

P.F. COLLINS CUSTOMS BROKER LIMITED (“PF COLLINS”)

MARINE AGENCY SERVICES STANDARD TERMS AND CONDITIONS – QF062

Adopted January 1, 2024

1. DEFINITIONS:

- (a) “**PF Collins**” means P.F. Collins Customs Broker Limited, operating as PF Collins International Trade Solutions;
- (b) “**Principal**” means the registered owner, manager, managing agent, charterer, crewing agency, master, or other person in charge of a vessel;
- (c) “**Services**” means those services provided or arranged by PF Collins as agent for and on behalf of the Principal including but not limited to pre-arrival preparations; customs entry and clearances; wharfinger and line handling services; port call funding; ISPS coordination and reporting; arranging pilotage or towage for docking and vessel movements; monitoring and coordinating port operations; arranging contractors, repairers, surveyors, and other specialists; provision of stores, water, waste removal, spares, charts, bunkering; arranging ice advisories, storage facilities and medical appointments; crew change management including immigration requirements; mail and courier services; and inspection and other consultancy services; and
- (d) “**Supplier**” means a company, firm, person, or organization who contracts through PF Collins to supply services or goods to the Principal.

2. TERMS AND CONDITIONS: The following terms and conditions (“Terms and Conditions”) shall apply to all transactions entered between PF Collins and the Principal for the supply of the Services. Amendments or revisions to the Terms and Conditions may only be made by an authorized representative of PF Collins. No amendment shall be binding unless otherwise agreed in writing by PF Collins. These Terms and Conditions may not be assigned by the Principal.

3. RELATIONSHIP WITH PRINCIPAL AND SUPPLIER: When performing the Services, PF Collins shall always be the agent of the Principal. PF Collins shall have authority to enter contracts with Suppliers on behalf of the Principal. PF Collins shall not be personally liable to pay any amounts or debts due to a Supplier from the Principal and shall not be liable for any of the Principal’s liabilities to Suppliers. The Supplier shall not be deemed to be a servant or employee of PF Collins.

4. LIMITED-SERVICE WARRANTY: This is a services engagement. PF Collins warrants that it will use due care and diligence in its provisions of the Services, and will do so in good faith, with qualified personnel, in a workmanlike manner in accordance with applicable industry standards. PF COLLINS DISCLAIMS ALL OTHER WARRANTIES AND MAKES NO OTHER WARRANTIES OR REPRESENTATION AND THE PRINCIPAL AGREES THAT NO OTHER REPRESENTATIONS OR WARRANTIES (WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY) WILL BE READ INTO THESE TERMS AND CONDITIONS.

5. PRINCIPAL’S RESPONSIBILITIES, ACKNOWLEDGEMENTS AND COVENANTS: The Principal acknowledges and agrees that:

- (a) If Services require the collection, use or disclosure of personal information about any individuals the Principal warrants that it will obtain all consent of each individual required by law to permit it to collect, use and disclose all personal information reasonably required in the course of the services including, without limitation,
 - (i) to disclose the individuals’ personal information to PF Collins,
 - (ii) to allow PF Collins to disclose the individuals’ personal

information to the Canadian government authorities, accommodation and medical providers in connection with the Services, and (iii) to allow PF Collins to disclose all information which comes into PF Collins’ possession regarding the individual to the Principal.

- (b) the Principal consents to the use and disclosure of the Principals’ information to the Canadian government authorities and to Suppliers as may be necessary in connection with the Services;
- (c) the Principal must (i) be honest and forthright with information regarding the Principal, and (ii) provide PF Collins with any updates or changes to the previously provided information regarding the Principal;
- (d) PF Collins will use and rely on the information provided by the Principal in the provision of the Services and PF Collins will not independently verify or assume responsibility for the accuracy or completeness of such information. Incomplete or inaccurate data, material and other information could have a material impact on the Services and results thereof.

6. CHARGES: PF Collins shall charge (i) an agreed fee for providing the Services (including, where a time-based rate is specified, amounts calculated by multiplying the standard time-based charging rates by the time spent by PF Collins’ personnel performing the services) and (ii) any such additional amounts as may be agreed by the parties from time to time (collectively, the “Charges”). The Principal shall reimburse PF Collins for any costs or disbursements incurred by PF Collins in performing the Services (collectively, the “Disbursements”). The Charges and Disbursements shall, unless otherwise indicated in writing, be exclusive of HST which will be added to those amounts and payable by the Principal.

7. PAYMENT: The Principal will remit by electronic transfer to a bank account identified by PF Collins such amounts as PF Collins may request as an advance on port disbursements which PF Collins estimates will be incurred on the Principal’s behalf. Without limiting its rights or remedies, should the Principal fail to remit any amounts so requested, PF Collins shall have the right to halt or terminate entirely the Services and the agency relationship and/or take such other measures as may be necessary to detain the subject vessel in port until such funds have been received by PF Collins. PF Collins may deduct from any sums received from or on behalf of the Principal any amounts owing by the Principal to PF Collins under these Terms and Conditions and pursuant to any other agreement or claim. PF Collins may also, in its sole discretion, retain and set off amounts recovered from Canadian governmental authorities on behalf of the Principal against amounts owing by the Principal to PF Collins under these Terms and Conditions and pursuant to any other agreement or claim. If the Principal fails to make any payment in full of any amounts due to PF Collins on demand or within such period as may be agreed between the Principal and PF Collins, interest on all late payments shall be paid at the rate set by PF Collins, as amended from time to time.

8. INDEMNIFICATION: The Principal agrees to indemnify and save harmless PF Collins and its successors, assigns, their shareholders, directors, officers, managers, employees, subcontractors and agents from and against any and all damages, losses, expenses, costs, penalties, fines, causes of action, claims at law or at equity and liabilities of every kind and nature including without limitation legal fees on a solicitor and client basis (collectively, “Claims”), howsoever caused, arising out of:

- (a) the provision of the Services by PF Collins, except if such Claims arise out of the gross negligence or wilful misconduct of PF Collins;

- (b) third party claims which result from inaccuracies, mistakes or omissions in the information and documentation provided by the Principal to PF Collins or result from a failure of the Principal to comply with any laws applicable to the Principal, including, without limitation, any privacy laws related to the collection, use and disclosure of personal information;
- (c) any other acts or omissions of the Principal, its officers, servants, agents, employees, subcontractors, licensees, or guests, in respect of which a Claim is made against PF Collins.

This section 8 shall survive the termination of the Agreement.

9. LIMITATION AND EXCLUSIONS OF LIABILITY: The Principal hereby agrees that:

- (a) The total aggregate liability of PF Collins with respect to any Claims arising in respect of the Services and/or the agency relationship between PF Collins and the Principal, whether based in contract, indemnity, tort (including negligence and strict liability) or any other basis shall not exceed two and a half times the fees charged by PF Collins and paid by the Principal for the port call in accordance with these Terms and Conditions, regardless of the negligence or conduct of PF Collins;
- (b) PF Collins shall not, in any event, be liable for any claim of any type whatsoever with respect to the Services unless such claim is presented in writing within a reasonable time, not exceeding 30 days after the date the Principal learns of, or in the exercise of reasonable care, should have learned of the claim; and
- (c) PF Collins shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind, even if PF Collins is advised of the possibility of such losses in advance and regardless of the negligence or conduct of PF Collins.

This section 9 shall survive the termination of this Agreement.

- 10. INFORMATION SUBMISSIONS:** Port calls may include the requirement that PF Collins submit information as required by Government, other agencies, the port, and security authorities. This information is collected by PF Collins from the Principal, and as such the Principal is responsible for its accuracy. PF Collins does not verify the information and is responsible only for the transmission of the information provided by the Principal in a timely manner.
- 11. CANCELLED PORT CALL:** Should PF Collins incur costs or expenses per instruction of the Principal in anticipation of a vessel's port call which is subsequently cancelled, PF Collins shall be reimbursed in respect of all time and costs reasonably incurred.
- 12. PRECEDENCE:** In the event of conflict or inconsistency between these Terms and Conditions and any other agreement between the Principal

and PF Collins, precedence shall be accorded to these Terms and Conditions.

- 13. TERMINATION:** PF Collins may terminate the Services and the agency relationship immediately if the Principal is (a) in breach of any of the provisions of these Terms and Conditions; or (b) becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against the Principal any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Principal's property. In the event of early termination in accordance herewith, the Principal shall be responsible for payments of all Charges and Disbursements accruing up to the date of termination.
- 14. WAIVER:** The failure of PF Collins to insist upon strict performance of any of the terms of these Terms and Conditions or to exercise any rights hereunder shall not be construed as a waiver of PF Collins' rights.
- 15. SEVERANCE:** Each of the clauses of these Terms and Conditions is and shall be deemed to be separate and severable and if any provision or part of these Terms and Conditions is held for any reason to be unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect.
- 16. FORCE MAJEURE:** Neither the Principal nor PF Collins shall be responsible or liable for its failure to perform these Terms and Conditions if such failure is caused by events or circumstances beyond the control of the Principal or PF Collins, including without limitation acts of God, fire, catastrophe, weather conditions, strikes, lockouts, labour shortages, war, riots, acts of government with lawful jurisdiction over the Principal or PF Collins in either its sovereign or contractual capacity, and other events amounting to force majeure.
- 17. LAWS OF THE AGREEMENT:** These Terms and Conditions and the agency relationship between PF Collins and the Principal shall be construed under and governed by the laws of the province or territory in which the marine agency service are provided and the federal laws of Canada applicable therein.
- 18. ATTORNMENT TO JURISDICTION:** The Principal hereby irrevocably attorns to the jurisdiction of the courts of the province or territory in which the marine agency service is provided and the federal laws of Canada applicable therein.
- 19. BINDING NATURE OF AGREEMENT:** These Terms and Conditions have been tendered to the Principal and acceptance of the Services by the Principal or its representatives shall constitute the Principal's acceptance of these Terms and Conditions and shall conclusively evidence that these Terms and Conditions are in full force and effect.