

Purolator Terms and Conditions of Service

Effective January 2, 2012



*Using one company for all my shipping needs. **Check.***



Application of Terms and Conditions	3
Definitions	3
Services	4
Service Guarantees	6
Specialized Services	7
Administrative Charges	12
Shipping Charges	12
Rate Application	14
Tendering Shipments to Purolator	15
Shipment Acceptance Policy	19
Delivery of Shipments	20
Billing, Payment and Liability Information	20
Liability of Purolator	20
Claims	21
Contact Us	22

Application of Terms and Conditions

These Terms and Conditions govern all services provided or arranged by Purolator (defined below), including courier, truckload ("TL") and less-than-truckload ("LTL") services.

Where a Customer has entered into a Services Pricing Agreement with Purolator, the terms and conditions set out in such Services Pricing Agreement will govern in the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set out in such Services Pricing Agreement.

Definitions

Unless otherwise defined in these Terms and Conditions, capitalized terms have the following meanings:

"Account Customer" means a person, entity, partnership or organization that is party to a Services Pricing Agreement or has otherwise set up an account with Purolator for billing purposes.

"Additional Charges" means those specialized service charges, administrative charges and shipping charges that may be applied to a Shipment, in addition to a Service Rate, as more fully described below in "Specialized Services", "Administrative Charges" and "Shipping Charges", respectively.

"Automated Shipping System" means any automated shipping system used by Purolator or its Customers to access and use Purolator's services, including Purolator E-Ship® Online, Purolator E-Ship® Server, Purolator E-Ship® Web Services, and any Customer's own or third party provider's automated shipping system approved by Purolator pursuant to the applicable Purolator certification program.

"Bill of Lading" means any shipping document, label, waybill, manifest or similar instrument used by Purolator to accept Shipments for carriage, and includes a Purolator Bill of Lading.

"COS" means Purolator's chain of signature service described in "Specialized Services – Chain of Signature".

"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 governs and, in most cases, limits Purolator's liability in respect of loss of, damage to or delay in the carriage of Shipments.

"Courier Shipment" means a Shipment that consists of one of more Items that travel through Purolator's courier distribution network.

"Customer" means a person, entity, partnership or organization using Purolator's services, whether as Shipper or Receiver, and includes any Account Customer.

"Customs Clearance Charges" means any and all brokerage fees, surcharges, customs and duties related to a Shipment tendered by a Customer to Purolator.

"End of Day" means, in respect of an Urban Area, 6:00 p.m. (Receiver's local time) and, in respect of a Residential Area or non-Urban Area, 8:00 p.m. (Receiver's local time).

"Freight Shipment" means a Shipment that consists of one or more Items that travel through Purolator's freight distribution network

"FSA" means a Canadian forward sortation area, which is denoted by the first three characters of a postal code, and identifies a specific area within a major geographic region or province.

"ICAO Technical Instructions" means the Technical Instructions for the Safe Transport of Dangerous Goods by Air published by the International Civil Aviation Organization.

"Item" means a single envelope, parcel, container, pallet or unpackaged article accepted by Purolator for delivery.

"O-SNR" means "Origin Signature Not Required", a service that may be elected by a Shipper where signed proof of delivery is not required.

"Purolator" means, unless otherwise specified, Purolator Inc. and its respective agents and subcontractors.

"Purolator Bill of Lading" means a Bill of Lading generated by a Purolator Automated Shipping System or a Purolator-branded manual Bill of Lading.

"Receiver" means the party to whom a Shipment is destined for delivery.

"Residential Area" means an area that is primarily residential, as determined by Purolator from time to time.

"Service Identifier" means the Purolator authorized service identifier appearing in the form of a Purolator icon on an electronic Bill of Lading or a Purolator sticker affixed to each Item in the Shipment, and which identifies the applicable Purolator service requested by the Customer.

"Services Pricing Agreement" means a services pricing agreement or other agreement between Purolator and a Customer governing the services provided or arranged by Purolator for such Customer, including courier, truckload and less-than-truckload services.

“**Service Rate**” means, in respect of a Shipment, the rate charged by Purolator to a Customer based on the service selected, but excludes any Additional Charges, Taxes and Customs Clearance Charges in respect of such Shipment.

“**Shipment**” means one or more Items sent on the same date and at the same time, with the same Purolator service and other identical shipment characteristics, from one Shipper to one Receiver at one address under a single Bill of Lading, and the charges for which will be billed to one Customer.

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

“**SNR**” means “Signature Not Required”, a service that may be elected by a Receiver where signed proof of delivery is not required.

“**Taxes**” means any and all taxes ordinarily payable by Customers in respect of services provided by Purolator, including those characterized as goods and services tax, sales tax, value-added tax or business transfer tax.

“**Urban Area**” means an area that is primarily urban, as determined by Purolator from time to time.

Services

Services within Canada

Below are the Purolator services available for Shipments traveling within Canada.

Courier Services

Purolator Express® Services

All Purolator Express services are money-back guaranteed* courier services. Courier Shipments tendered to Purolator in Purolator Express Envelopes, Purolator Express Packs, Purolator Express Boxes or the Customer’s own packaging must comply with Purolator’s shipment acceptance policy (see “Shipment Acceptance Policy”). Purolator Express Courier Shipments will be delivered in accordance with the terms and conditions applicable to Purolator Express Courier Shipments.

Purolator Express Box and Purolator Express Evening Shipments must be prepared using an Automated Shipping System.

The following Purolator Express Courier Shipments are charged a flat Service Rate based on the service selected, the packaging, and the Shipment’s origin and destination:

- Purolator Express Envelope Shipments weighing up to 1 lb (approx. 0.5 kg).
- Purolator Express Pack Shipments weighing up to 3 lb (approx. 1.4 kg).
- Purolator Express Box Shipments weighing up to 7 lb (approx. 3.2 kg).

Purolator Express Courier Shipments that exceed the above-noted weights are charged a Service Rate based on the service selected, the packaging, the Shipment’s origin and destination, and the Shipment’s weight as described below in “Tendering Shipments to Purolator – Reweighing,

Cubing and Low-Density Shipments”. Courier Shipments tendered in Purolator Express packaging will travel as single Items.

Purolator Express® 9AM

Delivery guaranteed* from select points in Canada to select points in Canada by 9:00 a.m. the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 9:00 a.m. on the business day specified by Purolator.

Purolator Express® 10:30AM

Delivery guaranteed* from select points in Canada to select points in Canada by 10:30 a.m. the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 10:30 a.m. on the business day specified by Purolator.

Purolator Express®

Delivery guaranteed* from most points in Canada to most points in Canada by End of Day the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by End of Day on the business day specified by Purolator.

Purolator Express® Evening

Delivery guaranteed* from most points in Canada to select points in Canada between 5:30 p.m. and 9:00 p.m. the next business day.

However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* between 5:30 p.m. and 9:00 p.m. on the business day specified by Purolator.

Purolator Ground® Services

Purolator Ground services (other than Purolator Ground 9AM, Purolator Ground 10:30AM and Purolator Ground Evening) are not money-back guaranteed* courier services. Purolator Ground Courier Shipments must comply with Purolator’s shipment acceptance policy (see “Shipment Acceptance Policy”). Courier Shipments tendered to Purolator in Purolator Express Envelopes, Purolator Express Packs or Purolator Express Boxes will not be handled as Purolator Ground Courier Shipments and will be delivered in accordance with the terms and conditions applicable to Purolator Express Courier Shipments.

Purolator Ground 9AM, Purolator Ground 10:30AM and Purolator Ground Evening Shipments must be prepared using an Automated Shipping System.

Purolator Ground® 9AM

Delivery guaranteed* from select points in Canada to select points in Canada by 9:00 a.m. within two to six business days. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 9:00 a.m. on the business day specified by Purolator.

Purolator Ground® 10:30AM

Delivery guaranteed* from select points in Canada to select points in Canada by 10:30 a.m. within two to six business days. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 10:30 a.m. on the business day specified by Purolator.

* For details, see the “Service Guarantees” section in these Terms and Conditions.

Purolator Ground®

Delivery from most points in Canada to most points in Canada by End of Day within two to six business days.

Purolator Ground® Evening

Delivery guaranteed* from most points in Canada to select points in Canada between 5:30 p.m. and 9:00 p.m. within two to six business days. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* between 5:30 p.m. and 9:00 p.m. on the business day specified by Purolator.

Purolator Same Day™ Services

Purolator Same Day Shipments are not money-back guaranteed* courier services. Purolator Same Day service is provided by a Purolator authorized agent. Purolator Same Day Shipments cannot be tendered to a Customer's regular Purolator driver. Dangerous goods will not be accepted as, and COS service is not available for, Purolator Same Day Shipments.

Purolator Same Day™ In-City

Door-to-door direct delivery available within select Canadian cities. Depending on the origin and destination, a Shipment is picked up and delivered in the same city within the following time periods, as requested:

- Purolator Same Day™ 30 Minute:** Pickup and delivery in a half-hour.
- Purolator Same Day™ 60 Minute:** Pickup and delivery in an hour.
- Purolator Same Day™ 90 Minute:** Pickup and delivery in an hour and a half.
- Purolator Same Day™ 2 Hour:** Pickup and delivery in 2 hours.
- Purolator Same Day™ 4 Hour:** Pickup and delivery in 4 hours.

Purolator Same Day™ Next Flight Out

Delivery from select points in Canada to select points in Canada. The Shipment is picked up, taken to the nearest major airport and placed on the next available flight for direct delivery to its destination.

Purolator Same Day™ Direct

Delivery from most points in Canada to most points in Canada upon request. The Shipment is picked up and driven directly to its destination.

Purolator Same Day™ Scheduled

Pre-scheduled delivery from most points in Canada directly to most points in Canada upon request. The Shipment is delivered on a regular timetable (e.g., daily, weekly or monthly).

Freight Services**Purolator Freight® Services**

Purolator Freight services are not money-back guaranteed* services. Freight Shipments tendered to Purolator must comply with Purolator's shipment acceptance policy (see "Shipment Acceptance Policy"). Freight Shipments will be delivered in accordance with the terms and conditions applicable to Purolator Freight Shipments.

Purolator Freight®

Delivery from most points in Canada to most points in Canada by End of Day on the scheduled delivery day specified by Purolator.

Services from Canada

Below are the Purolator courier services available for Shipments traveling from Canada. These services are only available to customers located in Canada. Other services may be available from Canada to the U.S. and the rest of the world upon request. Please contact Purolator for details.

From Canada to U.S.**Purolator Express® U.S. 9AM**

Delivery guaranteed* from most points in Canada to select points in the U.S. by 9:00 a.m. the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 9:00 a.m. on the business day specified by Purolator.

Purolator Express® U.S. 10:30AM

Delivery guaranteed* from most points in Canada to select points in the U.S. by 10:30 a.m. the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 10:30 a.m. on the business day specified by Purolator.

Purolator Express® U.S. 12PM

Delivery guaranteed* from most points in Canada to select points in the U.S. by 12:00 p.m. (noon) the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 12:00 p.m. on the business day specified by Purolator.

Purolator Express® U.S.

Delivery guaranteed* from most points in Canada to most points in the U.S. by End of Day the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by End of Day on the business day specified by Purolator.

Purolator Ground® U.S.

Delivery from most points in Canada to most points in the U.S. by End of Day within two to seven business days.

Purolator Same Day™ Direct

Delivery from select points in Canada to select points in the U.S. upon request. The Shipment is picked up and driven directly to its destination.

From Canada to Rest of World**Purolator Express® International 9AM**

Delivery guaranteed* from most points in Canada to select international points by 9:00 a.m. on the second business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 9:00 a.m. on the business day specified by Purolator.

Purolator Express® International 10:30AM

Delivery guaranteed* from most points in Canada to select international points by 10:30 a.m. on the second business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 10:30 a.m. on the business day specified by Purolator.

Purolator Express® International 12PM

Delivery guaranteed* from most points in Canada to select international points by 12:00 p.m. (noon) the second business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 12:00 p.m. on the business day specified by Purolator.

Purolator Express® International

Delivery guaranteed* from most points in Canada to most international points by End of Day on the second business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by End of Day on the business day specified by Purolator.

* For details, see the "Service Guarantees" section in these Terms and Conditions.

Services to Canada

Below are the Purolator courier services available for Shipments traveling to Canada. Other services may be available to Canada from the U.S. and the rest of the world upon request. Please contact Purolator for details.

To Canada from U.S.

Purolator Express® U.S. 9AM

Delivery guaranteed* from select points in the U.S. to select points in Canada by 9:00 a.m. the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 9:00 a.m. on the business day specified by Purolator.

Purolator Express® U.S. 10:30AM

Delivery guaranteed* from select points in the U.S. to select points in Canada by 10:30 a.m. the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 10:30 a.m. on the business day specified by Purolator.

Purolator Express® U.S.

Delivery guaranteed* from most points in the U.S. to most points in Canada by End of Day the next business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by End of Day on the business day specified by Purolator.

Purolator Ground® U.S.

Delivery from most points in the U.S. to most points in Canada by End of Day within two to seven business days.

To Canada from Rest of World

Purolator Express® International 9AM

Delivery guaranteed* from select international points to select points in Canada by 9:00 a.m. on the second business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 9:00 a.m. on the business day specified by Purolator.

Purolator Express® International 10:30AM

Delivery guaranteed* from select international points to select points in Canada by 10:30 a.m. on the second business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by 10:30 a.m. on the business day specified by Purolator.

Purolator Express® International

Delivery guaranteed* from most international points to most points in Canada by End of Day on the second business day. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed* by End of Day on the business day specified by Purolator.

Service Guarantees

Courier Shipments

If Purolator delivers a guaranteed Courier Shipment after the applicable guaranteed delivery time on the applicable guaranteed delivery day, Purolator will, upon request by the Customer, refund or credit (at Purolator's option) the Service Rate and Taxes (but excluding any Additional Charges and Customs Clearance Charges) paid by the Customer to Purolator in respect of the Shipment (see "Claims – Refunds for Purolator Service Guarantees").

The following limitations apply to guaranteed Courier Shipments:

- (i) The Shipment destination must be an eligible guaranteed delivery point from the point of origin for the applicable guaranteed service. If a Shipper selects an ineligible guaranteed delivery point from the point of origin for the applicable guaranteed service, the guarantee for such Shipment will be deemed to be: (a) in the case of Purolator Express Shipments traveling within Canada, End of Day; and (b) in the case of Shipments traveling to Canada from the U.S. or the rest of the world (and vice-versa), the next best service guarantee available from such origin point to such delivery point (e.g., if Purolator Express U.S. 9AM is selected but not an eligible guaranteed delivery point, and Purolator Express U.S. 10:30AM and Purolator Express U.S. (i.e., End of Day) are eligible guaranteed delivery points, the guarantee will be deemed to be a Purolator Express U.S. 10:30AM guarantee). In the case of Purolator Ground Shipments traveling within Canada, if a Shipper selects an ineligible guaranteed delivery point from the point of origin for a particular Purolator Ground service, delivery will be deemed to be End of Day and the Shipment will travel as Purolator Ground (i.e., End of Day), to which no guarantee applies. Please contact Purolator for details.
- (ii) The delay must not be caused by some event beyond Purolator's control, including but not limited to, those items described in "Liability of Purolator – Events Beyond Purolator's Control".
- (iii) The Shipment must not be left in a Purolator "Drop Box" after the posted pickup time, must not require pickup after local cut-off times, and must not be tendered to Purolator after local cut-off times.
- (iv) Each Item in the Shipment must weigh no more than 70 lb (approx. 32 kg) for the service guarantee to apply.

In addition to the limitations noted above, the following conditions apply:

- (i) The service guarantee may be suspended, modified or revoked in Purolator's sole discretion.
- (ii) The service guarantee will not apply to the following Shipments:
 - a) Dangerous goods Shipments (see "Specialized Services – Dangerous Goods (Hazardous Materials)");
 - b) COS Shipments (see "Specialized Services – Chain of Signature");
 - c) Heavy weight Shipments (see "Tendering Shipments to Purolator – Heavy Weight");
 - d) Shipments originating from or destined to points deemed by Purolator to be remote, where such points are not serviced directly by Purolator;
 - e) Undeliverable or returned Shipments; and
 - f) Shipments exceeding Purolator's size limitations (see "Shipment Acceptance Policy – Size Limitations").

* For details, see the "Service Guarantees" section in these Terms and Conditions.

- (iii) In the event that at least one (but not all) of the Items in a guaranteed Courier Shipment are not delivered in accordance with the applicable service guarantee, Purolator will, at its option, refund or credit a Customer, upon request, an amount equal to the difference between (a) the Service Rate of the original Shipment and (b) the Service Rate that would have applied if the original Shipment was made up of only the Item(s) that was/were delivered in accordance with the applicable service guarantee.
- (iv) For details about the applicable geographic and other service limitations as may be determined by Purolator from time to time, please contact Purolator.
- (v) supply the appropriate placards (for external identification of dangerous goods on Purolator vehicles) as required by applicable laws;
- (vii) provide all statements required by applicable laws in the "description" field of the Bill of Lading; and
- (viii) be trained, including hold a training certificate where applicable, to perform any activities relating to dangerous goods in accordance with applicable laws.

Dangerous Goods Shipments within Canada

The following table sets out the dangerous goods that can be accepted by Purolator for carriage as a Courier Shipment or Freight Shipment within Canada (including those that require prior approval from Purolator) and those that cannot be accepted:

Specialized Services

Unless otherwise indicated, the following Purolator specialized services may be added to any Shipment for an additional charge. Other specialized services may be available upon request. For Courier Shipments, please refer to Purolator's published list rates available at purolator.com for details. For Freight Shipments, please contact Purolator for details.

Dangerous Goods (Hazardous Materials)

Purolator will accept certain dangerous goods (hazardous materials) for carriage provided that they are properly marked, labeled and packaged to ensure safe carriage in accordance with all applicable laws including, without limitation, the *Transportation of Dangerous Goods Act* (Canada) and the regulations promulgated thereunder, and the ICAO Technical Instructions. Purolator reserves the right to refuse dangerous goods for carriage where they cannot be accepted in accordance with applicable laws.

The additional charge that is applied to each Shipment containing dangerous goods is non-refundable.

Dangerous goods cannot be accepted for carriage to points that are deemed by Purolator to be remote, where such points are not serviced directly by Purolator (see "Shipping Charges – Beyond Point"). For information on shipping limited quantities/consumer commodities, please contact Purolator.

Tendering Dangerous Goods Shipments

Prior to tendering any dangerous goods to Purolator for carriage, a Shipper must:

- (i) be adequately trained in packaging and preparing dangerous goods for carriage;
- (ii) know the appropriate classification of the dangerous goods;
- (iii) ensure proper packaging for the selected mode of carriage (i.e., air or ground) in accordance with applicable laws;
- (iv) provide proper marking and labeling of each Item in accordance with applicable laws;
- (v) provide the appropriate documentation for the selected mode of carriage and retain such documentation in accordance with applicable laws;

Dangerous Goods	
Acceptable	
Class	Description
1.4G	Explosives: UN0191, UN0197, UN0312, UN0336, UN0403, UN0431, UN0453 and UN0493 ONLY
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
Acceptable only with prior approval by Purolator	
Class	Description
1.4 G	Explosives (other than those UN#'s listed above as "Acceptable")
5.2	Organic Peroxides
Not acceptable	
Class	Description
1	Explosives (except Class 1.4G or 1.4S as listed above)
2.3	Toxic Gases
N/A	Regulated Wastes

The following table sets out the exemptions listed in Part 1 of the *Transportation of Dangerous Goods Regulations* that do not apply to Freight Shipments:

Dangerous Goods Exemptions	
Class	Description
1.15	150 kg Gross Mass Exemption
1.16	500 kg Exemption
1.31	Class 1, Explosive Exemption
1.32.3	Class 2, Gases, In Small Means of Containment Exemption
1.34.1	UN1203, GASOLINE to operate and Instrument of Equipment Exemption
1.35	UN1202, DIESEL FUEL, or UN1203, GASOLINE Exemption

Dangerous goods may only be tendered to a Purolator Shipping Centre or driver. Dangerous goods may not be tendered at a Purolator Drop Box or to a Purolator Authorized Shipping Agent. Tendering a Shipment containing dangerous goods to Purolator does not mean it has been "accepted for carriage" by Purolator. A Shipment containing dangerous goods is only accepted once a Purolator Dangerous Goods Specialist has verified the Shipment at a Purolator facility.

Dangerous goods will travel in accordance with the terms and conditions applicable to the selected service and, if applicable, selected mode of carriage, once accepted by Purolator. Where a dangerous goods Shipment is tendered to Purolator on a Saturday, delivery will be on Tuesday by End of Day at the earliest and no Saturday service guarantee will apply.

Dangerous Goods Shipments from Canada to (or to Canada from) U.S.

A dangerous goods Shipment will only be accepted once it has been verified by a Purolator Dangerous Goods Specialist (or authorized Purolator Dangerous Goods Specialist agent of Purolator). Certain classes of dangerous goods that are acceptable for carriage within Canada (with or without prior approval from Purolator) may not be acceptable or may require prior approval from Purolator for carriage to or from the U.S. Please contact Purolator for details.

Dangerous goods will travel in accordance with the terms and conditions applicable to the selected service and, if applicable, selected mode of carriage, once accepted by Purolator. All dangerous goods accepted for carriage to the U.S. must be prepared in accordance with the relevant sections of Title 49 CFR (U.S.) and, if the selected mode of carriage is by air, must also meet the requirements of the ICAO Technical Instructions.

Dangerous Goods Shipments from Canada to (or to Canada from) Rest of World

Purolator will only accept dangerous goods for carriage to international (non-U.S.) points for pre-authorized Customers pursuant to a Services Pricing Agreement. Please contact Purolator for details.

Courier Shipments

Unless otherwise indicated, the following Purolator specialized services may be added to any Courier Shipment (other than Purolator Same Day Shipments) for an additional charge.

Chain of Signature

Purolator's COS service may be used to effect the transportation of certain controlled drugs and firearms within Canada. As COS Shipments travel through Purolator's distribution and sorting system, authorized Purolator employees sign the COS Bill of Lading at each point through the system.

Only pre-authorized Customers may send COS Shipments. In addition, Shippers 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 Service Identifier must be applied to the Shipment by the Shipper. The COS service is not available with Saturday service or to delivery points that are deemed by Purolator to be remote, where such points are not serviced directly by Purolator.

ExpressCheque®

ExpressCheque is a collect-on-delivery service whereby Purolator will collect payment from the Receiver, on behalf of the Shipper, at the time a Shipment is delivered. ExpressCheque is available from most points in Canada for delivery to most points in Canada. When a Shipper elects the ExpressCheque service, Purolator will only release the Shipment to the Receiver if Purolator is able to collect payment. The following conditions apply to the ExpressCheque service:

- (i) Purolator will not accept payment in cash. Only cheques (including post-dated cheques and certified cheques), bank drafts or money orders will be accepted. 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.
- (ii) The Shipper is required to advise the Receiver of the amount of any cheque (including post-dated cheque and certified cheque), bank draft or money order required prior to delivery by Purolator, and such cheque, bank draft or money order must be made payable to the Shipper.
- (iii) All cheques (including post-dated cheques and certified cheques), bank drafts and money orders tendered as payment for an ExpressCheque Shipment will be accepted by Purolator at the Shipper's risk including, but not limited to, the risk of such cheque, bank draft or money order: (a) not being honoured; (b) being a fraud or forgery; or (c) being declared invalid.
- (iv) Purolator's liability in the event of loss of, damage to or delay in the delivery of an ExpressCheque Shipment, regardless of the manner in which such loss, damage or delay occurs, is limited to a refund of the Service Rate and the ExpressCheque surcharge.
- (v) If the Receiver is unable or unwilling to provide payment for the Shipment, or if the Receiver refuses to accept delivery of the Shipment for any reason, Purolator will not complete delivery of the Shipment. The driver will return the Shipment to the nearest Purolator facility, and Purolator will contact the Shipper for further instructions. If the Shipment is returned to the Shipper, such return will be at the Shipper's expense.
- (vi) Purolator does not become the Shipper's agent for any purpose by virtue of performing the ExpressCheque service.

Hold For Pickup

For Courier Shipments destined for delivery in Canada, a Shipper may request that the Shipment be held at an authorized Purolator location for in-person pickup (in lieu of having the Shipment delivered to the delivery address indicated on the Bill of Lading) by ensuring that a "Hold for Pickup" Service Identifier is on the Shipment. Purolator will notify the Receiver by telephone when the Shipment is available for pickup. Alternatively, where a Receiver is not available to accept a delivery attempt by Purolator, the Shipment will be held at an authorized Purolator location for in-person pickup. Shipments held for pickup will be held at the authorized Purolator location for at least 5 business days. If the Receiver fails to pick up the Shipment during this time, Purolator may return the Shipment to the Shipper at the Shipper's expense.

The following conditions apply when picking up a hold for pickup Shipment:

- (i) If the Receiver is an individual, the Receiver must present a valid piece of government-issued photo identification.
- (ii) If the Receiver is a company, an individual authorized by the Receiver must present a valid piece of government-issued photo identification and a signed letter of authorization printed on the receiving company's letterhead.
- (iii) If the Receiver (whether an individual or company) authorizes a third party to pick up the Shipment on the Receiver's behalf, such third party must present a valid piece of government-issued photo identification and a signed letter from the Receiver, which references the Shipment's package identification number and authorizes Purolator to release the Shipment to such party. Purolator may also release a Shipment to a third party that lives at the same address as the Receiver, provided that such third party presents a valid piece of government-issued photo identification that shows 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 pickup Shipment that was sent using Purolator's collect service or third party billing service, the Receiver (or authorized third party) will be required to pay all Shipment charges at the time of pickup if such Receiver (or authorized third party) does not have a valid Purolator account.

Return Services

Purolator offers Customers the ability to create return shipping labels, whether for inclusion with an outbound Shipment (referred to as "Outbound Return Service") or without an associated Shipment (referred to as "Returns Management Service"). Return shipping labels must be prepared using an Automated Shipping System. There is no additional charge for generating a return shipping label. Customers will be invoiced the applicable Service Rate and any Additional Charges and Taxes when a Shipment bearing a return shipping label travels through Purolator's courier distribution system. The Service Rate, Additional Charges and Taxes that will be applied to a return Shipment will be those in effect at the time the Shipment is tendered for carriage. The return services are only available for Shipments traveling within Canada.

Saturday Service

Purolator will accept Purolator Express Shipments traveling within Canada for delivery on Saturday, or pickup on Saturday for delivery on the business day specified by Purolator. Purolator will accept Purolator Express Shipments traveling to Canada from the U.S. or the rest of the world for delivery on Saturday. Saturday delivery is also available for Purolator Express Shipments traveling from Canada to select points in the U.S. Where Saturday service is selected, an additional charge will be applied.

If Purolator delivers a Saturday service Courier Shipment after the applicable guaranteed delivery time, Purolator will, upon request by the Customer, refund or credit (at Purolator's option) the Service Rate and Taxes (but excluding any Additional Charges and Customs Clearance Charges) paid by the Customer to Purolator in respect of the Shipment (see "Claims – Refunds for Purolator Service Guarantees").

The following limitations apply to Saturday service:

- (i) The Shipment destination must be an eligible Saturday service guaranteed delivery point from the point of origin.
- (ii) The delay must not be caused by some event beyond Purolator's control including, but not limited to, those items described in "Liability of Purolator – Events Beyond Purolator's Control".
- (iii) The Courier Shipment must not be left in a Purolator Drop Box, must not require pickup after local cut-off times, and must not be tendered to Purolator after local cut-off times.
- (iv) A Saturday service Courier Shipment cannot be converted, upgraded or modified to any other service (e.g., to a Purolator Express 9AM or a Purolator Express Evening Shipment).
- (v) Each Item in the Shipment must weigh no more than 70 lb (approx. 32 kg) for the Saturday service guarantee to apply.

In addition to the limitations noted above, the following conditions apply:

- (i) The Saturday service guarantee may be suspended, modified or revoked in Purolator's sole discretion.
- (ii) Purolator will not accept the following Courier Shipments for Saturday service:
 - a) Dangerous goods Shipments (see "– Dangerous Goods (Hazardous Materials)");
 - b) ExpressCheque Shipments (see "– ExpressCheque");
 - c) COS Shipments (see "– Chain of Signature");
 - d) Heavy weight Shipments (see "Tendering Shipments to Purolator – Heavy Weight"); and
 - e) Shipments exceeding Purolator's size limitations (see "Shipment Acceptance Policy – Size Limitations").

- (iii) The Saturday service guarantee will not apply to the following Shipments:
 - a) Shipments originating from or destined to points deemed by Purolator to be remote, where such points are not serviced directly by Purolator; and
 - b) Undeliverable or returned Shipments.
- (iv) In the event that at least one (but not all) of the Items in a guaranteed Saturday service Shipment are not delivered in accordance with the Saturday service guarantee, Purolator will, at its option, refund or credit the Customer, upon request, an amount equal to the Saturday service surcharge that was applied to the original Shipment.
- (v) For details about the applicable geographic and other service limitations, as may be determined by Purolator from time to time, please contact Purolator.

Signature Required/Signature Not Required

Shippers and Receivers may request that Purolator obtain a signed proof of delivery for Shipments.

- Any Courier Shipment destined for delivery in a Canadian Residential Area (that was not prepared using an Automated Shipping System) travels as a Shipment requiring a signature, and will be subject to the residential delivery charge, not the (residential) signature required charge.
- Any Courier Shipment prepared using an Automated Shipping System that is destined for delivery in a Canadian Residential Area travels as a Shipment not requiring a signature, unless the Customer selects that the Shipment requires a signature, in which case the signature required charge will apply.
- Any Courier Shipment destined for delivery in Canada (other than in a Residential Area) travels as a Shipment requiring a signature at no additional charge.

Receivers that do not require a signed proof of delivery may waive this requirement for one or all future Courier Shipments destined to their delivery address by signing up for Purolator's SNR service by completing a "Customer's Authorization to Waive Delivery Signature Form – Single Shipment Use Form" or "Customer's Authorization to Waive Delivery Signature Form – Multiple Shipment Use Form". Where a Shipper waives this requirement for one or all future Courier Shipments, it is referred to as Purolator's O-SNR service. The Shipper may alternatively provide Purolator with electronic authorization for the O-SNR service if the Shipment is prepared using an Automated Shipping System. Each Item in an O-SNR Shipment must display the O-SNR Service Identifier.

Where the SNR or O-SNR service is elected, Purolator may leave Shipment(s) at the Receiver's address unattended and without obtaining a signed proof of delivery, and the Shipper and the Receiver are bound by the liability release in favour of Purolator contained in the above-mentioned authorization forms. For greater certainty, the Shipper and the Receiver release and indemnify Purolator, on a joint and several basis, from and against any claims or liabilities resulting from the delivery of a SNR or O-SNR Shipment.

The SNR service will override a Shipper's request for a signature. Upon request, Purolator will reimburse any Shipper, within 45 days of Purolator's acceptance of the Shipment for carriage, for the difference between the signature required charge paid (if any) and the residential delivery charge that would have otherwise been payable in respect of such Shipment (see "Shipping Charges – Residential Delivery"). If the signature required charge is less than the residential delivery charge that would have otherwise been payable in respect of such Shipment, the Shipper will not receive any reimbursement. Please contact Purolator for details.

Notwithstanding the foregoing, the following services will always travel as a Shipment requiring a signature and are not eligible for the SNR or O-SNR service:

- (i) Purolator Express Evening Shipments;
- (ii) Purolator Ground Evening Shipments;
- (iii) Dangerous goods Shipments, including limited quantities/consumer commodities;
- (iv) ExpressCheque Shipments; and
- (v) COS Shipments.

In circumstances where a Purolator driver is of the opinion that a Shipment will be at risk of loss or damage if left SNR or O-SNR, the driver may elect (in his/her own discretion) not to leave the Shipment without obtaining a signature notwithstanding that an SNR or O-SNR election has been made. In such cases, the Shipment will be treated as a hold for pickup Shipment (see "– Hold for Pickup").

For Shipments traveling from Canada to the U.S. and the rest of the world, such Shipments may travel as Shipments requiring a signature (see "Delivery of Shipments – Driver Release for Shipments to U.S. and Rest of World"). Please contact Purolator for details.

Special Handling

Purolator may accept Courier Shipments that require special handling. Where a Shipment requires special handling, an additional charge will be applied, including, without limitation, the following:

- (i) Non-packaged (unboxed) articles (excluding Purolator Express Envelopes, Purolator Express Packs, Purolator Express Boxes and document Shipments);
- (ii) Objects not fully encased in a suitable shipping container (e.g., tires, pails, articles wrapped in stretch wrap);
- (iii) Overweight/oversized Items which:
 - a. Weigh more than 70 lb (approx. 32 kg), including Purolator Express Envelopes, Purolator Express Packs or Purolator Express Boxes weighing more than 70 lb (approx. 32 kg);
 - b. Are equal to or exceed 5 ft (approx. 152 cm) in length; or
 - c. Are equal to or exceed a total overall Item size* of 165" (approx. 419 cm); and
- (iv) Articles which, due to their nature (e.g., size, shape, packaging, contents), are deemed by Purolator, in its sole discretion, to be unsuitable for Purolator's distribution and sorting system (e.g., ball bearings, nuts, bolts and fasteners, liquids, wooden or metal crates).

* Item size is calculated as: length + (2 x width) + (2 x height).

The payment of special handling charges in respect of a particular Courier Shipment does not affect Purolator's maximum liability stated in these Terms and Conditions or the classification of such Courier Shipment traveling at the Shipper's risk (see "Tendering Shipments to Purolator – At Shipper's Risk").

Purolator Same Day Shipments

Unless otherwise indicated, the following Purolator specialized services may be added to any Purolator Same Day Shipment for an additional charge. Please refer to Purolator's published list rate supplement available at purolator.com for details.

After Hours

Purolator Same Day services may be available after hours upon request. An additional charge will be applied to any Purolator Same Day order received on a business day after 5:00 p.m. and before 8:00 a.m. (origin local time), Saturday, Sunday, and days that are statutory holidays in Canada. After hours service is not available for Purolator Same Day 90 Minute, Purolator Same Day 2 Hour, and Purolator Same Day 4 Hour services.

Second Person Assistance

Customers may request the presence of a second person to assist with any Purolator Same Day delivery. An additional charge will be applied to Shipments where second person assistance has been requested.

Special Van Request

Customers may request the use of a van for any Purolator Same Day service. Tailgates and 3- or 5-ton trucks are only available for Purolator Same Day Direct. An additional charge will be applied to any Purolator Same Day Shipment where a van, 3- or 5-ton truck or tailgate have been requested.

Freight Shipments

Unless otherwise indicated, the following Purolator specialized services may be added to any Freight Shipment for an additional charge.

After Hours Delivery

Purolator Freight services may be available after hours upon request. An additional charge will be applied if pickup or delivery is required on a business day after 6:00 p.m. and before 7:00 a.m., Saturday, Sunday, and days that are statutory holidays in Canada.

Inside Delivery

Purolator may pickup or deliver a Shipment from/to a place other than a loading dock upon request. The inside delivery service is typically requested, but not limited to, shopping mall deliveries where Purolator may be required to take the Item(s) in a Shipment beyond the shopping mall's loading dock. Where this service is requested, an additional charge will be applied.

Protect from Freezing

Customers may request, where available, Purolator's protect from freezing service for Items that have a freezing point of 0°C (32°F) or lower.

Where such service is requested, an additional charge will be applied. The following conditions apply to the "Protect from Freezing" service:

- (i) The service is a seasonal service that is offered between the months of November and April. Exact dates are determined annually by Purolator. Please contact Purolator for details.
- (ii) The Shipper must specifically and prominently indicate "Protect from Freezing" on the Bill of Lading and affix the "Protect from Freezing" Service Identifier on each Item in the Shipment that requires this service.
- (iii) Purolator is not liable for any loss or damage to any Item(s) in a Shipment that require(s) protection from freezing where the loss or damage arises or results from: (a) the Shipper's failure to properly label the Item(s) in the Shipment; (b) the Receiver's refusal of the Shipment; or (c) Purolator's inability to complete delivery through no fault of its own.
- (iv) This service may be suspended or modified in Purolator's sole discretion.

Stop-Off

Purolator may, upon request, stop to make an additional delivery for a Customer en route to the destination point indicated on such Customer's Bill of Lading. Where this service is requested, an additional charge will be applied.

Storage

Purolator will hold a Shipment in storage where Purolator, through no fault of its own, was unable to complete delivery on the first attempt. An additional charge will be applied per day for each day following the original delivery date that Purolator is required to hold the Shipment, including non-business days.

Tailgate

Purolator Freight services are available with a power tailgate (whether at pickup or delivery) upon request. Where the power tailgate service is requested, an additional charge will be applied.

Trailer Spotting

Purolator may, upon request, leave a trailer (unaccompanied by a power unit) at a Customer's premises, in full possession and care of such Customer, for subsequent loading. Where this service is requested, an additional charge will be applied.

Two Person Pickup/Delivery

Customers may request the presence of a second person to assist with the pickup or delivery. Where this service is requested, an additional charge will be applied on a per minute basis from the time of pickup or delivery, as the case may be, until completion of such pickup or delivery.

Administrative Charges

Purolator reserves the right to discontinue, apply new, or modify existing, administrative charges at any time and from time to time. Unless otherwise indicated, any of the following Purolator administrative charges may be applied to any Purolator Shipment. For Courier Shipments, please refer to Purolator's published list rates available at purolator.com for details. For Freight Shipments, please contact Purolator for details.

Address Correction

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

Document Copies

An additional charge will be applied where the Shipper or Receiver requests an extra copy of a document relating to a specific Shipment. Certain document copies are available free of charge online at purolator.com.

Missing/Invalid Account Number

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

Proof of Delivery

Unless otherwise specified in these Terms and Conditions, Purolator will provide electronic proof of delivery, where available, to Customers at no charge. The Shipper, the Receiver and any third party payor in respect of a Shipment may obtain electronic proof of delivery for such Shipment, as follows:

- (i) at purolator.com;
- (ii) by emailing track@purolator.com or PODtrack@purolator.com;
- (iii) through Purolator's Automated Shipping Systems; or
- (iv) by contacting Purolator (see "Contact Us").

An additional charge will be applied if a Customer requests, and is provided with, a hard copy proof of delivery.

Rebilling

An additional charge will be applied where a Customer requests a change to an invoice or Purolator is required to amend a Customer's invoice to correct or reverse a charge due to the Customer's actions, including where the Customer has incorrectly represented information on an electronic manifest or Bill of Lading.

Courier Shipments

Collect

An additional charge will be applied where the Receiver pays the Service Rate and any Additional Charges and Taxes for a Shipment.

Credit Card Retrieval

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 will apply.

Manual Shipping

An additional charge will be applied for Courier Shipments if a Customer

uses a manual Bill of Lading or if the Bill of Lading must be manually processed by Purolator (e.g., in the case of manifests).

Third Party Billing

An additional charge will be applied when a third party pays the Service Rate and any Additional Charges and Taxes for a Shipment.

Shipping Charges

Purolator reserves the right to discontinue, apply new, or modify existing, shipping charges at any time and from time to time. Unless otherwise indicated, any of the following Purolator shipping charges may be applied to any Purolator Shipment. For Courier Shipments, please refer to Purolator's published list rates available at purolator.com for details. For Freight Shipments, please contact Purolator for details.

Declared Value Surcharge

Customers may declare a value for the Shipment on the Bill of Lading. If a value is declared:

- (i) A surcharge of 4.50% of the amount of the declared value will be applied to all Courier Shipments with a declared value exceeding \$100; however, no surcharge will be applied to the first \$100 of declared value. A value for Purolator liability purposes cannot be declared for Purolator Same Day Shipments.
- (ii) A surcharge of 3.25% will be applied to all Freight Shipments with a declared value exceeding Purolator's maximum liability for the Shipment; the surcharge will be applied to the difference between (a) the declared value of the Shipment and (b) Purolator's maximum liability for the Shipment (i.e., \$2.00/lb).

For the maximum value that may be declared for Purolator liability purposes in respect of any Shipment, see "Liability of Purolator – Maximum Liability".

For greater certainty, the declared value surcharge does not constitute insurance but rather an increase in Purolator's limitation on liability (see "Liability of Purolator – Maximum Liability").

Fuel Surcharge

Purolator's fuel surcharges are set as follows:

- Courier Shipments – The fuel surcharge is set monthly based on the 4-week average price of regular unleaded gasoline calculated by Purolator using the weekly average prices 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 are posted at 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 selected mode of carriage. The fuel surcharge for Courier Shipments, other than Purolator Same Day Shipments, will be applied to the sum of the Service Rate, and ExpressCheque and Beyond Point surcharges. The fuel surcharge for Purolator Same Day Shipments will be applied to the sum of the Service Rate and special van request charge. Other Additional Charges, Taxes and Customs Clearance Charges are excluded from the calculation.

- Freight Shipments – The fuel surcharge is set on a weekly basis. Each Monday, a new fuel surcharge is effective based on the price of diesel fuel (without GST) reported the previous Thursday by the Freight Carriers Association of Canada. The actual fuel surcharge that will be applied to a particular Shipment will depend on whether the Shipment is an LTL Shipment (with a billed weight of up to and including 20,000 lb (approx. 9,072 kg)) or a TL Shipment (with a billed weight of over 20,000 lb (approx. 9,072 kg)). The fuel surcharge applies to all freight Shipments and will be applied to the Service Rate plus all fuel-consuming Additional Charges including, without limitation: redelivery; redirect in transit; protect from freezing; stop-off; trailer spotting; and attempted pick-up (vehicle furnished but not used).

Redelivery

An additional charge will be applied to any Shipment that is required to be redelivered where Purolator, through no fault of its own, was unable to complete delivery on the first attempt. This charge will be applied for each subsequent delivery attempt by Purolator.

Courier Shipments

Unless otherwise indicated, the following Purolator shipping charges may be applied to any Courier Shipment (other than Purolator Same Day Shipments). Please refer to Purolator's published list rates available at purolator.com for details.

Beyond Point

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. Please contact Purolator for details.

Multipiece®

An additional charge will be applied where 5 or more Items are sent on the same day and at the same time from one Shipper to one Receiver at one address under a single Bill of Lading, and the charges are billed to one Customer. This charge will be calculated as follows: (# of Items in Shipment - 4) x (3.0%) x (applicable Service Rate). Please contact Purolator for details.

Residential Delivery

An additional charge will be applied where a Shipment's destination point is located in a Residential Area. This charge will not be applied in respect of Purolator Express Evening or Purolator Ground Evening Shipments. Where a Courier Shipment prepared using an Automated Shipping System is destined for delivery to a Residential Area and the Shipper requests a signature, the Shipment will be subject to the signature required charge, not the residential delivery charge (see "Specialized Services – Signature Required/No Signature Required").

Purolator Same Day Shipments

Unless otherwise indicated, the following Purolator shipping charges may be applied to any Purolator Same Day Shipment. Please refer to Purolator's published list rate supplement available at purolator.com for details.

Additional Weight

An additional charge per pound will be applied to Purolator Same Day Shipments (other than Purolator Same Day Next Flight Out Shipments) weighing in excess of 20 lb (approx. 9 kg). An additional charge per pound will be applied to Purolator Same Day Next Flight Out Shipments weighing in excess of 5 lb (approx. 2 kg).

Multipiece®

An additional charge will be applied where 5 or more Items are sent on the same day and at the same time from one Shipper to one Receiver at one address under one Purolator Same Day order, and the charges are billed to one Customer. This charge will be calculated as follows: (# of Items in Shipment - 4) x (3.0%) x (applicable Service Rate + additional weight surcharge).

Order Cancellation

Purolator Same Day orders are considered "dispatched" after being entered into the dispatch system and after a confirmation number has been provided to the Customer. If a Purolator Same Day order is cancelled after being dispatched:

- (i) *Purolator Same Day In-City*: Orders will be charged the full Service Rate, inclusive of all Taxes and Additional Charges;
- (ii) *Purolator Same Day Next Flight Out*:
 - a. If cancelled before delivery to the nearest airport, orders will be charged the portion of the Service Rate applicable to the ground transportation only, inclusive of all Taxes and Additional Charges;
 - b. If cancelled after delivery to the nearest airport, orders will be charged the full Service Rate, inclusive of all Taxes and Additional Charges;
- (iii) *Purolator Same Day Direct*:
 - a. If cancelled before pickup, orders will be charged 50% of the Service Rate, inclusive of all Taxes and Additional Charges and, if applicable, Customs Clearance Charges; and
 - b. If cancelled after pickup, Purolator Same Day Direct order will be charged the full Service Rate, inclusive of all Taxes and Additional Charges and, if applicable, Customs Clearance Charges.

Redirect in Transit

Purolator Same Day orders are considered "dispatched" after being entered into the dispatch system and after a confirmation number has been provided. If a Purolator Same Day order is redirected after being dispatched:

- (i) *Purolator Same Day In-City*:
 - a. If redirected before pickup, orders will be charged the full Service Rate for the new destination only, inclusive of all Taxes and Additional Charges;
 - b. If redirected after pickup, orders will be charged the full Service Rate for the first destination, plus the full Service Rate for the new destination, inclusive of all Taxes and Additional Charges;

- (ii) *Purolator Same Day Next Flight Out:*
 - a. If redirected before delivery to the nearest airport, orders will be charged the portion of the Service Rate applicable to the ground transportation, plus the full Service Rate for the new destination, inclusive of all Taxes and Additional Charges;
 - b. If redirected after delivery to the nearest airport, orders will be charged the full Service Rate for the first destination, plus the full Service Rate for the new destination, inclusive of all Taxes and Additional Charges;
- (iii) *Purolator Same Day Direct:*
 - a. If redirected before pickup, orders will be charged the Service Rate for the new destination only, inclusive of all Taxes and Additional Charges and, if applicable, Customs Clearance Charges; and
 - b. If redirected after pickup, orders will be charged the full Service Rate for the first destination, plus the full Service Rate for the new destination, inclusive of all Taxes and Additional Charges and, if applicable, Customs Clearance Charges.

Waiting Time

An additional charge will be applied for every 15 minute increment or part thereof after the first 15 minutes of driver waiting time, which is included in the Service Rate.

Freight Shipments

Unless otherwise indicated, the following Purolator shipping charges may be applied to any Freight Shipment.

Advance Delivery Notification/Appointments

An additional charge will be applied each time Purolator is required to provide notice to, or book an appointment with, the Receiver in advance of making a delivery.

Attempted Pickup (Vehicle Furnished But Not Used)

An additional charge will be applied where a Shipper has not cancelled the order and, upon arrival at a Shipper's premises, the Shipper informs Purolator that no Shipment will be tendered by such Shipper.

Order Cancellation

Purolator Freight orders are considered "dispatched" after a confirmation number has been provided to the Customer. If a Purolator Freight order is cancelled after being dispatched:

- (i) If cancelled before pickup, a fixed charge will be applied; and
- (ii) If cancelled after pickup, orders will be charged the portion of the Service Rate applicable for carriage from the point of pickup to the Purolator facility, inclusive of all Taxes and Additional Charges.

Pre-booked Appointment Fee

An additional charge will be applied each time Purolator is required to honour a pre-booked appointment for pickup or delivery made by a Customer. Where Purolator itself schedules an appointment for pickup or delivery, no additional charge will be applied.

Redirect in Transit

An additional charge will be applied to any Shipment requiring a change of delivery address while in transit.

Residential Delivery

An additional charge will be applied where a Shipment's destination point is located in a Residential Area.

Trade Show

An additional charge will be applied to any Shipment originating from, or destined to, a trade show.

Waiting Time (Detention with Power)

A waiting time surcharge (calculated on a per minute basis) will be applied if Purolator is detained or delayed at the point of origin or destination, through no fault of the driver for longer than the maximum waiting time limits set out below, which are included in the Service Rate:

- (i) Where a Shipment weighs less than 10,000 lb (approx. 4,536 kg), the maximum included wait time is 30 minutes.
- (ii) Where a Shipment weighs 10,000 lb (approx. 4,536 kg) but less than 20,000 lb (approx. 9,075 kg), the maximum included wait time is 60 minutes.
- (iii) Where a Shipment weighs 20,000 lb (approx. 9,072 kg) or more, the maximum included wait time is 90 minutes.

The included wait time is calculated on a per stop basis. Where one or more Shipments are destined for delivery to the same Receiver, the wait time surcharge will be shared among all Shippers of such Shipments on a prorated basis calculated by the weight of each Item in such Shipments.

Rate Application

Rates

Where a Customer has entered into a Services Pricing Agreement with Purolator, the Service Rates and Additional Charges for Purolator services will be determined in accordance with that agreement.

Where a Customer has not entered into a Services Pricing Agreement with Purolator, Customers will be charged a Service Rate, as well as any applicable Additional Charges, as follows:

- For Courier Shipments, the Service Rates are based on origin and destination FSAs. Please refer to Purolator's published list rates available at purolator.com for details.
- For Freight Shipments, the Service Rates are based on city-to-city pairings, or origin and destination FSAs, and are subject to a minimum charge.

Purolator reserves the right to:

- (i) make any additions, deletions or modifications to its Service Rates and Additional Charges at any time;
- (ii) rate Shipments on the basis of the actual number of Items traveling through Purolator's courier or freight distribution network in the event that an electronic manifest is not available at the time of billing;

- (iii) consolidate a number of individual Courier Shipments traveling, on the same date and at the same time, with the same Purolator service and other identical shipment characteristics, from one Shipper to one Receiver at one address, and the charges for which will be billed to one Customer, into one Shipment under single Bill of Lading. Where 5 or more individual Courier Shipments are consolidated, the Multipiece charge will be applied to the entire Shipment (see “Shipping Charges – Multipiece”);
- (iv) make any necessary adjustments to the charges applicable to a Shipment, where a Customer has failed to provide, or incorrectly provided, information about such Shipment. In such circumstances, Purolator may rate the Shipment on the actual number of Items traveling through Purolator’s courier or freight distribution network, as well as apply any Additional Charges and Taxes applicable to such Shipment, and invoice the Customer an amount equal to the difference between (a) the charges originally invoiced for the Shipment based on the electronic manifest and (b) the actual Service Rate, Additional Charges and Taxes applicable to the Shipment; and
- (v) in the event that a Shipper has re-used a Bill of Lading, or tendered a Shipment with a Bill of Lading that has been voided, rate the Shipment on the basis of the actual number of Items traveling through Purolator’s courier or freight distribution network and invoice such Shipper for the Service Rate and any Additional Charges, Taxes and Customs Clearance Charges applicable to such Shipment.

In addition, Purolator reserves the right to invoice a Customer, on any Shipment, the greater of:

- (i) the weight declared by the Customer on the Bill of Lading;
- (ii) the scale weight of the Shipment determined by Purolator (see “Tendering Shipments to Purolator – Reweighing, Cubing and Low-Density Shipments”); and
- (iii) the dimensional weight of the Shipment (rounded up to the nearest whole number) determined by Purolator (see “Tendering Shipments to Purolator – Reweighing, Cubing and Low-Density Shipments”).

In the event that a Customer fails to declare a weight on the Bill of Lading and Purolator fails to reweigh the Shipment, Purolator reserves the right to ascribe to such Shipment an average Shipment weight, and to invoice the Customer on the basis of such ascribed weight.

Rate Quote

Purolator will provide a rate quote for any service upon request by telephone. For Purolator Express or Purolator Ground quotes, a Customer can also visit any Purolator Shipping Centre or prepare a Shipment using an Automated Shipping System. For Purolator Freight quotes, a Customer can also send an email to spotquotesfreight@purolator.com, prepare a Shipment using Purolator E-Ship Online or Purolator E-Ship Server, or visit purolator.com/freight, select “Request a Quote” and complete the online request form.

Any rate quoted for a Shipment is an estimate only and is based solely upon information provided by the Customer. The actual Service Rate and Additional Charges that will be applied to a Shipment, and for which a Customer will be invoiced, may vary from the rate quote based

on the characteristics of the Shipment actually tendered to Purolator. Purolator is not liable, nor will Purolator refund or credit Customers, for any discrepancy between the rate quoted prior to tendering the Shipment, and the actual Service Rate and Additional Charges applied to the Shipment. The rate(s) quoted to a Customer will depend on whether such Customer is an Account Customer and what discounts apply to such Customer’s Purolator account.

Taxes

Purolator’s Service Rates and Additional Charges do not include Tax. The Customer shall pay to Purolator any and all applicable Taxes imposed in respect of the service provided so that Purolator is fully reimbursed by the Customer as required by law.

Customs Clearance Charges

Purolator’s Service Rates and Additional Charges do not include applicable Customs Clearance Charges. The Customer shall pay to Purolator’s designated customs broker or the Customer’s own customs broker, as the case may be, any and all Customs Clearance Charges. The Customer agrees to indemnify Purolator against any claims or liabilities for unpaid Customs Clearance Charges.

Tendering Shipments to Purolator

Bills of Lading

All Bills of Lading generated by Automated Shipping Systems are deemed to incorporate these Terms and Conditions. If a Bill of Lading other than a Purolator Bill of Lading is accepted by Purolator, these Terms and Conditions will be deemed to be incorporated into such Bill of Lading and will be deemed to supersede and replace any terms and conditions appearing on such Bill of Lading.

In the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set out on a Bill of Lading, these Terms and Conditions will govern to the extent of such conflict or inconsistency.

Customer Representations and Warranties

The Customer represents and warrants that (i) the Shipment will be accurately described on the face of the Bill of Lading and any accompanying documentation; and (ii) where the Customer generates a Bill of Lading for the Shipment using an Automated Shipping System, unless the Customer voids such Shipment/Bill of Lading, the Customer will tender the Shipment described on such Bill of Lading to Purolator. The Customer agrees that where it has generated a Bill of Lading for a Shipment using an Automated Shipping System and such information has been submitted to Purolator, Purolator will charge the Customer, and the Customer will pay, for the Shipment described on such Bill of Lading.

The Customer further represents and warrants that the Shipment:

- (i) will be acceptable for carriage;
- (ii) will not consist of “Prohibited” articles (see “– Prohibited Articles”);
- (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 laws including, without limitation, those laws governing the carriage of dangerous goods (see "Specialized Services – Dangerous Goods (Hazardous Materials)").

Unless otherwise indicated, in respect of any Shipment, the Shipper's (consignor's) name and address is the sender's name and address indicated on the Bill of Lading, and the latter constitutes the place of execution and the place of departure; the Receiver's (consignee's) name and address is the recipient's name and address indicated on the Bill of Lading, and the latter constitutes the place of destination; and the date indicated on the Bill of Lading is the date of execution of the Bill of Lading.

Customs Clearance

Where a Customer has a pre-existing relationship with a customs broker, such Customer may designate that customs broker as the Customer's preferred customs broker and Purolator shall to use such customs broker to provide customs clearance services for such Customer. Where no customs broker designation has been made by the Customer, the Customer acknowledges and agrees that, by tendering a Shipment to Purolator, such Customer appoints Purolator's designated customs broker to provide customs clearance services, if any, to the extent allowed by law. The foregoing appointment is irrevocable. The Customer acknowledges that Purolator may designate, in its sole discretion, any customs broker to provide customs clearance services.

Reweighing, Cubing and Low-Density Shipments

Purolator may reweigh and/or cube any Shipment and recalculate the Shipment charges in its sole discretion, notwithstanding that a weight has been declared on the Bill of Lading.

Purolator reserves the right to apply a dimensional weight to a Shipment, notwithstanding that a weight has been declared on the Bill of Lading. Where a Customer has entered into a Services Pricing Agreement with Purolator, the cube factor that will be applied to calculate the Shipment charges may be determined in accordance with the cube factor contained in that agreement. Where a Customer has not entered into a Services Pricing Agreement with Purolator or such agreement is silent on cubing, a cube factor will be applied, as follows:

- 15 lb per cubic foot (6.804 kg per 0.0283 cubic metres) for Shipments that travel via Purolator's air network (whether in whole or in part); or
- 10 lb per cubic foot (4.562 kg per 0.0283 cubic metres).

The Customer's invoice will indicate if the air cube is applied. Purolator will multiply the applicable cube factor by the dimensional (cubed) weight of each Item in a Shipment, calculated as follows:

$$\text{Dimensional weight} = \frac{\text{length} \times \text{width} \times \text{height}}{1,728}$$

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

Any Freight Shipment that occupies a length of 10 ft (approx. 3 m) or more of trailer space will be ascribed a weight of 1,000 lb per linear foot. If a Freight Shipment cannot be stacked or has a height of 6 ft or more or cannot be placed alongside another Freight Shipment in the trailer, it will be ascribed a height or width of 8 ft (approx. 2 m).

Right of Inspection

Purolator reserves the right to open and inspect any Shipment tendered to it for carriage, at any time, without notice. Governmental authorities may also open and inspect any Shipment, at any time, without notice.

Right to Refuse Shipments

Purolator reserves the right to refuse any Shipment, in its sole discretion, including any Shipment that may soil, taint, or otherwise damage other merchandise or equipment, or which is economically or operationally impractical to transport, or which is improperly prepared, packed or wrapped for transport (see "Shipment Acceptance Policy").

Right to Use Agents and Subcontractors

Purolator reserves the right to use agents and subcontractors in the performance of its services. Any exercise of this right will in no way affect Purolator's maximum liability described in these Terms and Conditions (see "Liability of Purolator – Maximum Liability"). For Courier Shipments, where agents or subcontractors are used, more restrictive size and weight limitations than those set out herein may apply (see "Shipment Acceptance Policy").

Right to Use Alternate Modes of Transportation

Purolator reserves the right to use an alternate mode of carriage for the Customer's selected service. Where applicable, in the event a Customer fails to indicate a mode of carriage on the Bill of Lading, Purolator reserves the right to transport the Shipment by the fastest mode of transportation available and the Customer acknowledges that charges based on such mode will be levied and such Customer shall pay same. Any exercise by Purolator of this right will in no way affect Purolator's maximum liability described in these Terms and Conditions (see "Liability of Purolator – Maximum Liability").

Proper Labeling

Courier Shipments

Each Item in a Courier Shipment must display a Purolator or Purolator-approved bar-code parcel identification number and a properly secured and completed Bill of Lading, as follows:

- (i) The Bill of Lading must display the Shipper's and Receiver's full addresses including postal/zip code and phone number with area code (post office box addresses are not permitted). In addition, the Bill of Lading must contain the following:
 - Customer account number (if applicable)
 - Service option selected
 - Service Identifier (if applicable)
 - Billing instructions (if applicable)
 - Number of Items in the Shipment
 - Item weight
 - Declared value (for Purolator liability purposes) – *This is optional*
 - Date
 - Signature (if applicable)
- (ii) The Bill of Lading must be securely fastened to the top of each Item in the Shipment. String or wire tags are not acceptable. Improper labeling may result in the Shipment or Item being delayed or lost. It is strongly recommended that a duplicate label be attached to an inner flap of each Item in the Shipment.

- (iii) The Bill of Lading must be flat with all Purolator bar codes visible, and should not be wrinkled, creased, folded or placed on Item(s) in the Shipment in a manner that may make it difficult to scan and/or read (e.g., on box corners or uneven surfaces or seams).
- (iv) Where a Customer is reusing a box or packaging, all previous Bills of Lading, delivery address labels and markings must be covered or removed.
- (v) A Shipment consisting of more than one Item must have each Item individually numbered. For example, if a Shipment consists of 3 Items, the Items should be marked "1 of 3", "2 of 3" and "3 of 3". This numbering of Items is in addition to the requirement that each Item in the Shipment displays a parcel identification number (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. In addition, items containing liquids must be labeled "LIQUID". Items containing glass or ceramic products must be labeled "GLASS".
- (vii) Items weighing in excess of 70 lb (approx. 32 kg) must be labeled as "Heavy Weight".
- (viii) There is a maximum of 4 Items per Shipment when using a manual Bill of Lading.
- (iv) Where a Customer is reusing a pallet or packaging, any previous Bills of Lading and delivery markings must be covered or removed.
- (v) A Shipment consisting of more than one Item must display a master pro-bill bar code on the first Item in the Shipment. Each subsequent Item in the Shipment must display a parcel identification number bar code that is linked to the pro-bill bar code.
- (vi) Items containing liquids must be labeled "LIQUID". Items containing glass or ceramic products must be labeled "GLASS".

Freight Shipments

Each Item in a Freight Shipment must display a Purolator or Purolator-approved bar code, and the first Item in the Shipment must display a properly secured and completed Bill of Lading, as follows:

- (i) The Bill of Lading must display the Shipper's and Receiver's full addresses including postal/zip code and phone number with area code. In addition, the Bill of Lading must contain the following:
 - Customer account number (if applicable)
 - Service option selected (if applicable)
 - Billing instructions (if applicable)
 - Number of Items in the Shipment
 - Shipment weight, including weight of each individual Item
 - Declared value (for Purolator liability purposes) – *This is optional*
 - Date
 - Signature (if applicable)
- (ii) The Bill of Lading must be securely fastened to the first Item in the Shipment and be visible. String or wire tags are not acceptable. Improper labeling may result in the loss or delay of the Shipment (or an Item in the Shipment). It is strongly recommended that a duplicate Bill of Lading be inserted in the stretch wrap portion of each Item in the Shipment.
- (iii) All bar codes must be flat and visible on each Item. Bar codes should not be wrinkled, creased, folded or placed on the Item(s) in the Shipment in a manner that may make it difficult to scan and/or read (e.g., on corners or uneven surfaces).
- (i) to comply with the obligations set out in the applicable Purolator certification program, including but not limited to the design and specification requirements and updates;
- (ii) that it has been granted a non-exclusive, non-transferable, royalty free license to use the intellectual property provided by Purolator in such Automated Shipping System, labels, bar codes and Bills of Lading. The Customer will not, under any circumstances, sublicense, sell, loan, lease, assign, convey, encumber or otherwise transfer the intellectual property provided by Purolator. Purolator reserves the right to revoke such license immediately upon notice to the Customer;
- (iii) to seek Purolator's prior approval pursuant to the applicable Purolator certification program for any proposed changes to such Automated Shipping System, labels, bar codes and Bills of Lading;
- (iv) that, if the Customer does not comply with the requirements set out in Purolator's certification program and these Terms and Conditions, Purolator may, in its sole discretion, cease providing services and/or revoke certification;
- (v) that Purolator is not liable for any loss or damage incurred or suffered by a Customer as a result of the use of such Automated Shipping System, labels, bar codes and Bills of Lading, including incorrect rate quotes, where such Automated Shipping System, labels, bar codes and Bills of Lading do not comply with the Purolator certification program and these Terms and Conditions; and

Use of Personal Information

Purolator's Privacy Statement, as published on purolator.com, governs all personal information (i.e., information about an identifiable individual) that Purolator receives from a Customer to effect the delivery of a Shipment.

Customer's Own Shipping Systems, Labels, Bar Codes and Bills of Lading

Purolator requires that Customers use a Purolator Bill of Lading to eliminate billing, tracking and service failures. Customers may request, and Purolator may agree, in its sole discretion, to allow a Customer to use its own (or a third party provider's) labels, bar codes, and Bills of Lading generated in a form, and on automated shipping systems, approved in advance by Purolator pursuant to the applicable Purolator certification program.

Any Customer using its own (or a third party provider's) Automated Shipping System, labels, bar codes and Bill of Lading agrees:

- (vi) to release and discharge Purolator from, and indemnify Purolator against, all claims, actions, demands, costs, losses or damages arising or resulting from such Customer's failure to comply with the requirements set out in the Purolator certification program and these Terms and Conditions.

The Customer agrees that all Shipments tendered to Purolator bearing the Customer's own (or a third party provider's) label, bar code and Bill of Lading are governed by: (i) these Terms and Conditions (as may be amended by Purolator from time to time); and (ii) applicable law. The Customer's own (or third party provider's) electronic Bills of Lading must be successfully transmitted to Purolator no later than the day following pickup of the Shipment by Purolator. Where the electronic Bill of Lading is not received in time, Purolator may, in its sole discretion, cease providing services or elect to use alternate methods of billing for the Shipment and apply any applicable administrative charges incurred to alternate the billing method.

Heavy Weight

Purolator may accept Items that weigh more than 70 lb (approx. 32 kg) to travel as Courier Shipments, provided that "heavy weight" service has been pre-arranged by contacting Purolator. Heavy weight Shipments may also be subject to special handling charges (see "Specialized Services – Special Handling"). Heavy weight Shipments are not eligible for Purolator's service guarantees. It is the Shipper's responsibility to advise the Receiver that a heavy weight Shipment will require assistance at the receiving end to effect delivery.

At Shipper's Risk

Certain articles are not well suited for Purolator's distribution and sorting system and are therefore subject to a high risk of damage. For this reason, the following articles are only accepted for carriage at the Shipper's risk (i.e., Purolator will not assume any liability for these articles and will not accept any claims for loss, damage or delay in the shipment of these articles):

- (i) Glass, china, crystal, pottery, ceramics and other similarly fragile articles.
- (ii) Collectors' items.
- (iii) Liquids.
- (iv) Precious metals.
- (v) Articles requiring temperature-controlled services.
- (vi) Perishable foodstuffs, and foods and beverages requiring refrigeration or other environmental control.
- (vii) Unpackaged articles (see "Shipment Acceptance Policy – Unpackaged Articles").
- (viii) Privately packaged articles (e.g., not in manufacturer's original packaging).
- (ix) Articles not packaged in accordance with Purolator's shipment acceptance policy (see "Shipment Acceptance Policy").
- (x) Artwork.
- (xi) Antiques.
- (xii) Jewelry.

- (xiii) Seeds.
- (xiv) Articles designated as "Prohibited" in these Terms and Conditions but which have been tendered to Purolator and accepted for carriage (see "– Prohibited Articles").

Any "At Shipper's Risk" Shipments accepted by Purolator travel on a "no-value" basis (i.e., the Customer cannot increase Purolator's liability by declaring a value for such Shipment on the face of the Bill of Lading or, in the case of Shipments prepared using an Automated Shipping System, in the designated user entry field).

Prohibited Articles

Purolator will not transport any article that (i) it is prohibited by law from transporting, and (ii) is inadequately or improperly prepared for ordinary transport having regard to the nature of such article.

Shipments within Canada

Purolator will not accept the following articles for carriage within Canada:

- (i) Human remains in any form.
- (ii) Animals, birds or insects.
- (iii) Live plants and cut flowers.
- (iv) Currency (including cash or 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/state (i.e., across provincial/state boundaries).
- (vii) Firearms or weapons of any kind (including parts thereof).
- (viii) Dangerous goods that are classified as "acceptable only with prior approval by Purolator" and "not acceptable" (see "Specialized Services – Dangerous Goods (Hazardous Materials)").
- (ix) Drugs prohibited by law.

Shipments to Canada (or from Canada to) U.S. or Rest of World

In addition to those listed from above in "– Prohibited Articles – Shipments within Canada", the following articles will not be accepted for carriage to Canada from (or from Canada to) the U.S. and the rest of the world:

- (i) Animal products (non-domesticated).
- (ii) Gem stones, industrial diamonds and unset precious stones.
- (iii) Ivory.
- (iv) Personal effects and unaccompanied baggage shipped to any country, except the United States.
- (v) Any Item having a value of more than \$50,000.
- (vi) Any Shipment that, in Purolator's judgment, could cause loss, damage or delay to equipment, personnel, or other Shipments.
- (vii) Other prohibited articles that vary by country. Please contact Purolator for details.

The following articles will not be accepted for carriage to or from U.S. and the rest of the world, unless the Customer has received pre-approval from Purolator:

- (i) Biological Substances Category B.
- (ii) Dangerous goods (see “Specialized Services – Dangerous Goods (Hazardous Materials)”).
- (iii) Diagnostic specimens.
- (iv) Dry ice (except when shipped via Purolator Ground).
- (v) Furs.

Pre-approval is defined as Purolator’s written consent, as evidenced by a Services Pricing Agreement setting out the pre-approved article(s) to be transported and signed by authorized representatives of Purolator and the Customer. The Customer cannot declare a value for any such articles requiring Purolator’s pre-approval and any Shipment containing articles requiring Purolator’s pre-approval will travel at the Shipper’s risk, including without limitation for loss, damage, delay, misdelivery or failure to deliver such Shipment. Please contact Purolator for details.

In the event that Purolator unknowingly transports a “Prohibited” article, Purolator will assume no liability whatsoever in respect of the loss, damage, delay, misdelivery or failure to deliver such Shipment. In all other circumstances, Purolator’s maximum liability will be as described in these Terms and Conditions (see “Liability of Purolator – Maximum Liability”).

Shipment Acceptance Policy

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

Shipments not packaged in accordance with Purolator’s shipment acceptance policy will travel at the Shipper’s risk (see “Tendering Shipments to Purolator – At Shipper’s Risk”).

Packaging Requirements

Courier Shipments

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.

Defect-Free Carton Closure

Masking or cellophane tapes do not supply the strength necessary to secure Shipments traveling through Purolator’s distribution and sorting system. The minimum acceptable tape is 2” (approx. 5 cm) 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.

* Maximum size is calculated as follows: length + (2 x width) + (2 x height).

Strength of Carton

The strength of the corrugated carton is a critical factor in a Shipment’s ability to withstand the normal rigours of parcel handling and carriage. 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.

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.

Pallets and Stretch Wrap

Any bulk Courier Shipments may be required to be secured to one or more pallets with stretch wrap.

Freight Shipments

All Freight Shipments must be tendered to Purolator secured to one or more pallets with stretch wrap. Pallets must be free of damage or defect. Articles secured to a pallet should not hang over the edge of the pallet and there should be no space between articles on a pallet.

Size Limitations

Courier Shipments

Shipments within and to Canada

The following size limitations apply to all Courier Shipments traveling within and to Canada:

- Purolator Express Shipments travelling via Purolator’s air network (whether in whole or in part):
Maximum length: 96” (approx. 244 cm)
Maximum size*: 144” (approx. 366 cm)
- Purolator Ground Shipments and Purolator Express Shipments not traveling via Purolator’s air network:
Maximum length: 120” (approx. 305 cm)
Maximum size*: 216” (approx. 549 cm)

Shipments from Canada

The following size limitations apply to all Courier Shipments traveling from Canada:

- Maximum length: 108” (approx. 274 cm)
- Maximum size*: 165” (approx. 419 cm)
- Maximum weight per Item: 150 lb (approx. 68 kg)
- Maximum weight per Shipment: Unlimited

For all origins and destinations, special handling charges may apply (see “Specialized Services – Special Handling”). For Courier Shipments, where agents or subcontractors are used, more restrictive size and weight limitations than those set out above may apply. Please contact Purolator for details.

Freight Shipments

The maximum height applicable per Item in a Shipment is 6 ft (approx. 1.8 m). Please contact Purolator for details regarding maximum lengths and widths per Item in a Shipment. Subject to availability and Purolator pre-approval, Shipments exceeding Purolator Freight’s size and weight limitations may travel through Purolator’s freight distribution system for an additional charge. Please contact Purolator for details.

Unpackaged Articles

Unpackaged articles (i.e., articles that are not protected by a rigid shipping container such as a corrugated box, plastic tote or wooden crate) are subject to special handling charges and are only accepted for carriage once Purolator is satisfied that such articles do not pose any hazard to Purolator staff, equipment and other Shipments.

Delivery of Shipments

Delivery

Purolator will deliver the Shipment to the delivery address (or applicable shipping agent locations, where shipping agents are used) 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 who 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 majority. If Purolator is unable to complete delivery of a Courier Shipment (after at least one attempt), a notice of delivery will be left at the delivery address setting out instructions for the Receiver to pickup the Shipment. In the case of a Freight Shipment, if Purolator is unable to complete delivery on the first attempt, the Shipment will be returned to the applicable Purolator facility and Purolator will contact the Shipper for further instructions. If Freight Shipment is returned to the Shipper, such return will be at the Shipper's expense.

Driver Release for Shipments to U.S. and Rest of World

At the discretion of Purolator's authorized agent, a Shipment destined for delivery in the U.S. or the rest of the world may be left at a private residence without obtaining a signature. If a signature is required for a Shipment or, if Purolator's agent is otherwise unable to "release" a Shipment, it may be delivered to a neighbouring address and Purolator's agent will obtain a signature from the neighbour when completing an indirect delivery. The Shipper and the Receiver release and indemnify Purolator, on a joint and several basis, from and against any claims or liabilities resulting from an authorized agent driver's release of such Shipment.

Undeliverable Shipments

For 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 pickup, Purolator may return such Shipment(s) to the Shipper at the Shipper's expense. The Shipper will be invoiced for the original delivery charge, as well as the return delivery.

For Shipments that cannot be delivered or returned for any reason, title to the Shipment(s) will pass to Purolator and such Shipment(s) may be disposed of in Purolator's sole discretion and at any location:

- (i) in the case of Shipments consisting of general articles, where such articles have been in Purolator's possession for 120 days or more.
- (ii) in the case of Shipments consisting of perishable articles, where such articles have been in Purolator's possession for 30 days or more.

The Shipper shall pay any costs incurred and indemnify Purolator for any damages in respect of the foregoing. For greater certainty, Purolator's maximum liability in respect of any Shipments disposed of will be the maximum liability stated in these Terms and Conditions under "Liability of Purolator – Maximum Liability".

Billing, Payment and Liability Information

Payment

Non-account Customers are required to pay for Purolator services at the time such services are requested or, if Purolator invoices the Customer, in accordance with the terms of the applicable invoice. Account Customers are required to pay for Purolator services within 14 calendar days from the date of invoice or in accordance with their Services Pricing 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 shall pay Purolator (or Purolator's designated customs broker or the Shipper's own customs broker, where and as applicable), the Service Rate and all Additional Charges (including, without limitation, all Taxes and Customs Clearance Charges) in the event that the Receiver, on a collect Shipment (see "Administrative Charges – Collect"), or third party, on a third party Shipment (see "Administrative Charges – Third Party"), refuses to pay Purolator, Purolator's designated customs broker or the Shipper's own customs broker, as applicable.

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

Invoice Discrepancies

Customers should call the number on their invoice to report discrepancies. Invoice/billing discrepancies must be brought to Purolator's attention within 90 days of the date of the invoice, after which time such invoice will be deemed accepted by the Customer. Customers are responsible for all reasonable costs incurred by Purolator in connection with investigating any invoice discrepancy.

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\$2.00 PER LB (CDN\$4.41 PER KG) 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 PREPARED VIA AN AUTOMATED SHIPPING SYSTEM, 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: (I) COURIER SHIPMENT IS CDN\$5,000.00 (AND THE PORTION OF ANY DECLARED VALUE

IN EXCESS OF CDN\$5,000.00 IS VOID AND OF NO FORCE OR EFFECT); AND (II) FREIGHT SHIPMENT IS CDN\$25,000.00 (AND THE PORTION OF ANY DECLARED VALUE IN EXCESS OF CDN\$25,000.00 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, SPECIAL, INDIRECT, PUNITIVE 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. Upon request, Purolator will, at its option, refund or credit a Customer (payer) if a guaranteed Shipment is not delivered in accordance with the applicable service guarantee (see "Service Guarantees").

Events Beyond Purolator's Control

Purolator is under no obligation to refund or credit a Customer (payer) for any 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, customs clearance delays, import/export documentation deficiencies 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 or displayed on any Shipment is limited in accordance with the limitations on Purolator's liability contained in these Terms and Conditions (see "Maximum Liability").

Claims

Refunds for Purolator Service Guarantees

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

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, parcel identification number, date of Shipment and the estimated amount claimed in respect of such loss or damage is given to Purolator in writing within the time limits set out below, failing which Purolator will have no liability in respect of the Shipment; however, where the Convention applies, different time limits may be applicable. In order to process any claim, Purolator must have a record of the Shipment in its distribution network (whether courier or freight). Purolator will not pay a claim for loss of or damage to any Shipment unless all applicable transportation charges in respect of such Shipment have been paid.

Type of Shipment	Type of Damage/Loss		
	Concealed damage	Damage evident upon delivery	Loss/Failure to deliver
All (except Freight Shipments and International Air Shipments)	21 days from delivery	60 days from delivery	9 months from date of shipment
Freight Shipments	48 hours from delivery	60 days from delivery	9 months from date of shipment
International air Shipments	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 (regardless of whether the Convention applies) will 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 Purolator's service guarantees, all claims must be submitted in writing with the Bill of Lading number (parcel identification number) and supporting documentation to:

Purolator Inc.
National Claims Department
1234 Main Street, 7th Floor
Moncton, New Brunswick E1C 1H5
E-mail: claims@purolator.com
Facsimile: 1-800-447-6933

Please contact Purolator for further information about 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 entered on the Bill of Lading, Purolator's maximum liability for loss of, or damage to, a Shipment will not exceed the lesser of: (a) Purolator's maximum liability set out in these Terms and Conditions; (b) the market value of the article(s); (c) the original cost of the article(s) to the claimant; and (d) the cost of repairing the article(s).

Applicable Law

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

Contact Us**Phone**

General Inquiries 1 888 SHIP-123 or 1 888 744-7123

If you are an existing customer of Purolator, contact your Account Executive.

Telecommunications Device

for the Hearing Impaired 1 800 561-7876

Purolator Freight Inquiries 1 888 302-8819

Email custserv@purolator.com

Online www.purolator.com

Twitter @PurolatorHelp