



CBP GLOBAL FREIGHT SOLUTIONS

STANDARD TERMS & CONDITIONS / STANDARD TRADING CONDITIONS

1. Application of Conditions

These Standard Terms and Conditions / Standard Trading Conditions apply to all transportation, logistics, freight brokerage, freight management, consulting, and related services arranged, coordinated, quoted, or provided by CBP Global Freight Solutions ("CBP," "the Company," "we," "us," or "our").

By requesting a quotation, booking a shipment, issuing instructions, tendering freight, accepting services, paying an invoice, or otherwise engaging CBP, the Customer/Shipper agrees to be bound by these Conditions, whether or not the Customer signs a separate copy of these Conditions.

Any conflicting terms contained in a Customer purchase order, bill of lading, shipping instruction, tender document, portal document, or other communication shall not apply unless expressly accepted in writing by an authorized representative of CBP.

2. Definitions

Term	Meaning
Company	CBP Global Freight Solutions.
Conditions	These Standard Terms and Conditions / Standard Trading Conditions.
Customer or Shipper	Any party at whose request, on whose behalf, or for whose benefit CBP provides or arranges services, including shippers, consignees, receivers, brokers, freight forwarders, beneficial cargo owners, or any third party responsible for payment.
Carrier	Any motor carrier, rail carrier, ocean carrier, air carrier, courier, warehouse provider, drayage provider, or other third-party service provider engaged to physically transport, handle, store, or deliver goods.
Goods or Property	Cargo, freight, equipment, machinery, materials, products, packaging, containers, pallets, crates, or related items tendered for transportation or logistics services.
Instructions	The Customer's shipment requirements, directions, documents, or service requests provided to CBP.
Services	Transportation arrangement, freight brokerage, logistics coordination, carrier sourcing, dispatch support, tracking, documentation support, freight consulting, managed transportation, or related services performed or arranged by CBP.
Dangerous Goods	Goods defined as dangerous, hazardous, regulated, flammable, radioactive, toxic, explosive, or controlled under applicable Canadian, U.S., provincial, state, federal, or international law.

3. Company's Role and Responsibilities

CBP operates as a third-party logistics provider and transportation intermediary. CBP's responsibility is limited to arranging for transportation and related logistics services through qualified, licensed, and insured third-party carriers or service providers.

CBP does not physically transport, possess, store, load, unload, or take custody or control of the Goods unless expressly agreed in writing.

CBP is not a motor carrier, warehouseman, insurer, customs broker, or guarantor of delivery unless specifically stated in a separate written agreement.

CBP shall perform its services with reasonable care and commercial diligence. CBP does not guarantee pickup dates, delivery dates, transit times, routing, carrier availability, or equipment availability unless expressly guaranteed in writing.

CBP may depart from the Customer's Instructions where reasonably necessary due to operational, legal, safety, route, carrier, border, weather, or other circumstances, without assuming additional liability.

4. Customer/Shipper Responsibilities

The Customer is responsible for providing full, accurate, timely, and executable Instructions.

The Customer warrants that it is either the owner of the Goods or is authorized by the owner to arrange transportation and accept these Conditions.

The Customer is responsible for accurate pickup and delivery details, contacts, commodity description, piece count, weight, dimensions, declared value where applicable, packaging, loading and unloading requirements, customs documents, Dangerous Goods declarations, permit or escort requirements, and all special handling instructions.



The Customer warrants that all Goods are properly packaged, prepared, loaded, blocked, braced, secured, marked, labelled, and documented for the intended transportation.

CBP is not responsible for loss, damage, delay, fines, rejected shipments, refused delivery, customs issues, or additional costs caused by inaccurate, incomplete, late, misleading, or non-executable Instructions.

5. Proof of Delivery and Shipping Documents

Where required, CBP may assist in obtaining proof of pickup or proof of delivery from the Carrier.

The insertion of CBP's name on a bill of lading, delivery receipt, customs document, packing slip, purchase order, or other document is for convenience only and does not change CBP's status as a third-party logistics provider or transportation intermediary.

The Customer is responsible for ensuring that all shipping documents accurately describe the Goods, weight, dimensions, quantity, destination, consignee, and special requirements.

6. Quotations, Rates, Billing, and Payment

CBP will invoice the Customer in accordance with spot quotations, rate confirmations, tariff agreements, written service agreements, or other accepted pricing.

All quotations are based on the information provided at the time of quoting and may be revised if actual shipment details differ from the original information provided.

Rates may be adjusted for changes including weight, dimensions, commodity, equipment type, locations, additional stops, waiting time, detention, layover, fuel surcharge, border delays, customs delays, permits, escorts, storage, re-delivery, truck ordered not used, cancellations, accessorial charges, carrier-imposed charges, or market changes beyond CBP's reasonable control.

Unless otherwise stated, quotes do not include duties, taxes, customs charges, storage, detention, demurrage, inspections, fines, penalties, permits, escorts, or additional services.

The Customer agrees to pay CBP's invoices within the payment terms stated on the invoice, without deduction, withholding, counterclaim, or set-off. The Customer remains responsible for payment regardless of whether it has been paid by its own customer, consignee, receiver, vendor, or third party.

7. Carrier Selection and Conditions of Carriage

CBP will use reasonable commercial efforts to engage qualified carriers based on authority, insurance, availability, equipment, service area, safety profile, pricing, and operational suitability.

The contract of carriage may be subject to the Carrier's bill of lading, tariff, applicable legislation, international convention, or compulsory transportation law.

For ground transportation by motor carrier in Canada, carrier liability may be subject to applicable provincial or federal uniform bill of lading terms and conditions, including limitations of liability.

Unless a higher value is properly declared and accepted in writing, Canadian motor carrier liability may be limited to \$2.00 per pound / \$4.41 per kilogram, calculated on the weight of the shipment or affected goods, subject to applicable law, bill of lading terms, tariff, and carrier conditions.

Declaring a value on a commercial invoice, packing slip, purchase order, customs document, or internal document does not automatically increase carrier liability or create cargo insurance.

8. Cargo Insurance / Additional Insurance

CBP is not an insurer of Goods.

Carrier cargo liability is not the same as cargo insurance and may be subject to legal limits, exclusions, deductibles, policy conditions, tariffs, and bill of lading terms.

If the Customer requires cargo insurance beyond the liability normally maintained by the Carrier or CBP, the Customer must provide written Instructions to CBP, separate from the bill of lading, requesting such insurance within a reasonable time before pickup.

CBP may, but is not obligated to, assist in arranging additional cargo insurance on behalf of the Customer. Any such insurance is subject to availability, insurer approval, policy wording, exclusions, deductibles, declared value, premium payment, and written confirmation.

CBP shall not be liable if the Customer fails to recover a loss in whole or in part from an insurer, even if CBP assisted in arranging coverage.



9. Dangerous Goods and Restricted Goods

The Customer shall not tender Dangerous Goods or restricted goods without providing full written disclosure to CBP before shipment acceptance.

The Customer is responsible for ensuring all Dangerous Goods are properly classified, packaged, marked, labelled, documented, placarded, and tendered in compliance with all applicable laws and regulations.

CBP may refuse, cancel, suspend, or discontinue service for any shipment that is improperly documented, unsafe, unlawful, restricted, or unsuitable for transportation.

The Customer shall indemnify CBP against all claims, losses, damages, fines, penalties, cleanup costs, legal fees, and expenses arising from Dangerous Goods or the Customer's failure to properly disclose, classify, package, label, mark, or document the Goods.

10. Claims

The Customer must notify CBP immediately of any cargo loss, damage, shortage, delay, or service issue.

Visible damage or shortage must be noted on the Carrier's delivery receipt, bill of lading, or proof of delivery at the time of delivery. Concealed damage must be reported as soon as discovered and within the shortest applicable time required by the Carrier, insurer, or applicable law.

A cargo claim must be submitted in writing and supported by all relevant documentation, including the bill of lading, proof of delivery, photos, commercial invoice, packing list, repair estimate, inspection report, salvage report, written claim statement, paid freight bill where required, and any other documents reasonably requested.

CBP does not assume liability for cargo loss, damage, or shortage caused by the Carrier, Customer, shipper, consignee, receiver, customs authority, government authority, or other third party. Where requested, CBP may assist the Customer in pursuing a claim with the responsible Carrier, but such assistance does not make CBP liable for the claim.

Filing a claim does not relieve the Customer from paying freight charges. Freight invoices must be paid in full and may not be withheld, deducted, or offset against any claim unless expressly agreed in writing by CBP.

11. Limitation of Liability

CBP's liability, if any, shall be limited to the amount recoverable from the responsible Carrier or service provider, unless otherwise required by applicable law.

CBP shall not be liable for indirect, consequential, special, incidental, punitive, or economic damages, including loss of profit, loss of market, loss of production, business interruption, loss of customer relationship, penalties, chargebacks, late fees, shutdown costs, missed appointments, or consequential operational costs.

CBP shall not be liable for loss, damage, delay, additional charges, penalties, or claims caused by acts or omissions of the Customer, improper packaging or loading, incorrect shipment information, customs delays, border delays, weather, road closures, traffic, accidents, inspections, government action, carrier delay, mechanical breakdown, labour disruption, force majeure, or events beyond CBP's reasonable control.

12. Indemnification

The Customer agrees to defend, indemnify, and hold harmless CBP, its directors, officers, employees, agents, contractors, and representatives from and against all claims, losses, damages, liabilities, penalties, fines, costs, expenses, and legal fees arising from the Customer's breach of these Conditions, inaccurate or late Instructions, improper packaging, loading, marking, labelling or documentation, Dangerous Goods, customs or regulatory non-compliance, third-party claims, unpaid freight, duties, taxes, charges, accessorial, or acts or omissions of the Customer, shipper, consignee, receiver, or their representatives.

13. Right of Detention and Lien

CBP shall have a particular and general lien and right of detention over Goods, documents, records, and related property in its possession or control for all amounts owing by the Customer, shipper, consignee, receiver, or owner of the Goods.

This lien applies to amounts owing in relation to the specific shipment and to any general balance owed to CBP, whether due or not.

If amounts remain unpaid after written notice, CBP may, to the extent permitted by law, arrange for the Goods to be stored, held, sold, or otherwise dealt with at the Customer's expense. The Customer remains liable for any deficiency after application of net sale proceeds.



14. Refused, Undeliverable, or Delayed Shipments

If Goods are refused, rejected, delayed, held, or cannot be delivered for reasons beyond CBP's control, the Customer is responsible for all related costs, including storage, detention, re-delivery, return freight, disposal, handling, layover, waiting time, and administrative charges.

CBP may take reasonable steps to protect the Goods but shall not be liable for loss, damage, depreciation, delay, or additional charges arising from refused, delayed, or undeliverable shipments.

15. Set-Off and Counterclaim

The Customer shall pay all amounts due to CBP without deduction, withholding, counterclaim, deferment, or set-off.

No claim, cargo dispute, service issue, penalty, chargeback, or alleged loss shall relieve the Customer of its obligation to pay freight and related charges when due.

16. Time Bar

Unless otherwise required by applicable law, CBP shall be discharged from all liability unless legal proceedings are commenced within nine months from the date of delivery for claims involving damage; the date the Goods should have been delivered for claims involving loss or delay; or the date of the alleged act or omission for any other claim.

No claim may be brought against CBP after expiry of the applicable limitation period.

17. Independent Contractor

CBP acts as an independent contractor. Nothing in these Conditions creates a partnership, joint venture, employer-employee relationship, agency relationship, or fiduciary relationship between CBP and the Customer.

CBP is not the agent of the Carrier, Customer, shipper, consignee, receiver, or owner of the Goods unless expressly agreed in writing.

18. Non-Solicitation of Carriers

The Customer shall not knowingly solicit, engage, contract with, or use any Carrier introduced by CBP for a period of twelve months from the date of introduction or last shipment, unless CBP provides written consent.

If the Customer breaches this provision, CBP reserves the right to claim damages, lost profit, and any other remedy available by law.

19. Confidentiality

All rates, quotations, pricing, carrier information, vendor information, customer information, processes, documents, and business information provided by CBP are confidential.

The Customer shall not disclose such information to any third party except where required by law or with CBP's written consent.

20. Force Majeure

Neither CBP nor the Customer shall be liable for failure or delay in performance caused by events beyond reasonable control, including fire, flood, severe weather, natural disaster, war, terrorism, embargo, riot, civil unrest, labour dispute, strike, border disruption, government action, pandemic, public health restriction, road closure, accident, equipment shortage, fuel shortage, cyber event, carrier failure, or any other cause beyond reasonable control.

The affected party shall use reasonable efforts to resume performance as soon as commercially practical.

21. Non-Waiver

Failure by CBP to enforce any term of these Conditions shall not constitute a waiver of that term or any other term. Any waiver must be in writing and signed by an authorized representative of CBP.

22. Severability and Survival

If any provision of these Conditions is found invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

All rights, obligations, limitations of liability, payment obligations, indemnities, confidentiality provisions, and claim limitations shall survive completion or termination of services.



23. Electronic Communications and Online Acceptance

The Customer agrees that electronic communications, including website terms, emails, electronic signatures, digital rate confirmations, electronic bills of lading, online forms, portals, and electronic shipment instructions, may be used to form binding agreements.

The Customer's electronic acceptance, email approval, shipment tender, rate confirmation approval, payment, or continued use of CBP's services constitutes acceptance of these Conditions.

Posting these Conditions on CBP's website and referencing them in customer-facing communications is intended to provide notice that all services are subject to these Conditions.

24. Governing Law and Jurisdiction

These Conditions shall be governed by the laws of the Province of Ontario and the applicable federal laws of Canada.

The parties agree that any dispute arising from or relating to these Conditions or CBP's services shall be subject to the courts of Ontario, unless otherwise required by applicable transportation law.

25. Entire Agreement

These Conditions, together with any written quotation, rate confirmation, credit application, service agreement, tariff, or other written document issued by CBP, form the entire agreement between CBP and the Customer regarding the services.

Any conflicting terms in a Customer purchase order, bill of lading, tender document, shipment instruction, or other document shall not apply unless expressly accepted in writing by CBP.

26. Customer Acknowledgement and Acceptance

By signing below, or by requesting, booking, confirming, tendering, accepting, or paying for services from CBP Global Freight Solutions, the Customer acknowledges that it has received or been given access to these Conditions, has had the opportunity to review them, and agrees to be bound by them.

These Conditions apply to all current and future quotations, rate confirmations, shipment bookings, tenders, bills of lading, invoices, communications, and services arranged by CBP Global Freight Solutions, unless otherwise agreed in writing by an authorized representative of CBP.



CUSTOMER ACKNOWLEDGEMENT AND ACCEPTANCE

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By signing below, the Customer/Shipper confirms that it has received, reviewed, understands, and agrees to be bound by CBP Global Freight Solutions' Standard Terms & Conditions / Standard Trading Conditions. The Customer/Shipper further confirms that these Conditions apply to all current and future services arranged, coordinated, quoted, or provided by CBP Global Freight Solutions, unless otherwise agreed in writing by an authorized representative of CBP.

The Customer/Shipper acknowledges that CBP Global Freight Solutions acts as a third-party logistics provider/transportation intermediary, is not an insurer of goods, and that any request for additional cargo insurance must be made separately in writing before shipment pickup and confirmed in writing.

Customer / Shipper Information

Legal Company Name:	
Operating Name (if different):	
Address:	
Phone / Email:	
Primary Contact:	

Authorized Acceptance

Authorized Signatory Name:	
Title:	
Signature:	
Date:	
Witness Name (optional):	
Witness Signature (optional):	

Recommended internal use: Attach this signed acknowledgement to the customer credit file/onboarding file and continue referencing the Standard Trading Conditions on quotes, rate confirmations, invoices, email footers, and the CBP website.