



MARINE TRANSPORTATION SERVICES BILL OF LADING TERMS AND CONDITIONS

1. DEFINITIONS

This contract may be performed by tug and barge and/or scow and in this Bill of Lading the word “ship” shall include tug and/or barge and/or scow and any substituted vessel, whether owned, chartered or operated by the Carrier and used in performance of this contract; the word “Merchant” means and includes, jointly and severally, the shipper, the receiver, the consignee, the holder of this Bill of Lading, the owner of the goods, and any persons having a right, title or interest in or to the goods, and the servants or agents of any of these; the word “charges” means and includes freight, sub-freight and all expenses and money obligations incurred and payable by the Merchant, including dead freight; the word “Carrier” means and includes Government of the Northwest Territories (herein “GNWT”) and associated and related companies and every ship used in the carriage, as well as the owner, operator, officers and crew thereof and all officers, employees and agents of the Carrier and sub-contractors of the Carrier and their officers, employees and agents; the words “tow” or “towing” shall mean moving or propelling a ship by any means, including pushing; and the words “Demurrage Charges” means the then current applicable demurrage charges of the Carrier as specified in its tariff on file and open for inspection at its offices at Terminal “C”, Vale Island, 42003 Mackenzie Highway, Hay River, NT X0E 0R9.

2. GENERAL

It is agreed that each party carrying the goods enroute shall be responsible only for the goods while same are in its own personal custody. Any arrangements for carriage are made for the convenience of the Merchant and the responsibility of each party carrying the goods with regard to the carriage and storage by means other than its own ships or vehicles or stores or railway lines is to be that of agent only, and any claim for loss, damage or delay must be made only against the person, firm or corporation in whose custody the goods actually were at the time when the loss, damage or delay was caused or arose.

It is agreed that the custody, carriage and storage of the goods are subject to all the terms of this Bill of Lading on the front and reverse side hereof, which shall govern the relations, whatsoever they may be, between the Merchant and the Carrier, master and ship in every contingency, wheresoever and whensoever occurring and also in the event of deviation or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this Bill of Lading shall be deemed to have been waived by the Carrier unless by express waiver in writing signed by a duly authorized agent of the Carrier.

Any alterations, additions or erasures in this Bill of Lading whether on the front or back hereof shall be signed or initialed in the margin by an agent of the Carrier issuing the same, and if not so signed or initialed shall be without effect and this Bill of Lading shall be enforceable according to its original tenor.

3. WITH RESPECT TO WATER CARRIAGE

This Bill of Lading shall have effect subject to the provisions of Part 5 of the *Marine Liability Act*, SC 2001 c.6, including Schedule 3 thereto which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to the said Act to any extent, such terms shall be void to that extent but no further. The provisions stated in the said Act shall (except as specifically provided in Section 20, paragraph 2,



hereof and as may be otherwise specifically provided herein) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or miss-delivery or loss or damage to the goods occurring while the goods are not in actual custody of the Carrier, and while the goods are in the actual custody of the Carrier, the liability of the Carrier, if any, shall be limited as provided in the *Marine Liability Act* and as specifically provided in Section 20 hereof and as may be otherwise specifically provided herein. The Carrier reserves the right to substitute another vessel without notice at any time or place, whether operated by itself or others, or scheduled to arrive or depart earlier or later than the vessel (if any) indicated to be used. PROVIDED HOWEVER, that where the contract evidenced by this Bill of Lading is subject to the laws of the United States of America:

- (a) the provisions of the *Carriage of Goods by Sea Act* of the United States of America shall (except as specifically provided in Section 20, paragraph 2, hereof and as may be otherwise specifically provided herein) govern before the goods are loaded on and after they are discharged from the ship, and throughout the entire time the goods are in the Carrier's custody;
- (b) the Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or miss-delivery, or loss or damage to the goods occurring while the goods are not in the actual custody of the Carrier, and while the goods are in the actual custody of the Carrier, the liability of the Carrier, if any, shall be limited as provided in the *Carriage of Goods by Sea Act* of the United States of America and as specifically provided in Section 20 hereof and as may be otherwise specifically provided herein;
- (c) the Carrier shall be entitled to the full benefits of, and the right to all limitations of or exemptions from, liability authorized by any provision of Sections 4281 to 4286 of the Revised Statutes of the United States of America and amendments thereto, and of any other provisions of the laws of the United States of America;
- (d) in respect of goods carried on deck and stated as being carried on deck, all risks of loss or damage by perils inherent in such carriage shall be borne by the Merchant, but in all other respects, the custody and carriage of such goods shall be governed by the terms of the Bill of Lading and the provisions stated in the *Carriage of Goods by Sea Act*, of the United States of America, notwithstanding Section 3(c) hereof.

4. DECK CARGO

The goods may be stowed and carried on or under deck. Notwithstanding anything herein or in the *Marine Liability Act* or the *Carriage of Goods by Sea Act*, of the United States of America, goods which are stated herein as being carried on deck and are so carried, and live animals and plants are received, kept, carried and discharged at the sole risk of the Merchant, and the Carrier shall not, under any circumstances of any kind whatsoever, be liable for any loss, damage or delay or detention to live animals or plants or to goods being carried on deck and stated in this Bill of Lading to be so carried, howsoever and wheresoever such loss, detention or damage occurs, even though such loss, detention, or damage be caused by the act, omission, negligence or default of the Carrier, or by the unseaworthiness or unfitness of the ship at the time of loading or sailing, or at any other time.

5. FREIGHT

Whether prepaid or not, freight is deemed to have been earned when the goods are delivered to the Carrier for transportation, and is not be set off, deducted, refunded or reduced in any event, ship or goods lost or not lost. The Merchant shall pay the freight and all other lawful charges accruing on the goods, and if required, shall pay the same before delivery. If the goods shipped are not those



described in this Bill of Lading, the freight charges must be paid upon the goods actually shipped, with any additional penalties lawfully payable thereon.

6. LIEN

The Carrier shall have a lien upon the goods, and upon any and all other goods of the Merchant which are in the possession of the Carrier from time to time, and shall have the right to sell the same by public auction or private sale or otherwise for all unpaid freight, sub-freight, demurrage, detention, charges, expenses, fines and any other lawful claim and for damages, costs and expenses (including expenses of exercising such lien and such sale) and for interest; the lien may be exercised by the Carrier notwithstanding that it may have parted with possession of the goods. The Carrier may recover any deficiency from the Merchant after the auction or sale aforesaid.

7. VOYAGE AND METHODS OF CONVEYANCE

The Carrier shall have the following liberties, any warranty or rule of law to the contrary notwithstanding:

- (a) to sail with or without pilots, and/or tugs, to adjust compasses, to be drydocked at any time, at any place, for any purpose with or without goods on board, to tow or be towed, and to assist vessels in all situations;
- (b) to be at liberty either before or after proceeding towards the port of delivery of the said goods, to proceed to or return to and stay at any ports or places whatsoever (although in a contrary direction to or out of or beyond the route of the said port of delivery) or to proceed in any order, backwards or forwards, for loading or discharging goods or stores, or for any purpose whatsoever, whether in relation to her homeward voyage or to her outward voyage, or to an intermediate voyage, and all such ports, places and sailings, shall be deemed included within the intended voyage for the goods;
- (c) to tow the barges with any other tows on a double or multiple tow basis and to substitute or change either tug or barge at any stage of the voyage;
- (d) to transport the goods by air or land as well as by water;
- (e) if the Carrier shall determine in any particular case that it is not possible, practical or convenient to ship or deliver goods (of which impossibility, impracticability or inconvenience the Carrier shall be the sole and conclusive judge) the Carrier shall be at liberty to postpone the shipment or delivery of the goods to a later date or until the next shipping season, and to store the same, afloat in the ship or otherwise with or without watchmen, or ashore, the Merchant shall pay reasonable storage charges on such goods;
- (f) if the Carrier is of the opinion (of which it shall be the sole and conclusive judge) that perishable goods have perished, or are liable to perish, or are about to perish, it shall be at liberty to dispose of the same in any manner, or to sell the same to any purchaser at such price as the Carrier considers fair, and the Carrier shall be only accountable to the Merchant for such money as it shall actually receive for the said perishable goods;
- (g) to be at liberty during the course of the voyage or at any intermediate port to shift or discharge the goods for the purpose of better stowing the same or discharging or stowing other goods;
- (h) to be at liberty to lighter or otherwise carry the goods to or from the ship and/or to transship;



- (i) in case of accident or should the ship put into a port of refuge or from any cause not commence to proceed in the ordinary course of her voyage, the Carrier shall be at liberty to discharge into craft and/or land the goods or any part thereof and/or store afloat or ashore and/or transship and/or forward to destination and/or terminate the contract of carriage;
- (j) in case of quarantine or if entry into a port or place of discharge or transshipment or staying thereat would render the ship liable to quarantine there or at another port or place, or if the ship is prevented from entering the port or place or is likely to be delayed thereat owing to blockade, interdiction, war, strikes, lockouts, disturbances, ice, storms or any other cause whatsoever beyond the Carrier's control, the Carrier shall be at liberty to proceed to a neighbouring safe and convenient port, and there land the goods and/or store afloat or ashore, and/or transport and/or forward the same to their destination by air or land or water at the sole risk of the Merchant, who shall pay all extra freight charges and expenses incurred.

The liberties hereby conferred shall not be considered as restricted by any words in the Bill of Lading, whether written or printed, or by any circumstances attending or preceding the shipment of the goods, or by nature of the goods, or be construed by reference to whether any departure pursuant to such liberties would or would not frustrate the object of the Bill of Lading, and custom or rule of law notwithstanding and notwithstanding unseaworthiness or unfitness of the ship at the commencement or at any stage of the voyage.

8. METHODS OF DELIVERY

Notwithstanding any custom of the port to the contrary:

- (a) Delivery of the goods shall be taken by the Merchant from the ship's tackle immediately the ship is ready to discharge, or, at the option of the Carrier, the goods may be discharged and stored afloat or ashore or delivered to the Merchant at the sole expense and risk of the Merchant, but subject to the Carrier's lien. If stored on the Carrier's premises, the Carrier may charge and recover Demurrage Charges;
- (b) Where any ship is surrendered to the Merchant, their servants or agents for towing, yarding, storage of goods, loading or unloading of goods or any other purpose, the Merchant is to keep the ship safely afloat at all times, and the ship and its contents are and are deemed to be in the care, custody and control of the Merchant, and the Merchant accepts all risk and liability for loss or damage, howsoever caused, to the ship or other property of the Carrier and to the property of the Merchant and the property of third parties in connection with the ship, for the period commencing at the earlier of the time the ship is let go from the Carrier's towing or released by the Carrier's master ending at the later of the time the ship is reaccepted by the Carrier's master or made fast to the Carrier's towing vessel, and the Carrier may charge and recover Demurrage Charges for the ship left with the Merchant for such period and for any period that a towing ship is required to stand-by;
- (c) The Merchant shall (except in those places where the Carrier maintains such facilities) provide and maintain safe and proper berths and moorings for the Carrier's ship where the Carrier's ship can get and lie, always safely afloat for the delivery up of the goods;
- (d) Upon any surrender of a vessel for handling, loading, stowing and unloading of goods by the Merchant the Carrier shall be relieved of any obligation to handle, load, stow or unload the goods;
- (e) The Carrier shall be at liberty to discharge day and night, holidays included, as fast as the ship can deliver, regardless of weather conditions, and the Carrier shall be under no liability to notify the Merchant of the arrival of goods;



- (f) Any loss or expense caused by Customs, Consular or other regulations not being complied with, or by Customs permit and/or other necessary papers not being lodged within twenty-four hours after ship's entry at the Customs, or when required, will be charged to the Merchant who shall indemnify the Carrier, and the Carrier shall be at liberty to return the goods to the port of shipment at the sole cost and expense of the Merchant;
- (g) The Carrier shall have the liberty to load, handle, stow, carry, take custody of, discharge and deliver any trailers containing vehicles, receptacles, pallets, skids and similar items for return to the Merchant or the owner thereof.

9. GENERAL AVERAGE

General average shall be payable according to the York-Antwerp Rules 1974, and shall be stated at any port or place selected by the Carrier. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the goods and the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if such salvaging ship or ships belonged to strangers. Such deposit as the Carrier or their agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods and the Merchant to the Carrier before delivery. Notwithstanding Rule 10(b) of the said York-Antwerp Rules it is expressly agreed that the cost of handling, discharging, and restowing goods shall be admitted as general average when reasonably necessary for the safe prosecution of the voyage, as well as under the circumstances set forth in said Rules.

10. BOTH TO BLAIM COLLISION CLAUSE

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant, and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

11. GOVERNMENT ORDERS

The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destinations, delivery or otherwise howsoever given by the Government of Canada, and any Provincial, Territorial, or Municipal Government or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government or any department thereof or by any committee or person having under the terms of the War Risks insurance on the ship the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly.

12. STOWAGE



The Carrier may stow the goods in the poop, forecastle, deck house, shelter deck, passenger space, bunker space or any other covered in or uncovered space or on deck and may stow them in containers, and the goods and/or containers shall contribute to general average, whether carried on or under deck.

13. PACKING CONTAINERS

The Merchant shall be liable for any loss, damage or injury caused by faulty packing of goods within containers and trailers and on flats when such packing has been performed by the Merchant or on behalf of the Merchant or by any person other than the Carrier. The Carrier does not accept responsibility for the functioning of reefer or insulated containers not owned or supplied by the Carrier. The Carrier reserves the right to open any container received for shipment in order to check the contents for freighting purposes and/or the stowage thereof, but such opening shall not infer any acceptance of responsibility to such stowage.

14. RECONDITIONING OF PACKAGES

The Merchant shall indemnify the Carrier against all expenses whatsoever and wheresoever incurred by the Carrier in relation to cooperage, baling, mending or reconditioning of packages, repacking and restowing contents of packages or loose contents of packages.

15. UNPACKING IRON AND STEEL

When unpacked consignments of iron or steel products are received and carried, the Carrier shall be under no liability for superficial rust, oxidation or any other slight alteration due to moisture which might affect the exterior aspect of the goods or result from their special nature.

16. DELAY AND INHERENT VICE

The Carrier does not accept responsibility for any direct or indirect loss and/or damage suffered by the Merchant or the goods caused by delay during transit and/or inherent vice of the goods unless the Carrier is liable therefor under the laws, statutes, agreements or conventions of a mandatory nature.

17. RESPOSITIONING OF CONTAINERS

Where containers owned or leased by the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty containers, with interiors brushed and cleaned, to the port or place of discharge or to the port or place designated by the Carrier, their servants or agents, within the time prescribed by the Carrier. Should a container not be returned within the prescribed time or in the prescribed condition, the Merchant shall be liable for Demurrage Charges and any loss and expense which may arise from such non-return.

18. RIGHTS AND IMMUNITIES – SERVANTS AND AGENTS OF CARRIER

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances be under any liability to the Merchant for any loss, damage or delay or otherwise of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and to extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing



provisions of this clause, the Carrier is or shall be deemed to be acting as agent or trustee, on behalf of and for the benefit of, all persons who are or might be its servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by the Bill of Lading. The Carrier shall be entitled to be paid by the Merchant, on demand any sum recovered or recoverable by the Merchant from such servant or agent (or independent contractor) of the Carrier for any loss, damage, delay or otherwise.

19. THROUGH TRAFFIC

Goods carried under this Bill of Lading, routed via water and/or road and/or air upon which the charges shown herein are computed on the tariff rates applicable to such routes and which cannot be forwarded by such routes, may, on the instructions of the Merchant, be forwarded by any other route or routes, and any extra expenses incurred thereby shall be for account of the Merchant, and no claim shall be attached to the Carrier for delay.

In the event of an increase in the on-carrying charges from port of discharge to final destination over the charges assessed at the time of shipment, all such additional charges shall become due and payable to the Carrier or delivering carrier, by the Merchant before delivery. Any wharfage or switching charges assessed by Ports Canada Corporation at Canadian ports and any terminal charges of whatsoever nature assessed or payable at the port of discharge and not absorbed by the inland carriers are to be paid by the Merchant.

20. LIMITATIONS OF LIABILITY

For the purpose of calculating the liability (if any) of the Carrier in respect of goods carried in a container or on a pallet which has not been packed and/or stowed inside a container, it is agreed that such container or pallet, as the case may be, constitutes a package. Except where a lower limit of liability is applicable the liability (if any) of the Carrier shall not exceed the amount calculated pursuant to Part 5 of the *Marine Liability Act* per container or pallet in the case of containerized or palletized goods, lost, damaged or delayed, or per package of customary freight unit of goods lost, damaged or delayed, where such goods are not carried in containers or pallets. The foregoing provisions of this clause shall not apply where a higher value is declared by the Shipper on the face hereof, in which case the Carrier's liability (if any) shall not exceed the declared value or the actual value (whichever is lesser) of the goods lost, damaged or delayed.

Notwithstanding anything herein or in the *Marine Liability Act* or, if applicable the *Carriage of Goods by Sea Act* of the United States of America, the Carrier shall be under no liability whatsoever for loss or damage to or in connection with the custody or care of handling of the goods prior to the loading on or subsequent to the discharge from the ship on which the goods are being carried by water, whether caused by the act, neglect, default or negligence of the Carrier, its servants or agents or otherwise. It is the intention of the Carrier and the Merchant that this Section 20, paragraph 2, is made pursuant to Article VII of the Schedule to Part 5 of the *Marine Liability Act* (and if applicable, Section 7 of the *Carriage of Goods by Sea Act* of the United States of America and that the Merchant will take out such insurance as may be necessary or advisable to protect it from such loss or damage.

21. NOTICE OF LOSS OR DAMAGE – TIME FOR SUIT

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at time of removal of the container or its contents into the custody of the Merchant, such removal shall be prima facie evidence of the delivery by the Carrier of the container or the goods as described in the Bill of Lading, as the case may be, and if the loss or damage is not apparent the notice must be given within 3 days of the delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the goods or the date the goods should have been delivered.



22. BLOCKING AND STAKING

Any charges incurred for furnishing labour and material for lashing, staking, blocking or otherwise securing for safe transportation, heavy shipments loaded in or on railway cars, trucks or which otherwise require special provision for stowage, will be charged against the goods.

23. SURRENDER OF BILL OF LADING

Subject to the law in force at the port or place of delivery, the Carrier may require that this Bill of Lading duly endorsed must be surrendered in exchange for a delivery order for the goods.

24. SHIPMENT OF DANGEROUS GOODS AND INDEMNITY OF THE CARRIER

The Merchant warrants to the Carrier that:

- (a) it has brought to the attention of the Carrier in writing the nature of all pollutants, hazardous or dangerous substances and/or substances which may cause damage to the environment or danger to health, safety or welfare of persons, or risk of interference with normal enjoyment of property or life, or danger to the health of animal life, or damage to plant life or property, to be carried pursuant to this Bill of Lading, such goods to include any toxic substance, waste, pollutant, deleterious substance or dangerous good, as these terms are given meaning under the International Maritime Dangerous Goods Code ("IMDGC") or any laws of Canada or one of its Provinces or Territories applicable hereto and any laws of the United States of America or one of its States applicable hereto (hereinafter in this section called "dangerous goods");
- (b) all applicable requirements of the laws of Canada with respect to the transportation of dangerous goods, including those set out in the Transportation of Dangerous Goods Act, 1992 and the Transportation of Dangerous Goods Regulations, and all applicable requirements of the IMDGC, have been complied with;
- (c) the Merchant has properly packaged, labelled and marked the goods and all goods which are designated as "marine pollutants" in any laws of Canada or one of its Provinces or Territories or of the United States of America or one of its States or in the IMDGC are clearly and visibly identified by the words "MARINE/POLLUTANT" together with the proper shipping name;
- (d) where applicable, the Merchant has an emergency response assistance plan that has been filed with and approved by the Minister of Transport pursuant to section 7 of the Transportation of Dangerous Goods Act, 1992;
- (e) the Merchant has packed any dangerous goods into containers or vehicles that comply with the requirements of the IMDGC;
- (f) the Merchant has not packed any dangerous goods with incompatible substances;
- (g) the Merchant has externally examined its packaged dangerous goods and found them to be sound; and
- (h) the Merchant has properly stowed and secured its packaged dangerous goods or had them properly stowed and secured in containers or vehicles.

The Merchant notwithstanding anything contained herein or in the *Marine Liability Act* shall:

- (a) indemnify the Carrier and hold it harmless from all loss, damage, delay and also from any costs of taking any measures required by law, regulation or governmental directive and taking any measures consistent with public or environmental safety in connection with the



goods to prevent or eliminate dangerous conditions, and prevent the release, or if released, to remedy any dangerous condition or reduce or mitigate any danger to health, safety or welfare of persons, any risk of interference with normal enjoyment of property or life, any danger to the health of animal life, and any risk of damage to plant life, or property or the environment; and

- (b) indemnify the Carrier and hold it harmless against all claims (including actions, claims, demands, causes of action, liens, penalties, forfeitures, assessments and proceedings of every nature and kind made, brought or prosecuted by any person, including by Her Majesty in the Right of Canada or in the Right of any of the Provinces or Territories of Canada or other governments and agencies thereof, including the United States of America or one of its States, or by persons receiving the goods from the Carrier hereunder) in respect of, directly or indirectly, the goods or any portion or portions thereof which are pollutants, hazardous or dangerous substances or substances which may cause damage to the environment.

In addition to any remedy available at law, the Carrier may sell, destroy, store ashore or afloat, abandon or otherwise dispose of any goods in respect of which the Carrier reasonably believes the Merchant to be in breach of this warranty and representation, all at the expense and for the account of the Merchant and without liability to compensate the Merchant.

25. LAW AND JURISDICTION

The contract evidenced by this Bill of Lading Receipt shall be interpreted in accordance with the laws of the Northwest Territories, and the laws of Canada applicable therein. The parties submit to the jurisdiction of Federal Court of Canada and Superior, Provincial and Territorial courts in Canada whichever is the most appropriate with respect to any matter arising hereunder.