

Notice to Customers

All business conducted by AquaMar Shipping Inc., hereinafter referred to as Aquamar, is accepted and handled subject to the Standard Trading Conditions (S.T.C.s) adopted by the Canadian International Freight Forwarders Association, Inc. (CIFFA). Copies can be obtained from AquaMar or the Secretary of CIFFA at P.O. Box 929, Streetsville, Ontario L5M 2C5.

The following summary is of a general nature only and is provided solely for the convenience of the Customer, it should not be construed to replace or fully summarize the complete S.T.C.s. The Customer agrees to be bound by the complete S.T.C.s and therefore should refer to them.

The charging by AquaMar of a fixed price for any service shall not of itself determine whether AquaMar is acting as Agent or Principal Contractor. AquaMar will be acting as principal Contractor where it is the operator of a regular line or service, has accepted instructions for carriage and has issued a house waybill. Notwithstanding this, AquaMar shall be deemed to be acting as Agent: a:) in any case where AquaMar enters into a contract which is capable of being enforced by the Customer as principal; b) when not acting as Principal Contractor. The Customer expressly authorizes AquaMar to enter into contracts on behalf of the Customer for the carriage, storage, packing, handling and/or customs clearance of the goods by any person, or at any place, and for any length of time.

AquaMar shall not, except under special arrangements with the Customer: a) effect insurance for the goods; b) make any declaration as to the nature or value of the goods; c) accept or deal with bullion, jewellery, other valuables, livestock or perishables; d) accept responsibility for departure or arrival dates of goods. If AquaMar reasonably considers it is in the Customer's interest to depart from any of its instructions, AquaMar shall be permitted to do so and shall not thereby incur any additional liability.

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

If delivery of the goods is not taken by the Customer, AquaMar shall be entitled to store the goods at the sole risk and cost of the Customer and liability of AquaMar shall

wholly cease. All goods and documents shall be subject to particular and general lien for monies due in respect of such goods or for any general balance due from the Customer, and the goods may be sold at the sole discretion of AquaMar.

The Customer shall pay to AquaMar in cash all sums immediately when due. Despite the acceptance by AquaMar of instructions to collect charges or expenses from any other person, the Customer shall remain responsible for the same in the event of non-payment by the other person immediately when due.

The Customer undertakes to warn AquaMar and make special arrangements for any goods which are of a dangerous or hazardous nature, or liable to affect other goods or harbour or encourage vermin or pests. The Customer shall indemnify AquaMar for any liability resulting from the failure to so warn and warrants that such goods will be properly packed and marked to comply with the Transportation of Dangerous Goods Act or other laws and regulations applicable.

The Customer shall indemnify AquaMar against: a) all sums, including payments, fines, expenses and losses in excess of the liability of AquaMar in accordance with the S.T.C.'s incurred by AquaMar in the performance of its obligations; b) any claims of a general 'average nature' which may be made on it, and shall provide such security as AquaMar may require.

Any claims against AquaMar shall be absolutely barred, and AquaMar discharged of all liability, if not notified to AquaMar in writing within thirty days of the end of transit or the date when the goods should have been delivered in the event of loss, damage or non-delivery; or forty days of the event for all other claims.

If AquaMar, as either Agent or Principal Contractor, is liable for compensation in respect of loss or damage to the goods, the compensation shall not exceed two SDR (Special Drawing Rights) per kilo of the goods, or the value of the goods, whichever is the lesser. In no circumstances whatsoever shall AquaMar be liable for consequential loss nor for any loss or damage caused through no fault of AquaMar.



AquaMar Shipping Inc.

#100 – 5400 Airport Road South, Vancouver International Airport, Richmond BC V7B 1B4

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CREDIT APPLICATION

Company Information

Company's Full Name:		
Type of Business:	Years in Business:	Annual Sales: \$
Street Address:		
Billing Address (if different):		
Telephone:	Accounts Payable Contact:	
Fax :	Business Number:	
Email:	Credit Limit required: \$	

Credit References

1. Name:		Contact:
Address:		
Telephone:	Fax:	Email
2. Name:		Contact:
Address:		
Telephone:	Fax:	Email
3. Name:		Contact:
Address:		
Telephone:	Fax:	Email

Bank Information

Name:	Account Number::
Address:	Contact:
Telephone:	Ff Fax: E Email:

Signing Authority(s): Name: _____

Signature: _____

Name: _____

Signature: _____

I/ we authorize AquaMar Shipping Inc., to obtain credit reports or other information as necessary to establish a credit account. This consent is given pursuant to section 12 of the personal credit reporting act, R.S.B.C. 1979. Should a credit account be opened, interest will be charged at 2% per month (equivalent to 26.82% per annum) on overdue accounts. In the event my/our cheque is returned, I/we shall pay a \$20.00 administration charge

Dated: _____ Signature of Guarantor: _____ Witness: _____

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