of this intention the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor, without liability on the

part of CREATIVE and subject to a lien for all freight and other lawful charges including a reasonable charge for storage.

ITEM 517 Return of Goods

If a notice has been given by CREATIVE pursuant to ITEM 516 and no disposal instructions have been received within 10 (ten) days from the date of such notice, CREATIVE may return to the consignor at the consignor's expense, all undelivered shipments for which such notice has been given.

ITEM 518 Alterations

Subject to ITEM 518, any limitation on CREATIVE's liability on the Bill of Lading and any alteration to the Bill of Lading shall be signed or initialed by the consignor and the CREATIVE driver or representative and, unless signed and initialed, shall be without effect.

ITEM 519 Weights

1. It shall be the responsibility of the consignor to show correct shipping weight of the shipment on the Bill of Lading.
2. If the actual weight of the shipment does not agree with the weight shown on the Bill of Lading CREATIVE may correct the weight shown on the Bill of Lading.

ITEM 520 Shipper Load or Consignee Unload

Shipper Load.

When pre-arranged with CREATIVE's local operations, CREATIVE will spot or drop trailer at the shipper's loading facility so the shipper may load the trailers at their convenience. Any discrepancy on those shipments tendered under the Shipper Load and Count arrangement will be handled in the following manner:

1. At pickup, CREATIVE will include "SL&C" on the Bill of Lading, indicating that the Shipper loaded and counted the shipment without a CREATIVE driver being present.
2. The Shipper will properly block and brace the freight. CREATIVE's failure to note "SL&C" on the Bill of Lading will not affect the liabilities of the parties if the Shipper has in fact performed the loading and counting without a representative from CREATIVE present.
3. CREATIVE will provide seals for security purposes to the Shipper when requested. Failure to seal a load will not affect the terms and conditions outlined in this paragraph or tariff.
4. CREATIVE will notify the Shipper's representative by auto-fax of any exceptions within 24 hours of first unloading. This will not include weekends or holidays. CREATIVE cannot be liable for uncountable palletized orders picked up and delivered with wrap intact.
5. Shortage claims filed will be thoroughly investigated. CREATIVE will work with the Shipper to use overage, as mutually agreeable, to offset their liability on valid claims.
6. Shortages will be reported as above. The Shipper will advise CREATIVE disposition of any merchandise that could or should be applied to a valid shortage. In the event of a Shipper caused shortage, the Shipper will allow CREATIVE to adjust the Bill of Lading accordingly to reflect actual piece count and weight.
7. CREATIVE will not accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is one of a concealed nature. In this respect, any claim following will be settled based on the findings of the investigation.
8. CREATIVE will only be responsible for handling units only as applicable and to the extent that a piece count can be verified. Individual item numbers and purchase order shortages at delivery shall not be deemed as shortages against CREATIVE when the handling unit count matches the amount properly reported as received on the SL&C trailer.
9. CREATIVE will not decline liability of claims just because the Bill of Lading is noted "SL&C." The burden is CREATIVE's to either provide a clear proof of delivery, a properly reported exception, or payment of the claim. The Shipper agrees not to file claims when discrepancies have been properly reported.
10. When trailer is spotted shipper is responsible to maintain the correct temperature at time of loading and close doors to ensure temperature is maintained.

Consignee Unload.

CREATIVE will drop or spot trailers at the Consignee's facility so the receiver may unload the trailers. Any discrepancy on those shipments tendered as "CONSIGNEE UNLOAD" will be handled in the following manner unless a separate agreement is already established and signed in place:

1. CREATIVE agrees to spot or drop trailers at Consignee's place of business for the purpose of Consignee completing the unloading process within normal free time or as otherwise agreed to in writing. Consignee agrees to maintain temperature.
2. Consignee will not utilize CREATIVE's equipment for any use other than the express purpose of unloading.
3. When the Consignee fails to report to CREATIVE's local service centre that equipment is empty and available to CREATIVE for removal it will be subject to detention rules and charges.
4. Consignee will accept liability for any and all damages occurring to CREATIVE's equipment or for the loss of CREATIVE's equipment while in its physical possession, other than normal wear and tear or an Act of God. Consignee will promptly reimburse CREATIVE for the cost of repairing or replacing such equipment.
5. CREATIVE will note "CONSIGNEE UNLOAD" on the delivery receipt, indicating that the Consignee unloaded and counted the shipments without CREATIVE's driver present. CREATIVE's failure to note "CONSIGNEE UNLOAD" on the delivery receipts will not affect the liabilities of the parties if the Consignee has in fact performed the counting and unloading without a representative from CREATIVE present.
6. CREATIVE will provide sealed trailers with CREATIVE's seal number documented for security purposes. Failure to seal a load will not affect the terms and conditions outlined in this item
7. CREATIVE shall not be liable for uncountable palletized orders picked up and delivered with shrink wrap intact or for Shipper Load and Count orders that have been properly reported to the Shipper at first unloading.

8. Delivery receipts will be signed by the Consignee at the time the trailer is dropped for unloading or, if not operationally feasible, will be available to CREATIVE no more than 24 hours after delivery.
 - (a) The Consignee agrees to notify CREATIVE by fax on a mutually approved form of any exceptions within 24 hours of the trailer being dropped. This will not include weekends or holidays. CREATIVE shall not be liable for exceptions reported after 24 hours of trailer being dropped.
 - (b) notice of any exception is to be faxed on the mutually approved form to the attention of the local service centre's OS&D associate.
9. CREATIVE shall only be responsible for handling units as signed for and tendered by Shipper. Individual item numbers and purchase order shortages shall not be deemed shortages against CREATIVE when the handling unit count matches the amount signed for at time of pickup or, as applicable, properly reported received on a Shipper Load and Count trailer.
10. Shipments tendered to the Consignee to be unloaded at their convenience are to be secured by the Consignee in a manner to prevent theft, fire and damage. CREATIVE will not be held responsible for stolen product while in the possession of the Consignee.
11. CREATIVE agrees not to decline liability of claims just because the delivery receipt is noted CONSIGNEE UNLOAD. The burden is CREATIVE's to provide a clear proof of delivery when the documents are returned to CREATIVE. It is the Consignee's responsibility to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The Consignee agrees not to file claims when discrepancies have not been properly reported.
12. The consignee will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is of the concealed nature and reported within 15 days of the trailer being spotted for unloading. In this respect, concealed damage claims will be settled based on supporting facts and merits of the investigation.

ITEM 521 Goods requiring temperature control

1. An additional charge may apply if the goods are required to stay on the unit for longer than 3 hours or held over night
2. No destruction of goods shall be taken place unless a senior manager at KRPSLINE agrees in writing and the proper government authorities are present at the time.
3. When goods have been destroyed, a certificate of destruction must be provided to CREATIVE