



GENERAL AGENCY AGREEMENT APPOINTING

With power to appoint a sub-agent

KNOW ALL MEN BY THESE PRESENTS THAT

I/We _____
Name of Client

of _____
Address of Client

do hereby constitute and appoint AL ALPHA LOGISTIQUES INC of 7715 Henri Bourassa Ouest, St. Laurent, Province of Quebec (Head Office) my true and lawful attorney to transact business on my behalf in all matters relating to:

- (i) Customs that may be transacted by a customs broker licensed under the Customs Act; and
 - (ii) Excise under the Excise Act and any tax or levies under the Excise Tax Act;
- including all matters relating to the accounting for, payment and refund of customs duties and or excise and or excise duties, excise tax, sales tax and goods and services tax in respect of imported goods released or to be released under such legislation, at the customs office(s) located
- (iii) International transportation

in _____ ALL CUSTOMS OFFICES _____ in Canada
State the geographical location of the Customs office(s)

AND IN CONNECTION THEREWITH:

- (a) to execute, sign, seal, deliver and endorse for me and in my name all bonds, entries, bills of lading, bills of exchange, warehouse receipts or other means of payment or collateral security which comes into his possession and to use same, including drawbacks and claims of any nature for reimbursement of customs duties, federal sales and excise taxes and the like, and generally to use our name with full binding effect whenever and wherever it may be deemed appropriate or expedient for the purpose of any such business as aforesaid.
- (b) to receive all such payments and sums of money as are now due or may hereafter become due and payable to me by way of rebate, drawback, refund or remission on the order of the Department of National Revenue of Canada relative to the foregoing; and to endorse on my behalf and as my attorney and to deposit to and for his own account all such payments from the Government of Canada.

I acknowledge that any duties, charges or other amounts paid on my behalf or to my account by my attorney or sub-agent shall be a debt due by me to my attorney or sub-agent and any drawback, refund, rebate or remission of such duties, charge or other amounts shall be the property of my attorney or sub-agent and I direct and authorize any governmental agencies or other parties to deliver such rebate, drawback, refund or remission to my attorney or sub-agent.

I, the said _____
Name of Client

hereby certify that, to the best of my knowledge, all documents and/or information that will be provided to my aforesaid attorney by myself or on my behalf, in connection with this mandate, will be true, accurate and complete.

I, further grant my attorney full power and authority to appoint any other person to whom a license to transact business as a Customs Broker has been issued under the Customs Act as a sub-agent to transact the aforesaid business on my behalf at any of the aforementioned Customs offices, and to revoke any such appointment and to appoint any other person who holds such a license as a sub-agent in the place of any sub-agent whose appointment has been revoked, as he, my attorney, shall from time to time think fit.

I, the said _____
Name of Client

hereby agree that all transactions hereunder shall be governed by the Standard Trading Conditions which are on the reverse side hereof and which have been read by the undersigned.

I, the said _____
Name of Client

hereby agree and covenant for myself, my executors, administrators, successors and assigns to ratify and confirm that my attorney and any sub-agent appointed by him shall lawfully do on my behalf by virtue of these presents.

This Power of Attorney shall be and remain in full force and effect for a minimum period of one (1) year from the date of signing herein. After the minimum period of one (1) year, this Power of Attorney shall be and remain in full force and effect unless due notice of its revocation shall have been given to my aforesaid attorney, in writing by registered mail.

The parties hereto have requested and agreed that this agreement be drawn up in the English language. Les parties aux présentes ont demandé et convenu que la présente entente soit rédigée en anglais.

IN WITNESS WHEREOF _____
Name of Client

has caused these presents to be sealed with its corporate seal, attested to by the signature of its duly authorized officials at

_____ in _____
Name of Municipality Name of Province

this _____ day of _____

SIGNED, SEALED IN THE PRESENCE OF

X	Corporate Seal of importer who is a corporation
_____ Signature of duly authorized official	
X	_____ Title of duly authorized official

OR

_____ Witness to individual importer's signature	_____ Importer (Individual)
_____ Address of Witness	

Accepted by: _____
Signature and title of duly authorized official for: Date

STANDARD TRADING CONDITIONS

We have adopted the following Standard Trading Conditions. All further transactions will be governed by these Conditions and unless the client advises otherwise in writing, we will assume that the client is agreeable to be bound and will, in fact, be bound by these Standard Trading Conditions.

1. DEFINITIONS:

"Canada Customs" means the Department of National Revenue Customs and Excise and any other Department of the Government of Canada or any Province thereof having jurisdiction over imports and exports including, but not restricted to, the Department of External Affairs, Department of Regional and Industrial Expansion and the Department of Agriculture;

"Client" is any person, firm, association or corporation at whose request or on whose behalf, either directly or indirectly, the Customs Broker undertakes any business or provides advice, information or services;

"Customs Broker" is the person, firm or corporation licensed by the Department of National Revenue, Customs and Excise, or other authorized body, to engage in the business of a Customs Broker;

"Customs Duties" means any duties or taxes levied on imported goods under the Customs Act, the Customs Tariff, the Excise Act, The Excise Tax Act, the Special Import Measures Act or any other law relating to customs, excluding any penalties, interest or fines imposed under any of the aforesaid acts or any other laws relating to customs;

"Disbursement" means Customs Duties, freight charges and any other payments, including payments for goods on C.O.D. shipments made by the Customs Broker on behalf of the Client;

"Services" means the services set out in paragraph 3 hereof.

2. POWER OF ATTORNEY – GENERAL AGENCY AGREEMENT:

The Client shall appoint the Customs Broker as its lawful attorney (with power to appoint sub-agents) to transact business on behalf of the Client with respect to all matters relating to Canada Customs and covenants and agrees to execute any and all requisite Canada Customs form powers of attorney as may be required to appoint the Customs Broker as the Client's attorney.

3. CUSTOMS BROKER SERVICES:

The Customs Broker may provide to the Client the following Customs Brokerage Services and Consulting Services when requested by the Customer and accepted by the Customs Broker:

(a) Customs Brokerage Services:

- (i) preparation or assistance to the Client in preparation of documents required by Canada Customs with respect to the importation of goods into Canada by the Client;
- (ii) presentation of documentation on behalf of the Client to Canada Customs at Canada Customs Offices required to clear the Client's goods through Canada Customs, including documentation as may be required at a frontier point for in-bond transportation within Canada to the ultimate Canada Customs Office of entry in Canada;
- (iii) enter and clear through Canada Customs the goods imported by the Client and to effect payment of requisite Customs Duties by or on behalf of the Client and to obtain release of the goods from Canada Customs;
- (iv) advise Client of status of shipment of goods;
- (v) make arrangements for delivery of the goods in accordance with the Client's instructions;
- (vi) preparation or assistance to the Client in preparation of documentation with respect to the export of goods from Canada and the instructions for presentation of such documentation to Canada Customs at the time and office of export;
- (vii) any other matters necessary and incidental to the provision of the foregoing Customs Brokerage Services.

(b) Consulting Services:

- (i) information and advice concerning the relevant laws and regulations pertaining to the import into and the export from Canada of Client's goods;
- (ii) advice on tariff classification and value for duty of Client's goods so as to minimize duties payable in accordance with applicable laws and regulations;
- (iii) advice on federal sales tax implications and payment requirements concerning Client's imported goods;
- (iv) advice concerning Customs Duties refunds, drawbacks and remissions, as well as appeals of tariff classification or value for duty decisions of Canada Customs Officers;
- (v) filing and processing Customs Duties refunds, drawbacks and remission claims as well as appeals of decisions of Canada Customs Officials concerning tariff classification or value for duty, all the foregoing at the instructions of and on behalf of the Client;
- (vi) advice and assistance to Clients on matters pertaining to seizure, detention and forfeiture of goods;
- (vii) advice and assistance on all other matters necessary and incidental to the foregoing Consulting Services.

4. FEES AND DISBURSEMENTS:

- (a) The fees for Services shall be in accordance with those agreed upon between the Client and the Customs Broker and as amended from time to time;
- (b) The Client shall pay to the Customs Broker the fees charged for the Services rendered by the Customs Brokers to the Client;
- (c) Disbursements incurred by the Customs Broker on behalf of the Client shall be reimbursed to the Customs Broker by the Client.

5. INVOICING AND PAYMENT:

- (a) The Customs Broker shall issue invoices to the Client for all fees and Disbursements pertaining to Services rendered to and on behalf of the Client;
- (b) All such invoices shall be payable upon receipt by the Client;
- (c) Interest on all late payments shall be paid at the rate set by the Customs Broker, as amended from time to time, which interest shall be charged commencing 5 days after the invoice date;
- (d) In the event of default of payment, the Customs Broker, in addition to any other legal rights and remedies of the Customs Broker, shall be subrogated to the rights of Canada Customs and Her Majesty The Queen for the recovery of any Customs Duties outstanding, including the right to retention of future goods.

6. ADVANCEMENT OF FUNDS:

- (a) Upon request by the Customs Broker, the Client shall provide to the Customs Broker prior to the release of a shipment of the Client's goods at a Customs Office entry, sufficient funds to enable a Customs Broker to pay on behalf of the Client all Disbursements that are estimated by the Customs Broker to be payable on such shipment;
- (b) All funds advanced to the Customs Broker shall be held by the Customs Broker and applied only to goods imported by the Client;
- (c) If, at any time, the Customs Broker or Canada Customs determines that additional funds are required with respect to the shipment, the Client shall advance to the Customs Broker upon demand such additional funds;

(d) If, after payment by the Customs Broker of Disbursements concerning the shipment of any balance of funds remains outstanding to the credit of the Client, the Customs Broker shall return to the Client any remaining balance of funds, subject to the instructions of the Client to retain the remaining credit balance for subsequent Disbursements on behalf of the Client or to pay the fees and Disbursements of the Customs Broker payable by the Client to the Customs Broker after issuance of an invoice therefore by the Customs Broker to the Client;

(e) If the Client fails to advance funds to the Customs Broker upon request by the Customs Broker as aforesaid, the Customs Broker shall have no obligation with respect to rendering Services concerning the shipment for which advance funds had been requested by the Customs Broker.

7. DUTIES AND RESPONSIBILITIES OF THE CLIENT:

- (a) The Client shall:
 - (i) provide to the Customs Broker all information necessary for the Customs Broker to provide the Services set out herein, including all information required to complete Canada Customs documentation;
 - (ii) review all documentation promptly and notify the Customs Broker of any inaccuracies, errors or omissions found therein and advise the Customs Broker promptly of any corrections or additions to be made on such documents within the time periods set out in paragraph 9 hereof;
 - (iii) reimburse, indemnify and save harmless the Customs Broker with respect to any of the matters set out in subparagraph (c) hereof;
 - (iv) indemnify and save harmless the Customs Broker against any and all actions, claims, suits or demands of any nature whatsoever arising from third party claims pertaining to the Services herein or the Client's goods of which result from inaccuracies, mistakes or omissions in the information and documentation provided to the Customs Broker by the Client and relied upon by the Customs Broker;
- (b) The Client warrants that it is the importer, exporter or owner of the goods for which it has retained the Customs Broker; that it has full power and authority to retain, appoint as attorney and instruct the Customs Broker; and that all information provided to the Customs Broker shall be complete, true and accurate and acknowledges that the Customs Broker shall be relying on such information to provide the services set out herein.
- (c) The Client shall be solely liable for:
 - (i) any and all Disbursements made by the Customs Broker on behalf of the Client;
 - (ii) any Customs Duties, fines, penalties or interest imposed by Canada Customs with respect to the Client's goods;
 - (iii) any loss or damage incurred or sustained by the Customs Broker in relation to the provision of services to the Client herein.

8. DUTIES AND RESPONSIBILITIES OF THE BROKER:

- (a) The Customs Broker shall at all times provide the Services in a timely and professional manner, in accordance with the generally accepted standards in Canada of the customs brokerage industry and in compliance with all applicable laws and regulations of Canada and any Province thereof;
- (b) All information and documentation pertaining to the Client shall be kept confidential by the Customs Broker and his sub-agent, if applicable, and shall only be released as required by law or subject to instructions from the Client to the Customs Broker to release the information and documentation to third parties;
- (c) The Customs Broker shall take all reasonable steps to provide the Services in accordance with the instructions from the Client, provided however, that should the Customs Broker reasonably consider that it is in the interest of the Client to depart from the Client's instructions, the Customs Broker shall have the authority to do so and shall be indemnified and saved harmless by the Client for so doing;
- (d) The Customs Broker shall provide to the Client in respect of each transaction made on the Client's behalf, a copy or summary of the relevant accounting transactions pertaining thereto;
- (e) The Customs Broker shall promptly account to the Client for funds received:
 - (i) for the Client from the Receiver General for Canada, and
 - (ii) from the Client by way of advances provided in paragraph 6 hereof in excess of the Disbursements payable in respect to the Client's business with Canada Customs;
- (f) The Customs Broker shall not be liable in any manner whatsoever for any failure by the Customs Broker to provide the Services herein, and in particular, but without restricting the generality of the foregoing, shall not be liable in the event such failure to provide the Services arises as a result of the operation of the laws of any competent jurisdiction of Canada or by reason of the closure of Canada Customs offices or change in Canada Customs policies.

9. ERRORS AND OMISSIONS:

Any errors or omissions on Canada Customs documents must be reported in writing to the Customs Broker by the Client as soon as possible but in any event within 45 days of release of the goods from Canada Customs. The Customs Broker shall not be responsible for any errors or omissions unless the same are reported to the Customs Broker within 45 day period hereinbefore provided.

10. TERMINATION:

In the event that the Power of Attorney is terminated and there are any outstanding matters pertaining to the Client for which the Customs Broker has been engaged by the Client and for which the Customs Broker remains liable, the General Agency Agreement shall continue in force with respect to such matters are concluded or payment by the Client to the Customs Broker of such funds as may be required to satisfy all outstanding liabilities of the Customs Brokers to Canada Customs and all Fees and Disbursements have been made by the Client.

11. GOVERNING LAW:

These conditions shall be governed by the laws of the Province of Quebec within Canada in which the Customs Broker has its principal place of business. The Parties agree to the exclusive jurisdiction and venue of the Courts of Quebec, Canada.

The General Agency Agreement and these conditions shall ensure to the benefit of and be binding upon the parties and their respective executors, administrators, successors and assigns.

SEVERABILITY:

Each of the clauses of these Standard Trading Conditions is and shall be deemed to be separate and severable and if any provision or part of any provision of these conditions is held for any reason to be unenforceable, the remainder of these Standard Trading Conditions shall remain in full force and effect.