



New Carrier Document Check List

Please provide the below documents. Failure to provide all the required documents will forfeit your consideration as a carrier for Essence Transport Corp

- Carrier Profile-Completed and signed
- W-9 /W-8BEN
- Authority Documentation –MC#, NIR, CVOR, NI, SCAC, WSIB
- Liability (Property and General), Cargo and Worker's Comp Certificates of Insurance naming Essence Transport Corp as an additional insured.

Please fax (**833-674-1122**) or email (**safety@essence-transport.com**) to Essence Transport Corp.

Please include our load number on your invoice with a copy of the proof of delivery. Invoices will not be paid without a P.O.D!!!!!!

SEND ALL INVOICES and PODs to:

Mail: 205-1077 Saint Mathieu street, Montreal, QC, H3H 2S4

Or Email: accounting@essence-transport.com

Or Fax: 833-674-1122

******PODs are required to be faxed and/or emailed within 24 hours of delivery******

Common: Contract: Broker: Freight Forwarder:

Carrier Profile

Legal Company Name: _____ DBA: _____

Physical Address: _____

City: _____ State/Province: _____ Zip/Postal: _____

Mailing Address (if Different Form Above):

City: _____ State/Province: _____ Zip/Postal: _____

Phone: _____ Toll free Fax: _____

Website: _____ Years Established: _____

LICENSE AND OPERATING AUTHORITY Identification Numbers

ICC/MC #:

CVOR #:

SCAC ID:

FAST ID:

USDOT #:

CRA Business #:

NIR #:

US Federal ID #:

WSIB #:

CSST #:

Other:

Certificates and Permits

C-TPAT APPROVED:

FAST APPROVED

PIP:

HEAVY HAULER

SMART WAY TRANSPORT PARTNER

ALCOHOL PERMITS

MEXICO TO ABROAD SHIPMENTS

CANADIAN BONDED

INTRA MEXICO SHIPMENTS

US BONDED

ABROAD TO MEXICO SHIPMENTS

HAZMAT CERTIFIED

CSA APPROVED

Please include copies of your certificates and/or permits with your completed Carrier Profile

Dispatch

After Hours

Name: _____
 E-mail: _____
 Phone: _____
 Fax: _____
 Cell: _____

Name: _____
 E-mail: _____
 Phone: _____
 Fax: _____
 Cell: _____

Preferred Communication: Phone: Cell Phone: Email: Fax:

Cross Dock Facilities

Warehouse Facilities

City

Prov./Sate

City

Prov./Sate

Cross Dock Facilities		Warehouse Facilities	
<u>City</u>	<u>Prov./Sate</u>	<u>City</u>	<u>Prov./Sate</u>

AREAS OF SERVICE

Please provide all States, Provinces, and Territories for which you are licensed to operate.

United States

Canada

Do you have service in Mexico? **Yes** **No**

If Yes, please list partners: _____

<u>Van Type:</u>	<u>Count</u>
53' Vans	
48' Vans	
110" High Cube	
53' Vans Air Ride	
48' Vans Air Ride	
Straight Truck	
Plate Trailers	
53'Vented Van	
48'Vented Van	
53'Heated Van	
48'Heated Van	
53'Curtainside	
48'Curtainside	
53'Swing Door	
48'Swing Door	
Roll Door	
Other: _____	

<u>Flatbed Type:</u>	<u>Count</u>
48' Flatbed	
53' Flatbed	
48' Stepdecks	
53' Stepdecks	
Side Kits	
Conestogas	
Single Drops	
Double Drops	
Lowboys	
Roll Tites	
Boom Trucks	
Flats / Forklifts	
Heavy Haul	
Hotshots	
Stretch Flats	
Stretch Steps	
Other: _____	

<u>Specialty Equipment</u>	<u>Count</u>
Dump Trucks	
RGN Trailers	
Tankers	
Hopper Bottoms	
Car Haulers	
Dray Trucks	
Boat Haulers	
Power Only Units	
<u>Reefer Type:</u>	<u>Count</u>
48' Reefer	
53' Reefer	
Space Savers	

<u>Tarps available :</u>	<u>Count</u>
4' Tarps	
6' Tarp	

<u>LTL</u>	<u>FTL</u>	<u>Shunting</u>	<u>Secure yard</u>
<u>Team Drivers</u>	<u>Hazmat Drivers</u>	<u>E-Track/GPS</u>	

REFERENCES

	<u>Reference 1</u>	<u>Reference 2</u>	<u>Reference 3</u>
Company Name:	_____	_____	_____
Contact Name:	_____	_____	_____
Email:	_____	_____	_____
Phone #:	_____	_____	_____



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

We are able to make payments via Direct Deposit and/or check. All Carrier partners that have a Canadian and U.S. Bank account are eligible. For all payments outside of our “Quick Pay Program”, there is a \$1 fee per transaction for payments settled electronically.

Company Name: _____

I (we) hereby authorize ESSENCE TRANSPORT CORP, hereinafter called COMPANY, to initiate credit entries to our _____ Checking Account/_____ Savings Account (**select one**) at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH/EFT transactions to my (our) account must comply with the provisions of U.S (ACH). / Canadian Law (EFT).

Depository Name: _____ Branch: _____

City: _____ State/Prov.: _____ ZIP/Postal: _____

Canadian Carrier

Transit #: _____ Branch ID: _____ Account #: _____

U.S Carrier

Routing #: _____ Account #: _____

**** INCLUDE COPY OF VOID CHECK ****

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I (we) understand it is our responsibility to resubmit an authorization form for any changes I (we) may make to the depository banking institution and/or accounts.

Name: _____ Title: _____
(Please Print)

Signature: _____ Date: _____

Email Address for Payment Detail: _____



QUICK PAY AGREEMENT

The following carrier requests the **“Quick Pay 42 or 24 Payment Solution”**:

Carrier Name: _____ DBA: _____

MC Number: _____ NIR Number: _____ CVOR: _____

Mailing (delivery) Address:

City: _____ State/Province: _____ Zip/Postal: _____

Phone Number: _____ E-mail _____

QUICK PAY OPTIONS: (choose only one option)

4% discount of total invoice- Payable in two (2) business days (**“42 Solution”**)

2% discount of total invoice - Payable in five (4) business days (**“24 Solution”**)

UPON RECEIPT OF AN INVOICE FROM THE CARRIER THAT IS **CLEARLY MARKED “QUICK PAY”**, Essence Transport Corp agrees to pay the carrier at the Quick Pay Option chosen above upon receipt of the invoice and bills of lading. **“Quick Pay” invoices received by 9am will be processed for payment that day. “Quick Pay invoices received after 9am will be considered received as of the next business morning and will be processed for payment that morning by 9am.** The invoice and accompanying bills of lading must be clear and free of any problems. Faxed or emailed invoices and bills of lading are accepted but must be legible. Weekends and holidays are not considered to be business days. **An invoice that has been assigned to a factoring company and/or invoices that are for loads that have been doubled brokered are excluded from this agreement.**

Direct Deposit is available to all carriers. If direct deposit is not selected, checks will be mailed via regular mail.

This agreement will become an addendum to the “Broker Carrier” contract previously agreed to by the carrier and Essence Transport Corp. Essence Transport Corp may at any time make changes to this agreement for the conduct of its business, as it may, in its judgment, deem necessary or desirable. This agreement may be cancelled at any time. Any such amendments or cancellations will be effective after notice of the amendments has been made to the participating carriers.

Carrier Authorized Signature

Print Name Title

Date

Choose One:

Direct Deposit

Regular Mail



MOTOR TRANSPORTATION AGREEMENT

This Agreement is made and entered into this ___ day of _____, 20__ (the “**Effective Date**”) by and between Essence Transport Corp (“**Essence Transport**”), a Quebec corporation with its principal place of business at 1077 Saint Mathieu St #205, Montreal, Quebec H3H 2S4, and _____, a corporation with its principal place of business at _____ (Street Address), _____ (City), _____, (Province / State) _____, (Postal or Zip Code) (the “**Carrier**”), jointly referred to as the “**Parties**” and each separately as a “**Party**”.

PREAMBLE

WHEREAS Essence Transport arranges transportation of goods by motor carrier for its customers and as such is duly registered as a transport service intermediary with the *Quebec Transport Commission* under number 9-C-31050-I NI# and as a Property Broker with the *Federal Motor Carrier Safety Administration* (“**FMCSA**”) under docket number MC-01151691

WHEREAS Carrier performs motor carrier transportation services and is duly registered with one of the Canadian transport authorities (the “**Canadian Authorities**”) under number _____ (insert number and province) and/or the FMCSA under docket number MC-_____;

WHEREAS Carrier warrants that it holds a “Satisfactory” or “Satisfactory-Unaudited” safety rating with the Canadian Authorities and the FMCSA.

WHEREAS Essence Transport desires to retain the services of the Carrier to transport goods (the “**Goods**”) for and on behalf of its customers and Carrier desires to provide transportation services to Essence Transport’s customers.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Essence Transport and Carrier agree as follows:

1. Term and Termination

- 1.1 Term. This Agreement shall be effective for a period of one (1) year from the Effective Date (the “**Initial Term**”) and shall be automatically renewed for additional one (1) year periods unless cancelled by either party upon thirty (30) days written notice prior to the expiration of the current term. Termination shall not affect Carrier’s obligations to deliver, in accordance with the terms of this Agreement, all shipments accepted from Essence Transport prior to the termination date.
- 1.2 Termination by Essence Transport Corp Essence Transport may terminate this Agreement immediately upon (i) Carrier’s operating authority or authorities being suspended, terminated or revoked; (ii) Carrier receiving an “unsatisfactory” safety rating from any regulatory agencies; or (iii) in the event that Carrier’s insurance, as described in Section 6 hereinafter, is cancelled, reduced, or otherwise invalidated.

- 1.3 Termination by Either Party. Upon the occurrence of any one or more of the following events, in addition to all other rights and remedies, a Party may elect to terminate this Agreement, effective upon delivery of written notice to the other Party:
- 1.3.1 The other Party fails to comply with or commits a material breach of this Agreement;
 - 1.3.2 The other Party fails to comply with or commits a breach of this Agreement, and does not correct such non-compliance or breach within ten (10) days after delivery of written notice of such failure to comply; or
 - 1.3.3 The other Party becomes insolvent or becomes unable to pay its debts in a timely manner.

2. Scope of Shipments and Carrier Services

- 2.1 Shipments. Carrier acknowledges and agrees that any and all shipments tendered by Essence Transport and transportation services provided by Carrier shall be subject to and governed by the terms and conditions of this Agreement, together with a specific load tender sheet (a “**Carrier Confirmation**”). Each Carrier Confirmation shall include, at a minimum, the origin, Essence Transport and quantity and weight of Goods to be shipped. Carrier shall transport the Goods consistent with the terms and requirements of each Carrier Confirmation. Notwithstanding the foregoing, Essence Transport reserves the right to determine, in its sole discretion, the process by which Carrier and Essence Transport agree upon shipments of Goods hereunder, and Carrier acknowledges that the notification and order procedure set forth herein is subject to change. All Carrier Confirmation and all shipments Carrier transports, whether made pursuant to Carrier Confirmation or otherwise, shall be subject to and governed by the terms and conditions of this Agreement.
- 2.2 Carrier Services. With respect to each Carrier Confirmation, Carrier shall, within limits of its operating authorities, provide transportation of the Goods and related services within the United States and Canada as follows:
- 2.2.1 Carrier shall transport the Goods only by motor vehicle. Carrier shall provide equipment suitable for the safe transportation of Goods including if required, but not limited to, adequate and appropriate chains, dunnage, binders, straps and tarps to be used in such transportation;
 - 2.2.2 To further facilitate the safety of the Parties’ personnel, all Carrier personnel involved in loading, transporting, or unloading Goods shall be skilled and experienced in the transport of items similar to the Goods. Carrier shall have an opportunity prior to transport to notify Essence Transport in writing of any defect or objection with Essence Transport’s loading or securement of the Goods. Carrier acknowledges and agrees that should Carrier fail to notify Essence Transport prior to commencement of Good transportation that it will be conclusively presumed, as between Carrier, shipper and Essence Transport, that Carrier is: (i) satisfied with respect to the loading and securing of the Goods on Carrier’s motor vehicles, and (ii) solely responsible for the loading and securement of the Goods from pick up until delivery;
 - 2.2.3 Carrier shall transport, deliver and, as required and applicable, load and unload all Goods specified on each Carrier Confirmation in a safe and secure manner, which obligation includes, but may not be limited to, adequately securing trailers at all times, and ensuring that unauthorized parties do not access the Goods at any time, and, unless the shipment is “Shipper Load and Count”, checking the count and condition of the Goods and ensuring

that it is properly packaged and secured for transit. Carrier shall also: (i) conduct an inspection of all empty containers/trailers prior to loading; (ii) document all inspections; (iii) establish seal control, issuance, affixing, and verification policies with appropriate checks and balances; (iv) track driver movements throughout transportation; (v) establish access controls to all transported Goods; (vi) implement effective screening processes for all employees and/or contractors who handle Goods hereunder; and (vii) ensure that any vehicle used in the provision of services hereunder can at all times, regardless of weight, commodity or dimension, be operated over any road, highway, bridge or route in compliance with Applicable Law (as defined herein). Carrier shall not leave a trailer unattended unless the trailer is left in a secured and locked facility with proper kingpin locks affixed. It is Carrier's sole responsibility to confirm that it may lawfully operate a loaded vehicle of any weight, commodity or dimension over any road, highway, bridge or route. Carrier shall be solely responsible for any fines, penalties or citations occurring as a result of operating a vehicle over any road, highway, bridge or route in violation of any applicable regulation, law or ordinance;

2.2.4 Where Goods are shipped and the shipping conveyance is sealed by the shipper, Carrier shall ensure that the seal on the load remains intact from the time of pickup and loading until the Goods are delivered, and will comply with all other seal requirements, unless ordered otherwise by any governmental authority having jurisdiction over the Goods;

2.2.5 Carrier's delivery of Goods shall be made with reasonable dispatch and occur according to the delivery dates or schedule given by Essence Transport in accordance with any Carrier Confirmation. Such delivery dates or schedules are an important consideration to Essence Transport. 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 Essence Transport by its customers. Carrier shall immediately notify Essence Transport of any circumstances of which Carrier becomes aware that may affect Carrier's ability to maintain such delivery schedule.

2.3 Bills of Lading.

2.3.1 Carrier shall issue, fully complete and sign (including the printed name of the driver) a bill of lading for all shipments tendered hereunder. Such bill of lading shall detail the kind, quantity and condition of commodities received, Carrier's name, together with the shipper, consignee or owner of the property transported where applicable, and if known to Carrier. The terms and conditions of such bill of lading shall not modify, supplement or supersede the terms and conditions of this Agreement, unless specifically agreed to by Essence Transport in a separate signed writing, apart from the bill of lading. Such bill of lading shall be prima facie evidence of receipt of the shipment in good order and condition by Carrier unless otherwise noted on the face of said document;

2.3.2 If Essence Transport is erroneously identified as the "carrier" on any bill of lading or other shipping document at the origin point or in the course of transit, such designation will not modify or amend the relationship between Essence Transport and the Carrier under this Agreement or the role of Essence Transport as a transport service intermediary or load broker;

2.3.3 The receipt or bill of lading, which may be prepared by Essence Transport or a shipper, shall serve only as a receipt for the Goods and not as the contract of carriage, nor as evidence of title. Except as specifically agreed to otherwise by the Parties in writing, all

shipments accepted for transportation by Carrier, whether transported by Carrier or by any permitted interlining carrier, shall be governed solely by this Agreement, and no provision of any other pre-printed publication or agreement, such as the bill of lading, shall apply. Where there is a contradiction between the terms of a Carrier Confirmation and any terms set out on the bill of lading relating to such shipment(s), Carrier agrees, if possible, in a timely fashion, to contact Essence Transport for instructions. Carrier must ensure that Carrier's name is clearly stated as the carrier of record on the bill of lading;

2.3.4 Carrier shall obtain an acknowledgement of delivery for all shipments tendered by Essence Transport, by notation on the bill of lading or any other delivery receipt, signed and dated by the consignee. Carrier shall submit an original copy of the bill of lading to Essence Transport evidencing delivery of the Goods, unless otherwise instructed by Essence Transport, in which case Carrier shall retain custody of the bill of lading and provide it to Essence Transport upon receipt;

2.3.5 The absence or loss of any bill of lading or delivery receipt shall not relieve the Carrier of its obligation and liabilities with respect to any services provided hereunder.

2.4 Subcontracting.

2.4.1 Carrier represents and warrants that it will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of Goods hereunder to any other persons or entity conducting business under a different operating authority, without Essence Transport's prior written consent. If Carrier breaches this provision, Essence Transport may, at Essence Transport's option and without prejudicing any other right or remedy that Essence Transport may have, or Carrier's liability to Essence Transport hereunder, do any of the following: (i) pay any or all monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier; (ii) withhold payment to Carrier until it obtains confirmation that delivering carrier has received full payment for its services;

2.4.2 Carrier shall not divert or reconsign any shipment except upon written instructions from Essence Transport. Carrier shall not accept instructions for diversion or reconsignment from any consignee without notice to Essence Transport, and written consent of Essence Transport;

2.4.3 To the extent Essence Transport permits Carrier to subcontract all or any portion of the transportation services provided hereunder, any use of subcontractors by Carrier will be viewed as if such services were provided by Carrier directly. Carrier shall be and shall remain liable to Essence Transport pursuant to this Agreement. Carrier is and at all times shall be solely responsible for its subcontractors and shall pay its subcontractors any and all charges or compensation, and shall remain responsible to Essence Transport for the full, proper, lawful and safe performance of the transportation services as though any subcontracted service had been performed directly by Carrier.

2.5 Title to Goods. Carrier shall not acquire title to any Goods, and shall not permit any agent or subcontractor to acquire title to the Goods.

2.6 Delivery Failure, Delay and Accidents.

2.6.1 In the event that Carrier becomes unable to deliver any shipment, in whole or in part, and/or in accordance with the time requirements imposed for any other reason than

Force Majeure (as defined in Section 11.3 hereinafter), Carrier shall immediately notify Essence Transport, and Essence Transport shall have the right, but not the obligation, to provide alternative transportation for such shipment, or any required shipment of replacement goods, all at Carrier's expense. Carrier shall cooperate fully in the transfer of the shipment to a substitute carrier. Such transfer will relieve thereafter the Carrier of its obligations and liability hereunder, including, but not limited to, Carrier's liability for such shipment as set forth here in.

2.6.2 Carrier shall immediately notify Essence Transport, by telephone, facsimile, text or email of any accidents, spills, theft, hijacking or other events that impair the safe and prompt delivery of the Goods in its care, custody and control.

2.7 Delivery Rejection. In the event that the consignee rejects a shipment that Carrier has attempted to deliver, Carrier shall immediately notify Essence Transport, and Essence Transport shall provide Carrier with instructions respecting the disposition of such shipment. Unless specifically instructed by Essence Transport, Carrier shall not place such shipment in a warehouse or other storage, as long as Essence Transport provides Carrier with its written instructions respecting the disposition of the shipment, within forty-eight (48) hours after having received such notice from Carrier. The foregoing shall not be deemed to waive any of Essence Transport's rights or remedies with respect to Carrier's handling of such shipment. In no event may Carrier dispose or salvage the shipment without the written consent of Essence Transport.

2.8 Driving Directions. Any driving directions provided by Essence Transport on any Carrier Confirmation shall be for informational purposes only and shall not be relied upon by Carrier in performing its services hereunder; provided, however, that Carrier may be required to comply with specific routing restrictions to protect Goods from damage, in which case Carrier shall comply with such specific routing restrictions. Carrier shall have sufficient information technology capabilities and resources to provide real-time shipment tracking to Essence Transport upon request. Carrier acknowledges that pick-up and delivery dates and hours will not require the Carrier to violate hours of service regulations.

2.9 Good Refrigeration and Temperature Control. In the event that shipments tendered hereunder require specific temperature expectations, Carrier shall be solely responsible for (i) complying with the instructions regarding such temperature controlled shipments, (ii) ensuring that the temperature control units are properly operating and maintained at all times, and (iii) ensuring that the temperature settings are correct and in accordance with Essence Transport's requirements, as mentioned on the Carrier Confirmation. In the event that the Carrier arrives to pick-up a load which is to be temperature controlled, but it has not been provided with appropriate directions (e.g., the appropriate temperature setting), Carrier shall be responsible for obtaining appropriate instructions from Essence Transport prior to departure.

3. Invoicing and Payment; Maintenance of Records

3.1 Rates.

3.1.1 Unless otherwise specified in writing by Essence Transport, all freight charges, costs, fees and expenses including accessorial charges, shall be set forth on the Carrier Confirmations. Freight charges and accessorial charges set forth on any Carrier confirmation shall constitute the total compensation for everything furnished, provided, or done by Carrier in connection with this Agreement;

- 3.1.2 Carrier acknowledges and agrees that no shipment tendered under this Agreement to Carrier shall be subject to any fees, accessorial charges, or any additional rates or charges in excess of and/or in addition to the agreed rate set forth on a Carrier Confirmation, unless Essence Transport agrees in advance in writing to pay such additional amounts. Essence Transport shall confirm all accepted changes to a rate confirmation with a replacement Carrier Confirmation. Notwithstanding the foregoing, in the event of an emergency or "spot rate" load, rate modifications may be established or amended verbally, by fax or email; provided however, that both Carrier and Essence Transport promptly confirm such rate modification by fax or email;
- 3.1.3 Carrier authorizes Essence Transport to invoice its customers for freight charges on behalf of Carrier. However, Carrier agrees that Broker is solely responsible for payment of all freights charges to Carrier.
- 3.2 Invoicing. Carrier will promptly invoice Essence Transport for all applicable freight and accessorial charges and in all cases within thirty (30) days of such charges being incurred, or of the date of the delivery of the applicable shipment, whichever is earlier.
- 3.3 Payment.
- 3.3.1 Essence Transport agrees to pay Carrier for services rendered under this Agreement within thirty (30) days of receipt by Essence Transport of Carrier's invoice and proper documentation covering such transportation. Carrier must provide Essence Transport with copies of shipping documents, including imaged or original signed delivery receipts, as well as supporting receipts for pre-approved accessorial charges, as a condition for payment of Carrier's invoices. Carrier waives its right to collect accessorial charges if it fails to provide supporting receipts for such charges. For greater certainty, Essence Transport will not be liable for any late payment penalties that Carrier may impose except as expressly agreed in writing by Essence Transport ;
- 3.3.2 Carrier: (i) waives and relinquishes any and all rights to claim, demand, or seek payment from any person other than Essence Transport for any shipment tendered hereunder; (ii) agrees not to contact Essence Transport 's customers, beneficial owners, shippers, consignees or any party other than Essence Transport concerning payment for transportation services; (iii) appoints and designates Essence Transport as its agent for the purpose of invoicing and collecting freight charges; and (iv) agrees to indemnify, defend and hold Essence Transport , its customers, beneficial owners, shippers, and consignees harmless from any losses, harm, injuries, damages, claims, costs, expenses, and liabilities (including reasonable legal fees and other costs of litigation, including expert witness fees) (collectively, the "**Damages**"), arising from any claim or demand made by any of Carrier's subcontractor or other party for payment for transportation services related to a shipment tendered hereunder.
- 3.4 Overcharges and Undercharges. The time limit for filing overcharge and undercharge claims shall be ninety (90) days. No legal action may be brought by Carrier relating to a shipment or payment therefor unless brought within three (3) years after the date of such shipment.
- 3.5 Maintenance of Records. Carrier shall maintain complete, detailed and accurate records and other data applicable to its provision of transportation services and billing ("**Records**") for a period of no less than three (3) years from the date of delivery.
- 3.6 Compensation. Essence Transport may withhold and offset any compensation owed to Carrier: (i) on any occasion when a shipment tendered hereunder is lost, damaged, or delayed in transit; (ii)

to satisfy any unpaid debt owed by Carrier to Essence Transport; or (iii) to satisfy any un-reimbursed advance made to Carrier, or on its behalf. Withholding and offsetting of compensation shall not allow, permit, or entitle Carrier to seek payment from Essence Transport's customers, beneficial owners, shippers, consignees, or any other third party.

3.7 Survival. This Section 3 shall survive the termination of this Agreement.

4 Compliance, Licenses and Permits

4.1 Compliance with Applicable Laws.

4.1.1 Carrier represents and warrants that at all times during this Agreement it will be duly and legally qualified and registered in accordance with, and shall provide its pick up, transportation and delivery services in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances including, but not limited to, those related to transportation and storage of hazardous materials, food or pharmaceutical grade Goods, and any environmental or emissions-related laws as well as any legislation and related programs designed to protect transportation activities from terrorist attacks, such as *Customs Trade Partnership Against Terrorism* ("CTPAT") and the *Free and Secure Trade* initiative (collectively, "**Applicable Law**"). In particular, but without limitation, Carrier represents and warrants that it shall observe and obey all laws, regulations, and rules pertaining to load securement, weight restrictions, speed limits, routing restrictions, hours of services, controlled substances testing, driver training and qualifications, vehicle inspection and/or safe operation of motor vehicles;

4.1.2 Carrier further agrees to comply with all Applicable Law in the performance of its services under this Agreement. Upon receiving an "Unsatisfactory" or "Conditional" safety rating (or unfit safety rating issued by any regulatory authority with jurisdiction over Carrier's operations), or otherwise being prohibited by Applicable Law from performing services hereunder, Carrier shall immediately notify Essence Transport of such fact and should the safety rating be "Unsatisfactory", cease performing transportation services hereunder until Carrier is once more in compliance and Essence Transport expressly permits Carrier to perform services hereunder. The foregoing shall not be construed as limiting Essence Transport's right to terminate this Agreement in accordance with Section 1.2. Upon Essence Transport's request, Carrier shall provide proof of Carrier's compliance with Applicable Law by providing Essence Transport with all relevant documentation;

4.1.3 Carrier agrees to indemnify Essence Transport for any fines, costs, claims, liabilities or expenses that may incur and arise out of violations by Carrier of any Applicable Law during Carrier's performance under this Agreement.

4.2 Licenses and Permits. Carrier represents and warrants to Essence Transport that Carrier shall, at all times during the term of this Agreement, hold, secure, and maintain all licenses, permits, registrations, approvals, certificates, insurance, and financial assurances now or at any time hereafter required by any Applicable Law for the transportation of Goods hereunder or for any other services to be provided by Carrier hereunder. Carrier shall provide copies of all such licenses, registrations, permits approvals and insurance to Essence Transport upon Essence Transport's request.

4.3 Hazardous Materials Registration. If Carrier transports any Goods that are defined as hazardous materials or dangerous goods under the Applicable Law ("**HazMat**"), Carrier shall first have obtained, and shall thereafter annually (or otherwise as required by Applicable Law) update or renew and

maintain in effect, a valid and current HazMat registration, and maintain appropriate certification for all drivers who provide transportation services for such hazardous cargo. At Essence Transport's request from time to time, Carrier shall promptly provide to Essence Transport copies of such HazMat registration and current renewals and updates thereof.

- 4.4 Hazardous Materials Qualifications. If Carrier transports any hazardous materials under this Agreement, Carrier hereby represents and warrants to Essence Transport that: (i) Carrier understands all currently known hazards and risks to human beings, property, and the environment associated with the transportation of such hazardous materials; (ii) Carrier is engaged in the business of, and has requisite expertise for, transporting hazardous materials; (iii) all of Carrier's employees and contractors who will be engaged in the transportation of hazardous materials hereunder have been fully trained as required by Applicable Law and have all permits, licenses, certificates, and approvals required by Applicable Law to perform services hereunder relative to the transportation of hazardous materials; and (iv) Carrier has all permits, licenses, certificates, and approvals required under Applicable Law for the transportation of hazardous materials. By accepting any shipment of hazardous materials, Carrier warrants that it is licensed, qualified and certified to transport the shipment, and will use all proper and legally compliant equipment suitable to transport such specific hazardous materials in a safe and efficient manner. Except if resulting from the willful misconduct or gross negligence of Essence Transport or those other persons for whom Essence Transport is responsible at law, Carrier agrees to be responsible for any and all hazardous materials and environmental claims, clean up and remediation and the costs stemming therefrom that may arise from the willful misconduct or gross negligence of the Carrier, and of those persons for whom it is responsible at law, performing transportation services hereunder.

5. Representations, Warranties and Carrier's Operations

- 5.1 Carrier's Representations and Warranties. During the term of this Agreement, Carrier represents, warrants and covenants to Essence Transport as follows, all of which shall be deemed material hereunder:
- 5.1.1 Carrier will perform its services hereunder in a good and workmanlike manner in accordance with the highest standards of the trade;
 - 5.1.2 Carrier has experience in transporting items similar to the Goods and will transport the Goods in a safe and workmanlike manner;
 - 5.1.3 Carrier will provide only drivers possessing the proper licensing, training, skill and experience necessary for the safe and workmanlike transportation of Goods. Carrier further agrees that it will maintain adequate internal procedures to evaluate its drivers through pre-employment screenings, drug and alcohol testing (for international shipments), and ensure that Carrier's drivers are otherwise qualified under the FMCSA's regulations (if applicable);
 - 5.1.4 Subject to Force Majeure, Carrier will deliver Goods to their destination in the same condition as the Goods were received by such party;
 - 5.1.5 Carrier holds no less than a "Satisfactory" or "Satisfactory Unaudited" safety rating with the FMCSA and/or the Canadian Authorities;
 - 5.1.6 Carrier shall be solely responsible for supplying, carrying and maintaining all equipment necessary to carry out its obligations under this Agreement. Such equipment shall be in good, safe and efficient operating condition (which includes providing secure, clean,

sanitary, dry, leak-proof, free-from-infestation or contamination, defect-free and odor-free trailers that have not previously hauled waste products), in compliance with any and all Applicable Law, shall be suitable and properly configured to safely load, transport, and unload the shipments specified on each Carrier Confirmation (including any special requirements related thereto), and shall be registered, licensed, insured and , if applicable, identified under Carrier's, or one of its affiliate's, own name and, if applicable, U.S. DOT number;

5.1.7 Carrier will notify Essence Transport immediately if its operating authority is revoked, suspended or rendered inactive for any reason; or any insurance required hereunder is threatened to be or is terminated, cancelled (whether by an insurer, surety provider, or by any person or entity), suspended, or revoked for any reason.

5.2 Carrier's Operations

5.2.1 Carrier shall bear the costs and expenses of all fuel, oil, tires, parts, road services, maintenance and repairs, licences, taxes and tolls in connection with the use and operation of the equipment and which may be required to keep the equipment in good repair and mechanical condition. Essence Transport will not be liable to Carrier for any damage sustained by or to Carrier's equipment or for loss by complication or seizure or Carrier's equipment by any public authority;

5.2.2 Carrier shall: (i) have full control of its personnel, including all subcontractors; (ii) perform the services as an independent contractor of, and not an agent or employee of, or joint venture with Essence Transport ; (iii) shall assume complete responsibility for all salaries, commissions, municipal, provincial, federal, 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 and any foreign equivalent) 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 (iv) comply with all Applicable Law related thereto;

5.2.3 Carrier shall have no authority to act on behalf of Essence Transport , except to the extent necessary to perform Carrier's services under this Agreement or as may be requested by Essence Transport from time to time;

5.3 Non-owned Trailers. If Carrier is required to haul a trailer that is owned by Essence Transport 's customer (the "**Non-owned Trailer**"), the following terms will apply:

5.3.1 Carrier must: (i) inspect the Non-owned Trailer upon taking possession of same; (ii) complete and sign the inspection report provided by Essence Transport ; and (iii) send same to Essence Transport by email at: safety@essence-transport.com;

5.3.2 Carrier shall not use the Non-owned Trailer for any purpose other than the carrying out of the services as per this Agreement;

5.3.3 Carrier will be responsible for all losses and damages caused to the Non-owned Trailer while in its possession, care and control;

5.3.4 Prior to taking possession of the Non-owned Trailer, Carrier must provide Essence Transport with an insurance certificate attesting that it maintains proper insurance coverage for the Non-owned Trailer, such as a QEF-27 endorsement or other similar endorsement having the same coverage;

5.3.5 Carrier hereby releases and agrees to defend, hold harmless and indemnify Essence Transport, the owner of the Non-owned Trailer and their respective insurers from and against any and all loss, damage, liability, cost or expenses suffered by any of them and arising out of the Carrier having control or possession of the Non-owned Trailer during the performance of any transport movement.

6. Insurance

6.1 Carrier's Minimum Insurance Requirements. Carrier shall procure and maintain in force, at its own expense, throughout the term of this Agreement, the following types of insurance issued by insurers domiciled in the United States of America or Canada :

6.1.1 Automobile liability insurance on any owned, non-owned or hired vehicles covering bodily injury, including death, and property damage and loss with limits of not less than CAD\$1,000,000 per occurrence, and limits of not less than CAD\$5,000,000 per occurrence when Carrier is transporting hazardous materials hereunder. Carrier's automobile liability insurance shall contain a pollution liability endorsement;

6.1.2 Comprehensive general liability insurance covering bodily injury, including death, and property damage with minimum limits of not less than CAD\$1,000,000 for any one accident, disaster or occurrence, and CAD\$2,000,000 in the aggregate. Carrier's general liability insurance shall (i) be "primary" and "non-contributory", (ii) name Essence Transport as additional insured via endorsement, and (iii) cover the contractual liability assumed under the provisions set forth in this Agreement;

6.1.3 All-risk cargo insurance in the minimum amount of CAD\$100,000. Where Carrier is providing or using equipment designed for refrigerated, heated, or other temperature controlled services, such insurance shall contain an endorsement insuring against the mechanical breakdown of such refrigerated, heated, or other temperature controlled equipment, and against driver error; such insurance shall include no exclusions likely to result in denial of coverage for shipments handled pursuant to this Agreement including, but not limited to, exclusions for electronics, perishable commodities unattended vehicle or from a trailer detached from the power unit, reefer malfunction, lack of reefer fuel, or failure to set or maintain the appropriate temperature;

6.1.4 Worker's Compensation insurance at statutory limits in accordance with the laws of the State or province in which Carrier is located, fully covering all Carrier personnel performing any obligations under this Agreement;

6.1.5 Employer's liability coverage with minimum limits or not less CAD\$1,000,000 per occurrence.

6.2 Excess Insurance. The minimum policy limits set forth in Sections 6.1.1, 6.1.2 and 6.1.5 may be satisfied using umbrella and/or excess liability insurance coverage. Essence Transport does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the Carrier's interests, and Carrier agrees that the insurance limit amounts do not limit Carrier's responsibilities and liabilities under this Agreement.

6.3 Certificates of Insurance. Prior to the date Carrier performs services under this Agreement, Carrier shall furnish to Essence Transport copies of Carrier's certificates of insurance obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation of the policies shall be given to

Essence Transport at least thirty (30) days prior to such cancellation. In addition, Essence Transport shall be named as additional insured on Carrier's general liability policy, and as loss payees on the cargo liability policy as evidenced by an endorsement on the certificates of insurance. Upon Essence Transport's request, Carrier shall provide Essence Transport with copies of the applicable insurance policies. Where Carrier is self-insured, Carrier will provide written proof to Essence Transport of the approval of the governmental agencies of such self-insurance, and financial statements or other financial information upon Essence Transport's request from time to time.

- 6.4 Employee Dishonesty Coverage. Carrier warrants that the cargo liability insurance policy maintained by Carrier does not exclude coverage for infidelity, fraud, dishonesty or criminal acts of the Carrier, its employees, agents, officers or directors ("**Employee Dishonesty**") and has no limits of liability or any exclusions on the insurance policy or in the Carrier tariff for: (i) less than the insured amount or full actual value of the Goods, whichever is higher, or (ii) commodities and terms and conditions shown on the Carrier Confirmation(s) specific to the shipment or series of shipments. In the event that Carrier's cargo policy cannot be endorsed to exclude coverage for Employee Dishonesty, Carrier shall obtain and maintain a separate crime insurance policy to ensure similar coverage.

7. Risk of Loss

- 7.1 Liability for Loss. Subject to the limitations of liability set forth hereunder and to the provisions of Section 7.6 hereinafter, Carrier shall, at its sole expense, take reasonable care in its handling, transporting and, when necessary, storing of all Goods. Carrier shall be liable to Essence Transport for any and all damages resulting from any "Loss" of Goods transported under this Agreement. Carrier's liability shall begin with the loading of the Goods on Carrier's equipment at the point of origin and shall continue until the Goods are delivered to Essence Transport's designated recipient. As between Carrier and Essence Transport, Carrier assumes all risk of securing Goods to Carrier's motor vehicles and all liabilities and obligations arising out of the failure to do so or the shifting or movement for any reason of the load of Goods on such motor vehicles. Carrier shall be liable to Essence Transport's customer, or to Essence Transport, as assignee of the claim, for loss or theft of, and damage to shipments, and for delayed deliveries. However, Carrier shall not be liable for loss, damage, or delay caused solely by Force majeure (as defined in Section 11.3 hereinafter), or the negligence of Essence Transport or its customer, in which case Carrier shall have burden of proving applicability of the exception. Carrier's maximum liability for Loss or damage shall be the full actual value of each shipment transported hereunder, which shall be the vendor's invoice price of the Goods comprising the shipment at the place and time of shipment, plus the freight and other costs if so paid. No released value or other limitation of liability shall be valid or enforceable against Essence Transport or its customers unless expressly agreed to by Essence Transport in a signed writing separate from any bill of lading or, other delivery receipt issued by Carrier. The limit set by Carrier's cargo insurance shall not limit, or be deemed to limit, Carrier's liability on any shipment accepted. As used herein, "**Loss**" means (i) any damage, shrink, loss, destruction, delay, or mysterious disappearance of any Good, or (ii) any circumstance that renders a Good in a condition where the Good's value or marketability is lost or reduced in any material respect. Each party hereto shall promptly notify the other party of any claims of damage or Loss of which it becomes aware pursuant to this Section 0.
- 7.2 Loss Procedures. Carrier shall return all damaged Goods at its expense to the point of origin or to other points as instructed by Essence Transport for the purpose of inspection and mitigation of damages. All costs for such return shall be solely borne by Carrier.

- 7.3 Filing a Claim. Subject to Section 7.6 hereinafter, the time limit for filing a claim against Carrier shall be sixty (60) days from date of delivery, or in the case of Carrier's failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed. Mailing the claim or electronically transmitting (including by e-mail or fax) the claim in accordance with the notice provisions of this Agreement within either above time limit will satisfy the time limit. Essence Transport or its customer shall support any claim with pertinent documents, provided that failure to supply such documents shall not affect the validity of the claim. Within thirty (30) days of receiving a claim from Essence Transport or its customer for loss, theft, damage, or delay, 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.
- 7.4 Concealed Damage. Claims based on a concealed loss or damage reported to Carrier within fifteen (15) days of the date of delivery shall be treated by Carrier as though an exception notation had been made on the delivery receipt at the time of delivery.
- 7.5 Labeled Goods. In the event branded or labeled Goods are damaged, Essence Transport's customer may decide, in its sole discretion, whether the Goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be deducted from the amount of the claim against Carrier. If Carrier pays the full, actual value of the damaged Goods and requests possession of the Goods for salvage, then customer shall have the right to remove all identifying marks or labels. Alternatively, the Goods shall be permanently marked as "damaged" or similarly noted, in which case neither Essence Transport nor its customer shall bear any cost or expense of such notation.
- 7.6 U.S. Domestic Shipments. Notwithstanding any other terms and condition of this Article 7, for U.S. domestic shipments only, Carrier shall be liable for Loss to any Goods shipped hereunder in accordance with the terms of 49 U.S.C. § 14706 (the "**Carmack Amendment**") and 49 CFR Part 370. Said provisions shall be the exclusive remedy for any claim for Loss of Goods transported under this Agreement during a U.S. domestic shipment.

8. **Carrier's Indemnification**

- 8.1 Carrier shall indemnify, defend, and hold Essence Transport, its affiliated entities, customers, beneficial owners, shippers and consignees, and their respective officers, directors, employees and agents, harmless from and against any and all Loss arising from, or in connection with: (i) Carrier's breach of this Agreement, (ii) the services provided by Carrier, its employees, agents, and subcontractors, unless resulting exclusively from Force majeure (as defined in Section 11.3 hereinafter), or the gross negligence or willful misconduct of Essence Transport or its customer; (iii) injuries to or the death of any person or persons; and (iv) loss or damage to the business or property of any person or persons, including the property of Essence Transport.
- 8.2 Waiver of Consequential Damages. In no event will either Party be liable to the other Party for any punitive, indirect or consequential damages (collectively referred to as "**Special Damages**") of any kind in connection with this Agreement. The foregoing waiver of special damages shall not be construed as a waiver of a Party's right or duty to use reasonable efforts to mitigate any damages caused by a breaching party ("**Cost of cover**") and to seek payment or reimbursement of the Cost of cover from the breaching Party.
- 8.3 Survival. Carrier agrees that this Section 0 shall survive the expiration or termination of this Agreement.

9. No Lien

- 9.1 Absence of Lien. Carrier shall have no lien, and hereby expressly waives its right to any lien on any shipment, freight or property of Essence Transport or any of its customers, shippers, beneficial owners or consignees. If, notwithstanding the foregoing, the Carrier asserts a lien, Carrier specifically concedes as reasonable and agrees to pay the actual cost of replacing the Goods against which the lien is asserted, inclusive of transportation costs, legal fees, bond and surety costs and all other costs incidental to actions to recover possession and clear title to and use of any Goods subject to a lien. This Section shall survive the expiration or termination of this Agreement.

10. Confidentiality

- 10.1 Non-Disclosure of Information. Carrier agrees to keep confidential any information provided to it by Essence Transport relating to Essence Transport's operations or business activities, including, but not limited to, the names of suppliers, carriers, brokers, vendors, shippers, consignees and customers, the rates agreed to by the parties, pricing, Essence Transport's technical information, and the existence or terms and conditions of this Agreement. Carrier agrees to hold all such information in confidence and shall not use any such information other than for the benefit of Essence Transport or in performance of its obligations under this Agreement. Carrier agrees that this Section 0 shall survive the expiration or termination of this Agreement.

11. General Provisions

- 11.1 Independent Contractor Status. The relationship of Carrier to Essence Transport shall, at all times, be that of an independent contractor. None of the terms of this Agreement, or any act or omission of either party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the parties. Carrier shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. Carrier represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to Essence Transport.
- 11.2 Non-Exclusive; Volume Commitment. No minimum number of shipments or minimum volumes of Goods are required under this Agreement. Essence Transport makes no volume commitments and Carrier acknowledges that it is not relying upon any volume commitments from Essence Transport. This Agreement does not create an exclusive relationship between Carrier and Essence Transport, and Essence Transport shall not be required to use Carrier as its exclusive service provider.
- 11.3 Force Majeure. Neither Carrier nor Essence Transport shall be liable for any delay in performance if such delay arises from or relates to acts of God, war, terrorism, natural disasters, road accidents, closing of public highways, government interference, laws or regulations, strikes, civil disorder or any similar event or occurrence beyond the reasonable control of the affected party, making it inadvisable, illegal, or impossible to perform their obligations under this Agreement. Any party affected by a Force Majeure event shall promptly upon learning of such event give notice to the other party, stating the nature of the force majeure event, its anticipated duration, and all actions being taken to avoid or

minimize its effect. If a Force Majeure continues for more than three (3) days, Essence Transport may cancel Carrier's transportation services.

- 11.4 Governing Law, Jurisdiction and Venue. Subject to Section 7.6 hereinabove, the formation, validity, interpretation, execution, termination of and settlement of disputes under this Agreement, and any and all claims arising directly or indirectly from the relationship between Essence Transport and Carrier created by this Agreement shall be governed by the laws of the Province of Quebec, without reference to its conflicts of laws provisions. The parties consent to the jurisdiction of the Quebec courts and agree that any lawsuit relating to this Agreement or the services provided pursuant to this Agreement shall be brought only in the provincial courts located in Montreal, Province of Quebec. The prevailing Party in any dispute with respect to this Agreement or the services provided hereunder shall be entitled to recover its reasonable fees and expenses, including without limitation reasonable legal fees.
- 11.5 Entire Agreement; Amendments; Waiver. This Agreement, including its preamble, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof. Except as expressly provided herein, this Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties. No additional terms and conditions shall apply including, without limitation, terms set forth in any contract of carriage or bill of lading, without the prior written consent of a duly authorized Essence Transport representative. No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
- 11.6 No Assignment; Successors and Assigns. Carrier shall not assign or transfer this Agreement without the prior written consent of Essence Transport. Any attempted assignment in violation of the foregoing will be void. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns.
- 11.7 Survival. If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal, or unenforceable, any such provision shall be construed, to the extent possible, to be valid, legal and enforceable, and where not possible, shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been contained herein. Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.
- 11.8 Logo Use; Press Release. Carrier shall not use Essence Transport's name, logo or trademark in any public communication, including without limitation, press releases, advertising, marketing materials or web sites, or as a customer reference without the prior written approval of Essence Transport. In the event Carrier requests use of Essence Transport's name, logo, or trademark for any purpose, such use shall be governed by a separate written agreement between the parties.
- 11.9 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall constitute an original, but all together of which shall constitute but a single document.
- 11.10 Notices. Any notice must be in writing and either actually delivered by email (PDF format), bailiff, courier, nationally recognized overnight service, or deposited in the mail in registered or certified form, return receipt requested, postage prepaid, addressed to the receiving party at the address

stated below or to another address as the party may indicate by notice in accordance with this Section. Notice will be effective on the date that it is actually delivered.

If to Essence Transport Corp:

Essence Transport Corp
1077 St Mathieu St #205, Montreal, Quebec H3H 2S4

Attention: _____

Email: _____

If to Carrier:

(NAME) _____

(ADDRESS) _____

Attention: _____

Email: _____

11.11 Essence Transport's Compensation. Carrier shall not claim or demand, in whole or in part, any commissions earned by Essence Transport on shipments tendered hereunder. Essence Transport shall not be required to disclose the amount of its commission to Carrier, and Carrier shall not attempt to ascertain the amount of such commission from any person. This Section shall survive the termination of this Agreement.

11.12 Non-Solicitation.

11.12.1 During the term of this Agreement and for a period of one (1) year following its termination, for any reason whatsoever, Carrier shall not provide transportation services or related services to any of Essence Transport's customers for which Carrier has provided services under this Agreement, unless the shipments are tendered by Essence Transport. If Carrier breaches the foregoing requirement, then it shall be liable for and shall pay liquidated damages to Essence Transport equal to an amount representing twenty percent (20%) of its gross revenue for all shipments transported in violation of this Section;

11.12.2 During the term of this Agreement, and for a period of two (2) years following the termination of this Agreement, Carrier undertakes not to solicit for employment any employees of Essence Transport, except with the express written permission of Essence Transport; provided that the foregoing does not prohibit Carrier from pursuing employment discussions with or hiring an employee who responds to a general advertisement initiated by Carrier;

11.12.3 The Parties agree that the remedy provided in this Section is reasonable, and shall not limit or exclude any other rights and remedies available to Essence Transport. For purposes of enforcing this Section, Essence Transport shall have the right to inspect Carrier's records and books, during regular business hours, upon ten (10) days prior written notice. This Section shall survive the termination of this Agreement.

11.13 Precedence. The terms and conditions of this Agreement shall govern and supersede any agreement, terms and conditions that may be prescribed by Canadian and provincial laws or regulations, as well as any bills of lading, delivery receipts, Carrier confirmation forms or other shipping documents.

11.14 Language. The parties have expressly requested that this Agreement be drawn up in the English language only. *Les parties ont expressément requis que la présente Convention soit rédigée en langue anglaise seulement.*

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date by the duly authorized representatives of each Party named below.

ESSENCE TRANSPORT CORP:

CARRIER:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____



Dear

As a valued carrier with Essence Transport Corp., we would like to bring the SmartWay Program to your attention.

We are a SmartWay partner and have been very pleased with the benefits of being part of this program. SmartWay can help your company reduce your operating costs, fuel consumption and emissions. To date there are nearly 4000 companies in SmartWay including several Fortune 500 companies.

What is SmartWay and what are the benefits? SmartWay is a powerful, international network that benefits retailers, manufacturers, and logistic providers looking to reduce their carbon footprint by connecting them with fuel-efficient freight carriers to ship their goods. By becoming a SmartWay Partner, you join other firms that share the goal of saving fuel - and reducing greenhouse gas and air pollutant emissions.

There are many reasons a company may want to be a SmartWay Truck Carrier:

- Attract business from SmartWay shippers;
- Track and improve fuel efficiency.
- Reduce emissions and operating costs.
- Differentiate your business and qualify to use the SmartWay Partner logo.
- Demonstrate environmental stewardship to stakeholders.
- Make a positive contribution to your corporate culture.
- Play an important role in making the freight transportation supply chain more sustainable.

For more information on SmartWay please visit www.smartway.nrcan.gc.ca

Another benefit of being a SmartWay Partner is that you are provided with a Benchmark Report on a yearly basis that shows your performance in relation to your peers.

SmartWay is a voluntary program and there is no cost to you. They also have an array of FREE resources available to you to help you improve your fuel efficiency.

Please contact SmartWay with any questions that you may have at 1-855-322-1564 or by e-mail at NRCan.SmartWay.RNCan@canada.ca

We hope you will consider becoming a SmartWay Partner.



***** For your information only *****

**STANDARD TRADING CONDITIONS OF TRANSPORT
OF
ESSENCE TRANSPORT CORP**

These standard trading conditions between Essence Transport Corp ("Essence Transport") and motor carriers (the "Terms") apply to all shipments of commodities (the "Goods") for which Essence Transport retains the services of a motor carrier (the "Carrier").

Carrier, by agreeing to perform transportation or related services (the "Services"), is bound by these Terms and waives any and all rights and remedies that it may have according to law, that are contrary to specific provisions of these Terms.

1. **Essence Transport as Broker.** Carrier acknowledges that Essence Transport is a transportation broker duly registered as a transport service intermediary with the *Quebec Transport Commission* under number 9-C-31050-I I and as a Property Broker with the *Federal Motor Carrier Safety Administration* ("FMCSA") under docket number MC-01151691. Essence Transport is not a motor carrier or a freight forwarder and is responsible only for arranging transportation and related services of Goods, not for actually performing the Services.
2. **Carrier.** Carrier must be duly registered with at least one of the Canadian provincial transport authorities and/or licensed by the *Federal Motor Carrier Safety Administration* ("FMCSA") to provide the Services.
3. **Safety Rating.** By agreeing to perform Services, Carrier warrants that it does not have an "Unsatisfactory" safety rating as determined by any Canadian provincial transport authority or by the FMCSA.
4. **Scope.** These Terms apply to all shipments tendered to Carrier by Essence Transport or by third parties acting on behalf of Essence Transport.
5. **Services.**
 - 5.1 Carrier shall transport the Goods only by motor vehicle. Carrier shall provide equipment suitable for the safe transportation of Goods including if required, but not limited to, adequate and appropriate chains, dunnage, binders, straps and tarps to be used in such transportation.
 - 5.2 All Carrier personnel involved in loading, transporting, or unloading Goods shall be skilled and experienced in the transport of items similar to the Goods. Carrier shall have an opportunity prior to transport to notify Essence Transport in writing of any defect or objection with shipper's loading or securement of the Goods. Should Carrier fail to notify Essence Transport prior to commencement of Good transportation that it will be conclusively presumed, as between Carrier, shipper and Essence Transport, that Carrier is: (i) satisfied with respect to the loading and securing of the Goods on Carrier's motor vehicles, and (ii) solely responsible for the loading and securement of the Goods from pick up until delivery.
 - 5.3 Carrier shall transport, deliver and, as required and applicable, load and unload all Goods specified on each Carrier Confirmation in a safe and secure manner, which obligation includes, but may not be limited to, adequately securing trailers at all times, and ensuring that unauthorized parties do not access the Goods at any time, and, unless the shipment is "Shipper Load and Count", checking the count and condition of the Goods and ensuring that it is properly packaged and secured for transit. Carrier shall also: (i) conduct an inspection of all empty containers/trailers prior to loading; (ii) document all inspections; (iii) establish seal control, issuance, affixing, and verification policies with appropriate checks and balances; (iv) track driver movements throughout transportation; (v) establish access controls to all transported Goods; (vi) implement effective screening processes for all employees and/or contractors who handle Goods hereunder; and (vii) ensure that any vehicle used in the provision of Services hereunder can at all times, regardless of weight, commodity or dimension, be operated over any road, highway, bridge or route in compliance with Applicable Law (as defined herein). Carrier shall not leave a trailer unattended unless the trailer is left in a secured and locked facility with proper kingpin locks affixed. It is Carrier's sole responsibility to confirm that it may lawfully operate a loaded vehicle of any weight, commodity or dimension over any road, highway, bridge or route. Carrier shall be solely responsible for any fines, penalties or citations occurring as a result of operating a vehicle over any road, highway, bridge or route in violation of any applicable regulation, law or ordinance.
 - 5.4 Where Goods are shipped and the shipping conveyance is sealed by the shipper, Carrier shall ensure that the seal on the load remains intact from the time of pickup and loading until the Goods are delivered, and will comply with all other seal requirements, unless ordered otherwise by any governmental authority having jurisdiction over the Goods.
 - 5.5 Carrier's delivery of Goods shall be made with reasonable dispatch and occur according to the delivery dates or schedule given by Essence Transport in accordance with any Carrier Confirmation. 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 Essence Transport by its customers. Carrier shall immediately notify Essence Transport of any circumstances of which Carrier becomes aware that may affect Carrier's ability to maintain such delivery schedule.

6. **Harvested Produce.**

- 6.1 If Carrier is transporting harvested produce, Carrier is responsible for having the harvested produce pulped upon loading and marking the temperatures on the bill of lading. Moreover, Carrier must sign for correct case counts of harvested produce, as per the Carrier Confirmation. Carrier will be responsible for any overages and/or shortages.
- 6.2 Upon pick-up of the harvested produce, Carrier must ensure that at least one (1) temperature recorder is placed on the last pallet loaded, at eye level. For berries and cherries loads, two (2) temperature recorders are required. Reefer units must be running on continuous mode at all times and set at the temperature stated in the Carrier Confirmation.
- 6.3 Carrier is responsible of ensuring that the load is secured and that load locks and seals have been applied before leaving point of origin. Carrier must also inform Essence Transport of any broken seal during transit.
- 6.4 Carrier is responsible for pallets exchange, unless agreed otherwise in writing with Essence Transport.
- 6.5 Upon delivery, Carrier must send lumper receipts to the team at Essence Transport Corp by **email**.
- 6.6 All Carrier's equipment travelling in the state of California must comply with *ARB's TRU ATCM in-use performance standards*, *ARB's Tractor Trailer Greenhouse Gas Regulation* and *ARB's Truck and Bus Regulation*.

7. **Bill of Lading.**

- 7.1 Carrier shall issue, fully complete and sign (including the printed name of the driver) a bill of lading for all shipments. Such bill of lading shall detail the kind, quantity and condition of commodities received, Carrier's name, together with the shipper, consignee or owner of the property transported where applicable, and if known to Carrier. The terms and conditions of such bill of lading shall not modify, supplement or supersede the Terms, unless specifically agreed to by Essence Transport in a separate signed writing, apart from the bill of lading. Such bill of lading shall be prima facie evidence of receipt of the shipment in good order and condition by Carrier unless otherwise noted on the face of said document.
- 7.2 If Essence Transport is erroneously identified as the "carrier" on any bill of lading or other shipping document at the origin point or in the course of transit, such designation will not modify or amend the relationship between Essence Transport and the Carrier or the role of Essence Transport as a transport service intermediary or load broker.
- 7.3 The receipt or bill of lading, which may be prepared by Essence Transport or a shipper, shall serve only as a receipt for the Goods and not as the contract of carriage, nor as evidence of title. Except as specifically agreed to otherwise by the Parties in writing, all shipments accepted for transportation by Carrier, whether transported by Carrier or by any permitted interlining carrier, shall be governed solely by these Terms, and no provision of any other pre-printed publication or agreement, such as the bill of lading, shall apply. Where there is a contradiction between the terms of a Carrier Confirmation and any terms set out on the bill of lading relating to such shipment(s), Carrier agrees, if possible, in a timely fashion, to contact Essence Transport for instructions. Carrier must ensure that Carrier's name is clearly stated as the carrier of record on the bill of lading.
- 7.4 Carrier shall obtain an acknowledgement of delivery for all shipments tendered by Essence Transport, by notation on the bill of lading or any other delivery receipt, signed and dated by the consignee. Carrier shall submit an original copy of the bill of lading to Essence Transport evidencing delivery of the Goods, unless otherwise instructed by Essence Transport, in which case Carrier shall retain custody of the bill of lading and provide it to Essence Transport upon receipt.
- 7.5 The absence or loss of any bill of lading or delivery receipt shall not relieve the Carrier of its obligation and liabilities with respect to any Services provided by Carrier.

8. **Subcontracting.**

- 8.1 Carrier may not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of Goods hereunder to any other persons or entity conducting business under a different operating authority, without Essence Transport's prior written consent. If Carrier breaches this provision, Essence Transport may, at Essence Transport's option and without prejudicing any other right or remedy that Essence Transport may have, or Carrier's liability to Essence Transport hereunder, do any of the following: (i) pay any or all monies it owes Carrier directly to the delivering carrier, in lieu of payment to Carrier; (ii) withhold payment to Carrier until it obtains confirmation that delivering carrier has received full payment for its services.
- 8.2 Carrier shall not divert or reconsign any shipment except upon written instructions from Essence Transport. Carrier shall not accept instructions for diversion or consignment from any consignee without notice to Essence Transport, and written consent of Essence Transport.
- 8.3 To the extent Essence Transport permits Carrier to subcontract all or any portion of the Services provided hereunder, any use of subcontractors by Carrier will be viewed as if such Services were provided by Carrier directly. Carrier shall be and shall remain liable to Essence Transport pursuant to the Terms. Carrier is and at all times shall be solely responsible for its subcontractors and shall pay its subcontractors any and all charges or compensation, and shall remain responsible to Essence Transport for the full, proper, lawful and safe performance of the Services as though any subcontracted service had been performed directly by Carrier.

9. **Title to Goods.** Carrier shall not acquire title to any Goods, and shall not permit any agent or subcontractor to acquire title to the Goods.
10. **Delivery Failure, Delay and Accidents.**
- 10.1 In the event that Carrier becomes unable to deliver any shipment, in whole or in part, and/or in accordance with the time requirements imposed for any other reason than Force Majeure (as defined in Section 36 hereinafter), Carrier shall immediately notify Essence Transport, and Essence Transport shall have the right, but not the obligation, to provide alternative transportation for such shipment, or any required shipment of replacement goods, all at Carrier's expense. Carrier shall cooperate fully in the transfer of the shipment to a substitute carrier. Such transfer will relieve thereafter the Carrier of its obligations and liability hereunder, including, but not limited to, Carrier's liability for such shipment as set forth herein.
- 10.2 Carrier shall immediately notify Essence Transport, by telephone, facsimile, text of email of any accidents, spills, theft, hijacking or other events that impair the safe and prompt delivery of the Goods in its care, custody and control.
11. **Delivery Rejection.** In the event that the consignee rejects a shipment that Carrier has attempted to deliver, Carrier shall immediately notify Essence Transport, and Essence Transport shall provide Carrier with instructions respecting the disposition of such shipment. Unless specifically instructed by Essence Transport, Carrier shall not place such shipment in a warehouse or other storage, as long as Essence Transport provides Carrier with its written instructions respecting the disposition of the shipment, within forty-eight (48) hours after having received such notice from Carrier. The foregoing shall not be deemed to waive any of Essence Transport's rights or remedies with respect to Carrier's handling of such shipment. In no event may Carrier dispose or salvage the shipment without the written consent of Essence Transport.
12. **Driving Directions.** Any driving directions provided by Essence Transport on any Carrier Confirmation shall be for informational purposes only and shall not be relied upon by Carrier in performing its Services; provided, however, that Carrier may be required to comply with specific routing restrictions to protect Goods from damage, in which case Carrier shall comply with such specific routing restrictions. Carrier shall have sufficient information technology capabilities and resources to provide real-time shipment tracking to Essence Transport upon request. Carrier acknowledges that pick-up and delivery dates and hours will not require the Carrier to violate hours of service regulations.
13. **Goods Refrigeration and Temperature Control.** In the event that shipments tendered hereunder require specific temperature expectations, Carrier shall be solely responsible for (i) complying with the instructions regarding such temperature controlled shipments, (ii) ensuring that the temperature control units are properly operating and maintained at all times, and (iii) ensuring that the temperature settings are correct and in accordance with Essence Transport's requirements, as mentioned on the Carrier Confirmation. In the event that the Carrier arrives to pick-up a load which is to be temperature controlled, but it has not been provided with appropriate directions (e.g., the appropriate temperature setting), Carrier shall be responsible for obtaining appropriate instructions from Essence Transport prior to departure.
14. **Rates.**
- 14.1 Unless otherwise specified in writing by Essence Transport, all freight charges, costs, fees and expenses including accessorial charges, shall be set forth on the Carrier Confirmations. Freight charges and accessorial charges set forth on any Carrier confirmation shall constitute the total compensation for everything furnished, provided, or done by Carrier.
- 14.2 No shipment tendered to Carrier shall be subject to any fees, accessorial charges, or any additional rates or charges in excess of and/or in addition to the agreed rate set forth on a Carrier Confirmation, unless Essence Transport agrees in advance in writing to pay such additional amounts. Essence Transport shall confirm all accepted changes to a rate confirmation with a replacement Carrier Confirmation. Notwithstanding the foregoing, in the event of an emergency or "spot rate" load, rate modifications may be established or amended verbally, by fax or email; provided however, that both Carrier and Essence Transport promptly confirm such rate modification by fax or email;
- 14.3 Carrier authorizes Essence Transport to invoice its customers for freight charges on behalf of Carrier. However, Carrier agrees that Broker is solely responsible for payment of all freights charges to Carrier.
- 14.4 Carrier will promptly invoice Essence Transport for all applicable freight and accessorial charges and in all cases within thirty (30) days of such charges being incurred, or of the date of the delivery of the applicable shipment, whichever is earlier.
15. **Payment.**
- 15.1 Essence Transport will pay Carrier for Services rendered within thirty (30) days of receipt by Essence Transport of Carrier's invoice and proper documentation covering such transportation. Carrier must provide Essence Transport with copies of shipping documents, including imaged or original signed delivery receipts, as well as supporting receipts for pre-approved accessorial charges, as a condition for payment of Carrier's invoices. Carrier waives its right to collect accessorial charges if it fails to provide supporting receipts for such charges. For greater certainty, Essence Transport will not be liable for any late payment penalties that Carrier may impose except as expressly agreed in writing by Essence Transport ;
- 15.2 Carrier: (i) waives and relinquishes any and all rights to claim, demand, or seek payment from any person other than Essence Transport for any shipment tendered; (ii) agrees not to contact Essence Transport 's customers, beneficial owners, shippers, consignees or any party other than Essence Transport concerning payment for the Services rendered; (iii) appoints and designates Essence Transport as its agent for the purpose of invoicing and collecting freight charges; and (iv) agrees to indemnify, defend and hold Essence Transport , its customers, beneficial owners, shippers, and consignees harmless from any losses, harm, injuries, damages, claims, costs, expenses, and liabilities (including reasonable legal fees and other costs of litigation, including expert witness fees) (collectively, the "Damages"), arising from any claim or demand made by any of Carrier's subcontractor or other party for payment for Services related to a shipment tendered.
16. **Overcharges and Undercharges.** The time limit for filing overcharge and undercharge claims shall be ninety (90) days. No legal action may be brought by Carrier relating to a shipment or payment therefor unless brought within three (3) years after the date of such shipment.
17. **Maintenance of Records.** Carrier shall maintain complete, detailed and accurate records and other data applicable to its provision of transportation Services and billing for a period of no less than three (3) years from the date of delivery.

18. **Compensation.** Essence Transport may withhold and offset any compensation owed to Carrier: (i) on any occasion when a shipment tendered is lost, damaged, or delayed in transit; (ii) to satisfy any unpaid debt owed by Carrier to Essence Transport; or (iii) to satisfy any un-reimbursed advance made to Carrier, or on its behalf. Withholding and offsetting of compensation shall not allow, permit, or entitle Carrier to seek payment from Essence Transport's customers, beneficial owners, shippers, consignees, or any other third party.
19. **Compliance with Applicable Laws.**
- 19.1 Carrier must be duly and legally qualified and registered in accordance with, and shall provide its Services in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules, and ordinances including, but not limited to, those related to transportation and storage of hazardous materials, food or pharmaceutical grade Goods, and any environmental or emissions-related laws as well as any legislation and related programs designed to protect transportation activities from terrorist attacks, such as *Customs Trade Partnership Against Terrorism* ("**CTPAT**") and the *Free and Secure Trade* initiative (collectively, "**Applicable Law**"). In particular, but without limitation, Carrier shall observe and obey all laws, regulations, and rules pertaining to load securement, weight restrictions, speed limits, routing restrictions, hours of services, controlled substances testing, driver training and qualifications, vehicle inspection and/or safe operation of motor vehicles;
- 19.2 Upon receiving an "Unsatisfactory" or "Conditional" safety rating (or unfit safety rating issued by any regulatory authority with jurisdiction over Carrier's operations), or otherwise being prohibited by Applicable Law from performing the Services hereunder, Carrier shall immediately notify Essence Transport of such fact and should the safety rating be "Unsatisfactory", cease performing the Services until Carrier is once more in compliance and Essence Transport expressly permits Carrier to perform Services. Upon Essence Transport's request, Carrier shall provide proof of Carrier's compliance with Applicable Law by providing Essence Transport with all relevant documentation;
- 19.3 Carrier shall indemnify Essence Transport for any fines, costs, claims, liabilities or expenses that may incur and arise out of violations by Carrier of any Applicable Law during Carrier's performance of its Services.
20. **Licenses and Permits.** Carrier shall, at all times during the term of this Agreement, hold, secure, and maintain all licenses, permits, registrations, approvals, certificates, insurance, and financial assurances now or at any time hereafter required by any Applicable Law for the transportation of Goods hereunder or for any other Services to be provided by Carrier. Carrier shall provide copies of all such licenses, registrations, permits approvals and insurance to Essence Transport upon Essence Transport's request.
21. **Hazardous Materials Registration.** If Carrier transports any Goods that are defined as hazardous materials or dangerous goods under the Applicable Law ("**HazMat**"), Carrier shall first have obtained, and shall thereafter annually (or otherwise as required by Applicable Law) update or renew and maintain in effect, a valid and current HazMat registration, and maintain appropriate certification for all drivers who provide Services for such hazardous cargo. At Essence Transport's request from time to time, Carrier shall promptly provide to Essence Transport copies of such HazMat registration and current renewals and updates thereof.
22. **Hazardous Materials Qualifications.** If Carrier transports any HazMat under these Terms, Carrier hereby represents and warrants to Essence Transport that: (i) Carrier understand all currently known hazards and risks to human beings, property, and the environment associated with the transportation of such hazardous materials; (ii) Carrier is engaged in the business of, and has requisite expertise for, transporting HazMat; (iii) all of Carrier's employees and contractors who will be engaged in the transportation of HazMat hereunder have been fully trained as required by Applicable Law and have all permits, licenses, certificates, and approvals required by Applicable Law to perform Services hereunder relative to the transportation of HazMat; and (iv) Carrier has all permits, licenses, certificates, and approvals required under Applicable Law for the transportation of hazardous materials. By accepting any shipment of hazardous materials, Carrier warrants that it is licensed, qualified and certified to transport the shipment, and will use all proper and legally compliant equipment suitable to transport such specific HazMat in a safe and efficient manner. Except if resulting from the willful misconduct or gross negligence of Essence Transport or those other persons for whom Essence Transport is responsible at law, Carrier agrees to be responsible for any and all HazMat and environmental claims, clean up and remediation and the costs stemming therefrom that may arise from the willful misconduct or gross negligence of the Carrier, and of those persons for whom it is responsible at law, performing the Services hereunder.
23. **Drivers.**
- 23.1 Carrier shall provide only drivers possessing the proper licensing, training, skill and experience necessary for the safe and workmanlike transportation of Goods. Carrier shall also maintain adequate internal procedures to evaluate its drivers through pre-employment screenings, drug and alcohol testing (for international shipments), and ensure that Carrier's drivers are otherwise qualified under the FMCSA's regulations (if applicable).
- 23.2 Carrier shall: (i) have full control of its personnel, including all subcontractors; (ii) perform the Services as an independent contractor of, and not an agent or employee of, or joint venture with Essence Transport ; (iii) shall assume complete responsibility for all salaries, commissions, municipal, provincial, federal, 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 and any foreign equivalent) and any other financial obligations arising out of the Services provided or with respect to the persons engaged in the performance of the Services; and (iv) comply with all Applicable Law related thereto.
24. **Equipment.**
- 24.1 Carrier shall be solely responsible for supplying, carrying and maintaining all equipment necessary to carry out its obligations. Such equipment shall be in good, safe and efficient operating condition (which includes providing secure, clean, sanitary, dry, leak-proof, free-from-infestation or contamination, defect-free and odor-free trailers that have not previously hauled waste products), in compliance with any and all Applicable Law, shall be suitable and properly configured to safely load, transport, and unload the shipments specified on each Carrier Confirmation (including any special requirements related thereto), and shall be registered, licensed, insured and , if applicable, identified under Carrier's, or one of its affiliate's, own name and, if applicable, U.S. DOT number.
- 24.2 Carrier shall bear the costs and expenses of all fuel, oil, tires, parts, road services, maintenance and repairs, licences, taxes and tolls in connection with the use and operation of the equipment and which may be required to keep the equipment in good repair and mechanical condition. Essence

Transport will not be liable to Carrier for any damage sustained by or to Carrier's equipment or for loss by complication or seizure or Carrier's equipment by any public authority.

25. **Non-owned Trailers.** If Carrier is required to haul a trailer that is owned by Essence Transport's customer (the "Non-owned Trailer"), the following terms will apply:
- 25.1 Carrier must: (i) inspect the Non-owned Trailer upon taking possession of same; (ii) complete and sign the inspection report provided by Essence Transport; and (iii) send same to the team at Essence Transport Corp by **email**;
 - 25.2 Carrier shall not use the Non-owned Trailer for any purpose other than the carrying out of the Services as per these Terms;
 - 25.3 Carrier will be responsible for all losses and damages caused to the Non-owned Trailer while in its possession, care and control;
 - 25.4 Prior to taking possession of the Non-owned Trailer, Carrier must provide Essence Transport with an insurance certificate attesting that it maintains proper insurance coverage for the Non-owned Trailer, such as a QEF-27 endorsement or other similar endorsement having the same coverage;
 - 25.5 Carrier hereby releases and agrees to defend, hold harmless and indemnify Essence Transport, the owner of the Non-owned Trailer and their respective insurers from and against any and all loss, damage, liability, cost or expenses suffered by any of them and arising out of the Carrier having control or possession of the Non-owned Trailer during the performance of any transport movement.
26. **Carrier's Minimum Insurance Requirements.**
- 26.1 Carrier shall procure and maintain in force, at its own expense, the following types of insurance issued by reputable insurers domiciled in the United States of America or Canada:
 - (i) Automobile liability insurance on any owned, non-owned or hired vehicles covering bodily injury, including death, and property damage and loss with limits of not less than CAD\$1,000,000 per occurrence, and limits of not less than CAD\$5,000,000 per occurrence when Carrier is transporting HazMat. Carrier's automobile liability insurance shall contain a pollution liability endorsement;
 - (ii) Comprehensive general liability insurance covering bodily injury, including death, and property damage with minimum limits of not less than CAD\$1,000,000 for any one accident, disaster or occurrence, and CAD\$2,000,000 in the aggregate. Carrier's general liability insurance shall (i) be "primary" and "non-contributory", and (ii) name Essence Transport as additional insured via endorsement;
 - (iii) All-risk cargo insurance in the minimum amount of CAD\$100,000. Where Carrier is providing or using equipment designed for refrigerated, heated, or other temperature controlled services, such insurance shall contain an endorsement insuring against the mechanical breakdown of such refrigerated, heated, or other temperature controlled equipment, and against driver error; such insurance shall include no exclusions likely to result in denial of coverage for shipments handled including, but not limited to, exclusions for electronics, perishable commodities unattended vehicle or from a trailer detached from the power unit, reefer malfunction, lack of reefer fuel, or failure to set or maintain the appropriate temperature;
 - (iv) Worker's Compensation insurance at statutory limits in accordance with the laws of the State or province in which Carrier is located, fully covering all Carrier personnel performing any Services;
 - (v) Employer's liability coverage with minimum limits or not less CAD\$1,000,000 per occurrence.
 - 26.2 Carrier shall furnish to Essence Transport copies of Carrier's certificates of insurance obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation of the policies shall be given to Essence Transport at least thirty (30) days prior to such cancellation. In addition, Essence Transport shall be named as additional insured on Carrier's general liability policy, and as loss payees on the cargo liability policy as evidenced by an endorsement on the certificates of insurance. Upon Essence Transport's request, Carrier shall provide Essence Transport with copies of the applicable insurance policies. Where Carrier is self-insured, Carrier will provide written proof to Essence Transport of the approval of the governmental agencies of such self-insurance, and financial statements or other financial information upon Essence Transport's request from time to time.
 - 26.3 The cargo liability insurance policy maintained by Carrier shall not exclude coverage for infidelity, fraud, dishonesty or criminal acts of the Carrier, its employees, agents, officers or directors ("**Employee Dishonesty**") and shall not have any limits of liability or exclusions on the insurance policy for: (i) less than the insured amount or full actual value of the Goods, whichever is higher, or (ii) commodities and terms and conditions shown on the Carrier Confirmation(s) specific to the shipment or series of shipments. In the event that Carrier's cargo policy cannot be endorsed to exclude coverage for Employee Dishonesty, Carrier shall obtain and maintain a separate crime insurance policy to ensure similar coverage.
27. **Liability for Loss.** Subject to the limitations of liability set forth hereunder and to the provisions of Section 31 hereinafter, Carrier shall, at its sole expense, take reasonable care in its handling, transporting and, when necessary, storing of all Goods. Carrier shall be liable to Essence Transport for any and all damages resulting from any "Loss" of Goods transported. Carrier's liability shall begin with the loading of the Goods on Carrier's equipment at the point of origin and shall continue until the Goods are delivered to Essence Transport's designated recipient. As between Carrier and Essence Transport, Carrier assumes all risk of securing Goods to Carrier's motor vehicles and all liabilities and obligations arising out of the failure to do so or the shifting or movement for any reason of the load of Goods on such motor vehicles. Carrier shall be liable to Essence Transport's customer, or to Essence Transport, as assignee of the claim, for loss or theft of, and damage to shipments, and for delayed deliveries. However, Carrier shall not be liable for loss, damage, or delay caused solely by Force majeure (as defined in Section 36 hereinafter), or the negligence of Essence Transport or its customer, in which case Carrier shall have burden of proving applicability of the exception. Carrier's maximum liability for Loss or damage shall be the full actual value of each shipment transported hereunder, which shall be the vendor's invoice price of the Goods comprising the shipment at the place and time of shipment, plus the freight and other costs if so paid. No released value or other limitation of liability shall be valid or enforceable against Essence Transport or its customers unless expressly agreed to by Essence Transport in a signed writing separate from any bill of lading or, other delivery receipt issued by Carrier. The limit set by Carrier's cargo insurance shall not limit, or be deemed to limit, Carrier's liability on any shipment accepted. As used herein, "Loss" means (i) any damage, shrink, loss, destruction, delay, or mysterious disappearance

of any Good, or (ii) any circumstance that renders a Good in a condition where the Good's value or marketability is lost or reduced in any material respect. Each party hereto shall promptly notify the other party of any claims of damage or Loss of which it becomes aware.

28. **Loss Procedures.** Carrier shall return all damaged Goods at its expense to the point of origin or to other points as instructed by Essence Transport for the purpose of inspection and mitigation of damages. All costs for such return shall be solely borne by Carrier. Within thirty (30) days of receiving a claim from Essence Transport or its customer for loss, theft, damage, or delay, 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
29. **Concealed Damage.** Claims based on a concealed loss or damage reported to Carrier within fifteen (15) days of the date of delivery shall be treated by Carrier as though an exception notation had been made on the delivery receipt at the time of delivery.
30. **Labeled Goods.** In the event branded or labeled Goods are damaged, Essence Transport's customer may decide, in its sole discretion, whether the Goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be deducted from the amount of the claim against Carrier. If Carrier pays the full, actual value of the damaged Goods and requests possession of the Goods for salvage, then customer shall have the right to remove all identifying marks or labels. Alternatively, the Goods shall be permanently marked as "damaged" or similarly noted, in which case neither Essence Transport nor its customer shall bear any cost or expense of such notation.
31. **U.S. Domestic Shipments.** For U.S. domestic shipments only, Carrier shall be liable for Loss to any Goods shipped hereunder in accordance with the terms of 49 U.S.C. § 14706 (the "Carmack Amendment") and 49 CFR Part 370. Said provisions shall be the exclusive remedy for any claim for Loss of Goods transported during a U.S. domestic shipment.
32. **Carrier's Indemnification.** Carrier shall indemnify, defend, and hold Essence Transport, its affiliated entities, customers, beneficial owners, shippers and consignees, and their respective officers, directors, employees and agents, harmless from and against any and all Loss arising from, or in connection with: (i) Carrier's breach of its obligations hereunder, (ii) the Services provided by Carrier, its employees, agents, and subcontractors, unless resulting exclusively from Force majeure (as defined in Section 36 hereinafter), or the gross negligence or willful misconduct of Essence Transport or its customer; (iii) injuries to or the death of any person or persons; and (iv) loss or damage to the business or property of any person or persons, including the property of Essence Transport.
33. **Absence of Lien.** Carrier shall have no lien on any shipment, freight or property of Essence Transport or any of its customers, shippers, beneficial owners or consignees. If, notwithstanding the foregoing, the Carrier asserts a lien, Carrier shall pay the actual cost of replacing the Goods against which the lien is asserted, inclusive of transportation costs, legal fees, bond and surety costs and all other costs incidental to actions to recover possession and clear title to and use of any Goods subject to a lien.
34. **Non-Disclosure of Information.** Carrier agrees to keep confidential any information provided to it by Essence Transport relating to Essence Transport's operations or business activities, including, but not limited to, the names of suppliers, carriers, brokers, vendors, shippers, consignees and customers, the rates agreed to by the parties, pricing, Essence Transport's technical information, and the existence or terms and conditions of this Agreement. Carrier shall hold all such information in confidence and shall not use any such information other than for the benefit of Essence Transport or in performance of its obligations hereunder.
35. **Independent Contractor Status.** The relationship of Carrier to Essence Transport shall, at all times, be that of an independent contractor. Carrier shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder.
36. **Force Majeure.** Neither Carrier nor Essence Transport shall be liable for any delay in performance if such delay arises from or relates to acts of God, war, terrorism, natural disasters, road accidents, closing of public highways, government interference, laws or regulations, strikes, civil disorder or any similar event or occurrence beyond the reasonable control of the affected party, making it inadvisable, illegal, or impossible to perform their obligations under this Agreement. Any party affected by a Force Majeure event shall promptly upon learning of such event give notice to the other party, stating the nature of the force majeure event, its anticipated duration, and all actions being taken to avoid or minimize its effect. If a Force Majeure continues for more than three (3) days, Essence Transport may cancel Carrier's Services.
37. **Logo Use; Press Release.** Carrier shall not use Essence Transport's name, logo or trademark in any public communication, including without limitation, press releases, advertising, marketing materials or web sites, or as a customer reference without the prior written approval of Essence Transport.
38. **Non-Solicitation.**
 - 38.1 For a period of one (1) year following the execution by Carrier of the last transport movement tendered by Essence Transport, Carrier shall not provide transportation services or related services to any of Essence Transport's customers for which Carrier has provided Services pursuant to a Carrier Confirmation's, unless the shipments are tendered by Essence Transport. If Carrier breaches the foregoing requirement, then it shall be liable for and shall pay liquidated damages to Essence Transport equal to an amount representing twenty percent (20%) of its gross revenue for all shipments transported in violation of this Section. For purposes of enforcing this Section, Essence Transport shall have the right to inspect Carrier's records and books, during regular business hours, upon ten (10) days prior written notice.
 - 38.2 For a period of two (2) years following the execution by Carrier of the last transport movement tendered by Essence Transport, Carrier shall not solicit for employment any employees of Essence Transport, except with the express written permission of Essence Transport; provided that the foregoing does not prohibit Carrier from pursuing employment discussions with or hiring an employee who responds to a general advertisement initiated by Carrier.
39. **Governing Law, Jurisdiction and Venue.** Subject to Section 31 hereinabove, the Terms, and any and all claims arising directly or indirectly from the relationship between Essence Transport and Carrier created by these Terms, shall be governed by the laws of the Province of Quebec, without reference to its conflicts of

laws provisions. Any lawsuit relating to the Services provided pursuant to any Carrier Confirmation shall be brought only in the provincial courts located in Montreal, Province of Quebec.

40. **Precedence.** The terms and conditions of these Terms shall govern and supersede any agreement, terms and conditions that may be prescribed by Canadian and provincial laws or regulations, as well as any bills of lading, delivery receipts, Carrier confirmation forms or other shipping documents.