



Custom Services International Ltd. Payment Terms and Conditions

These terms and conditions of service constitute a legally binding contract between the Company and the Client.

1. DEFINITIONS

(a) Company shall mean Custom Services International Ltd., its subsidiaries, related companies, agents and/or representative.

(b) Client shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. **It is the responsibility of the Client to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives.**

2. INVOICING AND PAYMENT:

(a) The Company shall issue invoices to the Client for all fees and Disbursements pertaining to Customs Broker Services rendered to and on behalf of the Client.

(b) All such invoices shall be payable upon receipt by the Client.

(c) Interest on all late payments shall be paid at the rate set by the Company, as amended from time to time, which interest shall be charged commencing 5 days after the invoice date.

(d) In the event of default of payment, the Company, in addition to any other legal rights and remedies of the Company, shall be subrogated to the rights of Canada Border Services Agency (Canada Customs) and Her Majesty The Queen in Right of Canada for the recovery of any Customs Duties, Taxes or fees outstanding, including the right to retention of future goods.

3. ADVANCEMENT OF FUNDS:

(a) Upon request by the Company, the Client shall provide to the Company prior to the release of a shipment of the Client's goods at a Customs Office of entry, sufficient funds to enable the Company to pay on behalf of the Client all Disbursements that are estimated by the Company to be payable on such shipment.

(b) All funds advanced to the Company shall be held by the Company and applied only to goods imported by the Client.

(c) If, at any time, the Company or Canada Border Services Agency determines that additional funds are required with respect to the shipment, the Client shall advance to the Company upon demand such additional funds.

(d) If the Client fails to advance funds to the Company upon request by the Company as aforesaid, the Company shall have no obligation with respect to rendering the Customs Broker Services concerning the shipment for which advance funds had been requested by the Company.

4. DISCLAIMERS; LIMITATION OF LIABILITY:

(a) Except as specifically set forth herein, the Company makes no express or implied warranties in connection with its services

5. INDEMNIFICATION/HOLD HARMLESS:

The client agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Client's merchandise and/or any conduct of the Client, which violates any Federal, Provincial and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims: in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Client by mail at its address on file with the Company.