

WAREHOUSING AGREEMENT

This Warehousing Agreement (“**Agreement**”) is dated DATE (the “**Effective Date**”) and is between Transport Alain Giroux et Fils Inc., its divisions, subsidiaries and affiliates (collectively, the “**Warehouseman**”) and COMPANY NAME. (the “**Customer**”).

WHERAS as part of the services it offers to its customers, Warehouseman organizes from time to time the warehousing of its customer’s general commodities in its warehouse located at 3005, Taschereau Blvd. in La Prairie, Province of Quebec, Canada (the “**Warehouse**”);

WHERAS Customer, in order to satisfy some of its warehousing needs, wishes to retain Warehouseman to arrange for the warehousing of certain commodities in Warehouseman’s Warehouse;

WHERAS by entering into this Agreement, the Parties expressly waive any and all rights and remedies that each may have according to law that are contrary to specific provisions of this Agreement;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 Under this Agreement, the following terms have the meaning hereinafter ascribed:

“**Confidential information**”: has the meaning set forth in Section 18.1 of the Agreement;

“**Customer**”: has the meaning set forth in the Preamble; means also the party for whose account the Goods are stored. The depositor who is not the real owner of the Goods but who acts at the request or for the benefit of the owner is deemed to be the Customer;

“**Effective Date**”: has the meaning set forth in the Preamble;

“**Goods**”: means all goods, pallets and other accessories tendered by the Customer to the Warehouseman for storage purposes and which are in the control, care and possession of the Warehouseman;

“**Initial Term**”: has the meaning set forth in Section 14.1 of the Agreement;

“**Parties**”: means collectively, the Warehouseman and the Customer; or individually, a “**Party**”;

“**Services**”: has the meaning set forth in Section 2 of this Agreement;

“**Service Proposal**”: means the offer of service proposed from time to time by the Warehouseman to the Customer and accepted by the latter and which led to the conclusion of this Agreement;

“**Warehouse**”: has the meaning set forth in the Preamble;

“**Warehouseman**”: means Transport Alain Giroux et Fils Inc., its divisions, subsidiaries, affiliates, employees, agents, successors and assigns.

2. WAREHOUSING SERVICES

2.1 Customer hereby retains the services of Warehouseman, who, acting as a warehouseman, agrees to store Customer’s Goods in its Warehouse (the “**Services**”). In providing the Services, Warehouseman shall act with prudence and diligence with respect to the Goods under its custody and control. For the purpose of this Agreement, the term “**Services**” shall generally mean the preparing and packaging of Goods, shipping, warehousing and storage of Goods by Warehouseman,

its agents and subcontractors, as well as all other services more fully described in Schedule A attached hereto.

- 2.2 By entrusting the Goods to Warehouseman, Customer represents and warrants that it is lawfully possessed of the Goods and has the right and authority to store them with the Warehouseman.

3. COMPENSATION

- 3.1 Warehouseman will invoice Customer for the Services and negotiated rates and charges as set forth in Schedule B annexed hereto.
- 3.2 Customer agrees to pay Warehouseman within thirty (30) calendar days of invoice date without deduction or setoff. Any unpaid invoice shall bear interest at a rate of twenty-four percent (24%) per year (2% per month) on any late payments.
- 3.3 If Customer does not pay the invoiced amounts, Warehouseman may commence a civil action to recover such invoiced amounts within thirty-six (36) months of invoice date. If Warehouseman retains a legal counsel or collection agency to collect unpaid invoices, Customer will be liable for all related costs and expenses, including legal fees, costs and collection agency fees.
- 3.4 A charge, in addition to regular rates provided for in this Agreement, will be made for Goods stored in bond pursuant to the *Customs and Sufferance Warehouses Regulations* of the Government of Canada.
- 3.5 If the Customer fails to pay all charges and costs billed for the Services rendered, as per the terms of payment mentioned in Section 3.2 above, and said default continues for more than ten (10) days following the delivery of a written notice by the Warehouseman to Customer, the Goods shall be deemed forgotten and the Warehouseman shall then dispose of the Goods, at the costs of the Customer, by public auction, private sale or by any other means. Warehouseman will be authorized to apply the proceeds of sale to any outstanding amounts and retain any balance as liquidated damages. The Customer will be responsible for the payment of any charges and costs that will remain accrued and unpaid to the Warehouseman following such compensation.

4. BILLS OF LADING, WAREHOUSE RECEIPTS AND SHIPPING DOCUMENTATION

- 4.1 If requested by the Customer, Warehouseman will provide the latter with: (i) proof of acceptance and delivery of shipments by carriers, and (ii) proof of receipt and delivery of the Goods into the Warehouse, in the form of a signed warehouse receipt.
- 4.2 The insertion of Warehouseman's name on any bill of lading or shipping document will be for convenience only and will not change Warehouseman's status as a warehouseman.
- 4.3 In no circumstance shall the Warehouseman be designated or considered as a consignee of the entrusted Goods and, to this end, the Customer undertakes to indemnify and hold harmless the Warehouseman from any and all claims that may be filed against the Warehouseman under the Canadian *Bill of Lading Act* or any law of similar nature.
- 4.4 The terms and conditions of any documentation used by the Customer or a carrier will not supplement, alter, or modify the terms and conditions of this Agreement, which shall at all times prevail.
- 4.5 All incoming shipments should be consigned to the Customer, care of (c/o) the Warehouseman, freight prepaid. The Warehouseman reserves the right to refuse acceptance of any Goods improperly

consigned or shipped freight collect and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such Goods.

5. DELIVERY AND TRANSFER REQUIREMENTS

- 5.1 It is the Customer's responsibility to provide, in writing, to the Warehouseman prior to the shipment the details and instructions relating to any Goods that may be considered hazardous, irrespective of whether said Goods are regulated under the Transportation of Dangerous Goods Act or other applicable legislation, and the Customer assumes all liability for costs incurred and/or damages resulting from its failure to do so. The Warehouseman reserves its right to refuse in storage any dangerous or perishable Goods.
- 5.2 All Goods to be delivered to the Warehouseman must be properly identified and packaged for handling.
- 5.3 If a checker is not furnished by Customer or its carrier, Warehouseman's load or unload count shall be conclusively deemed to be correct and accepted by Customer.
- 5.4 At or prior to delivery of the Goods, the Customer must furnish the Warehouseman with a manifest setting out the different Goods to be entrusted for warehousing, specifying the quantity, the type of warehousing required as well as any other Service required.
- 5.5 The Customer shall inform Warehouseman of and provide Warehouseman with the most current relevant information concerning any special characteristics of the Goods including, but not limited to, safety and health information, applicable environmental data, labeling, storage and transportation information.
- 5.6 No Goods shall be delivered or transferred unless Warehouseman has received, under an acceptable form, written instruction signed by Customer before the loading and/or the partial or total delivery of the Goods. Except in cases of emergency, shipment requests shall normally be processed within one (1) business day of receipt of a request, taking into account current requests and staff availability.
- 5.7 If the loading and/or the delivery is made in any other way than the one set out in Section 5.6 above, then, notwithstanding acceptance of such instructions by Warehouseman or its employees, delivery of such Goods shall be wholly at the risk of Customer and Warehouseman shall not be held responsible for loss from error in the giving or receiving of such instructions.
- 5.8 If a negotiable receipt has been issued, no Goods covered thereby shall be released by Warehouseman unless the receipt properly endorsed is surrendered for cancellation or for endorsement of partial delivery thereon.
- 5.9 Unless all unpaid charges incurred with respect to the Goods to be delivered or transferred are paid in full or assumed by the transferee, delivery or transfer thereof may be refused.
- 5.10 Warehouseman may, without notice to Customer, move the Goods within the Warehouse.

6. ACCESS AND INSPECTION

- 6.1 The Customer may, subject to the Warehouseman's security and insurance regulations and other reasonable limitations, have access to the Goods at any time during the Warehouseman's regular business hours, provided the Customer or its representative, be authorized in writing and be accompanied by an employee of the Warehouseman, whose time shall be an additional charge to the Customer, as per the Warehouseman's rate in effect at that time, or as provided in the Service Proposal. Until changed, the regular business hours of the Warehouseman are from Monday to Friday, between 7 a.m. and 4 p.m., holidays excluded.

- 6.2 The time of such Warehouseman's employee shall be billed to Customer as an additional charge based on Warehouseman's then existing rate or as provided in the Service Proposal.

7. REMOVAL OF GOODS

- 7.1 The Warehouseman shall have the right to require from the Customer the removal from its Warehouse of any Goods of any kind or description, at any time, without specifying its reasons, upon written notice of a minimum of thirty (30) days from the end of the current storage month. Such notice will be delivered in person, by registered mail or by email to the last known address of the Customer or other party to be notified.
- 7.2 In the event that, after having received the Warehouseman's notice, as prescribed by Section 7.1 above, the Customer neglects or refuses to retake possession of the Goods and to remove same from the Warehouseman's Warehouse within the requested delay, and to pay all outstanding amounts owed to it, the Warehouseman shall have the rights to dispose of the Goods, at the cost of the Customer. In such a case, the provisions of Section 3.4 above, with respect to the disposal of the Goods, shall apply, *mutatis mutandis*.
- 7.3 No explosive, hazardous goods or goods considered Class IV under the U.S. *National Fire Protection Association (NFPA)* or related Canadian standards, or other dangerous article or wastes that may, in the opinion of the Warehouseman, constitute a hazard to any personnel or other goods stored in the Warehouse, shall be delivered to the Warehouse and if any such article is found in the Warehouse, the Warehouseman may, in its sole discretion and without notice, destroy, throw out, sell or otherwise dispose of it, the whole at the risk and expense of the Owner.
- 7.4 Where Goods are of a perishable nature or by keeping will deteriorate greatly in value or cause damage to other stored goods or Warehouseman's property or employees, Warehouseman may give a notice to Customer requiring it to satisfy all outstanding charges in connection with the Goods and to remove them from the Warehouse. Should such person fail to remove the Goods within the period specified in the notice, Warehouseman may sell the Goods at public auction or private sale or by any other means. In such a case, the provisions of Section 3.5 above, with respect to the disposal of the Goods, shall apply *mutatis mutandis*.

8. WAREHOUSEMAN'S LIEN AND RIGHT OF RETENTION

- 8.1 The Warehouseman shall benefit from a warehouseman's right of retention on all stored Goods in the Warehouse. Such right of retention shall be for all fees, charges, advances, expenses, costs, liabilities and all other payments and expenses made or incurred by the Warehouseman in relation to said stored Goods. In the event of nonpayment of any such amounts, the Warehouseman shall have the right, after reasonable notice of ten (10) days, to sell or otherwise dispose of the Goods, the whole in accordance with Section 3.5 hereinabove.

9. LIABILITY OF WAREHOUSEMAN

- 9.1 The Goods are stored at the Customer's sole risks. The responsibility of the Warehouseman consists of and is limited to the reasonable care and diligence required by the laws of the province where the Goods are stored. The Warehouseman is not responsible for any loss or damage or deterioration to the Goods, unless if such loss or damage is caused by its gross or intentional fault.
- 9.2 The quality, condition, contents and value of Goods stored are not known to the Warehouseman except as declared by the Customer and described on the face of any shipping document received by the Warehouseman.
- 9.3 Without limiting the generality of the foregoing, it is specifically declared that:

- (i) All Goods are stored at the Customer's risk as relates to any loss, damage or delay in the delivery caused by or through inaccuracies, obliteration or absence of marks, numbers, address or description, act of God, irresistible force, enemies of the Queen, civil or military authorities, insurrection, riot, pandemic, strikes, picketing or any other labour trouble, water, rain, wind, storm, earthquake, fire or explosion, frost, vermin, steam, sprinkler leakage, compressor leakage, heating or corruption, deterioration, wasting, breaking, drainage, dampness, rust, decay, collapse of the building, inevitable accident, depreciation or perishing by the mere lapse of time, changes in temperature, contact with or odors from other goods, inherent defects, lack of any special care or precaution, injury to articles insufficiently protected or arising from the nature of the Goods, loss in weight, insufficient cooperage, boxing, crating or packing, ordinary wear and tear in handling, leakage, concealed damage or any cause beyond the control of the Warehouseman or failure to detect any of the foregoing. Notwithstanding the loss or damage to the Goods and despite the fact that these Goods may be stored for an additional period due to the occurrence of any of the events hereinabove mentioned, all warehousing charges and other fees initially agreed to in this Agreement must be paid;
 - (ii) In all circumstances the legal liability of the Warehouseman shall be strictly limited to the lesser of: (i) the value of the stored Goods, as declared in writing by the Customer prior to delivery of the Goods for warehousing, (ii) the minimum and direct value of the loss or damages caused to the stored Goods or (iii) a maximum of twenty-five cents (\$0.25) per pound, based on the actual lost or damaged Goods, unless the Customer specifically requests, in writing, a higher limit and declares, in writing to the Warehouseman, an excess value, in which case the Warehouseman may, at its option, accept responsibility and charge fees in excess of the monthly warehousing rate or any other rate agreed to in this Agreement. Any request by Customer in this regard must be approved in writing by Warehouseman before the Goods may be accepted by Warehouseman.
- 9.4 The Warehouseman shall have no responsibility for errors resulting from the corruption of electronically transmitted data, or from verbal or telephoned shipping instructions, unless written confirmation of such instructions is received by the Warehouseman not less than twenty-four (24) hours prior to the shipment of the Goods.
- 9.5 When errors in shipment occur, any liability of the Warehouseman shall be strictly limited to the transportation costs involved to rectify any such error, and shall not, under any circumstances, include liability for damages due to the acceptance or use of said Goods.
- 9.6 If applicable, the Warehouseman shall not be responsible for delays in loading or unloading railway cars, trailers or other containers, nor for demurrage charges or other time penalties arising from any delay that cannot reasonably be avoided by the Warehouseman in the normal course of its business. To this end, the Customer shall indemnify and hold harmless the Warehouseman from any and all claims pertaining to such demurrage charges or other penalties received from a third party, the whole within five (5) days following a request of payment by the Warehouseman.
- 9.7 Warehouseman shall not be liable for loss of Goods while stored due to inventory shortage or unexplained or mysterious disappearance of Goods unless the Customer establishes such loss occurred due to the Warehouseman's failure to exercise the care required pursuant to this Agreement.
- 9.8 Where loss or damage occurs to stored Goods, for which the Warehouseman is not liable, the Customer shall be responsible for the cost of removing and disposing of such Goods, including namely the cost of any environmental cleanup and site remediation resulting from the loss or damage to the Goods.
- 9.9 Where Goods are in Canada Customs Bond, Warehouseman shall not be liable or responsible for any seizure of such Goods by the Government of Canada or any agency or officer thereof, for any reason whatsoever.

9.10 Warehouseman shall not, in any event, be liable for any claim of any type whatsoever with respect to the stored Goods unless and until written notice of such loss or damage, together with full detailed particulars thereof, is given to the Warehouseman within forty-eight (48) hours following the first of (i) the discovery of the loss or damage by the Customer, or (ii) the delivery of the stored Goods or any portion thereof.

10. INDIRECT AND CONSEQUENTIAL DAMAGES

10.1 Warehouseman shall not be liable for any loss of profit, penalties or special, indirect, or consequential damages of any kind, including, without limitation, those resulting from the non-delivery or delay in delivery of the Goods or re-routing of any shipping of the Goods, for any reason whatsoever.

11. CUSTOMER'S OBLIGATIONS

11.1 Customer shall furnish or cause to be furnished to Warehouseman, at or prior to delivery of the Goods into the Warehouse, a manifest containing detailed product identifying information and any instructions as to how the Goods shall be kept and/or accounted for.

11.2 Customer shall timely inform Warehouseman of and provide Warehouseman with the most current pertinent information concerning any special characteristics of the Goods including, but not limited to, safety and health information, toxicological information, applicable environmental data, labeling and transportation information, and the procedures known to or developed by Customer with respect to the receiving, storing, handling, shipping, transporting, and/or disposing of the Goods (the "Product Information Data"). Customer will provide all Material Safety Data Sheets (MSDS) for all Goods where applicable. If applicable, Customer shall currently and promptly keep Warehouseman advised of applicable laws, rules and regulations of governmental authorities affecting or relating to the Goods and any health and safety practices that are required thereby. If the nature of the Goods or any special characteristics thereof, requires Warehouseman, in order to be in compliance with applicable laws, rules and regulations, to: (i) alter or modify the Warehouse in any way; (ii) obtain any special governmental permits or licenses; or (iii) provide special training to its employees, Customer shall be responsible for all such costs and expenses and shall cooperate with Warehouseman as is reasonably necessary.

12. INDEMNIFICATION

12.1 Customer shall defend, indemnify and hold harmless Warehouseman, its employees and agents, against any losses caused by or resulting from: (i) Customer or any of its employees' or carriers', Customer operators' or agents' negligence or intentional misconduct; (ii) any violation of this Agreement or of any applicable laws or regulations governing the Goods or their storage; (iii) any and all damages caused to the property or other goods of the Warehouseman; (iv) any dispute or litigation, whether instituted by Warehouseman or others, respecting Customer's right, title or interest in the Goods, and (v) any third party claim against the Warehouseman for demurrage or other charges related to the stored Goods. Such amounts shall be charged to Customer in relation to the Goods and subject to Warehouseman's right of retention.

12.2 Save and except if they can legally demonstrate that a claim results from the intentional or gross fault of the Warehouseman, Customer shall also hold harmless, defend and indemnify Warehouseman from any attempts to recover from Warehouseman, by Customer's insurance carrier or any other party, in regards to claims for cost (such as demurrage charges), loss, damage, or delay to Goods. The obligation to defend includes payment of all reasonable costs of defense, including legal fees, expert fees and disbursements, as they accrue.

13. INSURANCE

- 13.1 The following insurance policies must be maintained by Warehouseman during the Term of this Agreement:
 - (i) Worker's Compensation Insurance which complies with all provincial requirements;
 - (ii) Warehouseman General Liability Insurance, including errors and omissions for a maximum coverage amount of \$2 000 000.
- 13.2 Warehouseman shall not provide insurance coverage for Goods stored by Customer into Warehouseman's Warehouse and the rates do not include insurance. However, all risks insurance coverage is available to Customer at an additional cost. It is therefore Customer's sole responsibility to ensure that the Goods are insured.

14. TERM AND TERMINATION

- 14.1 The initial term of this Agreement is two (2) years, beginning on the Effective Date (the "**Initial Term**"). At the end of the Initial Term and each subsequent term, this Agreement will automatically renew for an additional one (1) year term.
- 14.2 Either Party may terminate this Agreement, with or without cause, at any time, by giving six (6) months' written notice to the other Party.
- 14.3 If either Party breaches this Agreement, the other Party may terminate this Agreement by giving thirty (30) days' written notice, if the breach is not cured within that time period.
- 14.4 If either Party files a petition for or declares bankruptcy, reorganization or seeks other similar relief from its creditors, the other Party shall have the right, subject to applicable federal insolvency and bankruptcy laws, to continue to enforce this Agreement or to terminate it immediately upon one (1) day's written notice to the bankrupt or insolvent Party.

15. CHOICE OF LAW, JURISDICTION, AND VENUE

- 15.1 This Agreement shall be governed and interpreted in accordance with the laws and regulations of the province of Quebec and those of Canada applicable.
- 15.2 The Parties agree that all dispute arising under the Services to be rendered pursuant to this Agreement, or related to the interpretation of its terms, must be submitted to the jurisdiction of the courts from the judicial district of Longueuil, Province of Quebec, Canada, to the exclusion of any other court.

16. FORCE MAJEURE

- 16.1 If performance by one Party is affected by any condition beyond the reasonable control of such Party, the performance of obligations under this Agreement (other than Customer's obligation to pay for Services performed) affected by such condition will be suspended during the continuance of such condition. Neither Party will incur any liability for damages resulting from such suspensions.

17. NOTICES

- 17.1 Any notices and other communications required or permitted under this Agreement must be in writing and be either (i) delivered personally, (ii) sent by e-mail transmission (.PDF format) (iii) sent by nationally recognized overnight courier guaranteeing next business day delivery, or (iv) mailed by registered or certified mail (return receipt requested), postage prepaid, to the Party at the following addresses (or at such other addresses as are specified by like notice):

If to Warehouseman:

3005, Taschereau Blvd.
La Prairie (Québec) Canada J5R 5S6
Email: agiroux@trspgiroux.com
To the attention of : Alain Giroux

If to Customer:

ADDRESS

Email:

To the attention of:

- 17.2 All such notices and other communications will be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of e-mail, on the date of transmission if sent on a business day (or if sent on other than a business day, on the next business day after the date sent), with proof of sending, (iii) in the case of delivery by nationally recognized overnight courier guaranteeing next business day delivery, on the business day following dispatch, or (iv) in the case of mailing, on the third (3rd) business day following such mailing.

18. CONFIDENTIALITY

- 18.1 As part of the business relationship between Customer and Warehouseman, either Party may be in or come into possession of information or data, whether in written, oral, electronic or other form, which constitutes confidential information, including, without limitation, information concerning its know-how and technical and business activities, customers, employees, suppliers, agents, sub-contractors, present or proposed warehouses, plant operations, equipment specifications, process schemes, trade secrets, proprietary tools, product prototypes, facilities, costs, pricing, forecasts, marketing or commercial information of any type, sales, distribution and logistical functions, economies, and present or future business plans and operations ("**Confidential Information**"). In consideration of the receipt of such Confidential Information and potential business, each Party agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and, to take all measures reasonably necessary to protect the Confidential Information.
- 18.2 Customer agrees that Warehouseman's costs for Services is confidential and need not be disclosed to Customer or any other persons or entities.
- 18.3 Except as may be required by law, the terms and conditions of this Agreement and information pertaining to any Services will not be disclosed by either Party to any other persons or entities, except to the directors, officers, employees, authorized contractors, legal counsels, and accountants of each Party to whom it is necessary to disclose such information.
- 18.4 This mutual obligation of confidentiality will remain in effect during the terms of this Agreement and for a period of three (3) years following any termination.

19. INDEPENDENT CONTRACTOR RELATIONSHIP

- 19.1 The relationship between the Warehouseman and the Customer is and will remain that of independent contractors and, within the scope of the Services to be rendered, the Warehouseman shall at all times have the full control over its activities, employees and agents.

20. VALIDITY OF PROVISIONS

- 20.1 If any provision of these Terms should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction the remaining provisions of these Terms shall not be affected thereby but shall remain in full force and effect.

21. EFFECT OF WAIVER

- 21.1 The failure of either Party to require strict compliance with any provision of this Agreement shall not constitute a waiver to later demand strict compliance with that or any other provisions of this Agreement.

22. ENTIRE UNDERSTANDING, MODIFICATIONS

- 22.1 The Agreement contains the entire understanding and contractual agreement between the Parties and constitutes a single and entirely warehousing agreement between the Parties as to its subject matter and supersedes all prior negotiations, discussions, agreements or understandings, if any, between the Parties relating to its subject matter.
- 22.2 The Agreement cannot be amended except in writing, signed and dated by authorized representatives of both Parties.

23. SUCCESSORS AND ASSIGNS

- 23.1 This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their parent corporations and divisions, successors, legal representatives and permitted assigns.
- 23.2 Neither of the Parties shall assign this Agreement, or any interest or right herein, without the prior written consent of the other Party except to a corporation or other legal entity, directly or indirectly, controlling, controlled by or under common control of a Party.

24. BUSINESS CONDUCT

- 24.1 Customer will comply with Warehouseman's policy to ensure that its corporation, senior management and all of its 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. Customer shall at all times ensure the protection of its staff, and safeguard Warehouseman's organization and reputation against the threat of money laundering and the funding of terrorist and criminal activities.

25. AUTHORIZED SIGNATORIES

- 25.1 It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to do so. No further proof of authorization is or shall be required.

26. ORIGINALS AND COUNTERPARTS

- 26.1 This Agreement may be executed in any number of identical counterparts and each such counterpart shall be deemed a duplicate original hereof.

27. PRECEDENCE

- 27.1 The terms and conditions of this Agreement shall govern and supersede any contract, terms and conditions that may be prescribed by federal and provincial laws or regulations of Canada, as well as any bills of lading, delivery receipts, carrier confirmation forms, warehouse receipts or other shipping documents.

28. LANGUAGE

- 28.1 The Parties have expressly requested that this Agreement and related Schedules be drawn up in the English language only. *Les parties aux présentes ont expressément requis que la présente Convention et les annexes y afférentes soient rédigées en langue anglaise seulement.*

(Signatures on next page)

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED:

TRANSPORT ALAIN GIROUX ET FILS INC.

By: _____

Print Name: _____

Title: _____

COMPANY NAME.

By: _____

Print Name: _____

Title: _____

SCHEDULE A
WAREHOUSING SERVICES

SCHEDULE B

RATES AND CHARGES

1. CHARGES

- 1.1. All Goods are stored on a month-to-month basis, unless otherwise provided. The rates of storage, as provided in the Warehouseman's Service Proposal are per calendar month.
- 1.2. The class of storage in which the Goods are to be stored, the amount or amounts owed hereon for disbursements or services rendered by Warehouseman prior to receiving cargo and the rate per month per unit to be charged for storage of such Goods are set out in the Service Proposal provided to Customer; said Service Proposal being expressly accepted prior to the commencement of the work.
- 1.3. Basic handling rates described in the Service Proposal are not covering the following items: marking, labelling, sampling, palletizing, repairs, measuring, weighing, inspection, physical inventory tracking, which shall be invoiced by Warehouseman in addition to such basic handling rates.
- 1.4. Charges for additional services required by Customer or necessitated by the nature of the Goods together with handling charges upon delivery of the Goods out of storage, will be invoiced by Warehouseman in addition to the monthly storage charge prescribed by the Service Proposal provided to Customer.
- 1.5. Any charge made with respect to the Goods shall conform to the Warehouseman's rates in effect at the time the service is performed. Quotations for services not included in such rates will be given on request. No increase in regularly recurring charges will be made on Goods in storage until thirty (30) days after a notice of such increased charge has been sent to Customer of the Goods, unless otherwise agreed by Customer.