

Formulaire 75

Demande de reprise de possession de marchandises

(alinéa 81.1(1)a) de la Loi)

Destinataire : M. Guillaume Landry, RAYMOND CHABOT INC., Séquestre

Je, Jack Richard, de **LIFTKET ENTERTAINMENT INC.**, fournisseur, demande d'avoir accès aux marchandises décrites et d'en reprendre possession, lesquelles marchandises ont été vendues et livrées à **SOLUTIONS HIGHPOINT INC.** acheteur, aux dates et aux conditions indiquées dans les documents ci-joints :

- Voir les Factures et preuves de livraison ci-jointes

Dans le cas où l'acheteur fait une cession, (ou dont les biens sont visés par la nomination d'un séquestre dans le sens prévu au paragraphe 243(2) de la Loi), le syndic ou le séquestre est tenu d'accorder mainlevée à l'égard des marchandises, conformément au paragraphe 81.1(1) de la Loi.

La présente demande est soumise sous toutes réserves des droits et recours du Fournisseur, et de manière subsidiaire et sans préjudice à l'exercice par le Fournisseur de sa faculté de résolution de plein droit de la vente des marchandises visées.

Daté le 5 août 2022, à Québec.

LIFTKET ENTERTAINMENT INC.

Fournisseur



Par : Jack Richard

Numéro de téléphone : 418-558-2069

Adresse électronique : Jack.Richard@Liftket-ET.com

(Envoyer copie de toute correspondance relative à la présente demande à :

DS AVOCATS CANADA S.E.N.C.R.L., s.r.l.

Me Jean-Yves Simard

1080, Côte du Beaver Hall, bur. 2100

Montréal (Québec) H2Z 1S8

Téléphone : (514) 360-5102

Télécopieur : (514) 284-3235

Courriel : jysimard@dsavocats.ca)

REMARQUE : Lorsqu'une copie du présent avis est envoyé par voie électronique, par des moyens tels que le courriel, le nom et les coordonnées de l'expéditeur, tel que prescrit au Formulaire 1.1, doivent être indiqués à la fin du document.

LIFTKET Entertainment Inc

925, Newton Ave #118

Quebec QC G1P 4M2

+1 (418) 558-2069

info@Liftket-ET.com

www.liftket-et.com

GST/HST Registration No.: 788267714 RT0001

QST Registration No.: 1225045361 TQ0001



Invoice

BILL TO

Solution Highpoint
 9050 Impasse de l'invention
 Anjou QC H1J 3A7

SHIP TO

Solution Highpoint
 9050 Impasse de l'invention
 Anjou QC H1J 3A7

INVOICE # 1629**DATE** 01/06/2022**DUE DATE** 01/07/2022**TERMS** Net 30 days**SHIP DATE**

30/06/2022

SHIP VIA

Air Freight to Customer

YOUR P.O.

23407

PRODUCT	SKU	QTY	RATE	AMOUNT
MOVECAT VMC-400/250-15/40-24b 405964 - Variable motion chain hoist DGUV V17 (C1) - SIL3 - 400Kg@15m/min or 250kg@40m/min	405964	12	11,826.00	141,912.00
MOVECAT V-Motion-40-E-SIL3 403582 - Variable Motion Controller, E-version according DGUV V17 (C1) - SIL3 - scenic moving over people	403582	12	10,354.50	124,254.00
MOVECAT I-Motion NMB 14 401708 - Network Master E-Stop distribution Box	401708	2	13,675.50	27,351.00
MOVECAT I-Motion NDB 6 400349 - Network Distribution Box - 1x input, 6 x outputs	400349	2	2,875.50	5,751.00
MOVECAT Expert RTG adjustable Stand 403828 - For Expert-T III console	403828	2	2,281.50	4,563.00
MOVECAT PDU 32-4-16 VRM 108155 - Power Distribution Unit - 32A Input - 4x 16A outputs w/ RDC	108155	2	7,242.75	14,485.50
MOVECAT PMC HV-25 401352 - Power Multicore-Hybrid Cable 25m - Harting connectors	401352	29	1,417.50	41,107.50
MOVECAT I-Motion NDC-2 401414 - Network data connection cable 2m	401414	29	378.00	10,962.00
MOVECAT I-Motion NDC-50 401432 - Network data connection cable 50m	401432	2	1,080.00	2,160.00
MOVECAT I-Motion Server 405041 - Data base server to connect 2 remote desks and additional diagnostic PC - Database backup	405041	1	8,437.50	8,437.50

WIRE TRANSFERT INFO

ROYAL BANK OF CANADA

140 Grande-Allée, Québec (Québec) G1R 5M8

Bank ID: 003

Transit: 00005

Account: 1015692

Swift BIC: ROYCCAT2

Automation 1st shipment
12x VMC
drop ship to client

SUBTOTAL 380,983.50
GST @ 5% 19,049.19
QST @ 9.975% 38,003.10
TOTAL 438,035.79
BALANCE DUE

CAD 438,035.79

TAX SUMMARY

	RATE	TAX	NET
	GST @ 5%	19,049.19	380,983.50
	QST @ 9.975%	38,003.10	380,983.50

WIRE TRANSFERT INFO
ROYAL BANK OF CANADA
140 Grande-Allée, Québec (Québec) G1R 5M8
Bank ID: 003
Transit: 00005
Account: 1015692
Swift BIC: ROYCCAT2

VALGUI TRANSPORT INC.
 2280, 43ieme Avenue
 Lachine QC H8T 2J8
 Tel.:(514) 636-6440 Fax:(514) 636-6427
 NIR: R-565524-7



Probill #
0038789

WAY BILL
 CONNAISSEMENT

Client		Date	Order # / Commande #
K WEST FREIGHT		30-06-22	WEB6223
Services			
Air freight <input checked="" type="checkbox"/> AIR / AÉRIEN <input type="checkbox"/> MARITIME		<input type="checkbox"/> Temperature controlled <input type="checkbox"/> Dangerous goods	<input type="checkbox"/> Tailgate <input type="checkbox"/> Tarp <input type="checkbox"/> Secured Freight
Pickup / Ramassage		Delivery / Livraison	
VALGUI TRANSPORT C/O KWEST FREIGHT 2280 43e Ave Lachine QC H8T 2J8 Canada Cathv/ Warehouse (514) 636-6440		SOLUTION HIGHPOINT 9050 Impasse de l'invention, Anjou QC H1J 3A7 Canada Receiving (514) 476-7791	
Pickup Instructions / Instructions ramassage		Delivery instructions / Instructions livraison	
Requested: 30/06/2022 IMPORT CHECK-IN REPORT #71070 4@120 x 80 x 150 cm; 1@ 80 x 60 x 100 cm		Please deliver 06/30 by 4 pm.	
Merchandise / Marchandise		References	
Spare Parts Nbr of Pcs: 5 Nbr of Skids: 0 Weight: 1,800.00 Kg Volume weight: 0.00 Kg		Reference: KFS-1393 MAWB/MBL: 014-64603943 HAWB/HBL: KR-00005050 Cargo Ctrl 80GHKR00005050	
Avis de réclamation / Note of claim: Le client est responsable du conteneur temps et aussi longtemps qu'il en a possession. La compagnie n'est responsable de pertes, de dommages ou de retards aux marchandises transportées, qui sont décrites au connaissement, qu'à la condition d'un avis écrit précisant l'origine des marchandises, leur destination, leur date d'expédition et le montant approximatif réclamé en réparation de la perte, des dommages ou du retard, ne soit signifié au transporteur initial ou au transporteur de destination, dans les soixante (60) jours suivant la date de la livraison des marchandises, ou dans les cas de non-livraison, dans un délai de neuf (9) mois suivant la date de l'expédition. La présentation de la réclamation finale accompagnée d'une preuve du paiement des frais de transport doit être soumise au transporteur dans un délai de neuf (9) mois suivant la date de l'expédition. Valeur déclarée / Declared value: Responsabilité maximum de \$4.41 par kilogramme à moins d'indication contraire selon la valeur déclarée. Responsabilité maximum de \$4.41 par kilogramme pour conteneur en entreposage. Maximum liability of \$4.41 per kilogram unless declared value states otherwise. Maximum liability of \$4.41 per kilogram for storage container.			
Shipper signature Date and time 30-06-22 14h45		Consignee signature Date and time 30/06/22	
Important: Si les marchandises ne sont pas en bon état, veuillez l'indiquer à côté de votre signature et en avertir immédiatement vos agents d'assurance. If shipment is not in good order, you must note this against your signature and advise your insurance company immediately.			

014 FRA 64603943

Shipper's Name and Address

MOVECAT GmbH
Rudolf Diesel Straße 21
71154 Nufringen
Germany

Consignee's Name and Address

Liftket Entertainment Inc
925 Newton Avenue, Suite 118
G1P 4M2 QC
Canada

Issuing Carrier's Agent Name and City

Kras-Logistics GmbH
Seinestrasse 5
65479 Raunheim

Agent's IATA Code

Account No.

Airport of Departure (Addr. of First Carrier) and Requested Routing

Frankfurt am Main

To By First Carrier Routing and Destination to by to by

YUL AC

Airport of Destination

Requested Flight/Date

Montreal

AC 845/29

Handling Information

ECD:22DE955181872568E3

KR-00005050

Not Negotiable

Air Waybill

Issued by

Kras-Logistics GmbH
Seinestrasse 5
65479 Raunheim

Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

Accounting Information

Reference Number

ACE2258394

Optional Shipping Information

CPT MONTREAL-DOR

Currency CHGS WT/VAL Other

EUR P P

Declared Value for Carriage Declared Value for Customs

NVD NCV

Amount of Insurance

XXX

INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".

DE-RA-01436-01/NOT SECURED//

SCI

X

No. of Pieces RCP	Gross Weight	Rate Class	Chargeable Weight	Rate	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
5	1800.0K	Q	1800.0		As agreed	Spare Parts n.r. VMC variable motion chain hoist, EMV filter interference suppression 4/120x 80x150 cm 1/ 80x 60x100 cm TTL VOL: 6.240 CBM
5	1800.0K				As agreed	
Prepaid		Weight Charge	Collect	Other Charges		
Valuation Charge						
Tax						
Total Other Charges Due Agent						
Total Other Charges Due Carrier						
Total Prepaid		Total Collect				
As agreed						
Currency Conversion Rates		CC Charges in Dest. Currency				
For Carrier's Use only at Destination		Charges at Destination		Total Collect Charges		

Kras-Logistics GmbH
Johannes Halfmann

Signature of Shipper or his Agent

Kras-Logistics GmbH
2022-JUN-24 12:11 Raunheim

Executed on (date)

at (place)

FRA AS CARRIER

Signature of Issuing Carrier or its Agent

KR-00005050

RESOLUTION 600b

NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:
CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.
SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.
WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:
the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.
MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.
2. 2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
 - 2.2.1 applicable laws and government regulations;
 - 2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
 - 2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
 - 2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
 - 2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
 - 2.2.2.4 rules about Carrier's right to refuse to carry;
 - 2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
4. For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 19 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.
5. 5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.
5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.
6. 6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.
7. 7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
 - 7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
 - 7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face
10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
 - 10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
 - 10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
 - 10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.
 - 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
 - 10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.
 - 10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
 - 10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

NO : 500-11-061189-227

**COUR SUPÉRIEURE
(CHAMBRE COMMERCIALE)
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL**

**DANS L'AFFAIRE DU SÉQUESTRE
INTÉRIMAIRE DE :**

SOLUTIONS HIGHPOINT INC.

Débitrice

et

RAYMOND CHABOT INC.

Séquestre intérimaire

et

BANQUE NATIONALE DU CANADA

Créancière Garantie

et

LIFTKET ENTERTAINMENT INC.

Requérante

**DEMANDE DE REPRISE DE POSSESSION
DE MARCHANDISES**
(Article 81.1 LFI)

CODE BD4095

N/☞: 43343-001

DS

DS AVOCATS CANADA S.E.N.C.R.L., s.r.l.

1080, Côte du Beaver Hall, bureau 2100

Montréal (Québec) H2Z 1S8

Téléphone: 514-312-1949

Télécopieur: 514-284-3235

Me Jean-Yves Simard

jysimard@dsavocats.ca

notification@dsavocats.ca