


## SHIPPER'S LETTER OF INSTRUCTIONS

SHIPPER (complete name/address)				
Postal Code				
GST NO.	PARTIES TO TRANSACTION Related      Non-Related		MODE OF TRANSPORT AIR	
ULTIMATE CONSIGNEE (complete name/address)		AIR SERVICE TYPE JETcargo First      Other _____		
INTERMEDIATE CONSIGNEE (complete name/address)		JETcargo Business JETcargo Economy		
FORWARDING AGENT Schenker of Canada Limited Schenker contact: Office address:		POINT (PROVINCE) OF ORIGIN		
		COUNTRY OF ULTIMATE DESTINATION		
NOTE: 1. BE SURE TO SIGN THIS DOCUMENT, AUTHORIZING US TO PREPARE THE NECESSARY DOCUMENTS FOR EXPORT CONTROL AND CUSTOMS. 2. ANY SHIPMENT EXCEEDING \$2000 CDN. IN VALUE REQUIRES A B-13.				
SHIPPER'S REF. NO.	ENTRY NUMBER		HAZARDOUS MATERIAL YES      No	
IF THIS SHIPMENT CONTAINS HAZARDOUS MATERIAL OR ARE DANGEROUS GOODS, FEDERAL AND/OR PROVINCIAL LAW REQUIRES, AMONG OTHER MATTERS, THAT THE SHIPPER PREPARE OR PROVIDE APPLICABLE PRESCRIBED DOCUMENTS, MARKINGS AND PACKAGING. U.S. LAW REQUIRES THE SHIPPER TO PREPARE A SHIPPER'S DECLARATION IN ACCORDANCE WITH TSA REGULATIONS – ALL AIR CARGO IS SUBJECT TO INSPECTION				
<b>DESCRIPTION OF COMMODITIES</b>				
QUANTITY OF UNITS	DESCRIPTION OF GOODS		H S NUMBER	SHIPPING WEIGHT (Kgs)
				VALUE (Cdn. dollars, omit cents) (Selling price or cost if not sold)
LICENSE NO./LICENSE EXEMPTION SYMBOL/AUTHORIZATION		INCO TERMS	FREIGHT TERMS	PREPAID or COLLECT
Duly authorized officer or employee of shipper:			The shipper has authorized the forwarder named above to act as forwarding agent for export control and customs' purposes.	
<p>The execution of this Shipper's Letter of instruction acknowledges that the shipper's authorized signatory has read the Schenker Terms and Conditions dated April 2004 as Amended shown on the Schenker website <a href="http://www.dbschenker.ca">www.dbschenker.ca</a> as well as the International Carrier (non-U.S.A.) Terms and Conditions of Service attached to this Shipper's Letter of instruction and also shown on the Schenker website <a href="http://www.dbschenker.ca">www.dbschenker.ca</a>, and agrees to all such Terms and Conditions. It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage, and are accepted SUBJECT TO THE INTERNATIONAL (NON-U.S.A.) TERMS AND CONDITIONS OF SERVICE ATTACHED AND AS ALSO SHOWN ON THE SCHENKER WEBSITE <a href="http://www.dbschenker.ca">www.dbschenker.ca</a>. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge. Applicable in the Province of Quebec only: The parties acknowledge that they required this agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que le présente convention et tous les documents connexes soient rédigés en anglais.</p>				
Shipper name: _____		DOES SHIPPER REQUEST AN INCREASE IN LIMITATION OF LIABILITY?		
(Signature) _____		See attached International Carrier (non-U.S.A.) Terms and Conditions of Service and Parts I and V of Schenker Terms and Conditions dated April 2004 as Amended, at <a href="http://www.dbschenker.ca">www.dbschenker.ca</a> for such limits		
Title: _____		NO      If Shipper indicates "yes" in box below, Shipper must declare higher value and pay a supplemental charge. Even if a higher value is declared and a supplemental charge is paid, Shipper can only recover the actual value of the goods, lost, damaged or delayed.		
Date: _____				
Telephone No.: _____				
Letter of Instructions Accepted by Schenker of Canada Limited:		YES      \$ _____ value declared. Supplemental charge of \$ _____ will apply to such higher value declared.		
(Signature) _____				
Title: _____				

SCHENKER OF CANADA LIMITED

INTERNATIONAL CARRIER (NON-U.S.A.)

TERMS AND CONDITIONS OF SERVICE

All services performed by Schenker of Canada Limited (hereinafter called the "Schenker") for the Shipper (the term "Shipper" including the person or entity for which services are performed, its agents and/or representatives, including, but not limited to, shippers, exporters, importers, senders, receivers, owners, consignors, consignees, carriers, secured parties, warehousemen, insurers and underwriters, transferors or transferees of shipments), will be performed by Schenker on the following terms and conditions.

1. **Application of Terms and Conditions.** Schenker and Shipper agree that these terms and conditions of service constitute a legally binding contract. The Shipper acknowledges and agrees that it is responsible to provide notice of and a copy of these terms and conditions of service to all of its principals, agents or representatives.
2. **Schenker Terms and Conditions.** Schenker Terms and Conditions dated April 2004 as amended from time to time and as stated on the Schenker web site at [www.dbschenker.ca](http://www.dbschenker.ca) (the "Schenker Terms and Conditions") as well as the conditions of contract outlined below shall be binding on the Shipper, and shall limit the amount of any claim of the Shipper arising from the carriage of goods. Notification of, and time for, bringing any claims arising out of the carriage of goods shall be in accordance with the conditions of contract outlined below.
3. **Carrier.** "Carrier" includes all carriers that carry the goods hereunder or perform any other services relating to such carriage, including Schenker and Schenker Inc. and any sister, parent, or subsidiary companies of Schenker and Schenker Inc..
4. **Notice Concerning Carriers' Limitation of Liability.** If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those conventions shall be as set forth in paragraph 9 hereof.
5. In this contract and the Notices appearing hereon:  
CARRIER also includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.  
SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.  
WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:  
the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;  
that Convention as amended at The Hague on 28 September 1955;  
that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be (this Convention is also referred to as "MP4").  
MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.
6. Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
7. To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
  - (a) applicable laws and government regulations;
  - (b) provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the Shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
    - (i) limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
    - (ii) claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
    - (iii) rights, if any, of the Carrier to change the terms of the contract;
    - (iv) rules about Carrier's right to refuse to carry;
    - (v) rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
8. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth in the Shipper's Letter of Instructions or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
9. Where an air shipment's origin and destination are in countries which have ratified the Warsaw Convention, Carrier's liability for all claims related to that shipment is the lesser of:  
(a) Shipper's actual damage sustained; or (b) \$9.07 U.S. per pound of weight for the particular goods that have been lost, damaged, destroyed or delayed. Where an air shipment's origin and destination are in countries which have ratified MP4, Carrier's liability for all claims related to that shipment is the lesser of: (a) Shipper's actual damage sustained; or (b) 17 Special Drawing Rights ("SDR") per kilogram of weight for the particular goods that have been lost, damaged, destroyed or delayed. Where an air shipment's origin and destination are in countries which have ratified Montreal Convention, and/or IATA Resolution 600b applies and is in effect in relation to such air shipment, Carrier's liability for all claims related to that shipment is the lesser of: (a) Shipper's actual damage sustained; or (b) 19 Special Drawing Rights ("SDR") per kilogram of weight for the particular goods that have been lost, damaged, destroyed or delayed. If the carriage of goods by air is between countries not covered by the Warsaw Convention, MP4, or Montreal Convention, and if IATA Resolution 600b does not apply or is not in effect in relation to such shipment, Carrier's liability for all claims related to any shipment is limited to the lesser of: (a) Shipper's actual damage sustained; or (b) 17 Special Drawing Rights (SDR) per kilogram of weight for the particular goods that have been lost, damaged, destroyed or delayed.
10. Except when the Carrier has extended credit to the consignee without the written consent of the Shipper, the Shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.
11. When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.
12. For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit Shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
13. In carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit Shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.
14. In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
15. Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
  - (a) in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
  - (b) in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 15(a) shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
16. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or transportation equipment is used by Carrier for carriage and such person's agents, employees and representatives.
17. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the Shipper. Carrier is authorized by the Shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown in the Shipper's Letter of Instructions.
18. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
19. In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
  - (a) in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
  - (b) in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;
  - (c) in the case of non-delivery of the cargo, within 120 days from the date of issue of the waybill, or if a waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
20. Such complaint may be made to the Carrier whose waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.
21. Unless a written complaint is made within the time limits specified in 19, no action may be brought against Carrier.
22. Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft or other means of transportation of the cargo, ought to have arrived, or from the date on which the carriage stopped.
23. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to Shipper and Shipper shall indemnify Carrier for loss or expense due to Shipper's failure to comply with this provision.
24. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.
25. Schenker is authorized to enter into upon behalf of the Shipper, including to enter into with itself, any way bill or bill of lading consistent with the conditions of contract stated above or consistent with the limits of liability as set forth in Parts I and V of Schenker's Terms and Conditions.
26. Carrier shall not be liable for consequential damages, including without limiting the generality of the foregoing, claims for loss of use, business interruption, loss of profits or revenue, interest, fixed or variable costs, loss of good will, work stoppage, impairment of other goods, loss by reason of shut down or non-operation, increased expenses of operation, or cost of purchase of replacement goods that exceed the declared value of the goods or the depreciated value of the goods.
27. All exclusions and limitations of liability apply whether the claim against the Carrier is based upon a claim in warranty, statute, contract, tort (including negligence and strict liability), bailment, or any other cause of action.