



Standard Trading Conditions

LEGAL LIABILITY LIMIT: The liability for loss or damage of material shipped under TWI'S direction on behalf of its clients is limited to the legal liability limit of the carriers (international air cargo legal liability: \$9.07/lb. - ocean NVOCC: \$500.00 per package) and/or service contractors employed on the client's behalf as stated in their tariff or conditions of operation. At the written request of the shipper, and if the appropriate premium is paid or agreed to be paid in writing by the shipper and that fact recorded on the shipping documents, the goods covered will be insured on behalf of the shipper under an open policy for the amount requested by the shipper as set forth in the shipping documents (recovery being limited to that actual loss or damage not exceeding the insured value) against all risks of physical loss or damage from any external cause whatsoever, except those arising directly or indirectly from war risks, strikes, riots, hostilities, legal seizure or delay and subject to the terms and conditions of such policy, which is available for inspection by the shipper.

We strongly suggest that all exhibitors either request the additional policy of insurance that is available through TWI or that all exhibitors carry an insurance policy from point of departure to final destination. Policies are readily available through your corporate insurance department or agent.

A notice of intent to file claim must be received in writing within ten (10) calendar days of receipt of the material and a formal claim received within thirty (30) days of the receipt of the material. Both the notice of intent to file claim and the formal claim will be accepted only at TWI's Ottawa, Ontario office. Transport/handling charges must be paid in full before a formal claim will be accepted by the respective carrier or its agents. Use of TWI's services implies acknowledgment and acceptance of the foregoing.

SHIPMENTS OF FOREIGN-MADE GOODS: In order to avoid the possibility of Canadian Customs assessing duties and/or penalties on returning foreign merchandise, you may wish to have these goods registered prior to their being exported from Canada for this exhibition. The registration process itself is relatively simple; however, since it requires a physical inspection of the goods by Canadian Customs, you must allow additional time for its completion. Foreign equipment should be listed on a separate commercial invoice than for Canadian goods. You must allow an additional 48 hours for these formalities.

RESTRICTED ARTICLES: Transport Canada has very strict regulations governing the packaging and shipping of restricted articles and special arrangements must be made for their movement. It is the shipper's responsibility to label the cartons containing restricted articles correctly and to provide TWI with the proper documents for the international shipment. **IMPORTANT:** Plan to have your restricted articles shipment arrive at the consolidation point of your choice one week prior to the date listed on page one. Pilots have the final say on whether a restricted articles shipment will fly on their aircraft and considerable delays can occur in their movement. Restricted articles include paints, flammable substances, cleaning solvents, oil and gasoline and their by-products, aerosols, explosives, corrosives, matches/lighters, magnetized and radioactive items. Failure to ship these items properly will seriously delay both the movement and inbound clearance of your equipment. Please give TWI advance notice if you are planning to ship restricted articles.

ON-FORWARDING AND INTERIM STORAGE: If you plan to use your equipment at another show in Canada or at another location overseas, please notify us in advance so that the necessary arrangements can be coordinated with the on-site service contractor. TWI can also arrange for bonded storage in many locations throughout the world, enabling you to save substantial time and money by keeping your exhibit material overseas between shows.

RETURN SHIPMENTS AND DISPOSAL INSTRUCTIONS: Shipments that are cleared through local customs for this exhibition must be accounted for prior to their removal from the exhibit hall. Most shipments not re-exported are subject to import duty and tax. Therefore, it is important to confirm all outbound shipping instructions with a TWI representative prior to the close of the show. You will be expected to verify the exact number of packages per destination as well as their contents. In many instances, these items are subject to intense examination, both by foreign customs officials at the time of re-export and by Canadian Customs upon their ultimate return to Canada.

All packages must be labeled to their final destination by the exhibitor. Shipping labels can be obtained from a TWI representative. TWI cannot accept responsibility for delays or incorrect deliveries if the above instructions are not closely followed.

CUSTOMS CLEARANCE FOR RETURN SHIPMENTS: Should you wish to designate a specific broker to handle the import clearance formalities of your return goods, please notify TWI at once. We will require the full address, telephone number, and person to contact at your designated brokerage firm. All import documents will be transferred to your broker immediately upon arrival back in Canada so that customs clearance can be accomplished expeditiously. If you prefer that TWI coordinate the entire re-import process, please advise us which port your goods will return to and we will forward the appropriate forms and power of attorney details immediately.

CONSTRUCTION OF TERMS, JURISDICTION AND VENUE, AND LEGAL FEES: The foregoing terms and conditions shall be construed according to the laws of the Province of Ontario. It is further agreed that jurisdictions and venue for any suit arising out of this transaction may be in the courts of the Province of Ontario. It is further agreed that in the event of any suit to enforce any of the terms and conditions hereof, then in that instance the prevailing party shall be entitled to reasonable legal fees and costs as fixed by Court.

PAYMENT OF CHARGES AND TERMS: Our terms are net 10 days from date of invoice due to the fact that the charges for which you are being invoiced represent monies already advanced by TWI and/or its agents. TWI reserves the right to deliver any material in its possession on a C.O.D. basis, with an additional assignment of 1-1/2 percent per month on any past due amounts, inclusive of all charges to the point of delivery.

CHARGES FOR FOREIGN CUSTOMS & HANDLING SERVICES: TWI has made arrangements with the on-site service contractor to be invoiced for all their services to you. Therefore, it will not be necessary for you to carry cash with you to pay the service contractor at the show. These charges will be billed to you on TWI's invoice based on the on-site service contractor's tariff or as billed to TWI. All invoices submitted in a foreign currency will be converted at published bank rates in effect at the time of the show and billed to the respective exhibitors in Canadian Dollars, inclusive of a 5% surcharge for currency fluctuations.