

Oceanex represents and warrants that it is a corporation authorized under the laws of Canada and the United States to carry on business as Freight Broker and arranges transportation of commodities by motor carriers for its customers in Canada and is duly registered as a broker with the United States *Federal Motor Carrier Safety Administration* (“**FMCSA**”) under number: MC-936252-B U.S. DOT no. 1621763;

Carrier represents and warrants that it performs motor carrier transportation services and is duly registered with the relevant regulatory agency or regulatory agencies (hereafter the “**Regulatory Agencies**”) and is authorized to perform the motor carrier transportation services contemplated in the Rate and Load Confirmation issued by Oceanex to the Carrier in relation to the movement of the cargo being the shipment or shipments referenced in the said Rate and Load Confirmation (which Rate and Load Confirmation is hereafter referred to as the “Load Tender”);

Carrier represents and warrants that it owns a “satisfactory” safety rating with the above Regulatory Agencies;

Further to the above on the following terms and conditions, Carrier agrees to transport the cargo referred to in the Load Tender in accordance with these terms and conditions (which terms and conditions together with the content of the Load Tender shall collectively be taken to constitute and constitute the agreement (hereafter the “Agreement”) between the Carrier and Oceanex with respect to the movement of the cargo referred to in the Load Tender and the provision of transportation services to Oceanex’s customers by the Carrier under the Agreement;

- 1. Agreement to Transport.** – Carrier agrees to transport in its own equipment the shipment referred to in the Load Tender for Oceanex on behalf of Oceanex’s customers for the rate set out in the Load Tender in accordance with the instructions set out in the Load Tender regarding the nature of the shipment, the pick-up date and time, delivery date and time, any special handling instructions related to the shipment, which rate shall be payable Oceanex as broker to Carrier upon the successful delivery of the shipment. Carrier agrees that Carrier’s acceptance of the terms and conditions of the Load Tender and these terms and conditions may take the form of an email or facsimile or other writing indicating that Carrier is prepared to transport the commodities in accordance with the Agreement that the Carrier shall send to Oceanex prior to being authorized to pick-up the shipment.
- 2. Term.** – The Agreement shall be in effect for a period of one (1) year from the date on which the Carrier accepts the Agreement (which date of acceptance is hereafter referred to as the “Effective Date”).
- 3. Termination.** – The Agreement may be terminated by either party upon thirty (30) days’ written notice. However, if all or any portion of Carrier’s operating authority or rights shall be revoked or suspended, or Carrier’s insurance policy is cancelled, reduced or otherwise invalidated, or Carrier receives an “unsatisfactory” safety rating from any Regulatory Agencies, Carrier shall promptly notify Oceanex, and Oceanex may terminate the Agreement immediately without notice and without further obligation. In any case under this clause where the Agreement is terminated immediately, Carrier agrees that it will abide by Oceanex’s instructions with respect to the delivery

and transfer of the cargo of any of Oceanex's customers then being shipped pursuant to the Agreement to another carrier designated by Oceanex for the purpose of completing the shipment of any such cargo.

- 4. Compensation.** – Oceanex agrees to pay Carrier for the transportation services to be rendered under the Agreement in accordance with the rates set forth in Load Tender associated with the Agreement, which Load Tender shall form an integral part of the Agreement. Modifications or additions to these rates may be agreed to in writing or made verbally and confirmed in writing to meet specific shipping schedules. Confirmation of verbally agreed to rates will be made by a recap faxed or emailed by Oceanex to Carrier and by the Carrier's pick-up of the shipment. No modification or additions to the rates referenced in this section shall be legally binding on the parties to this Agreement until it is reduced to writing and agreed upon by faxed recap or email or other writing by both Oceanex and the Carrier. All modifications and additions to the rates made either in writing or verbally and confirmed in writing shall be deemed as appendices to and considered a part of this Agreement.
- 5. Payment.**

  - 5.1** Carrier will invoice all charges for transportation services rendered directly and exclusively to Oceanex and will provide Oceanex with a copy of the signed bill(s) of lading, the delivery receipt(s) and any other billing related documents reasonably requested by Oceanex. Provided such documents are received, Oceanex agrees that it will endeavour to pay all freight charges billed in accordance with the Agreement within thirty (30) days of receipt of Carrier's bill(s) of lading and delivery receipt(s).
  - 5.2** Carrier hereby appoints and designates Oceanex as its exclusive agent for the purpose of invoicing and collection of freight charges and waives any and all rights to claim, demand, or pursue payment from any person other than Oceanex for all shipments tendered pursuant to the Agreement. Carrier undertakes not to contact Oceanex's customers, shippers, consignees or any party other than Oceanex, concerning payment for transportation services.
  - 5.3** Oceanex shall have the right to set off any claims for loss, damage or delay, and any claims for overcharge or duplicate payment arising under this Agreement, against freight or other charges owed to Carrier under the Agreement.
  - 5.4** Carrier acknowledges that Oceanex's customer may have specific requirements for delivery by appointment or at specified times due to the nature of its business and receiving facilities. Accordingly, if delivery is not made at an appointed time, or within a delivery window, Carrier shall be liable for any penalties or charge backs which may be imposed on Oceanex by Oceanex's customer, related to the performance of the Carrier's services under the Agreement.
  - 5.5** Carrier shall have no lien, and hereby expressly waives its right to any lien on any shipment, freight or property of Oceanex or any of Oceanex's customers including shippers or consignees related to the performance of the Carrier's services under the Agreement.

6. **Equipment.** – Carrier services shall be performed via motor vehicles utilized for Carrier’s transportation services (the “**Equipment**”). The Equipment shall: (i) be clean, in good, safe and serviceable working condition; (ii) have valid current inspection stickers for annual mechanical inspection; (iii) be suitable for the particular transportation required, and include any special equipment that is requested and agreed to by Oceanex when the applicable transportation services booking is made; and (iv) be properly licensed and comply with the equipment specifications for such transportation prescribed by any applicable Regulatory Agencies. In addition, all drivers and other personnel of Carrier will be competent, properly licensed and legally qualified to operate the Equipment in question.
7. **Operating Expenses.** – Carrier shall bear all costs and expenses incurred in connection with the use and operation of the Equipment, including but not limited to all fuel, oil, tires, parts, road services, maintenance and repairs, licences, taxes and tolls and which may be required to keep the Equipment in good repair and mechanical condition. Oceanex will not be liable to Carrier for any damage sustained by or to Carrier’s Equipment or for loss by confiscation or seizure or Carrier’s Equipment by any public authority.
8. **Exclusive Control.** – Carrier shall have sole and exclusive control over the manner in which Carrier and its agents perform the transportation services provided for hereunder, and Carrier shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by Carrier. Carrier warrants and represents that it is entirely independent of Oceanex and that it is not substantially and economically dependent upon Oceanex and that there is no functional integration of Oceanex’s and Carrier’s respective operations.
9. **Period of Carrier Responsibility.** – Carrier’s duties and responsibilities under this Agreement shall commence when Carrier takes possession and control of Oceanex’s customer’s property or upon issuance or execution of a bill of lading or receipt by Carrier for Oceanex’s customer’s property, whichever occurs first, and shall end when consignee signs the bill of lading or delivers a receipt evidencing Carrier’s delivery of the property.
10. **Substituted Service.** – Carrier agrees not to interline or use other motor carriers, or brokers, or to use substituted services by rail for the transportation of any shipments to be tendered hereunder without the prior written consent of Oceanex. If Carrier uses other carriers, brokers or a substituted service of any type, with or without Oceanex’s customers’ permission, Carrier agrees to remain liable for any costs, loss, damage or delay to Oceanex’s customer’s property incurred in transit to the same extent that Carrier would be liable if it performed the transportation directly. Carrier shall not divert or re-consign any shipment except upon written instructions from Oceanex. Carrier shall not accept instructions for diversion or re-consignment from any consignee without notice to Oceanex, and written consent of Oceanex.
11. **Hazardous Waste.** – Carrier hereby covenants and agrees that no Equipment that transports commodities for Oceanex’s customer, was ever used to transport refuse, garbage, trash, or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous. Notwithstanding

anything to the contrary herein, in the event that Carrier breaches the terms to this Section, Oceanex shall have the right to immediately terminate this Agreement without written notice and hold Carrier liable for any resulting damages.

- 12. Delay and Accidents.** – Carrier shall notify Oceanex immediately by telephone or email of any accidents, spills, theft, hijacking or other events that impair the safe and prompt delivery of the commodities in its control. Unless delivery is delayed by a Force Majeure Carrier may face possible delivery charges for shipments not delivered as scheduled, while in the possession or control of Carrier. Any such charges may be deducted from the compensation that Carrier would receive for the delivery of that shipment.
- 13. On-Hand Freight.** – Carrier shall immediately notify Oceanex by telephone or email of any refused or “on-hand” freight and request additional instructions regarding delivery or storage of the “on-hand” commodities. Such notice by Carrier shall be immediately confirmed in writing, stating the amount, date and time storage charges will be begin to accrue, if any.
- 14. Bill of Lading and Other Shipping Documents.** – Carrier shall issue a bill of lading for each shipment received by Carrier. Said bill of lading shall indicate the kind, quantity and condition of commodities received by Carrier. Such bill of lading shall be evidence of receipt of such commodities by Carrier in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt. However, the absence or loss of any such bill of lading or receipt shall not relieve Carrier of its obligations and responsibilities with respect to any services provided hereunder. Carrier shall perform the loading, and verified by its signature the safe loading and accurate count of the number of pallets and condition of the commodities as set forth in the bill of lading. Exceptions taken by the Carrier with respect to quantity and condition of the commodities at origin must also be noted and signed by shipper or shipper’s agent prior to acceptance of the commodities. Carrier shall forward by facsimile or by email attachment in pdf format a copy of the bill of lading and any other shipping documents issued by Carrier to the Oceanex in a timely manner at Carrier’s first available reasonable opportunity to do so following the issue of any such document.
- 15. Delivery Receipts.** – Carrier shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading or a delivery receipt, signed and dated by the consignee. Oceanex and the Carrier agree that the bill of lading or other form of receipt shall be used solely as a receipt for shipment, and to identify the kind and quantity of commodities, place of pick-up and delivery, shipper and consignee and other information as required by Oceanex. If Oceanex is erroneously identified as the “carrier” on any bill of lading or other documents at the origin point or in the course of transit, such designation does not in any way modify or amend the relationship between Oceanex and the Carrier under this Agreement or the role of Oceanex as a transport service intermediary or broker. Carrier shall forward by facsimile or by email attachment in pdf format a copy of the bill of lading signed and dated by the consignee or a copy of the delivery receipt signed and dated by the consignee evidencing delivery of the commodities at Carrier’s first available reasonable opportunity to do so following the Carrier’s receipt of such a document.

16. **Carrier's Operations.** – Carrier: shall have full control of its personnel; shall perform the services as an independent contractor of, and not an agent or employee of, or joint venturer with Oceanex; shall assume complete responsibility for all applicable salaries, commissions, municipal, provincial, federal, state, foreign and domestic taxes or contribution to taxes, assessments, insurance (including but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance or any applicable foreign equivalent of the same) and any other financial obligations arising out of the services provided under this Agreement or with respect to the persons engaged in the performance of the services under this Agreement; and shall comply with all applicable rules, laws and regulations related thereto. Carrier shall have no authority to act on behalf of Oceanex, except to the extent necessary to perform Carrier's services under the Agreement or as may be requested by Oceanex from time to time.
17. **Compliance with Laws.** – Carrier agrees that all transportation services will be performed to the extent that the same are applicable in full compliance with: federal laws of Canada and the United States; provincial, state, and municipal laws of Canada and the United States; and international laws or regulations governing its operations, as well as any legislation and related programs designed to protect transportation activities from terrorist attacks, such as the **Custom-Trade Partnership Against Terrorism** ("CTPAT") and the **Free and Secure Trade** initiative. Carrier at all times shall maintain all licenses and certifications required to maintain its legal right to act as a licensed carrier at all points of origin and destination. Carrier agrees to indemnify Oceanex for any fines, costs, claims, liability or expenses that Carrier may incur and that arise out of violations by Carrier of any applicable laws and regulations during Carrier's performance under this Agreement.
18. **Cargo Loss and Damage Claims.** – Carrier shall bear responsibility for the safe transport and delivery of the commodities at all times that such commodities are in Carrier's possession, from the time of pick up and loading of the commodities into the Equipment, until the time of delivery of the commodities to their destination, from the time of the actual receipt of the shipment by the Carrier at origin (as evidenced by the Carrier's signed bill of lading or other written receipt) until delivery has been made (as evidenced by written proof of delivery or other written receipt signed by the consignee or its agent). Any seals applied to any trailer are not to be broken or removed prior to the delivery at destination without prior written consent from Oceanex, unless removed by Carrier on the order of a law enforcement official having the legal authority to give such an order for purposes of inspection. In any such case the Carrier shall document and report when and where the inspection occurred, by whom, the purpose of the inspection and its result. Carrier shall also ensure that following the completion of the inspection, seals are applied to the trailer containing the commodities, that the number of the seals so applied is recorded and that the time of application of the seals is recorded. Carrier shall on delivery of the commodities provide a copy of such information to the consignee and to Oceanex. Carrier shall be liable to Oceanex for actual loss and damage to shipments, and for delayed deliveries, arising from Carrier's performance of or failure to perform the services required by this Agreement. However, Carrier will not be liable for loss, damage, or delay to shipments caused solely by Force Majeure (as defined in Section 33 hereof), or the negligence of Oceanex or its customers, in which case Carrier has the burden of proving applicability of the exception. Carrier shall be liable for the total, actual value of the shipments

tendered by Oceanex to Carrier, including the freight and other costs, if so paid. The terms “actual value” means the value of the commodities at the place and time of shipment. Oceanex shall file a claim for loss, delay or damage to shipment, within sixty (60) days from the date of delivery or in case of non-delivery, or otherwise within nine (9) months of the date of shipment. Within thirty (30) days of receiving a claim from Oceanex for loss, delay or damage, Carrier shall pay or deny the claim (in which case the reasons for denial shall be fully explained in writing), or make a firm compromise offer. In the event branded or labelled commodities are damaged, Oceanex’s customer may determine, at its entire discretion, whether the commodities can be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be deducted from the amount of Oceanex’s claim against Carrier. If Oceanex’s customer permits its commodities to be salvaged, and Carrier pays the total, actual value of the damaged commodities, Carrier may retain custody of the commodities after removing all identifying marks or label. No released value rate, or other limitation of cargo liability, shall be valid or enforceable against Oceanex or its customers unless expressly agreed by Oceanex in a signed writing separate from any bill of lading or other delivery receipt issued by Carrier. Oceanex must file any civil action against Carrier in respect of any unsatisfied claim under this section in a Court of Law within two (2) years from the date that Carrier Oceanex makes the claim against Carrier. Unless otherwise agreed in writing between the Parties, Carrier agrees the provisions contained in **49 CFR 370.1 et seq.** shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

- 19. Shipments between Canada and the United States and solely within the United States.** – In any case under the Agreement where the cargo is shipped to or from the United States or solely within the United States:
- (a) Carrier agrees that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in **49 USC 14706 (the Carmack Amendment)**. Carrier further agrees that exclusions in Carrier’s insurance coverage or any way bill or other document issued by Carrier shall not exonerate Carrier from this liability;
  - (b) Carrier shall expressly waive all rights and remedies under **Title 49 U.S.C., Subtitle IV, Part B** to the extent that they conflict with the contract; and
  - (c) Carrier agrees to comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in **49 CFR 172.800 and 173 et seq**
- 20. Shipments solely within Canada.** – In any case under the Agreement where the cargo is shipped solely within Canada:
- (a) Carrier agrees that its liability for cargo loss or damage shall be no less than that of a carrier as provided for under Canadian law. Carrier further agrees that exclusions in Carrier’s insurance coverage or any way bill or other document issued by Carrier shall not exonerate Carrier from this liability; and
  - (b) Carrier agrees to comply with all applicable laws and regulations relating to the transportation of hazardous material.

- 21. Insurance.** – Carrier shall at all times during the term of this Agreement, have and maintain in full force and effect, public liability, property damage, cargo and workers' compensation insurance with reliable insurance companies acceptable to Oceanex, and in the following minimum amounts, which amounts may be modified by Oceanex subsequently upon thirty (30) days' written notice: (i) two million dollars (\$2,000,000) bodily injury; (ii) two million dollars (\$2,000,000) property damage; (iii) two hundred and fifty thousand dollars (\$250,000) cargo per shipment; (iv) workers' compensation which complies with any and all applicable provincial or state requirements and (v) if applicable, any **BMC-32 and MCS 90** Endorsements to its cargo insurance policy in the form required by the **FMCSA**. Carrier will hold harmless and indemnify Oceanex for any claim for insurance premium or any claim by an employee of the Carrier for injuries sustained in the ordinary course of business, including, but not limited to, drivers, lumpers, helpers, agents or sub-contractors of Carrier. Carrier's cargo insurance policies shall not exclude coverage for loss from an unattended vehicle or from a trailer detached from the power unit, theft or other criminal acts of Carrier's employees. If said policy contains such exclusions, Carrier shall obtain and furnish a policy extension or surety bond providing such coverage to satisfaction of Oceanex. Upon request, Carrier shall furnish to Oceanex a copy of each such insurance policies and written certificate of insurance. Carrier shall promptly notify Oceanex of any cancellation, potential cancellation, or material reduction in coverage or coverage levels. All deductible amounts shall be solely the responsibility of Carrier.
- 22. Indemnification.** – Carrier shall defend, indemnify, and save Oceanex, its affiliated entities, customers, shippers, consignees, directors, officers, employees and agents harmless from and against any and all losses, costs, expenses, claims, demands, liabilities, fines, damages, suits, proceedings or actions (including all reasonable expenses and attorneys' fees) arising out of injuries to or the death of any person or persons, or arising out of loss or damage to the business or property of any person or persons, including the property of Oceanex caused by or resulting, whether directly or indirectly, from the receipt, transportation and/or delivery of any shipment subject to the Agreement by Carrier, or any of its agents, employees or subcontractors (collectively referred to as the "Claims"), including, without limitation, Claims based on a party's breach of warranty and Claims for any violation of any law, ordinance or regulation, except for Claims arising out of Oceanex's wrongful act or omission or negligence. Carrier agrees that the foregoing indemnification of obligations shall survive the expiration or termination of this Agreement.
- 23. Non-Solicitation.** – During the term of this Agreement, and for a period of two (2) years following the termination of this Agreement, Carrier shall not knowingly, directly or indirectly, solicit or do business of a transportation nature with any of Oceanex's customers who were served by Carrier as a result of this Agreement, unless otherwise agreed to in writing. If Carrier or its representatives solicits an Oceanex customer in violation of this section, Carrier shall pay Oceanex as a commission 20% of the total charges of any transportation services provided by Carrier to Oceanex's customer.
- 24. Confidentiality.** – As part of the business relationship between Carrier and Oceanex, Carrier may have or come into possession of information or data that constitute trade secrets, know-how, confidential information or are otherwise considered secret by Oceanex (hereinafter the

- “Information”**). In consideration of the receipt of such Information and potential business, Carrier agrees to maintain such Information in the utmost of confidence; to use such Information solely in connection with such business relationship; and to take all measures necessary to protect such Information. Furthermore, Carrier agrees that Oceanex’s compensation hereunder for its services is confidential and will not be disclosed to anyone. Carrier further agrees that it will not reveal to any one the terms of this Agreement, the rates of transportation services, or any other dealings conducted between Carrier and Oceanex, except as required by law.
- 25. Collection.** – In cases where after movement of freight, the ultimate payer of the freight charges for any reason defaults on payment, Carrier and Oceanex, after both parties agree in writing, may proceed against the debtor at a cost ratio and collection ratio equal to the ratio applicable to their respective receipts agreed on the original movement(s), including attorney’s fees, court costs and costs to defend counter-suits.
- 26. Relationship Between the Parties.** – The relationship of Carrier to Oceanex shall, at all times, be that of an independent contractor, except that Oceanex will be the exclusive agent for Carrier for the collection and payment of charges to Carrier. The Carrier authorizes Oceanex to invoice the shipper or consignee for freight charges on behalf of the Carrier and the Carrier agrees that Oceanex is solely responsible for payment of all freight charges to the Carrier.
- 27. Applicable Laws.** – The Agreement shall be governed by and interpreted in accordance with laws of the Province of Quebec and the federal laws of Canada applicable thereto. To the extent that the federal laws of the United States or the law of any state of the United States is applicable to this Agreement or any matter related to the shipment and delivery of commodities by Carrier at the request of Oceanex under the Agreement it shall be proven in the courts referenced in this section. The parties agree that all disputes arising under this Agreement must be submitted to the jurisdiction of courts from the judicial district of Montreal, Province of Quebec or the Federal Court of Canada.
- 28. Severability.** – Obligations of the Agreement are separate and divisible and in the event that any provision is deemed unenforceable, the balance of the Agreement shall continue in full force and effect.
- 29. Entire Agreement.** – The Agreement constitutes the entire agreement of the parties with respect to the subject matter herein and may not be modified, amended, or terminated except by written agreement, specifically referring to this Agreement, signed by the parties hereto.
- 30. Waiver of Provisions.** – No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- 31. Successors and Assigns.** – The Agreement shall be binding upon and enure to the benefit of the parties hereto, their parent corporations and divisions, successors, legal representatives and permitted assigns. Neither of the parties shall assign the Agreement, or any interest or right



therein, without the prior written consent of the other party, except that Oceanex, without prior consent may assign the Agreement to any corporation or other legal entity directly or indirectly controlling, controlled by or under common control with Oceanex.

- 32. Notices.** – Except for regular business communications which may be transmitted through procedures established by agreement or acquiescence, all notices given hereunder shall be provided in writing and delivered by facsimile, in pdf format by email, certified mail or overnight courier. Notice transmitted by facsimile shall be deemed received as of the date and time of confirmation printed by sender's machine, provided receipt is acknowledged by the receiver. Notices sent by email in pdf format shall only be deemed to be received when receipt is acknowledged by the receiver. Notice transmitted by certified mail or overnight courier shall be deemed received as of the date and time signed for by recipient. Notices shall be addressed to the respective party as set forth above.
- 33. "Force Majeure".** – Neither Oceanex nor Carrier shall be liable for any delay in the performance of their respective obligations under this Agreement resulting for any "force majeure", including, but not limited to, acts of God, acts of Government or other civil or military authorities, acts of terror, war or riots. Whenever possible, in the event of a "force majeure", the affected party shall promptly notify the other party in writing, stating the reasons for the inability to comply with the provisions of the Agreement and the expected duration of the "force majeure" and use its best efforts to perform under the Agreement. For greater certainty the Parties declare that the impecuniosity of the Carrier shall not be regarded as an event of force majeure.
- 34. Authorized Signatories.** – It is agreed and warranted by the parties that the individuals signing the Agreement on behalf of the respective parties are authorized to do so. No further proof of authorization is or shall be required.
- 35. Originals, Electronic Copies, Facsimiles and Counterparts.** – The Agreement may be executed in any number of identical counterparts and each such counterpart shall be deemed a duplicate original hereof. An electronic copy or facsimile of a party's signature shall be binding upon the signatory with the same force and effect as an original signature.
- 36. Non-exclusivity.** – The Agreement does not grant Carrier an exclusive right to perform transportation services for Oceanex, and Oceanex does not guarantee any specific amount or number of shipments, tonnage or revenue to Carrier.
- 37. Precedence.** – The terms and conditions of the Agreement shall govern and supersede any contract terms and conditions that may be prescribed by Canadian, United States, foreign and provincial or state laws or regulations, as well as any bills of lading, delivery receipts, Carrier confirmation forms or other shipping documents.
- 38. Business Conduct.** – Carrier will comply with Oceanex's policy to ensure that its company, senior management and all of its companies' employees and suppliers are committed to complying with all relevant legislation and appropriate guidelines designed to detect, deter, and prevent money

laundering and other activities intended to facilitate the funding of terrorist or criminal activities. The Carrier will at all times ensure the protection of its staff, and safeguard its organization and reputation against the threat of money laundering and the funding of terrorist and criminal activities.

- 39. Time of the Essence.** – Carrier understands that TIME IS OF THE ESSENCE in the pick-up, transport and delivery of each and every shipment. Carrier will provide transportation with reasonable dispatch and use all reasonable efforts to meet all prearranged pick-up and delivery times and will communicate in a timely manner any inability to meet such times.
- 40. Language.** – The parties have expressly requested that the Agreement and related schedules be drawn up in the English language only. *Les parties ont expressément requis que la présente Convention et les annexes y afférentes soient rédigées en langue anglaise seulement.* In the event that the Carrier requests Oceanex to provide a copy of this Agreement in the French language and Oceanex does so, to the extent that there is any conflict between the English and French versions of this Agreement the English version shall prevail.