

Shipper

BILL OF LADING

NO.

Consignee



Notify

TORONTO
 Tel.: (905) 678-9163
 Fax: (905) 678-9168

MONTREAL
 Tel.: (514) 636-8880
 Fax: (514) 636-3888

VANCOUVER
 Toll Free: 1-888-232-BORC

E-MAIL: air@borgintl.com/ocean@borgintl.com

PRE-CARRIAGE BY	PLACE OF RECEIPT BY PRE-CARRIER / CARRIER	
VESSEL/VOYAGE/FLAG	PORT OF LOADING	LOADING PIER / TERMINAL
PORT OF DISCHARGE	PLACE OF DELIVERY BY CARRIER / ON-CARRIER	TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD)

(CHECK "HM" COLUMN IF HAZARDOUS MATERIAL) PARTICULARS FURNISHED BY SHIPPER

CNTR NOS. W/SEAL NOS. MARKS & NUMBERS	QUANTITY PACKAGES	H M	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT

FREIGHT PAYABLE AT:

IN ACCEPTING THIS BILL OF LADING the Shipper, Consignee, Holder hereof, and Owner of the goods agree to be bound by all of its stipulations, exceptions and conditions, whether written, printed, or stamped on the front or back hereof, as well as the provisions of Carrier's Tariff Rules.

In WITNESS whereof 3 original Bills of Lading all of this tenor and date have been signed, one of which being accomplished the other(s) to be void.

Place and date of issue

Borg International Freight Services Inc. (the "Company") will accept business subject to the following terms and conditions which no agent or employee of the Company has the authority to alter or vary. Attention is specifically drawn to the clauses hereof which exclude or limit the Company's liability and those which provide that the Company is to be indemnified in certain circumstances.

DEFINITIONS

1. In these conditions the following terms shall have the meaning hereinafter ascribed to them:
- "Carrier" All vessel owners/operators, truckmen, airlines, land transporters and terminal operators whether or not they are named in this bill of lading but does not, under any circumstances, include the Company.
- "Conditions" The entire undertaking, terms, conditions and clauses embodied herein.
- "Customer" Any person at whose request or on whose behalf the Company undertakes or provides any service.
- "Goods" The object of the services provided hereunder including packing containers.
- "Instructions" Means a statement of the Customer's specific requirements.
- "Merchant" Includes the shipper, consignee, the holder of this bill of lading or the owner of the Goods.
- "Owner" The owner, possessor, the party taking delivery of or any person having an interest in or entitled to the Goods.
- "Person" Includes persons or any body or bodies corporate.
- "Special" Means Arrangements made in accordance arrangements: with express instructions, in writing, previously received and accepted by the Company.
- "Transport" Means containers, trailers, flats, lifts, Units railroad cars, tanks, igloos, or any other load device Units specifically constructed for the carriage of goods by land, sea or air.

2. HEADINGS

The headings (printed in capital letters) are inserted for convenience and do not form part of the contract clauses.

APPLICATION

3. (A) Subject to sub clause (B) below, all and any activities of the Company in the course of business whether gratuitous or not are undertaken subject to these Conditions.
- (B) If any legislation is compulsory applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be severable and overridden to that extent and no further.

THE COMPANY'S ROLE

4. (A) The Company in performing its services acts as agent only and assumes no liability as a carrier but undertakes only to use reasonable care in the selection of the Carrier and others to whom it may entrust the goods for transportation, handling and/or storage subject to the conditions imposed by such Carrier and other parties and it is specifically understood and agreed that the Company will not be liable or held responsible for any loss or damage to the Goods even though such loss or damage be caused or occasioned by the Company's negligence, omission, want of care or breach of contract. Without limiting the generality of the foregoing, the Company shall be under no liability whatsoever, howsoever arising and whether in respect of or in connection with the Goods or any instructions, advice, information or services or otherwise.
- (B) If, notwithstanding the provisions of sub-clause (A), the Company is held, deemed or considered to be a carrier of the Goods, its liability for any loss or damage to the Goods shall be determined by the stage of transport or storage when the loss or damage occurred and shall be governed by the provisions contained in any international convention or national, domestic or local legislation or regulation which provisions would have applied if the customer, Merchant or Owner had made a separate and direct contract with the Company in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national, domestic, or local legislation or regulation applicable.
- (C) The Company retains discretion to derogate from any instructions received from the Customer, Merchant or Owner where it considers it reasonable to do so and no liability shall be incurred or arise by reason of such derogation.
- (D) Quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise agreed in writing the Company shall be, after acceptance, at liberty to revise quotations or charges with or without notice in the event of changes outside the Company's control occurring, without limitation, in currency exchange rates, freight rates, insurance premia or any charge in connection with the Goods.
- (E) Goods forwarded on a C.O.D. basis are accepted by the Company on the strict and express understanding that the Company will not be responsible for any act, omission, default, insolvency, negligence, delay, want of care or failure to collect.

"CUSTOMER/OWNER UNDERTAKINGS"

5. The Customer warrants that it is either the Owner or the authorized agent of the Owner and also that it is accepting these Conditions not only for itself but also as agent for and on behalf of the Owner.
6. The Customer guarantees the exactness and veracity of all information he has given pertaining to any Goods.
7. (A) When Goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer and the owner shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.
- (B) The Company shall have the right to enforce any liability of the Customer under these Conditions or to recover any sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the shipper and/or consignee and/or Owner.
8. (A) (i) The Customer must inform the Company in writing with respect to any merchandise, object of this agreement, which is liable to contaminate or otherwise affect freight or which may be susceptible to infestation by vermin or insects or, is of a dangerous, inflammable, radio-active or damaging nature. If such goods are consigned to the company without such notice or if in the opinion of the Company the goods become dangerous, inflammable or of a damaging nature, the same may at any time be destroyed, disposed of, abandoned or otherwise rendered harmless without prejudice to the Company's right to freight and other charges thereon.
- (ii) The Customer, whether or not aware of the nature of the goods, shall be liable to the Company for all loss, damage or liability caused to or incurred by the Company as a result of such consignment.
- (iii) Furthermore, the Customer shall be responsible for compliance with all regulations relating to such goods as may be in force in any country through or in which the goods may pass or be.
- (B) Unless there exists instructions to the contrary which have been accepted in writing by the Company, the Customer guarantees that all merchandise entrusted to the Company, has been correctly handled, and lawfully packaged and labelled, and is suitable for storing and that the foregoing has been done in a way that meets the specific requirements of this merchandise. Nor, in the absence of specific instructions is the Company obliged to ensure at any time, that the goods are handled separately from other merchandise.

"NOTICE OF CLAIM"

9. The Company shall not, in any event, be liable in respect of any claim whatsoever unless made in writing and received by the Company within seven days from delivery of the Goods or within seven days from the date on which the Goods should have been delivered and failure to give notice as aforesaid shall result in the Company's becoming discharged of all liability in respect of such claim.

"DELAY, CONSEQUENTIAL LOSS"

10. Except under special arrangements the Company accepts no responsibility for departure or arrival or dates of goods.

Arrival times and delivery dates are not guaranteed by the Company. If the Company is held liable in respect of delay, consequential loss or damage other than loss or damage to the Goods, the amount of such liability shall not exceed \$50.00 (Canadian currency) per package.

"TIME BAR"

11. The Company shall be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of any event or occurrence alleged to give rise to a cause of action against the Company.

"DELIVERY"

12. (A) If delivery of Goods or any part thereof is not taken by the Customer, consignee or Owner, at the time and place when and where the Company is entitled to call upon such person to take delivery thereof the Company shall be entitled to store the Goods or any part thereof at the sole risk of the Customer, whereupon the liability of the Company in respect of the Goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by the Company or any agent or subcontractor of the Company shall forthwith upon demand be paid by the Customer to the Company.

- (B) For all merchandise for which the consignee, Owner, etc. refuses to take delivery, and which has been warehoused for a minimum of ninety (90) days or ten (10) days in the case of perishable goods, the Company retains the right to dispose of the aforesaid goods at the expense of the Customer if after thirty (30) days or five (5) days in the case of perishable goods, prior written notice to the Customer, Owner or consignee, the latter fails to take possession of the goods. Such disposal shall be done by sale or any other method that the Company deems appropriate.

"INSURANCE"

13. No insurance shall be effected except upon written instructions from the Customer and all insurance effected by the Company shall be subject to the usual exceptions and conditions of the policies of the underwriters at risk. The Company shall in no circumstances incur liability as an insurer and if for any reason the underwriters dispute liability or deny coverage the Customer or Owner shall have recourse exclusively against the underwriters at risk.

"VALUABLE SHIPMENTS"

14. Except under special arrangements the Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements the Company shall be under no liability whatsoever for or in connection with such goods however arising.

"LIMITATIONS OF LIABILITY"

15. Subject to clause 4, should the Company be held liable otherwise than as a carrier in respect of any loss, damage or mis-delivery of the Goods that liability shall in no circumstances exceed \$50.00 (Canadian currency) per package.

"CHOICE OF ROUTE AND MEANS"

16. The indication of route and Carriers in the bill of lading are not binding on the Company who shall be free to change either or both as he seems appropriate and who is not obliged to use the shortest or a customary route.

If and when a change of route, Carriers, ports of loading and or discharge, transfer terminals, customs stations, and or the place of delivery is effected in consequence of a route change, transshipment short or over carriage or other deviation of a Carrier exercising its contractual or statutory right to do so, then the aforementioned right of the Carrier shall inure also to the benefit of the Company.

DELAY CAUSED BY CUSTOMER, CUSTOMS, ETC.

17. The Customer or Owner, as the case may be shall load and unload promptly containers including trailers and or to other transport, equipment placed at his disposal for this voyage by the Carrier or on his behalf, and he shall be solely responsible for delay and detention of the containers as aforesaid in loading, unloading and or for clearance and or inspection of the goods by customs or other government authorities.

It is expressly agreed and understood that in the event the Company acts as customs broker or clearing agent of the Customer or in any way arranges the services customarily rendered by such brokers or agents, these services shall not be part of his obligations under this contract in any way but always constitute an entirely separate transaction.

"OBLIGATION TO TAKE DELIVERY"

18. If the Goods are not taken by the Customer or Owner at the time when the Carrier is entitled to call upon him to take delivery, the Carrier shall be at liberty at the sole risk and expense of the Customer or Owner to put the goods in safe custody.

The Carrier shall further be entitled forthwith in the case of perishable Goods and 30 days after arrival in any other case to sell the Goods and to deduct out of the proceeds thereof all freight and other charges and expenses of the Carrier in relation here to.

"MISCELLANEOUS"

19. The Customer and Owner shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set off.

20. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer and Owner shall remain responsible for such freight, duties, charges or expenses.

21. 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 to such Goods or for any particular or general balance or other monies due from the Customer or the shipper, consignee, Merchant or

Owner to the Company. If any monies due the Company are not paid within one calendar month after notice has been given to the person from whom the monies are due that such Goods are being detained, they may be sold by auction or otherwise at the sole discretion of the Company and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness and the Company will not be liable for any deficiencies or reduction in value received on the sale of the Goods nor, will the Merchant, Owner or Customer be relieved from the liability merely because the Goods have been sold.

"JURISDICTION AND LAW"

22. These Conditions shall be governed by the law of the Province within Canada in which the Company has its principal place of business. By accepting the services provided under these Conditions, the Customer irrevocably attorns to the Courts of that Province.