

TRANS FOKUS GROUP INC.
Standard Trading Conditions (STC)

The Standard Trading Conditions (STC) of the Trans Fokus Group Inc. applies to all cargo shipments whatsoever of the commodity involved, between Trans Fokus Group (TFG) and the Client. These rules will apply to any / all shipment(s) where TFG arranges transportation services. The Consignor / Shipper, Consignee / Receiver or Beneficial owner &/or any other party requesting the services of TFG are bound by these conditions & waives all / any rights or remedies that are contrary to the provisions specified within this document.

1) Trans Fokus as a Broker

The client acknowledges that TFG's position is that of as a transportation broker and not a Carrier or Freight Forwarder. TFG will arrange the transportation services & any related duties and it is mutually understood that TFG does not actually perform the transportation or related services.

2) Services

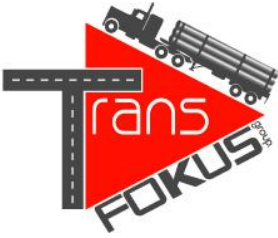
TFG agrees as a broker, to select carriers licensed by the Federal Motor Carriers Safety Administration (FMCSA) in the USA & in Canada, with those registered with at least one of the Canadian provincial transport authorities &/or as a transportation provider or related services.

3) TFG Carrier relations; Effect on client (s)

In its role as a Broker, TFG will enter into business relationships with Carriers to effect the movements of our clients. The conditions, tariffs & contracts of the Carrier will directly affect the rights & obligations of the client as they are bound through our relationship.

4) Credit

All clients are subject to TFG's Credit Scrutiny Process & must complete + endorse the mandatory Credit Application. The line of Credit (if granted to the client) is at the sole discretion of TFG which reserves the right to withhold Services & hold cargo that is/are in transit to ensure the payment of all outstanding invoices. The client further agrees that at any time TFG feels threatened with the loss of the outstanding receivables from any sign of financial insecurity on the part of client, that the Credit privilege may be revoked and immediate payment by certified cheque may be demanded by TFG. Indorsement of the Credit Application represents that the client accepts the STC as well as the proposed terms & conditions of TFG.



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5) Payment

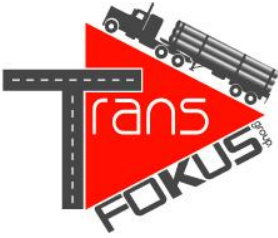
Payment for Services rendered in whole or in part is due within the time allotted on each account. The standard 30 Days Net is defined as 30 calendar days from the Invoice Date. Payment is acceptable in the form of a cheque, money order or electronic funds transfer. Invoices that are not paid as agreed are subject to a Credit Service Charge of 2% per month / 24% per annum of the outstanding amount(s). Should TFG require to engage or retain an Attorney or a Collection agency to collect any unpaid amount(s), the client agrees that they will be liable for any / all related costs or expenses to include the attorney's or collection agency's fees or costs. No claims for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.

6) Claim Assistance

Having established TFG's position as a Broker (and not that of a Carrier), TFG bears no liability for any Loss, Damage or Delay arising from any shipment or cargo movement. TFG and the Client may agree that TFG could be the primary contact or point for any claim situation. It is imperative that the client must notify TFG within 48 hours from the time of delivery or receipt of any discrepancy. The Client acknowledges that any claim must be filed against the appropriate Carrier within 60 days from delivery date. The final statement of the claim must be filed within (9) months from the date of shipment together with a copy of the paid freight bill. Providing any Notice to TFG does not constitute the filing of a claim with the Carrier; furthermore, any suit or other legal action to recover for any cargo loss, damage or delay must be commenced against the Carrier no later than 2 years after declination of the claim by the carrier. No claims for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.

7) Cargo Claims Limitations of Liability

The client acknowledges, accepts & is bound by the fact that the *carrier's liability limitation is based on a valuation per pound (or kilogram) unless a declared value has been disclosed & declared by the Shipper on the Bill of Lading pertaining to the shipment involved.* The client should include the transportation cost within the value declared, otherwise in the event of a Claim, the freight amount will be discounted by the Carrier. Such limitations may be published within a Carrier's freight contract, a tariff, a rate quotation or proposal, a Bill of Lading or this may be contained within a Carrier's website.



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8) Carriers Exceptions to Claims

The following exceptions to claims are acknowledged & accepted by the client:

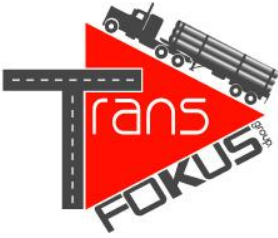
- a) Damages to cargo due to Packaging, Loading, Unloading, Blocking & Bracing or Securement of goods (unless the Carrier has provided for loading & / or unloading services at the request of the client; whereas the Carrier may be liable for damages caused by such Loading / Unloading services)
- b) An act of God or the public enemy.
- c) Any act or default by the Client, Consignor, Consignee, or Beneficial Owner of the cargo involved.
- d) Any act taken under the authority of Law.
- e) Delays caused by weather conditions.
- f) Any act of War or Terrorism.
- g) Any intrinsic vice or defect including oxidization or rusting of metal, swelling of wood caused by humidity, moisture or condensation, or deterioration of perishable products.

9) Consequential Damages

Under no circumstances will TFG or the Carrier accept any liability to the Client or any other party for consequential or indirect damages, including but not limited to any & all liquidation damages, penalties, lost profits or loss of business of any kind, as well as incidental or punitive damages.

10) Client's Duties

- a) It is the responsibility of the Client for ensuring that the cargo is properly & safely loaded, blocked, braced & secured within the means of conveyance. The client further acknowledges & accepts responsibility for expenses arising from any load shift that may occur during the transportation due to the improper or insufficient loading, blocking & bracing or securement of the cargo.
- b) The Client must provide the required shipping instructions and must properly identify all the goods contained within the Bill of Lading. Customer agrees that they will not tender for transport any restricted commodities including, but not limited to, any materials of an explosive nature, hazardous materials, waste, Over dimensional or overweight shipments, coiled or rolled products, commodities requiring protection from heat or cold, documents, monies or goods of a valuable nature unless specifically agreed upon by TFG.
- c) The client is responsible for the proper count & record of the quantity of pieces submitted for transport as well as the production & application of any protective seal to the loaded equipment.



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- d) The Client is responsible for examining all empty trailers or containers tendered for loading & for refusing / rejecting any equipment that is not apparently in a suitable condition to protect / preserve the goods during transportation.
- e) The Client is responsible for the safekeeping of any trailer or equipment that is dropped or left unattended at the designated location by the Carrier for the client's convenience. The client agrees that the equipment will not be misused, lost, or damaged as a result of such custody & will accept to pay for any loss or damage to the equipment which will have occurred during or as a result of such custody, control, possession or use of the trailer / equipment.

11) Insurance

TFG's primary obligation is to obtain a certificate of insurance from Carrier's insurers reflecting Automotive Liability Insurance of at least \$ 750,000 per occurrence and Cargo insurance of at least \$ 100,000 per occurrence. TFG also carries cargo contingent insurance of \$ 250,000.

If additional insurance is required, TFG can provide extra insurance. The quote will be based on declared value of shipment.

12) Applicable Laws

These conditions shall be governed by & interpreted in accordance with the laws of Quebec and the Federal laws of Canada applicable within. Any or all disputes arising from these conditions must be submitted to the jurisdiction of courts from the judicial district of Montreal in the province of Quebec or the Federal Court of Canada.