



**Cole International Inc.**  
Air Charter Booking  
Note

		1. Place and date
2. Carrier	3. Merchant	
4. Time of Requested Shipment	5. Date of Requested Shipment	
6. Airport of Departure	7. Airport of Arrival	
8. Description of Goods as Provided by the Merchant		
9. Proposed Equipment	10. This Quotation does not include the following: <ul style="list-style-type: none"> <li>• Duty, tax or customs brokerage fees;</li> <li>• Outside of standard business hours clearance fees;</li> <li>• Insurance;</li> <li>• Cartage to or from airports of departure or arrival;</li> <li>• Royalty/non-objection fees, fuel escalations, de-icing or special loading equipment, if required.</li> </ul>	
11. This quotation is subject to: <ul style="list-style-type: none"> <li>• the terms and conditions hereon and on Page 2 overleaf govern the services to be provided by Cole International Inc. which are hereby accepted by the Merchant and which are available for review on the web site of Cole International Inc. (<a href="http://www.cole.ca">www.cole.ca</a>);</li> <li>• the Standard Trading Conditions of the Canadian International Freight Forwarders Association Inc. (as adopted May 1, 2005) are hereby accepted by the parties hereto as governing and incorporated into this booking note, save and except where in conflict with the terms and conditions herein and on page 2 overleaf, in which case the terms and conditions herein and overleaf shall prevail to the extent of such conflict;</li> <li>• the Merchant warrants that all information in whatever form relating to the goods, their description, marks, labels and particulars provided are accurate and complete as set forth herein as provided to Cole International Inc.;</li> <li>• the Merchant 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 Cole International Inc. The Merchant undertakes to mark goods on the outside of any packages, crates or containers in which they may be placed so as to be in compliance with applicable laws and regulations;</li> <li>• the Merchant acknowledges that Cole International Inc. is not a carrier. Cole International Inc. acts as an intermediary in arranging air charter bookings for the Merchant with third party carriers. Accordingly, Cole International Inc. shall in no way be responsible in respect of performance of the carriage of the goods between the points contemplated herein and it will not be responsible in any event in respect of delay whether caused by mechanical failure of aircraft or related equipment, adverse weather, war, strikes, riots, acts of God, the carrier's inability to secure landing slots or otherwise;</li> <li>• the Merchant warrants that the goods above described are transit-worthy for the purposes of air carriage between the points contemplated herein; and</li> <li>• the Merchant acknowledges that reasonable notice of desired air charter booking is necessary to facilitate the positioning, the placement of the aircraft and the filing of a flight plan as may be required;</li> <li>• the Merchant acknowledges that it may incur a financial penalty for the cancellation of this booking note, as provided under "Obligations of the Merchant" overleaf;</li> <li>• in lieu of the signature of the Merchant below, the Merchant may confirm its acceptance of this Booking Note to Cole International Inc. by an e-mail Booking Note confirmation. This confirmation shall be comprised of a statement that the Merchant agrees to and confirms acceptance of the Air Charter Booking Note, with a specific reference to the Booking Note place and date as featured in box 1.</li> </ul>		
12. Charter Quotation Rate	13. Payment Terms	
14. Merchant's Representatives at Airport of Departure.	15. Special terms and Instructions as Provided by the Merchant	
Signature Cole International Inc.	Signature (Merchant)	

## TERMS AND CONDITIONS

The word "Merchant" as listed in this booking note shall include both the entity listed on page 1 overleaf (be it a corporation, partnership or otherwise) which shall also include all employees, agents and subcontractors of same.

The Merchant hereby agrees that all services performed herein by Cole International Inc. shall be subject to the following terms and conditions including those on Page 1 overleaf, which terms are available for review on the web site of Cole International Inc. ([www.cole.ca](http://www.cole.ca)).

### Services to be provided:

1. Cole International Inc. is not a carrier. The tender of this executed form to Cole International Inc. shall constitute a mandate for Cole International Inc. to arrange, as an agent for the Merchant only, for a third party carrier to perform the carriage of the goods described herein between the points described herein.
2. In this respect, Cole International Inc. will employ reasonable care in the selection of a competent and reputable carrier(s), it being understood that said carriers are not under the control of Cole International Inc. and such carrier(s) will be reserving unto itself discretion as concerns the means, equipment, route and procedure to be followed in the transportation of goods.
3. The Merchant hereby recognizes that the timely booking of the shipment herein is an important factor in so far as positioning and placement of aircraft as necessary and the filing of a flight plan by the carrier.
4. In not assuming any liability as a carrier, Cole International Inc. shall not be liable in respect of any claims that may arise concerning the handling of cargo (including cartage to or from any airport of departure or arrival) loading or unloading from aircraft, carriage or any other ancillary handling. Cole International Inc. does not undertake any responsibility for timeframes or any deadlines for delivery of goods in respect of the carriage contemplated herein.

Without prejudice to or in limitation of the foregoing, in the event that any goods are held on the premises operated by Cole International Inc., this will be at the Merchant's risk of loss or damage.

Insurance will not be effected by Cole Fright on any goods absent written instructions to do so as received by Cole International Inc. from the Merchant and which instructions must be endorsed in box 15 "Special Terms" overleaf.

### Charter Quotation Rate

The charter quotation rate as reflected overleaf is due and payable in full upon the Merchant signing this booking note, or, in lieu of its signature, upon the delivery by the Merchant to Cole International Inc. of the e-mail Booking Note confirmation as per Box 11 on Page 1 overleaf.

Cole International Inc. shall have the right to vary without notice these terms and conditions. In such case, modifications will prevail over the former clauses. The Merchant shall be responsible for ascertaining whether terms and conditions have been modified by making inquiries to the head office of Cole International Inc. or by consulting Cole International Inc.'s website.

Quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions. Unless otherwise agreed in writing, Cole International Inc. shall after acceptance be at liberty to revise quotations or charges with or without notice in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any changes applicable to the goods herein described.

### Obligations of the Merchant

In the event of any weight or dimensional discrepancy as reported by the carrier as to the goods described herein from that as furnished by the Merchant overleaf, any and all resulting related fees and surcharges as may be assessed will be the responsibility of the Merchant.

The Merchant shall be liable for the payment of any and all demurrage charges as assessed by the carrier and/or its agents or subcontractors respecting the transportation of the goods between the points described herein.

The Merchant hereby indemnifies and holds Cole International Inc. harmless in respect of any and all claims whatsoever filed by the carrier(s) or any third party against Cole International Inc. in respect of the goods described overleaf.

The Merchant shall provide Cole International Inc. with a copy of any air waybill documentation prepared by it or others acting on its behalf. Cole International Inc. may, at the request of the Merchant, prepare air waybill documentation. It is agreed that when this service is provided: a) Cole International Inc. is acting only as the Merchant's agent in the preparation of documentation and b) Cole International Inc. will rely upon and utilize information provided by the Merchant.

The Merchant hereby indemnifies and holds Cole International Inc. harmless as concerns any penalties, expenses, or surcharges as may be claimed as against Cole International Inc. by the carrier(s) or any third party (s):

- i) in respect of the goods carried and / or
- ii) arising from the cancellation by the merchant of this booking note.

### General

Without prejudice to or in limitation of the terms and conditions herein, Cole International Inc. shall not be liable or responsible for any claim or demand whatsoever unless in such case the damages alleged were caused by or related to the gross negligence of Cole International Inc., or its officers, employees or subcontractors in which case liability shall not in any event exceed the lesser of:

- i) 2 SDR's (Special Drawing Rights) per kilogram of the gross weight of the goods that are the subject of the claim, or
- ii) the amount of 75,000 SDR's per transaction

In no circumstances whatsoever shall Cole International Inc. be liable to the Merchant for consequential or indirect loss, including loss of market.

Cole International Inc. shall not be liable or responsible for any claim whatsoever unless made in writing and received by Cole International Inc. within seven (7) days of the date in which the goods were received at destination or within seven (7) days from the date in which the goods reasonably ought to have been delivered, in the case of delay.

Cole International Inc. shall have a general and particular lien on any property and/or documents of the Merchant for any and all monies or expenses due for payment herein and if such claim remains unsatisfied for thirty (30) days after demand for payment is made Cole International Inc. shall have the right to sell at public auction or private sale, without notice to the Merchant, the lien property as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of charges or expenses owing.

Cole International Inc. will not be responsible for any act, omission, default or error in negligence as may be alleged as concerns instruction to secure payment on "collect on delivery" (C.O.D) terms.

The parties to this booking note agree that any and all disputes herein will be governed by the law of the province in Canada where this booking note is signed by Cole International Inc. and that the courts of that province shall have the sole and exclusive jurisdiction in respect of any such disputes.