

C.H. Robinson Worldwide Canada, Ltd. Freight Forwarding Standard Trading Terms and Conditions

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C.H. Robinson Worldwide Canada, Ltd. will accept business subject to the following terms and conditions which no agent or employee of C.H. Robinson Worldwide Canada, Ltd. has the authority to alter or vary. Attention is specifically drawn to the clauses hereof which exclude or limit C.H. Robinson Worldwide Canada, Ltd.'s liability and those which provide that C.H. Robinson Worldwide Canada, Ltd. is to be indemnified in certain circumstances.

1. ROLE OF C.H. ROBINSON WORLDWIDE CANADA, LTD.

C.H. Robinson Worldwide Canada, Ltd. offers its services to its customers (the "Customer") on the basis of these conditions that apply to all of its activities in arranging transportation or providing related services (the "Conditions"). C.H. Robinson Worldwide Canada, Ltd. may, depending on the circumstances, provide its services as either principal or agent. For greater certainty, C.H. Robinson Worldwide Canada, Ltd. acts as agent of the Customer, except

- where it issues a bill of lading or other transport document or electronic record evidencing its obligation for the carriage of goods, or
- to the extent it physically handles goods by its own employees and equipment in the course of performing any service

In which cases it acts as principal. It is understood and agreed, however, that whether acting as principal or as agent, these conditions govern the rights and liabilities of the Customer and of C.H. Robinson Worldwide Canada, Ltd. save to the extent otherwise provided by virtue of any legislation, regulation or international convention that would be applicable in the event that C.H. Robinson Worldwide Canada, Ltd. acts as principal.

Advice and information that is not related to instructions accepted by C.H. Robinson Worldwide Canada, Ltd. is provided gratuitously and without liability. Advice is for the Customer only and is not to be furnished to any other party without prior written consent.

2. CLAIMS AGAINST OTHERS (HIMALAYA CLAUSE)

The Customer specifically agrees that these Conditions also apply whenever any claim is made against any employee, agent or independent contractor engaged by C.H. Robinson Worldwide Canada, Ltd. to perform any transport or related service for the Customer's goods, whether such claims are founded in contract or in tort, and the aggregate of C.H. Robinson Worldwide Canada, Ltd.'s liability and all such persons, who shall be entitled to invoke the immunities and limitations contained in these Conditions, shall not exceed the limitations of liability set forth therein. For purposes of this clause, C.H. Robinson Worldwide Canada, Ltd. acts as agent for all such persons who may ratify such agency at any subsequent time.

3. ROLE AS AGENT

When requested by an agent, C.H. Robinson Worldwide Canada, Ltd. acts solely on behalf of the Customer in engaging the services of third parties on the usual terms and conditions on which the third parties offer such services for the carriage, storage, packing or handling of any goods, or for any other service in relation to them, thereby establishing a direct contract between the Customer and the provider of such services capable of being enforced by the Customer as principal, whether or not the Customer is identified in the contract. On demand by the Customer, C.H. Robinson Worldwide Canada, Ltd. shall provide evidence of any contracts made on its behalf.

4. OTHER SERVICES

When requested by the Customer C.H. Robinson Worldwide Canada, Ltd. may issue a bill of lading or other transport document or electronic record by which it, as principal, undertakes the carriage of particular goods. Where it issues a bill of lading or other transport document or electronic record, or provides a guarantee, C.H. Robinson Worldwide Canada, Ltd.'s rights and obligations will be governed by the Special Conditions herein in addition to these Conditions. In the event of any inconsistency between the two, the Special Conditions shall prevail.

5. SPECIAL CONDITIONS

- When C.H. Robinson Worldwide Canada, Ltd. issues any transport document or bill of lading as carrier, the "customer" shall include C.H. Robinson Worldwide Canada, Ltd.'s customer and the owner of the goods, the shipper, the consignee, the receiver, and the holder of the transport document or bill of lading, all of whom C.H. Robinson Worldwide Canada, Ltd.'s customer warrants that it has the authority to contract on their behalf.
- C.H. Robinson Worldwide Canada, Ltd.'s liability as carrier under any transport document or bill of lading shall not exceed the liability of the independent contractor which C.H. Robinson Worldwide Canada, Ltd. engages to perform any transport or any related service for the Customer's goods, and C.H. Robinson Worldwide Canada, Ltd. shall have the benefit of any exclusion, limitation, immunity from liability contained in the independent contractor's transport document or bill of lading, as the case may be.

6. SERVICES REQUIRING SPECIAL ARRANGEMENTS

The Customer must give instructions to C.H. Robinson Worldwide Canada, Ltd. in writing a reasonable time prior to the tender of goods for storage or transport where it requests C.H. Robinson Worldwide Canada, Ltd. to:

- arrange for the departure or arrival of goods before specific dates;
- arrange for goods to be carried, stored or handled separately from other goods;
- arrange for the transport of goods that may taint or affect other goods, or may harbour or encourage vermin or pests;

- make a declaration of value or special interest in delivery to any carrier or terminal;
- direct carriers or delivery agents to hold goods until payment of any amount or until surrender of a document;
- arrange for the transport of goods of unusual high value, luxury goods, currency, negotiable Instruments or securities of any kind, precious metals or stones; antiques or art; human remains, livestock or plants, or any other comparable cargos.

Where for any reason it does not accept such instructions, C.H. Robinson Worldwide Canada, Ltd. will so advise the Customer by any means of communication used in the ordinary course of business. If, notwithstanding such notice from C.H. Robinson Worldwide Canada, Ltd. it continues to use the latter's services for the contemplated transport, the Customer assumes all risks connected with the non-performance of such instructions, whether caused or contributed to by C.H. Robinson Worldwide Canada, Ltd.'s negligence or not.

7. C.H. ROBINSON WORLDWIDE CANADA, LTD.'S GENERAL RESPONSIBILITIES

- C.H. Robinson Worldwide Canada, Ltd. shall exercise reasonable care in the discharge of its obligations, including the selection and instruction of third parties that provide any services engaged on behalf of the Customer
- C.H. Robinson Worldwide Canada, Ltd. shall arrange transport and any related services within a reasonable time after receiving the Customer's instructions.
- If it has reasonable grounds for departing from any of the Customer's instructions, C.H. Robinson Worldwide Canada, Ltd. can do so without prior authorization from the Customer, but must act with due regard to the interests of the Customer, and, as soon as possible, inform the Customer of its actions and any additional charges resulting therefrom.

8. CUSTOMER'S GENERAL RESPONSIBILITIES

- The Customer shall be deemed to be competent and to have reasonable knowledge of matters affecting the conduct of its business, including terms of purchase and sale, the need for insurance and the extent of coverage available for the type of goods being tendered for shipment, the need for care to avoid transmitting viruses by electronic communications, the need for confidential handling of information relating to high value goods and all other matters relating thereto
- The Customer warrants that all information in whatever form relating to the general and dangerous character of the goods, their description, bar-coding, marks, number, weight, volume and quantity of the goods, as furnished by the Customer or on its behalf, was accurate and complete at the time the goods were taken in charge by C.H. Robinson Worldwide Canada, Ltd. or any third party whose services it has engaged. The Customer further undertakes to provide independent confirmation of such particulars on C.H. Robinson Worldwide Canada, Ltd.'s request.
- The Customer warrants that it has complied with all laws, statutes, regulations or directives governing the reporting of the export of any goods tendered for storage or transport. The Customer furthermore undertakes to indemnify and hold C.H. Robinson Worldwide Canada, Ltd. harmless against all claims, suits, actions or proceedings that may be made or taken against it by reason of any alleged failure to comply with such laws, statutes, regulations and directives.

9. CUSTOMER'S RESPONSIBILITY FOR PACKAGED AND CONTAINERIZED GOODS

- Except where C.H. Robinson Worldwide Canada, Ltd. has accepted instructions in respect of the preparation, packing, stowage, labelling or marking of the goods, the Customer warrants that all goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods. Without limiting the foregoing the Customer is responsible for timely communication of and warrants the accuracy of the verified gross mass (VGM) of the package(s) and of the transport unit and the identity of the duly authorized person so verifying. The customer shall maintain documentation evidencing measurement of VGM as required by law.
- Unless C.H. Robinson Worldwide Canada, Ltd. has accepted instructions to arrange for or to perform the loading of a transport unit by its employees, the Customer warrants that:
 - the transport unit has been properly and competently loaded;
 - the goods are suitable for carriage in or on the transport unit; and
 - the transport unit is in a suitable condition to carry the goods loaded therein (save to such extent that C.H. Robinson Worldwide Canada, Ltd. has approved the suitability of the transport unit).

Except where C.H. Robinson Worldwide Canada, Ltd. has taken instructions in respect of a) the packing, stowage, labelling or marking of the goods or b) the loading of a transport unit, the Customer undertakes to indemnify and hold C.H. Robinson Worldwide Canada, Ltd. harmless against all claims suits, actions or proceedings that may be made or taken against it, by reason

of any alleged deficiency in such packing, stowage, labeling, marking or loading of a transport unit.

10. QUOTATIONS AND INVOICING

- A. The Customer specifically agrees that C.H. Robinson Worldwide Canada, Ltd. does not assume a role as principal by providing a fixed price quotation, or by issuing an invoice where the difference between the amounts payable to third parties retained to carry out the Customer's instructions and the fixed price represents C.H. Robinson Worldwide Canada, Ltd.'s gross profit for its services. The Customer agrees that C.H. Robinson Worldwide Canada, Ltd. is an agent as provided in Section 1 where the Customer
- accepts a fixed price quotation,
 - does not within thirty days after receipt of the invoice object to C.H. Robinson Worldwide Canada, Ltd. charging a fixed price for its services
- B. Quotations are given on the basis of immediate acceptance and are subject to withdrawal or revision. Unless otherwise provided in a quotation, C.H. Robinson Worldwide Canada, Ltd. may after acceptance, revise quotations or charges upon notice in the event of changes beyond C.H. Robinson Worldwide Canada, Ltd.'s control, including changes in exchange rate, rates of freight, carrier surcharges, or any charges applicable to the goods.

11. C.O.D. SHIPMENT

When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customer shall remain responsible for the same if they are not paid by such Consignee or other person immediately when due.

12. CHANGED CIRCUMSTANCES

If circumstances arise that substantially hinder performance of the Customer's instructions, C.H. Robinson Worldwide Canada, Ltd. shall take reasonable steps to inform the Customer of such circumstances and seek further instructions. If the Customer declines or neglects to give further instructions, C.H. Robinson Worldwide Canada, Ltd. may authorize any third party to abandon carriage of the goods and, where reasonably possible, make the goods or any part of them available to the Customer at a place that is reasonable under the circumstances.

13. DANGEROUS GOODS

- A. The Customer undertakes not to tender for transportation any goods that are of a dangerous, inflammable, radioactive, hazardous or damaging nature without giving full particulars of the goods to C.H. Robinson Worldwide Canada, Ltd. The Customer undertakes to mark the goods and the outside of any packages or container in which they may be placed to comply with any laws or regulations that may be applicable during the carriage. In the case of goods where the place of receipt is a point within Canada, the Customer further warrants that the goods, the packaging and marking thereof comply in all respects with the provisions of any legislation or regulations governing the transportation of dangerous goods.
- B. If it fails to comply with the requirements of Sub-clause (A), the Customer shall indemnify C.H. Robinson Worldwide Canada, Ltd. against all claims, actions, loss, damage or expense arising out of the goods being tendered for transportation or handled or carried by or on behalf of third parties retained by C.H. Robinson Worldwide Canada, Ltd.
- C. Goods which in C.H. Robinson Worldwide Canada, Ltd.'s opinion or the person who has custody or possession thereof are or may become dangerous and present a hazard may at any time or place be unloaded, destroyed or rendered harmless without any liability on C.H. Robinson Worldwide Canada, Ltd.'s part.

14. INSURANCE

- A. The Customer must give C.H. Robinson Worldwide Canada, Ltd. instructions in writing to arrange insurance of its goods a reasonable time before the tender of such goods for storage or transport. C.H. Robinson Worldwide Canada, Ltd. may carry out these instructions by declaring the nature and value of the goods under an open marine cargo policy taken out by it, and, upon request, provide a certificate or declaration of insurance, or other evidence of insurance. The coverage on goods so declared is subject to the terms and conditions of such policy. C.H. Robinson Worldwide Canada, Ltd. is not liable if the Customer for any reason whatsoever fails to recover a loss in whole or in part from the insurer under the policy, even though the premium charged by the insurer is different from C.H. Robinson Worldwide Canada, Ltd.'s charges to the Customer.
- B. It is specifically agreed and understood that in accepting instructions to arrange for insurance, C.H. Robinson Worldwide Canada, Ltd. is not acting as an insurer vis à vis the Customer and shall not be liable to the Customer if for any reason an insurer refuses to pay the Customer's claim.

15. NOTIFICATION OF CLAIMS

- The Customer on its own behalf and on behalf of the Owner of the goods shall immediately notify C.H. Robinson Worldwide Canada, Ltd. in writing of any claim
- in case of loss and/or damage to goods where loss or damage is apparent
 - in case of delay in delivery or non-delivery within 14 days of the date when the goods should have been delivered,
 - in any other case within 3 days of the event giving rise to the claim.

If a claim was not discoverable by the exercise of reasonable care within the applicable time period, the Customer must give notice forthwith after receiving information as to events that may give rise to a claim. Failing notice as required by this clause, the claim is barred and no action can be brought against C.H. Robinson Worldwide Canada, Ltd. to enforce the claim.

16. LIMITATIONS OF LIABILITY

- Compensation for any claim for which C.H. Robinson Worldwide Canada, Ltd. is liable shall not in any event exceed 2 SDR (SDR = Special Drawing Rights) per kilo of the gross weight of the goods that are the subject of the claim. Without prejudice to any other conditions herein or other defences available to C.H. Robinson Worldwide Canada, Ltd., in no circumstances whatsoever shall it be liable to the Customer or owner for
- consequential or indirect loss, including losses arising from delay or loss of market, except as provided for in paragraph (b);
 - consequential or indirect loss or loss of or damage to the goods caused by delay or deviation in a sum in excess of twice the difference between the charges invoiced by C.H. Robinson Worldwide Canada, Ltd. and amounts paid to third parties in respect to the relevant transaction;
 - amounts in excess of a maximum recoverable of 75,000 SDR's per transaction.

17. INDEMNITY

- The Customer shall indemnify C.H. Robinson Worldwide Canada, Ltd. against all duties, taxes, payments, fines, expenses, losses, claims and liabilities, including any liability to indemnify any other person against claims made against such other person by the Customer or by the owner of any goods
- for which C.H. Robinson Worldwide Canada, Ltd. may be held responsible unless caused or contributed to by any negligence or breach of any duty owed by C.H. Robinson Worldwide Canada, Ltd., or
 - in excess of C.H. Robinson Worldwide Canada, Ltd.'s liability in accordance with these Conditions, resulting from or connected with C.H. Robinson Worldwide Canada, Ltd.'s actions related to any service to which these Conditions apply.

18. SET OFF AND COUNTERCLAIM

The Customer shall pay to C.H. Robinson Worldwide Canada, Ltd. in cash, or as otherwise agreed, all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set off.

19. RIGHT OF DETENTION AND LIEN

All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies owing either in respect of such goods, or for any particular or general balance or other monies owed, whether then due or not, by the Customer, sender, consignee or owner of the goods to C.H. Robinson Worldwide Canada, Ltd. If these monies remain unpaid for 28 days after C.H. Robinson Worldwide Canada, Ltd. sends notice of the exercise of its rights to these persons by any means of communication reasonable in the circumstances, the goods may be sold by private contract or otherwise at C.H. Robinson Worldwide Canada, Ltd.'s sole discretion, and the net proceeds applied on account of the monies owing. C.H. Robinson Worldwide Canada, Ltd. will not be liable for any deficiencies or reduction in value received on the sale of the goods nor, will the Customer be relieved from the liability merely because the goods have been sold.

20. TIME BAR

- Unless otherwise stipulated by any legislation, regulation or international convention that may be compulsorily applicable, C.H. Robinson Worldwide Canada, Ltd. shall, unless otherwise expressly agreed, be discharged of all liability for loss of or damage to goods or any claim arising out of such loss or damage unless suit is brought within 9 months from
- the date of delivery of the goods for claims to damage to goods, or
 - the date when the goods should have been delivered for claims for delay in delivery or loss of goods.

With respect to loss or damage other than loss of or damage to the goods, the 9 months period shall be counted from the time when C.H. Robinson Worldwide Canada, Ltd.'s act or omission giving rise to the claim occurred.

21. CUSTOMARY REMUNERATION RECEIVED FROM THIRD PARTIES

C.H. Robinson Worldwide Canada, Ltd. shall be entitled to be paid and retain all brokerages paid by carriers, commissions, documentation allowances, profits on foreign exchange and other remunerations paid by third parties as is customary in the trade.

22. APPLICABLE LAW AND JURISDICTION

The Parties agree that where they have used electronic communications to transact in whole or in part any business such communications will be given legal effect in accordance with the provisions (so far as they may be applicable) of the Uniform Electronic Commerce Act as approved by the Uniform Law Conference of Canada. Otherwise it is agreed that any claim or dispute by the Customer arising from or in connection with this contract shall be determined exclusively by the Courts of Quebec in accordance with Quebec, and where applicable, Canadian federal law.

(January 2019)