

## **Purolator Courier Ltd.**

### **Terms and Conditions**

#### **Application of Terms and Conditions**

All services provided by Purolator Courier Ltd. (“Purolator”), including those provided through agents, are subject to and governed by these Terms and Conditions and the terms and conditions contained in the Bill of Lading, and will be billed in accordance with Purolator’s specified rates.

In the event of an inconsistency between these Terms and Conditions and the terms and conditions contained in the Bill of Lading, these Terms and Conditions will govern to the extent of such inconsistency.

#### **Definitions**

“Account Customer” means a person or entity that is party to a Courier Services Agreement or has otherwise set up an account with Purolator for billing purposes.

“Bill of Lading” means any shipping document, label, waybill, manifest or similar instrument used by Purolator in the provision of its courier services.

“Convention” means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland, October 12, 1929 or the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, Canada, May 28, 1999, or those conventions as amended or supplemented as may be applicable. When applicable, the Convention in most cases limits the liability of Purolator in respect of loss of, damage to, or delay in the carriage of Shipments.

“Courier Services Agreement” means a Purolator Courier Services Pricing Agreement or other form of agreement governing the provision of courier services by Purolator for a specific Customer.

“Customer” means a person or entity utilizing Purolator’s services, whether as Shipper or Receiver, and includes any Account Customer.

“Receiver” means the party to whom a Shipment is addressed.

“Shipment” means one or more packages sent on the same date and at the same time from one Shipper to one Receiver at one address.

“Shipper” means the party tendering a Shipment to Purolator for delivery.

## Products

### ***Purolator Express™***

Shipments tendered in *Purolator Express* Envelopes, *Purolator Express* Packs or Customer's own packaging, are available as *Purolator Express* Products. *Purolator Express* Envelope Shipments weighing up to 1 lb and *Purolator Express* Pack Shipments weighing up to 3 lbs are charged a flat rate based on the Shipment's origin and destination. Purolator reserves the right to charge Customer based on the actual weight of the *Purolator Express* Envelope or *Purolator Express* Pack Shipment if the foregoing weight limits are exceeded.

#### Express - Domestic

##### *Purolator Express*

For non-discounted, list rate Shipments, delivery is guaranteed\* before 12:00 noon the next business day or fastest mode where express delivery is not available. For Account Customers utilizing a shipping discount, delivery is guaranteed\* before 6:00 PM the next business day or fastest mode where express delivery is not available.

##### *Purolator Express 9AM*

Delivery guaranteed\* before 9:00 AM the next business day.

##### *Purolator Express 10:30AM*

Delivery guaranteed\* before 10:30 AM the next business day.

#### Express U.S.

##### *Purolator Express U.S.*

Delivery to select destinations in the U.S. guaranteed\* before 6:00 PM or fastest mode where overnight is not available.

#### Express International

##### *Purolator Express International*

International express service to over 220 countries. Delivery is according to the transit times for each country.

#### \* Terms and Conditions of Guaranteed Service

Purolator will refund or credit the whole of the transportation charges (excluding any declared value charges) paid by the Customer (payer), upon request, if Purolator delivers Customer's eligible *Purolator Express* Shipment after the selected delivery guarantee time on the next business day following Purolator's acceptance of the Shipment, provided the following conditions are met:

- (i) The Shipment destination must be a next business day, guaranteed delivery point from the point of origin.

- (ii) The delay must not be caused by some event beyond the control of Purolator, including but not limited to, those items set out under “Events Beyond Purolator’s Control”.
- (iii) This guarantee does not apply to Shipments left in Purolator drop box facilities after the posted pick-up time, or “after hours” pick-ups made after local cut-off times.

Some geographic service restrictions apply — please call 1-888-SHIP-123 for details. In the event of a disruption in alternative delivery services, this guarantee will not apply until the volume of Shipments tendered to Purolator returns to normal.

***Purolator Ground™***

Shipments tendered in *Purolator Express Envelopes* or *Purolator Express Packs* will travel via Purolator’s fastest mode and are not available for delivery as *Purolator Ground* Shipments.

*Purolator Ground*

Travels via Purolator’s most economical mode (usually ground) to the destination. *Purolator Ground* Shipments will reach most Canadian destinations in 2 to 6 days.

*Purolator Ground U.S.*

Travels via Purolator’s most economical mode (usually ground) to the destination. *Purolator Ground U.S.* Shipments will reach most U.S. destinations in 2 to 6 days.

**Sameday**

NEXT FLIGHT OUT is available for deliveries across Canada, or from Canada to the U.S. Customers’ Shipments will be picked up, taken to the nearest major airport and placed on the next available flight out. Upon landing, Customers’ Shipments will be delivered directly to their destinations.

DIRECT DRIVE service is a point-to-point direct delivery service available within Canada. Customers’ Shipments will be collected from their pick-up locations and driven directly to their destinations.

*ON AND GONE®*, HOT, RUSH and REGULAR services are direct delivery in-city messenger services available in major Canadian cities. Depending on the pick-up location and destination and the service requested, Purolator may pick up and deliver Customers’ Shipments in the same city within 30 minutes to 5 hours of the call for delivery. ®ON AND GONE is a registered trade-mark of Dynamex Inc.

For all Same Day products:

- (i) A Same Day Bill of Lading must be completed by the Customer/Shipper.
- (ii) Dangerous Goods and Chain of Signature Shipments will not be accepted as Same Day deliveries.
- (iii) Purolator’s liability for Same Day deliveries is limited - (see “Maximum Liability”).

Same Day products are not money-back guaranteed products.

### Services

The following Purolator Services may be added to any Purolator Product except as indicated.

#### **ExpressCheque<sup>®</sup>**

*ExpressCheque* is an alternative to cash on delivery (COD) shipments where payment is collected from the Receiver at the time a Shipment is delivered. When a Shipper elects *ExpressCheque* service, Purolator will, prior to releasing the Shipment to the Receiver, collect a cheque, post-dated cheque, certified cheque, bank draft or money order made payable to the Shipper in the amount noted on the face of the *ExpressCheque*.

*ExpressCheque* services are provided subject to the following terms and conditions:

- (i) Purolator's liability in the event of loss, damage or delay in the delivery of the *ExpressCheque* envelope, regardless of the manner in which that loss, damage or delay occurs, or for failure to collect a cheque, post-dated cheque, certified cheque, bank draft or money order at delivery, or if the amount noted on any of the above is incorrect, is limited to a refund of the freight charges paid for the *ExpressCheque* Shipment.
- (ii) Purolator assumes no responsibility for ensuring the genuineness of a document purporting to be a cheque, post-dated cheque, certified cheque, bank draft or money order, and assumes no liability in the event that the document received by Purolator is not that which it was represented to be by the Receiver or requested/expected to be by the Shipper.
- (iii) Purolator makes no representation regarding the validity of the cheque, post-dated cheque, certified cheque, bank draft or money order received and assumes no liability in the event that the cheque, post-dated cheque, certified cheque, bank draft or money order is not honoured.
- (iv) Purolator assumes no responsibility for ensuring that the Receiver complies with the form of payment requested by the Shipper and assumes no liability in respect thereof.
- (v) The Shipper is required to advise the Receiver of the amount of the cheque, post-dated cheque, certified cheque, bank draft or money order required prior to delivery by Purolator, any of which must be made payable to the Shipper, and any of which are accepted at Shipper's risk.
- (vi) If the Receiver refuses to accept delivery of the Shipment, for whatever reason, the Shipper will be billed and agrees to pay the shipping costs for the return of the Shipment.
- (vii) Only cheques, post-dated cheques, certified cheques, bank drafts or money orders are acceptable. Cash is prohibited.

- (viii) These *ExpressCheque* terms and conditions are non-negotiable and cannot be altered, varied or amended.

## Dangerous Goods

Purolator will accept certain Dangerous Goods for transport provided that they are properly marked, labelled and packaged to ensure safe transportation in accordance with Purolator's ordinary care in handling and in accordance with all applicable legislation, including without limitation, the Transportation of Dangerous Goods Act and the Regulations thereto and the ICAO Technical Instructions. The Shipper must also indicate whether the Shipment has been prepared for transportation by air or ground.

Dangerous Goods Shipments may travel as *Purolator Express* Shipments to Canadian and U.S. destinations provided that they are tendered to and accepted by a Purolator Dangerous Goods Specialist at a Purolator facility to ensure regulatory compliance. Dangerous Goods Shipments may be tendered to a Purolator Retail Centre or driver, however, notwithstanding Purolator's delivery time guarantee, late delivery of any such Shipment shall entitle the Customer only to the return of the premium paid to upgrade the delivery from a *Purolator Ground* Shipment to a *Purolator Express* Shipment provided that the Shipment was compliant for Purolator Express (air) transport. Dangerous Goods charges are non-refundable.

Dangerous Goods picked up on a Friday may be delivered using Saturday Service (described below) if elected by the Customer. Purolator will not pick up Dangerous Goods on Saturdays for Monday delivery.

The following table outlines those Dangerous Goods that can be accepted by Purolator for shipment in Canada (including those which require prior approval from Purolator) and those that cannot be accepted:

DANGEROUS GOODS	
Acceptable	
Class	Description
1.4G	UN0191, UN0197, UN0312, UN0336, UN0403, UN0431 and UN0453 <b><u>ONLY</u></b>
1.4S	Safety Explosives
2.1	Flammable Gases
2.2	Non-flammable / Non-toxic Gases
3	Flammable Liquids
4.1	Flammable Solids
4.2	Spontaneously Combustible Materials

4.3	Water Reactive Substances
5.1	Oxidizers
6.1	Toxic Substances
6.2	Infectious Substances
7	Radioactive Materials
8	Corrosives
9	Miscellaneous Dangerous Goods
<b>Restricted: Acceptable Only With Prior Approval by Manager Of Dangerous Goods</b>	
Class	
1.4 G	Explosives- other than those UN#'s listed above as "Acceptable"
5.2	Organic Peroxides
<b>Not Acceptable</b>	
Class 1	Explosives (except 1.4G or 1.4S as listed above)
Class 2.3	Toxic Gases
	Regulated Wastes

Notwithstanding the foregoing, Dangerous Goods cannot be accepted for delivery to points not directly serviced by Purolator (see Beyond Point Service). For information on shipping consumer commodities, call 1-888-SHIP-123.

Prior to tendering any Dangerous Goods to Purolator for delivery, the Shipper must

- (i) be adequately trained in packaging and preparing Dangerous Goods for transport;
- (ii) hold a training certificate or perform those activities under the direct supervision of a trained person who holds a certificate (see section 6.1 of Part 6, "Training" of the Transportation of Dangerous Goods Regulations);
- (iii) know the appropriate classification of the Dangerous Goods;
- (iv) ensure proper packaging according to safety standards;
- (v) provide proper marking and labeling of each Shipment according to regulations;
- (vi) provide the appropriate documentation for the selected mode of transport;
- (vii) supply the appropriate placards (for external identification of Dangerous Goods on Purolator's truck) when necessary; and
- (viii) provide the appropriate statements in the "description" field of the Bill of Lading.

## **Chain of Signature**

Purolator's Chain of Signature ("COS") service may be used to effect the transportation of certain controlled drugs and firearms in Canada. As COS Shipments travel through Purolator's handling system, authorized Purolator employees sign the Bill of Lading at each point throughout the handling process.

Only Customers authorized by Purolator may send COS Shipments. In addition, the Shipper must identify COS Shipments to Purolator before they are tendered to Purolator. A COS Bill of Lading displaying a full description of the contents of the Shipment and a COS sticker must be applied to the Shipment by the Shipper. COS service is not available with Saturday Service or to delivery destinations deemed to be beyond point deliveries.

## **Saturday Service**

When Saturday Service is elected, a Shipment picked up on Friday will be delivered by 8:00 PM Saturday, and a Shipment picked up on Saturday will be delivered by 8:00 PM on Monday — or Purolator will refund or credit the whole of the transportation charges (excluding any declared value charges) paid by the Customer (payer), upon request, provided the following conditions are met:

- (i) The Shipment destination must be a Saturday Service guaranteed delivery point from the point of origin (select Canadian and U.S. destinations only).
- (ii) The delay must not be caused by some event beyond the control of Purolator, including but not limited to, those items set out under "Events Beyond Purolator's Control".
- (iii) This guarantee applies to any qualified domestic overnight Shipment, except Shipments left in Purolator drop box facilities after the posted pick-up time, and all After Hours pick-ups done after local cut-off times.
- (iv) Purolator will not accept Saturday Service Shipments that require Chain of Signature.
- (v) Purolator will not pick up Dangerous Goods on Saturdays for Monday delivery — delivery will be made on Tuesday.
- (vi) A Saturday Service Shipment picked up on Friday for Saturday delivery cannot be upgraded to a *Purolator Express* 9:00 AM or *Purolator Express* 10:30 AM Shipment.
- (vii) Saturday pick-up for Monday delivery is not available to U.S. destinations.

## **Special Handling**

An additional charge will be applied when shipping items that require special handling, including, without limitation:

- (i) non-packaged (unboxed) items (excluding *Purolator Express* Envelopes, *Purolator Express* Packs and document Shipments):

- (ii) items not fully encased in a suitable shipping container (e.g., tires, pails, shrink wrapped items, etc.);
- (iii) overweight/oversized items which weigh more than 70 lbs (32 kgs) and/or equal or exceed 5 feet (152 centimetres) in length and/or equal or exceed a total overall package size of 165 inches (419 centimetres) (calculated as follows: length + 2 x width + 2 x height); and
- (iv) unsuitable items which, due to their nature (size, shape, packaging, contents), are deemed by Purolator, in its sole discretion, to be unsuitable for sorting and/or handling using Purolator's automated systems (e.g., ball bearings, nuts, bolts and fasteners, liquids, wooden or metal crates, etc.).

The payment of Special Handling Charges in respect of a particular Shipment will in no way affect Purolator's maximum liability stated in these Terms and Conditions or the classification of a Shipment as being "at Shipper's risk".

### **Signature Not Required**

Customers that do not require a signed proof of delivery may elect to waive same in relation to one or all future Shipments destined to their delivery address by signing up for Purolator's Signature Not Required ("SNR") service. When SNR service is elected, Purolator may leave Shipments at the delivery address covered by the SNR election unattended and without obtaining a proof of delivery signature. The Shipper of any Shipment delivered SNR and the Receiver of such Shipment (if different from the Customer that elected the SNR service) are bound by the liability release in favour of Purolator contained in the SNR election.

### **Origin Signature Not Required**

Customers that do not require a signed proof of delivery may elect to waive same in relation to any Shipment sent by electing to use Purolator's Origin Signature Not Required ("O-SNR") service. A Customer electing O-SNR service must provide Purolator with written authorization to leave the Shipment(s) without obtaining a proof of delivery signature and apply an O-SNR sticker to each piece of the Shipment before tendering same to Purolator. When delivering an O-SNR Shipment, Purolator's delivery driver may leave the Shipment at the delivery address unattended and without obtaining a proof of delivery signature. The Receiver of any Shipment delivered O-SNR is bound by the liability release in favour of Purolator provided by the Shipper choosing to send the Shipment on an O-SNR basis.

In circumstances where the delivery driver is of the opinion that the Shipment will be at risk of loss or damage if left SNR or O-SNR, the delivery driver may elect (in his/her own discretion) not to leave the Shipment without obtaining a proof of delivery signature notwithstanding the SNR or O-SNR election that has been made. U.S. and International Shipments, Dangerous Goods Shipments, *ExpressCheque* Shipments and COS Shipments are not eligible for SNR or O-SNR delivery.

## **Hold For Pickup**

For Shipments destined to Canadian or U.S. locations, Customers may request that a Shipment be held at the delivery depot closest to the Receiver's address for in-person pick-up in place of having the Shipment delivered to the delivery address indicated on the Bill of Lading by affixing a "hold for pick-up" sticker on the Shipment. Purolator will notify the Receiver by telephone when the Shipment is available for pick-up.

Alternatively, where a Receiver is not available to accept a delivery attempted by Purolator in person, the Receiver may arrange for the Shipment to be held at Purolator's delivery depot for in-person pick-up. Shipments held for pick-up will be held at the delivery terminal for a period of 5 business days. If the Receiver fails to pick the Shipment up during this time, Purolator may return the Shipment to the Shipper at the Shipper's expense.

When picking up a hold for pick-up Shipment, the Receiver must provide a piece of government issued photo identification, or, in the case of Shipments addressed to companies, a letter of authorization printed on the receiving company's letterhead. Where the Receiver authorizes a third party to pick up the Shipment on their behalf, the person picking up the Shipment must have a signed and dated letter referencing the Shipment's package identification number from the Receiver authorizing Purolator to release the Shipment. In such circumstances, Purolator reserves the right to record the recipient's identification particulars. Purolator may release a Shipment to a person that is not the Receiver without a letter of authorization provided that the government issued photo identification shown indicates that they live at the same address as the Receiver. Notwithstanding the foregoing, Purolator may, in its sole discretion, refuse to release a Shipment to anyone other than the Receiver of the Shipment named on the Bill of Lading.

When picking up a hold for pick-up Shipment that was sent "Collect" or "Third Party Payment", the Receiver (or authorized third party) will be required to pay all Shipment charges at the time of pick-up if they do not have a valid Purolator account number.

## **Rate Application**

### **Rates**

Purolator's list rates and beyond point rates apply to all services provided by Purolator. Purolator reserves the right to make additions or deletions to such rates at any time.

Purolator reserves the right to charge for any Shipment based on the greater of:

- (i) the weight declared by the Customer on the Bill of Lading;
- (ii) the actual weight of the Shipment determined by Purolator (see "Right to Reweigh Shipments" below); and
- (iii) the cubed weight of the Shipment (see "Cubing/Low Density Shipments" below).

### **Rate Quotes**

Purolator will provide a rate quote upon request by telephone at 1-888-SHIP-123 in person at a Purolator Retail Centre or on-line when preparing a Shipment using one of Purolator's automated shipping systems. Any such rate quote is subject to additional charges incurred after tendering the Shipment, which may include, without limitation, special handling and other administrative charges and/or adjustments made to a Shipment's weight as a result of Purolator's right to reweigh or cube Shipments.

### **Declared Value Charges**

*(For Purolator liability purposes only – Purolator does not provide insurance).*

If the Shipper declares a value for Purolator liability purposes, a surcharge of 3.25% of the amount of the declared value will be applied to the cost of the Shipment. Notwithstanding the foregoing, no declared value surcharge will be applied to Shipments (except Same Day Shipments) with a declared value (for Purolator liability purposes) of up to CDN \$100.00. See "Maximum Liability" for the maximum value that may be declared for Purolator liability purposes in respect of any Shipment.

### **Duties, Taxes and Brokerage Fees**

Purolator's published rates and charges do not include applicable duties or taxes. The Customer shall pay to Purolator or its designated customs broker (where applicable) any and all applicable taxes imposed with respect to the services provided, whether characterized as goods and services tax, sales tax, value added tax, business transfer tax or otherwise (hereinafter referred to as "Taxes") so that Purolator or its designated customs broker is fully reimbursed by the Customer as required by law. In addition to Taxes, the Customer shall pay to Purolator or its designated customs broker (where applicable) any and all brokerage fees, surcharges, customs and duties assessments related to Shipments tendered to Purolator by the Customer.

### **Beyond Point Service**

An additional charge will be applied where the origin or destination point is deemed by Purolator to be remote or is not serviced directly by Purolator.

### **Administrative Charges**

#### Address Correction Charge

An additional charge will be applied where the Receiver's address is incorrect, incomplete or illegible.

#### Missing/Invalid Account Number Charge

An additional charge will be applied where no account number appears or the Shipper inserts an incorrect account number on the Bill of Lading.

### Collect Charge

An additional charge will be applied when the Receiver pays the transportation charges.

### Third Party Charge

An additional charge will be applied when a third party pays the transportation charges.

### Proof of Delivery Charge

Purolator will provide electronic Proof of Delivery (POD), where available, to Customers at no charge. Electronic POD's may be obtained: (i) through Purolator's website, [www.purolator.com](http://www.purolator.com); (ii) from either of the following e-mail addresses: [track@purolator.com](mailto:track@purolator.com) or [PODtrack@purolator.com](mailto:PODtrack@purolator.com); (iii) through Purolator's Automated Shipping Software; (iv) or by calling 1-888-SHIP-123. An additional charge will be applied if Customer requests and is provided with a hard copy proof of delivery.

### Fuel Surcharge

Purolator's fuel surcharge for courier services is set monthly based upon the average price of regular unleaded gas reported by MJ Ervin and Associates Inc. (a company that monitors fuel prices across Canada). Changes are effective the first Monday of each month and appear at [www.purolator.com](http://www.purolator.com) approximately 2 weeks prior to the effective date.

The fuel surcharge applies to all courier Shipments tendered to Purolator regardless of destination or mode of transport and is applied to the sum of the base shipping rate, additional weight charges, *ExpressCheque* charges and beyond point charges. Other delivery service surcharges, administrative surcharges and taxes are excluded from the calculation. For additional information about Purolator's fuel surcharge visit [www.purolator.com/dbwp/fuel\\_surcharge.html](http://www.purolator.com/dbwp/fuel_surcharge.html).

### Rebilling Charge

An additional charge will be applied where the original invoice was billed as requested and Customer requests a change to the invoice.

### Credit Card Retrieval Charge

Purolator will provide back up in respect of credit card transactions for 6 months from the payment date free of charge. After 6 months, a fee may apply.

### Other Charges

Purolator reserves the right to charge for administrative services such as providing duplicate copies of invoices or other documentation.

## **Tendering Shipments to Purolator**

### **Customer Representation and Warranty**

The Customer represents and warrants that the Shipment will be properly described on the face of the Bill of Lading and any accompanying documentation. The Customer further warrants that the Shipment:

- (i) will be acceptable for transport;
- (ii) will not consist of “Prohibited Shipments”;
- (iii) will comply with Purolator’s “Shipping Restrictions”; and
- (iv) will be properly marked, addressed and packaged to ensure safe transportation in accordance with Purolator’s ordinary care in handling and in accordance with all applicable legislation, including without limitation, the Transportation of Dangerous Goods Act and the Regulations thereto and the ICAO Technical Instructions.

### **Right of Inspection**

Purolator reserves the right to open and inspect any Shipment tendered for transportation.

### **Right to Refuse Shipments**

Purolator reserves the right to refuse any Shipment which, in the sole judgement of Purolator, may soil, taint, or otherwise damage other merchandise or equipment, or which is economically or operationally impractical to transport, or which is improperly packed or wrapped. For further information on packaging requirements see “Shipment Acceptance Policy”.

### **Right to Reweigh Shipments**

Purolator reserves the right to reweigh Shipments, notwithstanding that a weight has been declared on the Bill of Lading. Reweighing is done on government-approved scales. In the event that the Customer fails to declare a weight on the Bill of Lading and Purolator does not reweigh the Shipment, Purolator reserves the right to ascribe to any such Shipment an average Shipment weight. The Customer acknowledges that charges based on the weight determined or ascribed by Purolator shall be levied and Customer agrees to pay same.

## Proper Labelling

Each Shipment or piece must display a Purolator or Purolator approved Bar Coded Parcel Identification Number (PIN) and a properly secured and completed address label, as follows:

- (i) The address label must display the Shipper's and Receiver's full addresses including postal code and phone number with area code (post office box addresses are not permitted). In addition to the above information, the address label must contain the following:
  - Customer account number (if applicable)
  - Service option selected
  - Billing instructions
  - Number of pieces
  - Shipment weight
  - Declared value (for Purolator liability purposes) – optional
  - Date and signature
- (ii) The address label must be securely fastened to the top of each Shipment or piece. String or wire tags are not acceptable. Improper labelling may result in the Shipment being delayed or lost. It is strongly recommended that a duplicate label be attached to an inner flap of each Shipment or piece;
- (iii) Address labels must be flat with all Purolator bar codes visible. Labels should not be wrinkled, creased, folded or placed on the Shipment in a manner that may make them difficult to scan and/or read (e.g., on box corners or uneven surfaces or seams);
- (iv) All previous delivery address labels and markings must be covered or removed;
- (v) A Shipment consisting of more than one package or piece must have each package or piece individually numbered. If a Shipment consists of three packages, for example, the packages would be marked 1 of 3, 2 of 3 and 3 of 3. This numbering of packages is in addition to the requirement that each package or piece of the Shipment displays a unique PIN and full delivery address;
- (vi) Orientation "up" arrows must be located on either both sides or ends of Shipments containing liquids or fragile items;
- (vii) Liquid packs must be labelled "LIQUID". Glass or ceramic products must be labelled "GLASS";
- (viii) Items weighing in excess of 70 lbs must be labelled as "Heavyweight";  
and

- (ix) Maximum of 4 pieces per Shipment when using a manual Bill of Lading.

#### Use of Personal Information

In the event that a Bill of Lading affixed to a Shipment tendered by Customer to Purolator contains personal information (i.e., information about an identifiable individual) Purolator shall: (i) limit its use, disclosure and retention of the personal information to that reasonably required to effect delivery of the Shipment; and (ii) use commercially reasonable efforts to safeguard the personal information while it is in its possession or under its control. Customer shall, prior to Purolator receiving the personal information, obtain any consent that may be required from any individual in respect of Purolator's collection, use or disclosure of the personal information as described above.

#### Account Customer Generated Labels

Purolator requires that Customers use Purolator's standard bar code and manifest bill of lading to eliminate billing, tracking and service failures. Account Customers may request, and Purolator may agree, in its sole discretion, to allow an Account Customer to use its own (or a third party provider's) label, bar code, and manifest in a form approved in advance by Purolator. Account Customers using their own form of label, bar code and manifest:

- (i) agree to comply with the design and specification requirements approved in writing by Purolator (the "Specifications");
- (ii) agree to release and discharge Purolator from, and indemnify Purolator against, all claims, actions, demands, loss or damages arising or resulting from such Account Customer's failure to comply with the Specifications;
- (iii) acknowledge that all Shipments tendered to Purolator bearing such Account Customer's own label, bar code and manifest are governed by these Terms and Conditions (as amended from time-to-time), the terms and conditions contained in any Purolator Bill of Lading as though such terms and conditions appeared on Customer's own label, bar code and manifest, and applicable law.

#### Service Stickers

Customers should indicate the desired choice of service (i.e., EXPRESS ("Air" on manual Bills of Lading) or GROUND) on the Bill of Lading and apply an AIR sticker, if required, beside the Bill of Lading. Most *Purolator Express* Shipments to destinations within Canada that go beyond an approximate radius of 500 miles (800 km) from their originating address require an AIR sticker.

#### **Cubing/Low Density Shipments**

All charges are based on a minimum density of:

- 15 lbs per cubic foot (6.804 kgs per .0283 cubic metres) for *Purolator Express* Shipments that travel via Purolator's air network
- 10 lbs per cubic foot (4.562 kgs per .0283 cubic metres) for *Purolator Ground* Shipments and *Purolator Express* Shipments that do not travel via Purolator's air network).

Purolator reserves the right to cube Shipments, notwithstanding that a weight has been declared on the Bill of Lading. In the event that the cubed weight of a Shipment exceeds the actual and declared weights of a Shipment, shipping charges will be applied based on such cubed weight. Customer's invoice will indicate the cube factor that has been applied.

Charges for low-density Shipments will be calculated at the appropriate density rate per cubic foot. The formula to be used in calculating the cubed weight of each piece in the Shipment is as follows:

Dimensional weight =  $\frac{\text{length} \times \text{width} \times \text{height}}{1728}$   
(in inches)

Metric equivalent =  $\frac{\text{length} \times \text{width} \times \text{height}}{28,316}$

- X 15 lbs (for Shipments that travel via Purolator's air network) or
- X 10 lbs (for Shipments that do not travel via Purolator's air network)

### **Heavy Weight Service**

Purolator may accept Shipments that weigh more than 70 lbs, provided that Heavy Weight Service has been pre-arranged by calling 1-888-SHIP-123. Heavy Weight Service Shipments are not eligible for Purolator's delivery guarantees. It is the Shipper's responsibility to advise the Receiver of a Heavy Weight Shipment that assistance moving the Shipment at the receiving end will be required to effect delivery. (Please Note: Special Handling Charges may apply over 70 lbs - see "Special Handling")

### **Shipping Restrictions**

- (i) Purolator does not offer collect Shipment services for destined to the U.S. or other international destinations.
- (ii) Purolator does not provide service to post office boxes.
- (iii) Fragile items such as glass and ceramics are not compatible with Purolator's high speed sorting and handling process. Any Shipment accepted into Purolator's distribution system that contains fragile items must travel at Shipper's risk (see "At Shipper's Risk").
- (iv) Purolator does not accept any Shipment prohibited by law.
- (v) Except by special arrangement, Purolator does not provide temperature-controlled services. Any Shipments requiring temperature control that are accepted into the Purolator distribution system must travel at shipper's risk (see "At Shipper's Risk").

Shipments not packaged and/or tendered in accordance with these Terms and Conditions must travel at shipper's risk (see "At Shipper's Risk").

### **At Shipper's Risk**

The following Shipments are not well suited to Purolator's distribution and sorting systems and are therefore subject to a high risk of damage. For this reason, these

Shipments will be accepted for carriage, but only at Shipper's risk (i.e., Purolator will not have any liability for these Shipments and will not accept any claims for loss, damage or delay of these Shipments):

- (i) Glass, ceramics and other similarly fragile items;
- (ii) Liquids;
- (iii) Items requiring temperature control;
- (iv) Confectionery products such as potato chips, chocolate, pastries and baked goods;
- (v) Unpackaged items;
- (vi) Privately packaged items (e.g., items not in manufacturer's original packaging);
- (vii) Items not packaged in accordance with Purolator's Shipment Acceptance Policy;
- (viii) Artwork;
- (ix) Antiques; and
- (x) Those items that are prohibited but which are tendered to Purolator and accepted for carriage.

"At Shipper's Risk" Shipments accepted into Purolator's distribution system must travel on a "no-value" basis (i.e., Customer cannot increase Purolator's liability by declaring a value for the Shipment on the face of the Bill of Lading, or, in the case of Shipments tendered via automated shipping systems, in the designated user entry field).

## **Prohibited Shipments**

### Domestic Destinations

Purolator will not accept the following items for shipping within Canada:

- (i) Human remains in any form.
- (ii) Live animals, birds or insects.
- (iii) Live plants or cut flowers.
- (iv) Cash, coins or other securities negotiable without endorsement such as bearer bonds, gift certificates, etc.
- (v) Fish, seafood, or meat (fresh or frozen).
- (vi) Tobacco or alcohol, inter-provincial (i.e., across provincial boundaries).
- (vii) Firearms or weapons of any kind (including parts thereof).
- (viii) Dangerous Goods included in the following classes and/or divisions: Class 1 (except Class 1.4S and certain Class 1.4G items); Class 2.3; Class 5.2 and Regulated Wastes and any Dangerous Goods which are not prepared in accordance with the "ICAO Technical Instructions for the Safe

Transport of Goods by Air” and/or the “Transportation of Dangerous Goods Act” and its regulations as applicable.

- (ix) Drugs prohibited by law.

#### U.S. Destinations

The following items in addition to those listed above under the heading “Prohibited Shipments-Domestic Destinations” will not be accepted for shipping to, from or within the U.S.:

- (i) Cuban products.
- (ii) Drugs prohibited by law, including aspirin containing codeine.
- (iii) Furs, fur clothing, fur-trimmed clothing.
- (iv) Jewellery, gold or any other precious metals (other than costume jewellery).
- (v) Dangerous Goods included in any of the following classes and/or divisions: Class 1; Class 2.3; Class 4 (any division); Class 5 (any division); Regulated Wastes and any Dangerous Goods which are not prepared in accordance with the “ICAO Technical Instructions for the Safe Transport of Goods by Air”, the “Transportation of Dangerous Goods Act” and its regulations and “Title 49 of the Code of Federal Regulations”, each as applicable.
- (vi) Alcohol, including samples.

#### Other International Destinations

Restricted items vary by country. For further information, please call 1-888-SHIP-123 to speak to a Customer Service Agent. Dangerous Goods are not accepted for destinations outside of the U.S. and Canada.

#### **Right to Use Subcontractors**

Purolator reserves the right to use subcontractors in the performance of its services. Any exercise by Purolator of this right shall in no way affect the maximum liability of Purolator stated in these Terms and Conditions (see “Maximum Liability”).

#### **Right to Use Alternate Modes of Transportation**

Purolator reserves the right to substitute alternate modes of transportation for that selected by the Customer. In the event the Customer fails to indicate a mode of transportation on the Bill of Lading, Purolator reserves the right to transport the Shipment by the fastest mode of transportation available and Customer acknowledges that charges based on such mode of transportation shall be levied and agrees to pay same. Any exercise by Purolator of these rights shall in no way affect the maximum liability of Purolator stated in these Terms and Conditions (see “Maximum Liability”).

## Shipment Acceptance Policy

### Exterior Packaging

(i) Defect-Free Carton

A defect-free carton maintains the original rigidity of its corrugated sidewalls. The carton's corner seals and flaps must remain intact. Carton defects include punctures, tears, rips or corner damage, each of which reduces the carton's structural integrity.

(ii) Defect-Free Carton Closure

Masking or cellophane tapes will not supply the strength necessary to secure Shipments travelling through Purolator's distribution system. The minimum acceptable tape is two inches wide for pressure-sensitive plastic tape. Water-activated or reinforced paper tape is not recommended. The use of string, rope, plastic straps or elastic bands on the outside of a Shipment is prohibited, as is the use of gift wrap or brown postal paper on the exterior of any Shipment.

(iii) Strength of Carton

The strength of the corrugated carton is a critical factor in a Shipment's ability to withstand the normal rigors of parcel handling and transportation. The carton's class stamp, printed on the bottom of the carton, designates the maximum allowable content weight and is shown as the last number at the bottom of the stamp. The weight of packaging and contents must not exceed 50% of this value.

(iv) Cans and Pails

Lid clips or lock rings must be used on all sizes of paint cans. Locking lids must be used on all sizes of pails.

### Interior Packaging

The contents of a Shipment must be held firmly in place by the interior (internal) packaging system. Interior packaging must surround the product and prevent movement within the carton to protect carton contents from normal external forces such as the pressure exerted by the stacking of other Shipments on top of it. Sufficient internal packaging is especially important for light, fragile Shipments.

### Size Limitations

#### Intra-Canada

*Purolator Express* Shipments travelling via Purolator's air network:

Max. length: 96 inches (244 centimetres)

Max. size: 144 inches (366 centimetres)

*Purolator Ground* Shipments and

*Purolator Express* Shipments not travelling via Purolator's air network:

Max. length: 120 inches (305 centimetres)  
Max. size: 216 inches (549 centimetres)

#### Between Canada and U.S.

All Shipments:  
Max. length: 72 inches (183 centimetres)  
Max. size: 210 inches (533 centimetres)  
Max. weight per piece: 150 lbs (68 kgs)  
Max. weight per Shipment: 551 lbs (250 kgs)

#### Between Canada and Other International

All Shipments:  
Max. length: 60 inches (152 centimetres)  
Max. size: 144 inches (366 centimetres)  
Max. weight per piece: 70 lbs (32 kgs)  
Max. weight per Shipment: 200 lbs (91 kgs)

Max. size is calculated as follows:  
length + 2 x height + 2 x width

Please note: Special Handling Charges may apply (see “Special Handling”)

### **Unpackaged Goods**

Unpackaged goods (i.e., goods that are not protected by a rigid shipping container such as a corrugated box, plastic tote, or wooden crate, etc.) are subject to Special Handling Charges and are only accepted for shipping once Purolator is satisfied that they do not pose any hazard to Purolator staff, equipment and/or other Shipments.

## **Delivery of Shipments**

### **Delivery**

Purolator will deliver the Shipment to the delivery address indicated on the Bill of Lading. Purolator is not required to deliver the Shipment to any particular person, whether or not specifically identified on the Bill of Lading. The Receiver of any Shipment is deemed to appoint the individual that signs for the Receiver’s Shipment on delivery as the Receiver’s agent to accept delivery on the Receiver’s behalf. Purolator reserves the right to withhold delivery of a Shipment and/or return the Shipment to the Shipper (at the Shipper’s expense) if a proof of delivery signature cannot be obtained from an individual that appears to Purolator’s driver to be over the age of 12.

### **Undeliverable Shipments**

Shipments that cannot be delivered for any reason, including, without limitation, errors or omissions on the Bill of Lading, refusal by the Receiver or failure of the Receiver to pick-up a Shipment being held for pick-up, will be returned to the Shipper at Shipper’s expense.

### **Liquidation**

Purolator reserves the right to liquidate (i.e., sell or destroy) unclaimed freight that: (i) in the case of general freight, has been in its possession for 120 days or more; or (ii) in the case of specialized freight (e.g., perishable or costly to store), has been in its possession for 30 days or more. Unclaimed freight includes freight that is unmarked or that has been refused by the Shipper and the Receiver. For greater certainty, Purolator's maximum liability in respect of any liquidated freight shall be the maximum liability stated in these Terms and Conditions under "Maximum Liability".

## **Billing, Payment and Liability Information**

### **Payment**

Non-account Customers shall pay for courier services at the time services are requested or, if Purolator invoices Customer, in accordance with the terms of the applicable invoice. Account Customers shall pay for courier services within 14 calendar days from the date of invoice or in accordance with their Courier Services Agreement. In the event the Customer fails to pay an invoice in full, when due, interest may be charged at the rate of 1.5% per month (with an effective rate of 19.6% per annum), on all outstanding amounts. This is in addition to any other legal rights and remedies available to Purolator.

### **Shipper Payment Guarantee**

The Shipper agrees to pay Purolator or its designated customs broker (where applicable) all shipping charges (including, without limitation, all Taxes and duties) in the event the Receiver, on a collect Shipment, or third party, on a third party billing Shipment, refuses to pay Purolator.

Where a Shipment is undeliverable (including where the Receiver refuses to accept delivery of the Shipment for any reason), the Shipper agrees to pay all charges incurred in delivery attempt and the return of such Shipment to the Shipper (including, without limitation, all Taxes and duties).

### **Invoice Discrepancies**

Customers should call the number on their invoice to report invoice discrepancies. Invoice/billing discrepancies must be brought to Purolator's attention within 90 days of the date of invoicing following which time such invoices will be deemed accepted by Customer.

### **Liability of Purolator**

#### Maximum Liability

THE AMOUNT OF ANY LOSS OR DAMAGE FOR WHICH PUROLATOR MAY BE LIABLE, WHETHER OR NOT THE LOSS OR DAMAGE RESULTS FROM NEGLIGENCE, GROSS NEGLIGENCE OR A FAILURE TO PERFORM THE CONTRACT, SHALL NOT EXCEED CDN \$4.41 PER KILOGRAM (OR CDN \$2.00 PER POUND) COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT, UNLESS A VALUE (FOR PUROLATOR LIABILITY PURPOSES) IS DECLARED IN THE APPROPRIATE BOX ON THE FACE OF THE BILL OF LADING, OR, IN THE CASE OF SHIPMENTS TENDERED VIA AUTOMATED SHIPPING SYSTEMS, IN

THE APPROPRIATE USER ENTRY FIELD, AND THE APPLICABLE SURCHARGE IS PAID, IN WHICH CASE PUROLATOR'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF THE DECLARED VALUE. THE MAXIMUM VALUE THAT MAY BE DECLARED (FOR PUROLATOR LIABILITY PURPOSES) IN RESPECT OF ANY SHIPMENT IS CDN \$5,000.00. THE PORTION OF ANY DECLARED VALUE IN EXCESS OF CDN \$5,000.00 IS VOID AND OF NO FORCE OR EFFECT. OTHER LIMITATIONS ON LIABILITY MAY APPLY IF THE SHIPMENT IS GOVERNED BY THE CONVENTION (SEE "APPLICABLE LAW").

THE CUSTOMER AGREES AS A SPECIAL AGREEMENT WITH RESPECT TO ALL SHIPMENTS THAT, REGARDLESS OF WHETHER OR NOT THE CONVENTION APPLIES AND NOTWITHSTANDING ANY DISCLOSURE OF THE NATURE OR VALUE OF THE GOODS, THE AMOUNT OF ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF EARNINGS OR PROFITS, RESULTING IN ANY MANNER, WHETHER OR NOT FROM NEGLIGENCE OR GROSS NEGLIGENCE, FROM LOSS OF OR DAMAGE TO THE GOODS AND/OR MISDELIVERY, FAILURE TO DELIVER OR DELAY IN DELIVERY OF THE GOODS, FOR WHICH PUROLATOR MAY BE LIABLE TO THE CUSTOMER/SHIPPER, OWNER, RECEIVER AND/OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE MAXIMUM LIABILITY OF PUROLATOR SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL PUROLATOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES.

#### Delay

Purolator is not responsible for the consequences (direct or indirect) of a failure to deliver a Shipment by a stipulated time.

#### Events Beyond Purolator's Control

Purolator shall not be liable to refund or credit transportation charges, or for any loss, damage, delay, non-delivery, misdelivery or failure to deliver, caused by events beyond Purolator's control, including, but not limited to, any act, default or omission of the Shipper, owner, Receiver or any party having an interest in the Shipment, defects or inherent vice in the Shipment, inadequate or incorrect markings or address on the Bill of Lading, acts of God, perils of the air, weather conditions, mechanical delays, disruptions in air or ground transportation networks, acts of public enemies, public health crises, quarantine, war, strikes or other labour disruptions, terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority or Shipments requiring extraordinary handling, documentation or routing.

#### Loss of Personal Information

Purolator's liability for loss of personal information (i.e., information about an identifiable individual) contained in any Shipment is limited in accordance with the limitations on liability contained in these Terms and Conditions (see "Maximum Liability").

## Claims

### Refunds for Purolator Guarantees

To obtain a refund or credit for transportation charges where applicable in accordance with Purolator's guarantee(s), Customers should call the telephone number on their invoice and be ready to provide their Bill of Lading number. Purolator must receive requests for refunds in respect of delivery guarantees within 45 calendar days after acceptance of the Shipment for carriage, failing which the guarantee shall be void.

### Claims for Loss or Damage to Shipments

Purolator will not process any claim for loss of or damage to any Shipment unless notice thereof setting out the particulars of the origin, destination, package identification number, and date of Shipment of the goods and the estimated amount claimed in respect of such loss or damage is given to Purolator in writing within the following prescribed time limits, failing which Purolator will have no liability in respect of the Shipment.

<b>Type of damage /loss</b>  <b>Type of Shipment</b>	<b>Concealed damage</b>	<b>Damage evident upon delivery</b>	<b>Loss/Failure to deliver</b>
<b>All except international air Shipments</b>	21 days from delivery	60 days from delivery	9 months from date of Shipment
<b>International air Shipments</b>	14 days from delivery	14 days from delivery	90 days from date of Shipment

In cases where the Convention does not apply, the final statement of claim must be filed within 9 months from the date of shipment together with a copy of the Bill of Lading.

The right to damages of any kind against Purolator shall be extinguished unless an action is brought within 2 years from the date on which the Shipment should have been delivered, or from the date on which carriage stopped.

Excluding refund requests made in respect of guaranteed products, all claims must be submitted in writing with the Bill of Lading number and supporting documentation to:

Purolator Courier Ltd.  
National Claims Department  
1234 Main Street, 7<sup>th</sup> Floor  
Moncton, New Brunswick E1C 1H5  
e-mail: [claims@purolator.com](mailto:claims@purolator.com)  
Facsimile: 1-800-447-6933

Call 1-888-SHIP-123 for further information on the options available for filing a claim and the supporting documentation required.

#### Damage Inspections

Purolator retains the right to inspect any Shipment that is the subject of a damage claim. If, at the time the damage claim is submitted, Purolator requests that the Customer retain the Shipment and packaging for inspection, the Customer shall retain the Shipment and packaging for inspection by Purolator for a period of 30 days. Failure to retain the Shipment and packaging for inspection may result in the claim being denied.

#### Valuation of Claim for Loss or Damage

Regardless of the weight of the Shipment or any declared value for carriage entered on the Bill of Lading, Purolator's maximum liability for loss of or damage to a Shipment shall not exceed the lesser of: (a) Purolator's maximum liability set out in these Terms and Conditions; (b) the market value of the goods; (c) the original cost of the goods to the claimant; and (d) the cost of repairing the goods.

#### **Applicable Law**

The contract for the carriage of goods contained in the Bill of Lading shall be deemed to include and be subject to the conditions of carriage prescribed by the law of the jurisdiction where the Shipment originates. The foregoing applies notwithstanding any "Governing Law" provision contained in any Courier Services Agreement.

To the extent that any provision contained or referred to in these Terms and Conditions or a Bill of Lading is invalid or unenforceable at law, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision so contained or referred to.

If the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention may apply and limit Purolator's liability in respect of loss of, damage to or delay of cargo.