

Orangeway Logistics Inc Service Conditions.

1. Role of Orangeway Logistics Inc.

Orangeway offers its products and services on these Conditions that apply to all activities of Orangeway in arranging transportation services, warehousing, customs brokerage, 3PL, management consulting or any other products and services.

Orangeway acts as an agent of the Customer in establishing a direct contract between the service provider and the Customer.

Orangeway provides its services as an agent of the Customer unless it acts as a principal as a result of

- a. issuing a transportation document which states its obligation as a carrier/principal for the delivery of goods, or
- b. to the degree, Orangeway physically handles the goods in the course of performing its services.

2. Limitations of Liability.

The limits of aggregate liability of Orangeway, its employees or carriers it hires to perform the transportation or other services shall not exceed the limits set out in this document.

3. Special Instructions.

All instructions of special handling of goods must be given by the Customer in writing a reasonable time before the services are arranged with the service provider. Such instructions may include storage, pickup or delivery hours and instructions, locations, additional conditions of carriage, the value of the shipment, dimensions, weight and others. Orangeway is not responsible for any and all claims or additional charges arising from the Customer failing to provide such instructions.

In the event that Orangeway does not accept such instructions from the Customer and notifies the Customer of such by regular means of communication used by Orangeway, and the Customer still chooses Orangeway to arrange for the transportation services, the Customer assumes all risks and responsibilities in relation to the goods as a result of non-performance of such instructions.

4. Orangeway Responsibilities.

Orangeway will exercise reasonable care in handling the goods, choosing the service provider.

Orangeway can bypass the instructions given by the Customer without authorization from the Customer in situations where it is impossible to obtain such authorization and when Orangeway acts in the best interest of the Customer.

5. Customer Responsibilities.

i. General Responsibilities.

The Customer is fully responsible to provide Orangeway and the service provider accurate information about the goods, including but not limited to the weight, dangerous nature of the goods, description, quantity, value, location and others. The customer is responsible to provide Orangeway and the service provider with all relevant documentation necessary to carry out the services by Orangeway and the service provider before the services are carried out. The Customer shall ensure that the service provider has the necessary credentials to carry out the services as required by regulations and the conditions of carriage. The Customer shall properly label and mark the trailers or containers in order for them to be compliant with the dangerous goods regulations or other legal requirements.

ii. Packaging and Handling.

Orangeway assumes that the Customer is fully aware of any rules and regulations related to the transportation of its goods. Therefore, the Customer is fully responsible for the sufficient preparation of goods for shipping, including but not limited to proper wrapping, strapping, labelling, stowage, as well as loading and securing the freight in the trailer in accordance with the rules and regulations related to the transportation of goods.

Orangeway and the service providers are indemnified of any liability arising from the Customer failing to carry out its responsibilities herein.

6. Quotations and Billing.

Quotations are provided by Orangeway subject to revision or withdrawal, may be revised to reflect additional expenses including but not limited to carrier surcharges, customs-related expenses, transportation safety-related expenses, or any other expenses incurred in relation to the provision of the services.

7. Insurance and Limitations of Liability.

Orangeway presumes that the Customer is aware of the generally accepted terms of valuing cargo for the purpose of insurance, as set out in the Ontario Highway Traffic Act, R.S.O. 1990, CHAPTER H.8, at a lesser of

- a. the value of the goods at the place and time of shipment, including the freight and other charges if paid, and
- b. \$4.41 Canadian Dollars per kilogram of goods computed on the weight of the shipment.

It is the Customer's responsibility to inform Orangeway and the service provider that the shipment has a value declared on the Bill of Lading or requires additional insurance coverage. Orangeway is not liable to the Customer or the owner of the goods if the Customer fails to recover the cost of the loss of the shipment in whole or in part, or incurs other business expenses as a result of the loss, from the insurer of the service provider.

8. Notification of Claim.

Any claim in relation to the activities of the service provider shall be submitted in writing to Orangeway by the Customer or the owner of the goods. Such notification shall be submitted within 7 days of the completion of transit and no later than 30 days after the event giving rise to the claim.

9. Indemnity.

Orangeway is indemnified against any and all fines, payments, dues, taxes, fees, levies, losses, storage expenses, handling charges, loss of revenue, customs-related charges, as well as any other expenses as a result of the activities related to the goods and arranged by Orangeway, unless such expenses are caused by Orangeway negligence or unprofessional actions.

10. Set Off.

The Customer is responsible to compensate Orangeway immediately when payments are due all amounts without deducting or delaying any amounts in relation to any claim, counterclaim, or set off.

11. The Right of Lien.

Orangeway has the right of lien and detention of goods for any funds owing by the Customer in relation to such goods or any other past services provided by Orangeway. The goods may be sold by Orangeway and the proceeds applied towards the balance owed upon notifying the Customer at least 10 days ahead of the sale.

12. Monies in Trust.

All funds received from the Customer by Orangeway Logistics on behalf of the service providers will be held in trust until the money is paid to the service provider in an account designated as "trust account" by Orangeway directors. The said "trust account" is a designation assigned to an account at a banking institution of Orangeway's choice, and such account is governed by the Orangeway's "Policy on Trust Funds".

13. Applicable Laws.

Unless explicitly agreed in writing by the Customer and Orangeway these Conditions shall be governed by the laws of Ontario and Canada.