



GENERAL TERMS AND CONDITIONS

APPLICATION

1. The present General Terms and Conditions ("**Terms & Conditions**") apply to all services and goods supplied, provided or arranged by Castaloop USA. ("**Castaloop**") to all persons or entities (jointly referred to as "**Customer**" or "**Customers**") requesting or receiving Services, as defined herein, including shippers, receivers, agents, freight forwarders, consignors, consignees of cargo, holders of bills of lading or waybills, carriers, ship owners or their representatives, charterers, agents, terminal and ship operators as well as to any person or entity having an interest in the goods consisting the cargo which are the subject of Services ("**Cargo**" or "**Cargoes**").

These Terms & Conditions are incorporated by reference into, and shall apply to, all quotations, estimates and contracts where Castaloop is involved, whether directly or indirectly, through agency or subcontracting. They apply in connection with all stevedoring, terminal handling, stowage, warehousing, storage, securing, loading or unloading of ships, vehicles, trucks, trailers, reefers, containers, tanks, railcars with Cargo in connection with their carriage by ship, rail, road or by other conveyances (collectively "**Conveyances**") and in connection with all ancillary services or goods supplied or handled in connection with such services (hereinafter collectively or individually referred to as "**Service(s)**") whether on board ships or on berth, whether at terminals, anchorages, berths, wharves, jetties, rails or roads or at any other premises or locations.

By accepting any Services from Castaloop, all Customers are deemed to have read and understood these Terms & Conditions and have agreed to be bound thereby.

AUTHORITY

2. By requesting or accepting Services from Castaloop, the Customer warrants that it has all required authorities to bind the actual owners of the subject ship, Cargo and whoever else may have an interest in those to the present Terms & Conditions. It is further understood and agreed that the Services rendered or supplied under these Terms & Conditions are to be performed on the credit of the serviced ships, Conveyances and Cargoes.

DUTY TO INFORM AND TO WARN

3. All Services are to be performed on the basis of the information, drawings and warnings supplied in writing by Customer or on its behalf to Castaloop. Customer warrants that the goods have been properly and sufficiently documented, prepared, stuffed, wrapped, packed, strapped, secured, labelled and marked for the Services to be performed and for their carriage by ship or another Conveyance. Customer further warrants that they will supply Castaloop,

in advance and in a timely manner, with complete and accurate information and warnings concerning the Services to be rendered, the Cargo to be handled and their Conveyances (whether carried by ship, in bulk, breakbulk or container, by truck, railcar or otherwise) including their dimensions, weights, measurements, volume, quantity, markings, centers of gravity, safe working loads, stacking capacity, safe attachment points, temperature settings to be maintained, as well as with all other characteristics, peculiarities, sources of dangers, hazards or damaged condition which may affect the safety of personnel, performance of the Services or the integrity of the Cargoes and their Conveyances.

PROVISION OF LABOUR

4. Castalooop will exercise due diligence in providing sufficient and competent labour and supervision for the performance of the Services, in accordance with the prevailing labour agreement(s) (collective or individual), but always contingent upon labour, equipment and supervisors being available. Castalooop shall not be responsible for any loss, damage, delay or lack of performance arising from labour shortage, strikes, lockouts, union disputes, other labour difficulties or disruptions or arising out from a *Force majeure* event as described below or from any cause beyond the reasonable control of Castalooop.

RATE QUOTES

5. All rates quoted by Castalooop are:
 - a. valid for thirty (30) days from the date the quote is provided, unless otherwise indicated in writing by Castalooop;
 - b. for straight time and regular shifts as per the custom and normal working conditions prevailing at the subject location(s) for the performance of Services unless otherwise indicated in writing by Castalooop in its quotation;
 - c. subject to labour and supervision being available at the prevailing wage scale and working conditions in the ports, yards or facilities where Services are to be performed. In the event of an increase or decrease in the scale of wages, benefits, or a change in working conditions, the rates will be adjusted accordingly, and retroactively if applicable;
 - d. subject to overtime differential charges which may vary depending on the weekly period, location, operation, quantity of labour, weather and Cargo to be handled;
 - e. subject to changes in the event that new regulations making the performance of Services by Castalooop more expensive or riskier, no matter how such new regulations become effective, whether by law, regulation, decree or order from a competent authority. The resulting revised rates shall become applicable and effective upon Castalooop issuing a written notice to that effect to the Customer; and
 - f. all quoted rates are exclusive of:
 - i. additional Services of any type;
 - ii. additional labour;

- iii. welding, crating, carpentering, dunnaging or of other preparatory works;
 - iv. deferred meal charges, overtime differential, shift extensions and balance of minimum time when applicable;
 - v. applicable port, yard or facility charges, Cargo and union assessments and any and all government taxes, assessments or related charges such as wharfage;
 - vi. terminal and storage charges, unless otherwise expressly agreed;
 - vii. all labour and materials for lashing, securing, blocking, bracing, choking or leveling Cargo;
 - viii. ISPS and security charges;
6. It is further understood and agreed that, unless expressly agreed otherwise in writing, the quoted stevedoring ship loading or discharging rates are limited to:
- a. In the case of discharging Cargo from a ship: the handling of Cargo, from its place of stowage on board or on deck of the carrying vessel to its first place of rest / under hook at ship's side; and/or
 - b. In the case of loading Cargo onto a ship: the handling of Cargo, from its last place of rest / under hook at ship's side to its final place of stowage on board or on deck of the carrying vessel.

All ship's stowage plans shall be signed and state that stowage and securing of Cargo is to the satisfaction of the Master or Chief Officer of the carrying vessel.

7. The quoted rates apply to one single Cargo handling operation. If any re-handling, sorting or interim storage is necessary, through no fault of Castalooop, the labour, equipment, material, supervision and administrative cost required for such work shall be charged as per the extra services rate indicated in our quotation or as per a rate previously agreed in writing between Castalooop and the Customer.
8. There shall be no sorting of Cargo unless expressly agreed to in the quotation and provided that the goods consisting the Cargo are adequately marked and that a clear, complete and comprehensible tally or packing list is provided by Customer in writing with all necessary explanations and instructions.
9. If Castalooop's quotation for Services is not expressly rejected in writing by the Customer prior to the commencement of the provision of Services, then Castalooop's quoted rates shall be deemed as having been accepted in full by the Customer upon commencement of the provision of such Services.

BERTH AVAILABILITY

10. Castalooop shall not be responsible for berth availability or accessibility. It shall be the sole responsibility of the Customer and competent Port Authority or terminal management entity to ensure unimpaired berth availability and accessibility. Any delay, stand-by or detention resulting from berth unavailability or inaccessibility shall be at the sole expense and risk of the Customer.

OVERTIME

11. Overtime and meal hours, when worked, will be charged to the Customer on the basis of the rates provided in Castaloo's quotation.

STAND-BY, DETENTION, LAYTIME AND BALANCE OF MINIMUM TIME

12. Any stand-by, detention or delay of stevedoring gangs, personnel, or equipment which are beyond Castaloo's reasonable control shall be charged to the Customer as per the stand-by, detention and balance of minimum time rate indicated in the quotation.

CARGO HANDLING EQUIPMENT

13. Castaloo will provide, if available, all usual and normal stevedoring personal gear and equipment for the performance of Services. Unless otherwise specified in writing, these shall not include, and additional charges will apply, for the following:
 - a. Rental of third-party trucks, cranes, forklifts, vehicles and specialized equipment, machinery, spreader, bucket or other equipment required for handling the Cargo;
 - b. Supply of dunnage, blocks, stands, cradles or other material required for loading, landing, securing or handling the Cargo; and
 - c. Additional gear including, but not limited to: tackle, slings, shackles, consumable gear, lighting or specialized handling equipment;

Whether any equipment is supplied by Castaloo, Customer, RGL or a third party, Castaloo shall be entitled to refuse to use any lifting, handling, securing appliance, gear or other equipment which is not in apparent good order and condition or for which no valid and clean certificate issued by a competent authority is held and available for inspection.

CARGO HANDLING, STOWAGE, LASHING AND SECURING

14. All Cargo stowage, stacking, lashing and securing of goods on or from a ship, barge or other Conveyance are to be performed under the direction, control, supervision and ultimate sole responsibility of the ship's or barge Master, driver or person in charge of the used Conveyance(s), Customer's surveyor or other local representative appointed by or acting on behalf of the Customer. It is thus incumbent upon the Customer, the Master of the Vessel and person in charge of the Conveyances to have their Cargo, as well as their lashing and securing equipment duly inspected prior to, during and further to the provision of Services.

DANGEROUS AND HAZARDOUS CARGO

15. All dangerous or hazardous Cargo shall be declared in writing in advance and duly marked. In addition to obtaining Castaloo's prior consent in writing, the acceptance, handling or storage of explosives or inflammable or hazardous materials shall be subject to RGL obtaining written approval from the competent port and governmental authorities, making specific arrangements with Castaloo at least seven (7) days prior commencement of operations, and shall be dealt with in accordance with the rules and regulations of the *Transportation of Dangerous Goods Act, 1992*, (Canada), or the equivalent applicable statute, if the Services are delivered or preformed in another country or jurisdiction, and any related applicable rules and regulations. Hazardous Cargo must be presented in accordance with the applicable International Maritime Organization ("I.M.O.") regulations and a detailed description of the Cargo, including its I.M.O. code and rating must be provided to Castaloo at least seven (7) days prior to the commencement of Services.

CONDITION OF CARGO

16. If the Cargo or any goods consisting the Cargo is damaged or not in customary good order or free flowing, thereby hindering or delaying standard handling, or should bulk cargo be required to be broken out by mechanical equipment, labour, supervision, surveying and/or any equipment and/or charges necessary for the resulting extra handling will be charged in addition to the quoted rates.

SPECIFIC HANDLING REQUIREMENTS

17. In the event that the Cargo to be handled requires specific handling requirements, RGL must notify Castaloo in advance in writing providing details of such special requirements. Failing such receipt of such prior notification, Castaloo shall have no responsibility whatsoever in the event of loss or damage to the Cargo, however caused, regardless if damage is caused by the negligence of Castaloo, its employees or sub-contractors. Should RGL inform Castaloo of any special handling requirements after reception of Castaloo's quotation, Castaloo shall be entitled to revise its quotation, rates and conditions accordingly to reflect the new scope of work and risks.

18. RECEIPTS, WAYBILLS & DELIVERY OF GOODS

All receipts and waybills for Cargo, including dock, storage and warehouse receipts and waybills shall be non-negotiable unless expressly agreed upon in writing and, unless expressly marked upon, such documents shall only constitute evidence as to the quantity of goods received, not as to their condition unless clearly indicated and signed by representatives of both Castaloo and the Customer. Delivery of Cargo by Castaloo may be effected as per the Customer's instructions in writing. Castaloo shall be under no obligation to verify the genuineness or authority of the signatory of those delivery instructions or of the person(s) taking delivery of Cargo.

FORCE MAJEURE

19. Castaloo shall not be responsible for any delay, loss, damage to Cargo or Conveyances or for failure to perform or complete performance of Services hereunder if the reason for such arises from: an act of God; fire, perils, dangers and accidents of the sea or other navigable waters; bad weather, act of war; act of public enemies; arrest or restraint of princes, rulers or people; seizure under legal process; quarantine restrictions; act or omission of a third party beyond the control of Castaloo; strikes, lockouts, stoppage or restraint of labour for whatever cause, whether partial or general; riots and civil commotion; inherent vice or insufficiency of packing of goods, breakdown or latent defects involving hull, machinery, equipment, lines, stevedoring shore equipment or vehicles, unless caused by a want of due diligence by Castaloo, or by any cause arising without the actual fault and privity of Castaloo or beyond its reasonable control.

PAYMENT

20. Castaloo's invoices for all Services, materials and equipment shall be payable in full, via wire transfer or in immediately available funds, prior to the commencement of the Services, unless otherwise agreed in writing. All amounts payable to Castaloo shall be paid forthwith, without any deduction whatsoever for bank charges or otherwise, and without any reduction or set-off for any real or alleged claim or counterclaim. Any payment received after its due date will bear interest at the effective rate of fifteen percent (15%) per annum, compounded annually, from the date of each invoice.

INSURANCE

21. Without in any way prejudicing its rights to exclude or limit its liabilities as provided herein or at law, Castaloo agrees to maintain standard Workers' Compensation Insurance for the protection of its employees and standard commercial general and stevedoring liability insurance.
22. The Customer agrees that it will at all times, at its sole cost and expense, continuously hold and maintain or cause to be held and maintained:
- a. Hull and Machinery insurance over the carrying vessel and similar insurances over other Conveyances used, with limits equal to or higher and deductibles equal to or lower than those normally carried by a reasonably prudent ship owner and operator or owner and operator of other Conveyances;
 - b. Protection and Indemnity (P&I) or marine liability insurance with coverage equivalent to the cover provided by members of the International Group Protection and Indemnity Association;
 - c. Motor vehicles or other Conveyance standard liability insurance customarily maintained by prudent owners and operators;
 - d. "All Risks" insurance coverage in respect of the Cargo for which Services are provided. The Customer further agrees that, notwithstanding any other term herein, it

shall at its sole cost and expense, continuously maintain insurance in respect of the Cargo for its full value inclusive of freight, against all risks including loss or damage by stevedores and which insurance shall be for the joint benefit of Castaloo and the Customer as named assureds.

23. The Customer shall ensure that the aforesaid insurance coverages listed hereinabove contain a waiver of subrogation in favour of Castaloo and any persons or entity for whom Castaloo may be held responsible. Castaloo shall be entitled, but under no obligation, to request genuine insurance certificates prior to or during the performance of Services and shall be entitled to suspend performance of Services in the event that any of the above-mentioned insurance coverages is set to expire or until receipt of valid insurance certificates in compliance with the above requirements.

BENEFICIARY OF CONTRACT (*Himalaya Clause*)

24. For the purposes of the resulting contract for the performance of Services, the “**Agents**” of Castaloo are to include all the directors, officers, employees, agents, representatives, authorized advisors and other third parties acting for Castaloo, including, without limiting the foregoing, associated or affiliated companies and sub-contractors of Castaloo. It is expressly understood and accepted by Customer as part of the consideration for the provision of Services that the benefit of the defenses, immunities, limitations of liabilities and insurances provided herein are to extend to these Agents or anyone of them and to their employees and other persons for whom they may be held vicariously liable.
25. It is understood and agreed, and hereby authorized by Castaloo, that the Customer will include Castaloo or arrange to have it and its Agents included as express beneficiaries, to the extent of the Services to be performed hereunder, of all rights, immunities, defenses, time limits, and limitation of liability provisions of all contracts of affreightment, as evidenced by the Customer’s or carrier’s standard bill of lading or waybill in use at the time Services are provided hereunder. If the customary rights, immunities, defenses, time limits and/or liability limitations are omitted by the Customer or Carrier or otherwise held invalid for any cause whatsoever, the Customer agrees to hold harmless defend and indemnify Castaloo and its Agents against any resulting liability. If the Customer is not the actual carrier, the Customer expressly agrees that all the rights, immunities, defenses, time limits and limitations of liability contained in the applicable carrier’s bill of lading or waybill shall enure to the benefit of Castaloo and its Agents, and the Customer agrees that in no event shall Castaloo and its Agents have any liability in excess of that of the Customer or carrier, whichever is less, respecting loss or damage to the Cargo. The Customer is hereby deemed to be acting as agent or trustee, and for the benefit, of Castaloo and its Agents but only for the limited purpose of contracting for the extension to Castaloo and its Agents of such rights, immunities, defenses, time limits, insurances and limitation of liability provisions referenced above.

REGULATORY COMPLIANCE

26. The Customer warrants that all Cargo and its constituents are safe for handling by Castalooop and that the Cargo complies with all applicable Federal, Provincial and Municipal laws, including applicable environmental laws, when the Services are performed or delivered in Canada, or the equivalent applicable laws, if the Services are delivered or performed in another country or jurisdiction. Where the performance of the Services herein involves handling by Castalooop of damaged, distressed or defective Cargo, the quoted rates will not apply at Castalooop's option and rates may be increased by Castalooop to reflect the extra work and risks involved. Any gear or equipment destroyed or damaged, or any cost of equipment required for the protection of labour personnel shall be charged to and be payable by the Customer.

In spite of the foregoing, where, in the opinion of Castalooop, Cargo or part of it appears to be damaged, distressed, defective or otherwise at risk of causing danger, pollution, or of contaminating other cargo or goods, or to impact workers' health and safety, Castalooop shall have the right to refuse to handle the Cargo, or any part of it. All costs and expenses incurred and damages sustained by Castalooop as a result shall be payable by the Customer who shall indemnify and hold Castalooop harmless against all consequences thereof, including reimbursing legal fees and other expenses incurred by Castalooop.

POLLUTION

27. Notwithstanding any other provision contained herein, it is understood and agreed that the Customer will defend, indemnify and hold Castalooop harmless from and against any loss, damage, cost, (including legal fees, liability, expense, fine, penalty, or claim of any kind or nature whatsoever which might be brought against Castalooop directly or indirectly in consequence of or with respect to any discharge, emission, spillage or leakage upon or into the vessel or other Conveyance, seas, waters, land or air, not caused by Castalooop's negligence or that of its employees, of any pollutant whatsoever or with respect to or as a result of any Federal, Provincial or Municipal pollution or environmental laws or regulations, when the Services are performed or delivered in Canada, or the equivalent applicable laws, if the Services are delivered or performed in another country or jurisdiction.

VESSEL GEAR AND EQUIPMENT

28. The vessel's cranes are to be in good working order with available up to date certificates and shall be in compliance with all regulations set forth by Class, Transport Canada, or when Services are performed or delivered in any other country or jurisdiction, by any other competent authority. When applicable, the Customer shall ensure that:

- a. vessel's cranes and booms are hoisted in position and automatic hatches opened and ready to work;
- b. blocks, preventers, wires or ropes are in good condition and of sufficient strength;
- c. dunnage, hatch tents, gantlines and adequate lighting for night work is sufficient and in good working order;
- d. tugs, derricks or cranes and slings for any of the Cargo which cannot be safely handled by vessel's gear are in a good and safe condition; and

- e. all materials required for dunnaging, bracing, cooping, shoring, lashing, protection or bulkheading of Cargo are in sufficient quantity and in good order and condition.

When requested, Castalooop will, at its option, supply such materials, gear and equipment on a cost plus basis.

LIMITATION AND EXCLUSION OF LIABILITY

29. The Customer agrees to indemnify, defend and hold Castaloo harmless from any and all, actual or alleged, losses, costs, including legal fees, damages, injury to persons or property or death that arise from Castaloo performing the Services, other than for claims covered by Castaloo's workers' compensation insurance, and the Customer shall have sole legal liability for any acts or omissions occurring from the time that Castaloo begins performing the Services requested herein through and during the date on which Castaloo ceases to perform the Services requested, unless such events were caused by gross negligence or willful misconduct of Castaloo or its employees.
30. Without limiting the foregoing, all risks of loss for performing Services are for the Customer's sole account. No inspection, approval or failure to inspect or approve by Castaloo shall alter or affect this allocation of risks. The Customer hereby releases Castaloo from any and all claims for loss of or damage to the vessel or other equipment, goods, Cargo or other property, including any claims for deductibles under any policy of insurance, unless such loss or damage is caused by the gross negligence or willful misconduct of Castaloo or its employees.
31. The Customer agrees not to seek recourse against Castaloo by way of warranty or indemnity proceedings or otherwise in the event of legal proceedings against it by third parties arising in any way from damage to or loss of the vessel, Conveyance, Cargo, personal injury or fatality unless it establishes that such personal injury or fatality resulted solely from the gross negligence of Castaloo or its employees.
32. If, despite and without prejudice to the foregoing, Castaloo is found to have liability for loss or damage to Cargo, other goods or to the carrying ship or other Conveyance, such liability shall in no event exceed the total amount charged by Castaloo for the Services and shall not extend to any indirect or consequential losses which shall always be excluded howsoever caused.

HARBOUR DUES, WHARFAGE, CARGO ASSESSMENTS, CUSTOMS DUTY

33. The Customer is responsible and shall pay any port dues, wharfage, delivery and related charges, assessments over Cargo, customs duty or similar charges, and shall defend, indemnify and hold Castaloo harmless in respect thereof, including for all actual legal fees and costs, incurred by Castaloo in connection with such claims.

LIEN & POWER TO SELL GOODS

34. All Cargoes, in whole or in part, and documents relating thereto, under the actual or constructive possession of Castaloo shall be subject to a particular and general maritime lien, charge and right of retention for any amounts owing to Castaloo, either in respect of such goods, or for any particular or general balance or other amounts owed, whether then due or not, by the Customer to Castaloo.
35. If these amounts remain unpaid for ten (10) days after transmittal by Castaloo to the Customer of a notice of the enforcement of its above-mentioned right by any means of

communication reasonable in the circumstances, the Cargoes, in whole or in part, may be sold by private contract or otherwise at the sole discretion of Castaloo, and the net proceeds applied on account against the amounts owed as principal and interest. Castaloo shall not be liable for any deficiencies or reduction in value received on the sale of Cargo nor will the Customer be relieved from liability merely because Cargo has been sold.

APPLICABLE LAW AND JURISDICTION

36. These Terms & Conditions are governed by, and construed in accordance with substantive laws of the United States of America, without regard to the conflict of law provisions thereof. Castaloo and Customer irrevocably consent to and submit to the exclusive jurisdiction and venue of the state and federal courts located in the State where the Services are performed. Notwithstanding the foregoing, Castaloo shall be at liberty to bring suit against Customers or their insurers before any competent Court of the jurisdictions where the Customer or its assets can be found.

CLAIMS & TIME LIMITATION

37. Unless detailed notice of loss or damage to Cargo is given in writing by the Customer to Castaloo further to the provision of Services before or upon receipt of Cargo as per Customer's instructions or, if the loss or damage is not apparent, within seven (7) days thereafter, such remittance shall be sufficient evidence of Castaloo's delivery of the Cargo in good order and condition, free of any damage, loss or shortage.

Unless a prior time extension in writing is obtained from Castaloo, all claims with respect to loss, damage, misdelivery, delay and any other claim whatsoever with respect to Cargo or in connection with the Services shall be lodged by the Customer with the competent Court provided above in these Terms & Conditions within one (1) year from the date the subject Services were rendered or the last parcel of Cargo was delivered or, in the case of loss, should have been delivered, whichever date is the latest.

LANGUAGE

38. The Parties hereto have requested and agreed that this Agreement be drawn up in English.
Les parties aux présentes ont demandé et convenu à ce que le présent contrat soit rédigé dans la langue anglaise.