



TERMS AND CONDITIONS OF THE CSC SERVICES AGREEMENT

(Updated: March 25, 2020)

The Cargo Service Center (CSC) Services agreement covers all services and requirements that have been agreed to by both parties. It includes the following:

1. Receiving, weighing, marking, measuring, addressing, documentation and transfer to NEAS vessel's loading berth.
2. Unless otherwise requested by the customer and agreed to by NEAS, all packaging activities will be performed as per the specifications hereby detailed below.
3. The customer must arrange to deliver his cargo to NEAS Cargo Service Center at least seven working days (7) prior to the published cut-off date. For dangerous goods, cargo must be delivered 14 days prior to published cut-off date. NEAS reserves the right to refuse cargo received after these dates. If NEAS elects to receive said cargo, it will be subject to an additional 15% surcharge on packaging rates below.
4. Cargo arriving at NEAS facilities after the prescribed packaging deadlines as detailed in clause 3 of this agreement will, if NEAS agrees, be received and packaged subject to availability of time and in no way does NEAS guarantee delivery to the carriers or acceptance by them.
5. Terms of Payment - Invoices to be paid upon receipt. Interest charges of 1.5% per month will be charged after 30 days.
6. Packaging arrangements must be finalized prior to delivering your cargo to the NEAS Cargo Service Center.
7. The customer must be available to provide approval of any unforeseen circumstances that may arise such as special packaging considerations, damages, and any other issues NEAS deems necessary for the customer to approve. If the customer is unavailable, NEAS reserves the right to package cargo as it deems necessary to guarantee acceptance by marine carrier, and any invoiced amounts arising from these activities are payable, as per terms detailed in clause 5 of this agreement.
8. For clients who have booked container stuffing services, NEAS reserves the right to crate remaining cargo, and any invoiced amounts arising from this service are payable, as per terms detailed in clause 5 of this agreement.
9. It is incumbent on the customer to provide all necessary PO's in a timely fashion before cargo begins to arrive at the NEAS Cargo Service Center.
10. Packaging rates may be adjusted to reflect cost increases in plywood, lumber, and steel (nails and strapping).
 - a. Should the increase in the cost of plywood be in excess of 4%, the rate for a closed crate shall be increased by 20% of the % increase above 4%.
 - b. Should the increase in the cost of lumber be in excess of 4%, the rate for a closed crate shall be increased by 15% of the % increase above 4% and the rates for both an open frame crate and drywall crate shall increase by 35% of the % increase above 4%.
 - c. Should the increase in the cost of steel components be in excess of 4%, the rates will be increased as follows:
 - i. Closed Crate – increase of 5% of the % increase above 4%
 - ii. Open & Drywall Crate – increase of 8% of the % increase above 4%
 - iii. Strapping – increase of 30% of % increase above 4%

11. All Dangerous Goods consigned to NEAS must be accompanied by documentation detailing Proper Shipping Name, UN ID number, hazard class, amount shipped, and must be received in a UN approved Means of Containment (fibre board box, cylinder, tote, etc.). Failing this, the customer will be notified and the goods will be refused until such time as proper steps are taken by the customer in accordance with *TDG Clear Language regulations*.
12. Federal Goods and Services Tax and Provincial Sales Tax will be applied as required by law.
13. Neither party shall be deemed to be in default for any delay or failure to perform its obligations hereunder as a result of acts of God, the elements, strikes, lockouts, terrorism, insurrection or war, shortages of parts, labour, or transportation or any other cause beyond the reasonable control of such party provided adequate notice is given to the other party.

Claims Procedure

Cargo received by designated carriers that is signed for without exception on delivery will be considered to have been delivered to the carrier in good condition and will thus make the NEAS Cargo Service Centre free from any liability resulting from any damage to said cargo and the customer shall indemnify and hold NEAS harmless from any claim in damages with respect to said cargo. Any damage reported after the fact will be considered to have taken place while in the carriers' or customer's possession. In the case of concealed damage, NEAS must be notified of this damage within ten (10) calendar days of receipt of the cargo at final destination. Should an act or omission occur which may give rise to a possible liability of NEAS or a claim by the customer against NEAS, the customer shall, within ten (10) days of the receipt of the cargo at final destination,

1. Notify NEAS in writing of the alleged incident causing the liability or claim.
2. Provide photographs of the damage and packaging and a written survey detailing the damage and its cause.
3. Advise of the value of the claim in writing.

Limitation of Liability

Notwithstanding the terms and conditions herein before stated or any applicable law, the liability of NEAS shall be limited as follows;

1. NEAS shall in no event be liable for special, incidental, consequential or indirect damages suffered by the customer, or to any third parties, including for any loss of goodwill;
2. Notwithstanding the above, NEAS liability to the customer for damages arising from any cause whatsoever, regardless of the form of claim made to NEAS, shall be limited to the remedies set out in this agreement and in any event shall not exceed the lesser of i) the amount paid or payable to NEAS in respect of only that portion or component of product packaged or shipped that was damaged, and ii) up to a maximum of fifty cents per pound on the cargo's gross weight. NEAS shall have no liability for any loss of use, revenue or profit or for any claim or action brought against the customer by any third party and the customer shall indemnify and hold NEAS harmless from any claim arising out of, related thereto, including for the loss of use of materials or equipment shipped. In any event, NEAS shall not be responsible to the customer for the following:
 - I. The customer's refusal to use procedures recommended by NEAS;
 - II. The use by NEAS or the customer of procedures specified by the customer contrary to safe industry standards;
 - III. Damages caused by mishandling or dropping of containers, crates or cargo by stevedores or other material handlers;
 - IV. Damage caused subsequent to or as a result of the opening of the crates, packages and/or containers for any reason including and not limited to customs inspection and inspection by the authorities in charge of the security of the port at or en route to contract destination;
 - V. Loss, theft or for damages which have coverage under customer's cargo insurance;
 - VI. Cargo arriving at NEAS facilities after the prescribed packaging deadline as set out and refused by carriers after being package by NEAS.

Deliver to:

**NEAS Cargo Service Center, Port of Valleyfield
950 Boul. Cadieux, Salaberry de Valleyfield, QC J6T 6L4**