



Terms & Conditions of Service

The following paragraphs contain the general Terms and Conditions under which Couriers Plus is engaged in the transportation of small packages in its own territory and jointly through interchange with its affiliates. Couriers Plus reserves the right to amend any portion of these Terms and Conditions of Service at any time. The most current version of these Terms and Conditions of Service may be found at the Couriers Plus website, www.couriersplus.ca, and is available at all local Couriers Plus offices.

1. Basic Service

Couriers Plus offers, without guarantee, a specialized delivery service by land whereby consignments will be delivered during the next possible cycle. All shipments are delivered to the address of the consignee, not necessarily to the consignee personally. Time sensitive materials should be given ample time for delivery delays and Couriers Plus will not be held liable for any such delays in the delayed delivery, no matter what the cause, of any shipment as it does not guarantee any delivery time and all deliveries are performed on a best effort basis. The address label shall always indicate the complete delivery address. Parcels cannot be delivered to post office boxes, rural routes or general delivery. Couriers Plus reserves the right to impose a charge per shipment for all deliveries to rural addresses and/or private residences. Couriers Plus charges a fuel surcharge and reserves the right to change fuel surcharge rates should they deem this industry practice necessary as a result of unanticipated surging fuel prices. Any such fuel surcharge will be communicated to the consignor prior to acceptance of the shipment and the consignor agrees to pay any such fuel surcharge if Couriers Plus is engaged to complete the shipment. Basic service is provided for consignments not exceeding 25 kg (55 pounds) within either the local/metro or shorthaul service areas. Pricing for basic service is set by each independent regional service provider within the Couriers Plus network and is subject to change. Any consignment accepted with an actual or cubic weight greater than 25 kg (55 pounds) will be subject to additional charges.

2. Restrictions on Service

All items will be converted to a cubic weight and the consignor will be charged the greater of the actual weight or cubic weight based on 167 kg per cubic meter. No service shall be rendered in the transportation of any package or article weighing more than 35 kg (77 pounds), exceeding 8 feet (2.44 m) or having a cubic weight greater than 45.4 kg (100 pounds). If a consignment has a cubic weight greater than 25 kg (55 pounds) the actual weight of that package cannot exceed 25 kg (55 pounds).

3. Hazardous Materials/Dangerous Goods and Exclusions

Couriers Plus will not accept any consignments identified as dangerous goods under the Dangerous Goods Act and Regulations as outlined by Transport Canada, unless defined as "Limited Quantity" under the Act. All consignments considered "Limited Quantity" must comply with all packaging and identification requirements as defined under the Act. The consignor agrees not to ship any item that may become dangerous when moving in a vehicle or which may damage other freight onboard a courier vehicle. Any costs incurred as a result of damage to other freight will be the sole responsibility of the consignor will be charged to the consignor who undertakes to pay such costs without protest.

4. Customer Communication Form

Couriers Plus relies on the information provided on the Customer Communication Form to provide the best possible communication and service to the Consignor. It is the responsibility of the Consignor to update Couriers Plus of any changes to the information provided. Couriers Plus will attempt to update the information from time to time.

5. Payment for charges of shipments

All shipments are ordered through the Couriers Plus order system are deemed ordered and payment must be received for services provided. Any additional charges resulting from errors or omissions caused by the consignor will be collected through an invoice for actual costs incurred plus any applicable service charges. The consignor agrees to pay such charges in a timely manner and unpaid invoices will be charged interest at 2% per month. Couriers Plus charges a minimum monthly charge of \$25.00 plus HST, if the consignor ships during any monthly period. There are no account fees if the consignor does not ship anything during any monthly period.

6. Goods Shipped at the Risk of the Consignor

Any items such as but not limited to second-hand car parts, used equipment and products, perishables, items requiring protection from heat or cold, articles of unusual value, cash or other such valuables shipped by the consignor will be at his sole risk. Any loss or damage by the consignor for any such shipment will be at the sole cost of the consignor.

7. Responsibility for Loss and Damage

Each shipment handled by Couriers Plus or one of its agents is automatically protected against loss or damage up to a maximum of \$2.00 per pound (\$4.41 per kg) computed on the actual weight of the shipment, unless a greater value is declared by the consignor in writing and identified on the pickup courier's run sheet or on-line order system. The covered amount will be based on the manufacturing or wholesale cost of the item, not the retail price. The consignor declares the released value to be no greater than \$2.00 per pound (\$4.41 per kg). Additional declared values beyond \$100.00 will be charged at a rate of \$3.00 per \$100.00 declared value or part thereof, minimum \$3.00 per shipment. The maximum allowable declared value is \$3,000.00. The consignor shall have the sole responsibility for insuring his goods above the maximum \$3,000.00 available from Couriers Plus. Couriers plus will not be liable or responsible for the loss or damage to any package where the content of which Couriers Plus is not authorized to ship.

8. Packaging Requirements

It is the sole responsibility of the consignor to ensure that all goods shipped are properly packaged in accordance with normal transportation standards. In all such cases, any loss or damage by the consignor as a result of improper packaging will be borne by the consignor who recognizes that the package was shipped at their sole risk.

9. Prepaid tickets and Pouches Transferability and Refund

All prepaid tickets and pouches may be transferable only with prior consent of Couriers Plus and are non-refundable unless there is a substantial misrepresentation by Couriers Plus or anyone in their employment. Any such misrepresentation must be communicated immediately in writing to Couriers Plus to be considered for refund.

10. Claim procedure

Claims for loss of, or damage to, the shipper's property must be filed with Couriers Plus promptly. In the case where the shipment was delivered but damaged, written notice must be submitted to Couriers Plus within 60 days of delivery of the shipment. In the case where the shipment was not delivered for any reason whatsoever, written notice must be submitted to Couriers Plus within 9 months from the pickup date as indicated on the Run sheet of the pickup courier, provided that notice of the non-delivery of the shipment was submitted to Couriers Plus within 60 days of the pickup date. All claims will be processed according to the procedures of Couriers Plus and will be completed expeditiously. Any damage or loss must be reported to the delivery courier at the time of delivery and noted on the delivery courier's run sheet. If the recipient of the shipment signs the delivery courier's run sheet and has accepted the goods into his possession they are immediately responsible for the shipment and Couriers Plus will not be held liable for any damage once this acceptance by the recipient of the shipment has occurred.

11. Delivery of Shipments

It is the policy of Couriers Plus to obtain a signature for every delivery. If the delivery location is unattended at the time of delivery the delivery courier will leave a notice for the recipient to arrange for a re-delivery. If a second delivery is required Couriers Plus reserves the right to charge either the consignor or the recipient for any such re-delivery. If a re-delivery charge is required the consignee will be notified prior to re-delivery of such charge and may elect to have the goods returned at no additional charge, if they so choose. The recipient of the shipment may also elect to pick up the shipment at a Couriers Plus depot designated by the delivery courier. If said package is not picked up or re-delivered within 7 days from pickup date indicated on the pickup courier's run sheet the package will be returned to the consignor without benefit or refund. Once the delivery courier's run sheet has been signed by the recipient and the package accepted, the consignment between Couriers Plus and the consignor is deemed complete and Couriers Plus is no longer liable for any future damage or claim.

12. Use of Agents

Couriers Plus reserves the right to utilize agents to deliver packages in areas not covered directly by Couriers Plus. The consignor understands that such agents may have different terms and conditions of service than those of Couriers Plus. Couriers Plus will inform the consignor, upon request, the name of the agent completing the delivery of the consignment on behalf of Couriers Plus. It is the consignor's responsibility to understand and accept the terms and conditions of service for any such agent and accepts all responsibility to ensure that the consignment adheres to the agent's requirements. Any additional costs resulting from shipments not adhering to the agent's terms and conditions of service will be charge to and paid by the consignor. Any loss or damage resulting from shipments delivered by agents will follow the Couriers Plus claim procedure and all claims will be considered through Couriers Plus.

13. Indemnity

The consignor indemnifies Couriers Plus, its agents, servants and officers in respect of all liabilities arising from any breach of these conditions by the consignor of the provision of the service except for liabilities expressly assumed by Couriers Plus under these terms and conditions of service.

Consignor Authorization: By shipping with Couriers Plus the above terms and conditions of service are deemed to be accepted.