

TERMS & CONDITIONS

These Terms and Conditions (“**T&C**”) govern the use of all transportation arrangement services, digital tools, online platforms, applications (including mobile applications), websites, portals, content, quotations, and related services (collectively, the “**Services**”) provided by Integrated Freight Networks, Integrated Transportation Solutions and its related entities, parent, subsidiaries, affiliates, etc., (“**Broker**”) to any shipper, consignee, consignor, freight forwarder, property broker, customer, or their respective agents (collectively, the “**Customer**”).

The Broker may arrange Services directly or through its parent, subsidiaries, affiliates, or related entities. Any such entities shall be entitled to the full benefit of these T&C, including all limitations of liability, exclusions, defenses, and indemnities set forth herein, and shall be deemed included within the term “Broker” for all purposes.

By tendering freight, requesting Services, submitting load details, accessing the Broker’s online platform, or otherwise engaging the Broker, the Customer expressly agrees that these T&C apply to all shipments arranged by the Broker, whether domestic, cross-border, or international. Tendering freight or using the Services constitutes acceptance of these T&C without the need for signature.

The Broker is a transportation broker only and does not act as a motor carrier, common carrier, contract carrier, warehouseman, bailee, or insurer. These T&C cannot be altered, superseded, or amended by any Customer-issued document (including load tenders, rate sheets, purchase orders, website terms, email instructions, or bills of lading), whether provided before or after shipment, unless expressly agreed in a separate written agreement signed by an authorized officer of the Broker.

Customer’s use of any portion of the Broker’s online Services constitutes acceptance of these T&C. The Customer shall maintain all login credentials, passwords, API keys, and access methods in strict confidence and shall ensure that only authorized personnel use the Services. The Customer is responsible for all activity conducted under its credentials, whether authorized or unauthorized.

The Broker may update or modify these T&C at any time. Amendments become effective upon posting to the Broker’s website or upon written notice to the Customer. Continued use of the Services following such posting or notice shall constitute acceptance of the updated T&C.

1. Scope of Services and Definitions

1.1 Scope of Services

The Customer acknowledges that Broker acts solely as a transportation broker and arranges, but does not perform, the transportation of goods (“**Goods**”). The Broker’s Services include selecting, securing, and coordinating transportation with duly authorized motor carriers and other transportation service providers (collectively, “**Carriers**”), and providing digital access to tools, portals, applications, APIs, and related platform-based functionality (“**Platform**”).

The Broker does not:

- (a) transport, handle, store, load, unload, or otherwise take physical custody or possession of the Goods;
- (b) assume responsibility for the acts, omissions, or performance of any Carrier;
- (c) act as a motor carrier, common carrier, contract carrier, freight forwarder, warehouseman, bailee, or insurer.

The Broker may reject or refuse any shipment or request for Services at its discretion, including for safety, compliance, capacity, operational, or credit reasons.

1.2 Subcontracting and Selection of Carriers

The Broker may subcontract, co-broker, interline, or otherwise engage third-party Carriers to perform all or part of the transportation Services. The Broker will use only Carriers that maintain valid operating authority and minimum insurance coverage required by applicable law; however, the Broker is not responsible for verifying, monitoring, or guaranteeing Carrier performance beyond commercially reasonable efforts.

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At no time will the Broker be deemed to have custody, control, or possession of the Goods, nor shall the Broker be deemed a bailee of the Goods.

1.3 Definitions

For purposes of these T&C, the following definitions apply:

(a) “Goods” means any cargo, freight, equipment, materials, pallets, containers, or products tendered for transportation through the Broker.

(b) “Customer” means the shipper, consignee, consignor, freight forwarder, broker, third-party logistics provider, or any entity or individual retaining the Broker to arrange transportation, including all officers, directors, employees, agents, contractors, representatives, and permitted assigns.

(c) “Carrier” means any motor carrier, drayage provider, cartage agent, intermodal provider, freight forwarder, ocean carrier, or other transportation entity engaged by the Broker to perform all or part of the movement of Goods.

(d) “Services” means all transportation arrangement services, digital tools, online platform functionality, applications, portals, content, communications, tracking tools, and related offerings provided by the Broker.

(e) “Platform” means any technology system, software interface, portal, application, mobile app, API, or digital environment made available by the Broker to facilitate tendering, quoting, tracking, documentation, or communication.

1.4 No Agency or Carrier Status

The Carrier is an independent contractor, not an employee, agent, or representative of the Broker. No act of a Carrier shall be attributed to the Broker. The Broker does not direct or control the manner, method, timing, personnel, or equipment the Carrier uses to provide transportation.

Nothing in these T&C shall create a partnership, joint venture, agency relationship, employer/employee relationship, or carrier/shipper relationship between the Broker and the Customer or any Carrier.

1.5 No Possession, Custody, or Control

The Broker does not take possession or control of the Goods at any time. The Broker shall not be liable for loss, theft, shortage, damage, misdelivery, delay, or condition of Goods at any stage, including without limitation: loading, securement, handling, transit, cross-dock, staging, warehousing, or unloading. Ownership, custody, control, and responsibility for the Goods remain solely with the Customer and the Carrier.

2. Customer/Shipper Obligations

2.1 Accuracy of Information and Shipping Instructions

The Customer shall provide full, complete, and accurate shipping instructions, including proper description, classification, identification, weight, dimensions, NMFC class (if applicable), hazardous material details, and any special handling, temperature, or equipment requirements and all value of loads greater than \$100,000. The Customer warrants that all information provided to the Broker or Carrier is true, correct, and complete. The Broker shall have no liability for delay, loss, misdelivery, or damage resulting from incorrect, incomplete, or untimely information provided by the Customer.

2.2 Tender of Restricted, Regulated, or Hazardous Goods

The Customer shall not tender restricted commodities, hazardous materials, dangerous goods, pharmaceuticals, food, perishables, or any regulated cargo without prior written disclosure to and written acceptance by the Broker.

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If such Goods are tendered without proper disclosure, the Customer shall bear all resulting liability, fines, penalties, or expenses and shall indemnify the Broker fully.

2.3 Compliance with Laws and Regulations

The Customer shall comply with all applicable laws, rules, and regulations, including those governing:

- hazardous materials or dangerous goods (49 CFR / TDG / IMDG / IATA),
- customs, import, export, and border compliance,
- food safety, perishables, and temperature-controlled cargo (FSMA, HACCP, CFIA, etc.),
- weight, securement, and packaging requirements.

The Customer shall complete and attach to the Bill of Lading (“**BOL**”) all required documentation and certifications. The Customer shall defend, indemnify, and hold the Broker harmless from any fines, penalties, cargo claims, costs, or liabilities arising from the Customer’s non-compliance.

2.4 Loading, Equipment Suitability, and Securement

If the Customer, Shipper, consignor, or its agents load, stow, block, brace, or seal the Goods:

- (a) the Shipper shall ensure the Goods are properly loaded, blocked, braced, secured, and sealed in compliance with all applicable regulations and industry standards;
- (b) the Shipper shall count all items loaded and apply a tamper-evident seal;
- (c) the Shipper shall inspect all equipment provided and reject any equipment that is damaged, contaminated, unsuitable, or unsafe.

The Shipper shall be solely responsible for any cargo loss, damage, shortage, contamination, injury, liability, or expense arising from improper loading or failure to reject unsuitable equipment, regardless of whether the Carrier signs the BOL as “shipper load & count.”

2.5 Drop Trailer / Unattended Equipment Liability

If the Shipper requests or allows any trailer, container, chassis, or equipment to be dropped at a location or left unattended, the Shipper assumes full responsibility for the equipment and all Goods inside it. The Shipper shall pay all losses, theft, damage, contamination, penalties, or property damage occurring while the equipment is unattended.

2.6 Customs and Border Compliance

The Customer is responsible for compliance with all customs, import, export, and international documentation requirements. The Customer shall indemnify, defend, and hold the Broker harmless for:

- incorrect documentation
- misclassification
- failure to provide commercial invoices or required data
- customs delays or enforcement actions
- seizures, penalties, or duties

The Broker shall have no liability for customs delays, holds, inspections, or refusals.

2.7 Food, Perishable, and Temperature-Controlled Shipments

For Goods subject to food safety, perishables regulations, or temperature control, the Customer shall specify in its request for Services and on the BOL:

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- (a) all applicable regulatory requirements (e.g., FSMA, CFIA, HACCP);
- (b) temperature set points and ranges;
- (c) sanitation requirements and documentation;
- (d) equipment specifications, cleaning, and maintenance instructions;
- (e) any continuous monitoring or record-keeping requirements.

Unless the Shipper notes defects at pickup, the equipment shall be deemed acceptable. Before rejecting any portion of a food shipment, the Shipper shall, at its sole expense, obtain a qualified independent inspection. The Shipper remains obligated to mitigate damages, including via salvage, where feasible.

2.8 Documentation and Bills of Lading

The Customer shall use the Broker's or Carrier's BOL as directed. All BOLs are non-negotiable. If the Customer fails to complete required documentation, the Broker may, but is not obligated to, complete, correct, or issue substitute documents. The Customer agrees that:

- any BOL prepared by the Broker shall be deemed prepared on behalf of the Customer;
- the Customer is bound by all terms of the completed BOL;
- the Broker shall be fully released and exonerated from liability for preparing or correcting BOLs, including any negligence in doing so.

The Broker shall have no obligation to honor:

- (i) unauthorized alterations to a BOL,
- (ii) any shipment tendered to a Carrier other than the Carrier selected by the Broker, or
- (iii) any BOL not authorized or issued by the Broker.

2.9 Authority to Bind Customer

Any individual acting for the Customer in requesting Services, providing instructions, scheduling shipments, or accessing the platform represents and warrants that they have full legal authority to bind the Customer. The Customer shall be bound by all actions taken by its employees, contractors, agents, or platform users.

2.10 Failure to Provide Instructions

If the Customer fails to provide complete, accurate, and timely shipping instructions, or fails to identify Goods requiring specialized handling, neither the Broker nor the Carrier shall be liable for any resulting delay, loss, damage, contamination, or penalties.

3. Motor Carrier Engagement

3.1 The Broker shall engage only Carriers that hold all authorizations, licenses, qualifications, and insurance coverage required by applicable law for the lawful provision of motor carrier services. The Broker may request, and Carriers shall provide, evidence of such authorizations and insurance, including current certificates and licenses.

3.2 The Broker will enter into written broker-carrier contracts ("Broker Carrier Contracts") only with Carriers that comply with all applicable regulatory requirements. Each Broker Carrier Contract shall state that, pursuant to 49 U.S.C. § 14101(b), the parties expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B, to the extent such rights and remedies conflict with the terms of the Broker Carrier Contract.

3.3 Each Broker Carrier Contract shall require the Carrier to:

- (a) provide, operate, and maintain safe, operational, and roadworthy equipment suitable for the transportation of Goods;
- (b) maintain, at a minimum, the following insurance coverage at all times: Auto Liability of not less than CAD \$2,000,000 (or USD \$1,000,000 for U.S. carriers), Cargo Liability of not less than CAD/USD \$100,000 per shipment, General Liability of not less than CAD/USD \$1,000,000, and Workers' Compensation coverage as required by applicable law; and

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(c) furnish valid Certificates of Insurance upon request, naming the Broker as certificate holder, and promptly notify the Broker of any material changes or cancellations.

3.4 Carriers shall not re-broker, double-broker, assign, or subcontract any load tendered by the Broker without the Broker's prior written consent. Any unauthorized re-brokerage, assignment, or subcontracting shall render the Carrier fully liable for all resulting damages, losses, or claims, in addition to any other remedies available to the Broker at law or in equity.

4. Payment Terms

4.1 Due Date. All freight and related charges are payable within thirty (30) days from the invoice date, unless otherwise agreed in writing. Payment must be made in full, without deduction, set-off, counterclaim, or withholding of any kind.

4.2 Late Payment. Any balance not paid when due shall accrue interest at a rate of two percent (2%) per month (24% per annum), calculated and compounded monthly, from the invoice date until payment is received in full.

4.3 Default and Remedies. If the Customer fails to pay any invoice in accordance with these terms:

(a) all outstanding amounts owed by the Customer to the Broker, whether due or not, shall become immediately payable;

(b) the Broker may, without prejudice to any other rights or remedies, suspend or withhold services, exercise lien rights over Goods in its custody, and/or terminate the agreement with the Customer; and

(c) the Customer shall be liable for all costs of collection, including but not limited to court costs, reasonable attorney's fees, and third-party collection agency charges, incurred by the Broker in recovering overdue amounts.

4.4 Application of Payments. The Broker may apply any payments received from the Customer to the oldest outstanding invoices or in such order as the Broker, in its sole discretion, deems appropriate.

5. Lien Rights

5.1 General Lien. The Broker shall have a general and continuing lien on all Goods, documents, and property in its possession, custody, or control (whether belonging to the Customer or a third party) for any and all freight charges, storage charges, advances, expenses, or other sums owed to the Broker, whether arising under these T&C or otherwise.

5.2 Enforcement. If any such amounts remain unpaid for seven (7) days after written demand for payment, the Broker may, without further notice and without liability, sell, auction, or otherwise dispose of the Goods at public or private sale. The Broker shall have the right to determine the time, place, method, and conditions of such sale in its sole discretion.

5.3 Application of Proceeds. The net proceeds of any such sale or disposition shall be applied to amounts owed to the Broker, including reasonable costs of storage, handling, sale, and legal or collection expenses, with any balance to be remitted (if applicable) to the Customer.

5.4 Continuing Obligation. The exercise of lien rights by the Broker shall not discharge the Customer from liability for any deficiency if the proceeds of sale are insufficient to satisfy the amounts owed in full.

6. Cargo Liability & Claims

6.1 Loss, Damage and Delay. Since Broker is not a motor carrier, Broker is not liable for loss, damage, or delay in the transportation of Goods, except for its own proven gross negligence. Carriers shall be liable as follows:

6.1.1 Within the U.S. or from U.S. to Canada: Liability is limited to the full actual value of the Goods, up to a maximum of USD \$100,000 per shipment, unless a higher amount is agreed to in writing by Broker and the Carrier.

6.1.2 Within Canada or from Canada to U.S.: Liability is limited to CAD \$2.00 per pound of the shipment, up to a maximum of CAD \$100,000 per shipment, unless a higher amount is declared in writing and additional insurance purchased.

6.1.3 Within Mexico: Liability is limited to loss or damage caused while the Goods are under the Carrier's custody, up to fifteen (15) daily Units of Measurement and Update (UMAs) per ton of freight or four (4) UMAs per consignment

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for shipments weighing up to 200 kg. If the Shipper wishes the Carrier to assume liability for the full value of the Goods, the Shipper must declare such value in advance and either obtain appropriate cargo insurance directly or authorize the Broker to obtain such insurance at the Shipper's expense.

6.1.3.1.UMA. "UMA" means the *Unidad de Medida y Actualización*, the daily monetary unit of measure established and adjusted annually by the Mexican government, which is used as the legal reference for calculating liability limits and penalties under Mexican law.

6.2 Claims Process

6.2.1 Notice of Claims. The Shipper must provide the Broker with written notice of any potential claim for loss, damage, or delay within thirty (30) days of delivery of the Goods, or within thirty (30) days of the scheduled delivery date in the case of non-delivery.

6.2.2 Concealed Damage. If loss or damage that could not reasonably have been discovered at the time of delivery ("concealed damage") is subsequently identified, the Shipper must notify the Broker and Carrier in writing within five (5) business days of delivery. The Shipper shall allow the Carrier a reasonable opportunity to inspect the Goods before they are moved from the place of delivery or otherwise altered. Failure to provide timely notice or to permit inspection shall constitute prima facie evidence that the Goods were delivered in good condition and shall bar any claim for such concealed damage.

6.2.3 Filing of Claims. Formal written claims must be filed directly with the Carrier within nine (9) months from the date of delivery or scheduled delivery, except in the case of concealed damage as mentioned above in 6.2.2, or shipments within Mexico where claims must be filed within twenty-four (24) hours of delivery or scheduled delivery. Claims filed after these deadlines shall be time-barred.

6.2.4 Legal Action. Any legal action, arbitration, or other proceeding arising out of a cargo claim must be commenced within two (2) years from the date the Carrier formally denies the claim, failing which the claim shall be extinguished.

6.2.5 Subrogation. If the Broker pays any claim to the Shipper, the Broker shall be automatically and irrevocably subrogated to the Shipper's rights against the Carrier and any other responsible parties and is fully authorized to pursue recovery in the name of the Shipper or otherwise.

6.3 Liability Limits. Carriers are not liable for cargo loss or damage caused by: improper or insufficient packaging, loading, blocking, bracing, or securing; inherent vice or latent defects in the cargo; acts of God or force majeure; or acts or defaults of the Shipper, consignor, consignee, or cargo owner. Neither Broker nor the Carrier shall be liable for special, indirect, incidental, or consequential damages (including loss of profits, markets, or customers) unless the Shipper has informed Broker and the Carrier in writing of the specific nature and value of such potential damages and Broker and the Carrier have expressly agreed in writing to assume such liability. Neither Broker nor the Carrier shall ever be liable for punitive or exemplary damages.

6.4 Refused Shipments. If the Carrier cannot deliver Goods due to reasons beyond its control (including refusal of the consignee to accept the Goods, incorrect address, unsafe site conditions or regulatory holds), then Broker will notify the Shipper. The Shipper will have twenty-four (24) hours to provide instructions regarding storage or re-routing. Upon such notice, Broker and the Carrier are released from further liability for the Goods and are authorized to store, return, or dispose of the Goods at the Shipper's cost.

6.5 No Set-Off. The Shipper may not withhold, offset, deduct, or delay payment of freight charges on account of any pending, resolved, or potential claim. All freight charges shall remain payable in full when due, regardless of claims, disputes or pending investigations.

7. Salvage & Food Safety

7.1 Shipper Instructions. For shipments of food, perishable, temperature-controlled, or otherwise regulated Goods, the Shipper shall provide complete written instructions to the Broker and Carrier, including any applicable laws or regulations, handling and sanitation requirements, temperature settings and monitoring requirements, equipment specifications, and cleaning or maintenance procedures.

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7.2 Carrier Compliance. Carriers engaged by the Broker shall comply with all applicable food safety laws and regulations, including without limitation the Safe Food for Canadians Act and the U.S. Food Safety Modernization Act (FSMA), as well as any additional requirements specified in the Shipper's instructions.

7.3 Condition of Goods. Food or perishable Goods that are damaged, exposed to unsanitary conditions, temperature abuse, or other deviations may be deemed "adulterated" and unfit for human consumption. Unless expressly agreed otherwise in writing, the Shipper shall make the initial determination of salvageability and salvage value, provided that, if required by applicable law, insurance policy, or upon reasonable request of the Broker or Carrier, such determination shall be confirmed by a qualified independent expert or the applicable insurance company. Any salvage proceeds shall reduce the amount of a claim.

7.4 Inspections. Prior to rejecting any portion of a regulated food shipment, the Shipper shall, at its own expense, arrange for inspection by a qualified and independent expert.

7.5 Salvage and Disposal Costs. The Shipper shall be responsible for all costs associated with salvage, secondary market disposition, or disposal of rejected Goods, including transportation, storage, and destruction costs, unless otherwise agreed in writing.

8. Indemnification Clause

8.1 Customer Indemnity. The Customer shall indemnify, defend, and hold harmless the Broker, its affiliates, employees, officers, directors, and agents from and against any and all claims, actions, liabilities, damages, fines, penalties, judgments, costs, and expenses (including reasonable attorney's fees and legal costs) arising out of or related to: (a) the Customer's breach of these T&C or any applicable law; (b) misdescription, improper packaging, labeling, securement, or non-compliance of the Goods; or (c) hazardous materials or regulated cargo tendered without prior written disclosure; (d) inaccurate or incomplete shipping instructions; (e) any act or omission of the Customer, its employees, agents, contractors, or representatives.

8.2 Carrier Indemnity. Each Carrier engaged by the Broker shall indemnify, defend, and hold harmless the Broker, its affiliates, employees, officers, directors, and agents from and against any and all claims, actions, liabilities, damages, fines, penalties, judgments, costs, and expenses (including reasonable attorney's fees and legal costs) arising out of or related to: (a) the Carrier's performance of transportation services; (b) loss, damage, or delay of the Goods while in the Carrier's custody or control; or (c) personal injury, death, or property damage caused by the Carrier, its employees, agents, or subcontractors.

8.3 Duty to Defend. The indemnification obligations set forth herein include the duty to defend against claims as they arise and include the obligation to pay all ongoing legal fees, expert fees, and litigation costs as incurred, whether or not the claim is ultimately successful.

8.4 Exclusion of Consequential and Punitive Damages. In no event shall the Broker or any Carrier be liable for:

- indirect, incidental, special, or consequential damages,
- loss of profits, business interruption, loss of markets, or loss of customers,
- reputational harm,
- punitive or exemplary damages,
- attorney's fees (except as expressly required by statute).

These exclusions apply even if the Broker or Carrier was advised of the possibility of such damages.

8.5 Survival. The obligations in this Section 8 shall survive termination or expiration of these T&C.

9. Confidentiality & Non-Solicitation

9.1 Confidentiality. Each party shall treat as confidential and shall not publish, use, or disclose any non-public information of the other party obtained in connection with the contracting and performance of the Services, including but not limited to business, pricing, financial, operational, and technical information, except: (a) as required for the performance of obligations under these T&C; or (b) as required by law, regulation, or a court or governmental order, provided that the receiving party gives prompt notice to the other party prior to disclosure, unless prohibited by law. The confidentiality obligations in this Section shall survive the termination or expiration of these T&C.

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9.2 Non-Solicitation / Non-Circumvention. During the term of these T&C and for a period of two (2) years thereafter, the Customer shall not, directly or indirectly, solicit, contract with, engage, or otherwise bypass the Broker by entering into any business relationship with any Carrier, vendor, or service provider introduced or made available to the Customer by the Broker.

9.3 Liquidated Damages. A breach of Section 9.2 shall entitle the Broker to liquidated damages equal to twenty percent (20%) of all gross revenues derived from such breach, which the parties agree is a fair and reasonable pre-estimate of the Broker's lost profits and not a penalty, in addition to any other remedies available at law or in equity.

10. Force Majeure

10.1 Neither party shall be liable for delay or failure in performance caused by events beyond their reasonable control, including but not limited to natural disasters, strikes, lockouts, war, terrorism, pandemics, epidemics, acts of government, or transportation interruptions. Economic hardship, fluctuations in market conditions, or financial distress shall not constitute force majeure.

11. Governing Law & Dispute Resolution

11.1 Governing Law. These T&C shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

11.2 Negotiation. Before commencing formal proceedings, either Party shall provide written notice of the Dispute, and the Parties shall engage in good-faith negotiations for 30 days. No arbitration may be initiated until this negotiation period expires.

11.3 Mediation. The Parties may voluntarily agree to submit the Dispute to non-binding mediation before arbitration. If used, mediation shall be conducted remotely or in Montreal, Quebec, unless otherwise agreed.

11.4 Arbitration at Broker's Election. Any dispute, controversy or claim arising out of or relating to these T&C, including their formation, validity, interpretation, performance, breach or termination (a "Dispute"), may, at the Broker's sole election, be finally resolved by binding arbitration. If Broker elects arbitration, the arbitration shall be conducted in Montréal, Québec, by a single arbitrator who is a member in good standing of the Barreau du Québec with experience in logistics and commercial arbitration. The parties shall jointly appoint the arbitrator within ten (10) days of a written notice of dispute. The arbitration shall be conducted in English, and in accordance with the applicable provisions of the Code of Civil Procedure of Québec. The arbitration proceedings, all materials filed, and the award shall be confidential, except to the extent disclosure is required by law or for the purposes of enforcement. Nothing in this clause shall prevent either party from seeking provisional or injunctive relief from a court of competent jurisdiction. The arbitral award shall be final and binding, with no right of appeal, and may be homologated and enforced by any court of competent jurisdiction.

The Parties further agree that, if the Broker elects arbitration pursuant to this section:

- (a) arbitration shall be the exclusive mechanism for resolving Disputes;
- (b) each Party waives any right to a jury trial;
- (c) arbitration shall be conducted on an individual basis only;
- (d) no class, collective, mass, group, consolidated, or representative proceedings are permitted;
- (e) the arbitrator shall have no authority to consolidate claims or hear any form of class or representative action.

The arbitrator's award shall be final and binding, and judgment may be entered in any court of competent jurisdiction. The arbitrator shall apply and be bound by the limitations of liability and exclusions set forth in these T&C.

11.5 Arbitrator's Authority. The arbitrator may award monetary damages only to the extent permitted under these T&C and may issue declaratory or injunctive relief only as necessary to resolve the individual Dispute before them.

The arbitrator may not alter, modify, or disregard:

- liability caps
- exclusions of damages
- indemnification language
- the broker's non-carrier status
- the prohibition on class proceedings

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11.6 Courts of Quebec. Unless the Broker elects binding arbitration pursuant to Section 11.4, the courts of the Province of Québec, sitting in Montréal, shall have exclusive jurisdiction over any Dispute arising out of or relating to these T&C. Where the Broker elects arbitration, the courts of the Province of Québec, sitting in Montréal, shall have exclusive jurisdiction over (i) applications to compel or stay arbitration, (ii) applications for interim or injunctive relief where permitted under these T&C or applicable law, (iii) applications to recognize, homologate, enforce, or set aside an arbitral award to the extent permitted by applicable law, and (iv) any other matter for which court intervention is required or permitted under applicable law. Each Party irrevocably submits and attorns to the jurisdiction of such courts.

12. Assignment and Modification

12.1 The Customer may not assign or transfer its rights or obligations under these T&C without the prior written consent of the Broker.

12.2 The Broker may assign or transfer these T&C, in whole or in part, to an affiliate, successor, or acquirer without the Customer's consent.

12.3 These T&C may not be modified or amended except by a written agreement duly executed by both parties.

13. Severability

13.1 If any provision of these T&C is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed, and the remainder of the T&C shall remain valid and enforceable to the fullest extent permitted by law.

14. Independent Contractor

14.1 The Broker is and shall remain an independent contractor.

14.2 Nothing in these T&C shall be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship between the Broker, the Carrier, and/or the Customer.

15. Notices

15.1 All notices by the Broker to the Customer shall be sent to the email address provided by the Customer when contracting the Services and shall be deemed received on the date sent, provided no bounce-back or error message is received.

15.2 All notices by the Customer to the Broker shall be sent to info@retaillogistics.ca, with acknowledgement of receipt, and must be delivered no later than two (2) business days after transmission.

16.3 If electronic delivery is not feasible, notices may be delivered to the physical address of the other party as last provided in writing, and shall be deemed received on the date of actual delivery.

16. Term

16.1 These T&C take effect upon the Customer's acceptance of the Broker's Services, including acceptance by electronic means or by tendering Goods to the Broker.

16.2 These T&C shall remain in force until termination of the Services.

16.3 Provisions which by their nature survive termination, including but not limited to confidentiality, indemnification, lien rights, and dispute resolution shall remain binding.

17. Waiver

17.1 The failure of Broker to enforce any provision of these T&C, or to exercise any right or remedy arising hereunder, shall not constitute a waiver of such provision, right, or remedy, nor shall it affect the right of Broker to enforce the same at a later time.

17.2 No waiver shall be effective unless made in writing and signed by the waiving party.

18. Headings

18.1 The section titles and headings in these T&C are provided for convenience only and shall not affect the interpretation or construction of any provision.

19. Promotional Information

19.1 The Customer agrees that the Broker may send informational or promotional communications to the Customer's provided email address, in accordance with the Broker's privacy policy and applicable privacy laws.

19.2 The Customer may opt out of such communications at any time by following the unsubscribe instructions provided therein.

20. Privacy Policy Acceptance

20.1 The Customer acknowledges and agrees to the Broker's Privacy Policy available on the website which forms an integral part of these Terms and Conditions.

21. Entire Agreement

21.1 These T&C, together with any rate confirmations or written supplements expressly agreed to by the parties, constitute the entire binding agreement between the Broker and the Customer with respect to the Services.

21.2 These T&C supersede all prior negotiations, representations, or agreements, whether written or oral, relating to the Services.

22. International Shipments

22.1 For international shipments, including without limitation air freight, ocean freight, and cross-border forwarding services, the Broker acts as a freight forwarder and not as a carrier.

22.2 Depending on the nature, origin, routing, and jurisdiction of the shipment, forwarding services may be subject to:

(a) the Standard Trading Conditions of the National Customs Brokers and Forwarders Association of America, Inc. (NCBFAA); or

(b) the Standard Trading Conditions of the Canadian International Freight Forwarders Association (CIFFA), in each case as amended from time to time.

22.3 The applicable standard trading conditions shall be determined by the Broker in its sole discretion based on the operational and legal context of the shipment.

22.4 In the event of any inconsistency or conflict between:

- (i) these Terms and Conditions; and
- (ii) the NCBFAA or CIFFA Standard Trading Conditions,

these Terms and Conditions shall prevail, except to the extent that:

- (a) mandatory applicable law requires otherwise; or
- (b) the applicable association terms provide greater protection to the Broker.

22.5 Where international conventions, treaties, or mandatory laws apply (including but not limited to the Carriage of Goods by Sea Act (COGSA), the Montreal Convention, the Warsaw Convention, or applicable national legislation), such laws shall govern solely to the extent they cannot be contractually excluded or modified, and in all other respects these Terms and Conditions shall prevail.