

These Terms of Service apply to the provision of all Canpar Express services when shipping between points in Canada, or between points in Canada and various international points. In the event of any conflict or inconsistency between these Terms of Service and any other written or oral statement (including any Canpar Express Bill of Lading or other transit documentation), these Terms of Service shall govern. These Terms of Service together with the applicable Bill of Lading constitute the entire agreement with respect to Canpar Express's services and set out all covenants, promises, warranties, representations, conditions, understandings and agreements with respect to Canpar Express's services and supersede all previous Terms of Service and any other prior documentation concerning Canpar Express's services. Surcharges and factors are subject to the negotiated Customer Agreement. Canpar Express reserves the right from time to time to unilaterally modify, amend or change these Terms of Service without notice.

## Services

Canpar Express agrees to provide, at Canpar Express's specified rates, courier services in accordance with the Terms of Service set out in these Terms of Service and those set out in the applicable Bill of Lading. In these Terms of Service, "Bill of Lading" includes any Canpar Express shipping document, label, waybill, manifest or similar document. Canpar Express shipping services available:

### Within Canada

- Ground
- Select (SelectLetter, SelectPak, SelectParcel)\*
- Express (ExpressLetter, ExpressPak, ExpressParcel) \*
- Priority Services (10 AM, Noon, Saturday) \*
- Returns Solutions (Collect/3rd Party, Pick-Up Tags)
- Collect on Delivery
- Pick-Up On Demand

### From Canada to the United States

- U.S. Ground
- U.S. Select (U.S. SelectLetter, U.S. SelectPak, U.S. SelectParcel)

### From Canada to International Destinations

- International

*\*Guaranteed service - Some restrictions apply. See "Service Guarantees".*

## Service Guarantees

Canpar Express will, upon a customer's request, provide either a refund or credit of the customer's transportation charges, for an outbound Canadian Select, Express, or Priority (10 AM, Noon, Saturday) package/shipment that is delivered after the Canpar Express guaranteed delivery commitment time.

Service Guarantees are subject to the following conditions:

- a) The Canpar Express package/shipment must qualify as a guarantee delivery point from the point of origin to destination for the applicable service selected
- b) Credits for transportation charges will be applied to the payor's account only, and refunds will be made payable to the payor only
- c) Each package within the shipment must be properly labelled, including from/to address detail with the Receiver's correct name, deliverable address, postal code or zip code and telephone number
- d) The shipment must be accepted by Canpar Express and the Billing of Lading must be generated using an automated shipping system
- e) Canpar Express must be notified of a service failure in writing within fifteen (15) calendar days from the date of the scheduled delivery and be advised of the Receiver's name and address, date of shipment, package/shipment weight and the waybill number

Within 30 calendar days after customer notifies in writing, Canpar Express shall provide one of the following:

- i. Provide customer with the refund or credit;
  - ii. Provide customer with evidence of timely delivery; or
  - iii. Provide customer with information explaining the reason that the shipment is not eligible for the guarantee under the applicable limitations or exclusions
- f) The guarantee applies only to shipments where:
- i. Each package weighs 75 pounds or less (actual or dimensional weight, whichever is greater); and
  - ii. For shipments transported using Canpar Express International services, specific weight and size restrictions apply. Contact customer service for country specific restrictions
- g) The guarantee applies only to transportation charges paid by Canadian-based payors and is exclusive of all other items, including (without limitation) duties, taxes and other charges or amounts.

To obtain a quoted delivery commitment time, contact Canpar Express Customer Service and supply the following information: (i) the commodity being shipped; (ii) the date and the time that the package will be available for pick-up; (iii) the exact destination, including postal code; (iv) the number of pieces in the shipment; (v) the weight; and (vi) the package dimensions. Should any such information prove to be inaccurate and, specifically, if a package is tendered to Canpar Express substantially later than the time supplied to Canpar Express Customer Service, no guarantee shall apply. In instances where a transit time range is quoted, the delivery commitment time will be the longest transit time quoted. Any transit time quoted by Canpar Express Customer Service without the foregoing information is only an estimate and is not the delivery commitment time.

- a) In the case of multiple package shipments, this guarantee will apply to every package in the shipment. If a late delivery occurs for any package within the shipment, the refund or credit will be given for the portion of the transportation charges applicable to that package.

- b) Should the customer or its recipient specify a customs broker other than Canpar Express, delivery by Canpar Express shall be deemed to have occurred at the time Canpar Express notifies the customs broker that the shipment is available for customs clearance.
- c) Canpar Express is not obligated to act on any claim until all transportation charges have been paid
- d) This guarantee does not apply in the presence of any of the following circumstances:
  - i. To any shipments tendered to Canpar Express with a manual waybill.
  - ii. To transportation charges resulting from returned or undeliverable packages or shipments.
  - iii. If the shipping date on the electronic waybill, shipping document, label or manifest generated does not match the pickup date by Canpar Express.
  - iv. To shipments/packages exceeding Canpar Express's size limitations, including packages or shipments subject to an Extra Care charge.
  - v. To packages which are undeliverable for any reason, including improper or incomplete delivery instructions or information (which may include Post Office Box for recipient address, missing or incomplete recipient address, missing or inaccurate recipient telephone number), or unavailability or refusal of the recipient to accept delivery.
  - vi. Late delivery due to causes beyond Canpar Express's control, including without limitation, to delays caused by the consignee; acts of God; public authorities acting with actual or apparent authority of law; acts, requirements or omissions of postal, customs or other government officials; riots, strikes or other labour disputes; civil commotion and disruption in air or ground transportation caused by weather and natural causes.
  - vii. Any shipment exceeding \$5,000 in value, or which is subject to lengthened transit times due to country-specific value limitations.
  - viii. Drop shipments.
  - ix. Dangerous goods or hazardous materials.

All other provisions of Canpar Express's Terms of Service of Carriage or Terms of Service of Service apply. This money-back guarantee can be suspended, modified or revoked at the sole discretion of Canpar Express without prior notice with respect to all customers or any particular customer.

## Ancillary Services

An additional charge will be applied as per the Canpar Express Customer Agreement in effect at the time of shipping in the following instances:

### *Address Correction*

In the event that Canpar Express is unable to deliver a shipment because the address provided by the Shipper is incorrect, incomplete or illegible, Canpar Express will make every attempt to find the correct address for delivery but assumes no liability or responsibility for its inability to complete the delivery. Canpar Express will not be liable for failing to meet its scheduled delivery time for any package with an incomplete or incorrect address. The applicable fuel surcharge in effect at the time of shipping will also apply.

### *Customer Service Administration Fee*

Canpar Express reserves the right to assess a fee for nonelectronic requests made via the call centre, email, or through live chat. This fee will be applicable to Redirect and Manual/On call pickups request to customer service.

### *Carbon Surcharge*

The Carbon Surcharge will be levied as a percentage of the freight cost associated with all shipments. The percentage value and further information regarding the charge is available on the company website.

### *Project Support, Seasonal and Special Projects Fee*

Canpar Express reserves the right to apply an additional fee for any support, seasonal or special project that is custom to your business and outside of the Canpar Express service and product offering. Costs for additional overhead, administration, labor, equipment and/or materials may be required. Canpar Express will review all requests once a full scope has been submitted in writing. The final fee will be provided based on feasibility of request, resources & duration of project.

### *Chain of Signature*

An additional fee will apply for customers who opt for a Chain of Signature service whereby a signature is required throughout each stop the shipment makes inside the network, from pick-up to delivery.

### *Dangerous Goods*

Canpar Express can carry acceptable quantities of dangerous goods or hazardous materials. Packages containing Dangerous Goods require manual handling and will be assessed and charged accordingly. See "Dangerous Goods" section for more details.

### *Extended Area Surcharge*

Canpar Express will assess an additional fee when the origin or destination point is considered to be a remote or extended area or when the location is serviced by an authorized agent or the cost to serve the location incurs additional expense by Canpar Express not accounted for in the zone based rates to the location. The Extended Area zone and rates are available at [canpar.com](http://canpar.com). Extended Area points may changewithout notice.

### *Fuel Surcharge*

Canpar Express reserves the right to apply a fuel surcharge on all shipments regardless of destination and service selected. The duration and amount of any surcharge will be determined at our sole discretion. By tendering your shipments to Canpar Express, you agree to pay all applicable surcharges as deemed by Canpar Express. Information on the fuel surcharge rates are posted on the Canpar Express website.

### *Identification Check*

Canpar Express reserves the right to assess a fee when a package or shipment requires government issued ID to be verified before delivery to consignee.

## *Manual Waybill*

Canpar Express reserves the right to assess a fee when using a manual waybill or preprinted waybill applicable to the shipment in effect at the time of shipping.

## *Missing or Invalid Account*

An additional charge will apply when the account number is missing, or an incorrect account number is entered by the Shipper on the waybill.

## *Extra Care*

There are four categories of pieces that require Extra Care: 1) Irregular, 2) Over-Length, 3) Oversize, and 4) Overweight.

Any piece that falls within any of these categories will incur one charge – the highest of Irregular, Over-Length, Oversize or Overweight.

### *Irregular*

An "Irregular" Extra Care charge may apply to any articles that, due to their nature (e.g., shape, packaging, contents), are deemed by Canpar Express, in its sole discretion, to be unsuitable for our sorting facilities (e.g. liquids, wooden or metal crates, straps, and non-conveyable items). This includes any package, article, pail or container not fully encased in an appropriate shipping container or any package or article that requires repackaging due to inappropriate or insufficient original packaging.

### *Over-Length*

An "Over-Length" Extra Care charge may apply to any piece that exceeds the longest single dimension or the second longest dimension criteria. (Please refer to "Ancillary & Miscellaneous Rates" section for "Over-Length" criteria.)

### *Oversize*

An "Oversize" Extra Care charge may apply to any piece that meets the combined length girth criteria or the longest single side dimension or the second longest dimension criteria. (Please refer to "Ancillary & Miscellaneous Rates" section for "Oversize" criteria.)

- Combined length and girth is calculated by measuring the length (longest side of the package) plus  $[(2 \times \text{width}) + (2 \times \text{height})]$

### *Overweight*

An "Overweight" Extra Care charge may apply to a single piece that meets the Overweight criteria. (Please refer to "Ancillary & Miscellaneous Rates" section for "Overweight" criteria.)

## *Maximum Piece Size & Weight*

In the event that a package or shipment exceeds the "Maximum Piece Size & Weight" criteria, an additional charge may apply. (Please refer to "Ancillary & Miscellaneous Rates" section for "Maximum Piece Size & Weight" criteria.)

## *Maximum Shipment Size*

In the event that a shipment exceeds the allotted Maximum Pieces Per Shipment or Maximum Weight Per Shipment criteria, the excess will be treated as a separate, subsequent shipment. (Please refer to "Ancillary & Miscellaneous Rates" section for "Maximum Shipment Size" criteria.)

## *Paper Invoice Fee*

A fee will be applied on the customer's invoice when they request a paper invoice by mail.

## *Peak Surcharge*

Canpar Express reserves the right to implement a peak surcharge based on seasonal volumes and market conditions or events to ensure proper handling to cover additional resources and equipment costs that will be incurred during this time.

## *Priority Services – 10 AM, Noon & Saturday Delivery*

For certain Canpar Express services and select destinations, optional 10 AM, Noon and Saturday delivery options are available. These options must be selected and indicated in the designated area on the waybill at the origin pick-up location. The applicable fuel surcharge in effect at the time of the shipping will also apply.

## *Redirect*

Canpar Express will apply a fee for shipments requested to be redirected. Requests out of zone/province will be rated as a new shipment.

## *Repeat Delivery Attempt*

If Canpar Express is unable to deliver a shipment on the first attempt, a notice will be left at the receiver's delivery address stating that a delivery attempt was made. A fee will be charged when a second subsequent delivery attempt is requested by the receiver. The charge will be applied to the payor at the time of shipping. The applicable fuel surcharge in effect at the time of the shipping will also apply to this service.

## *Residential*

An additional charge will apply to a residential pickup and/or delivery from/to a home, including a business operating out of a home. Residential locations are deemed by Canpar Express as primarily residential or low commercial density based on postal code.

## *Returns Solutions*

For an additional fee (on top of the applicable service rate), Canpar Express's Return Solutions offer customers the choice of shipping Collect (or via a Third-Party), or using Pick-Up Tag (PUT) or electronic Pick-Up Tag services. Canpar Express will pick up and deliver shipments from your customer's location and return them to your warehouse, office or destination of your choice. Collect and Pick-Up Tags must be prepared using an automated shipping system in order to generate a label and schedule a pick-up. Certain items are prohibited from being shipped and are not accepted by Canpar Express for the eReturn service including

hazardous materials and Dangerous Goods shipments. Please refer to the "Dangerous Goods" section in this document for more details.

### *Return to Shipper*

If for any reason Canpar Express cannot deliver a parcel and returns it to the Shipper, a charge equal to the outbound delivery rate will apply.

### *Signature Required*

A Shipper may request that Canpar Express obtain the signature of a recipient within Canada upon delivery. An additional fee, set forth in the Canpar Express Domestic Accessorial Rates in effect at the time of shipping, will be assessed. Canpar Express will obtain, in its sole and unlimited discretion, an electronic signature or other physical acknowledgement of receipt to release without signature upon Delivery. The Shipper must use a Canpar Express Automated Shipping System to initiate a request for this service. No signature will be obtained for residential delivery unless requested by sender. Additional Fees will apply.

### *Adult Signature Required*

A Shipper may request that Canpar Express obtain the signature of a recipient who is at least 19 years of age within Canada upon delivery. An additional fee, set forth in the Canpar Express Domestic Accessorial Rates in effect at the time of shipping, will be assessed. Canpar Express, in its sole and unlimited discretion, will determine if Delivery can be completed when such a request is made, and in its sole and unlimited discretion, will obtain an electronic signature or other physical acknowledgement of receipt to release without signature upon Delivery, and may request photo identification indicating the recipient's age before completing Delivery. The Shipper must use a Canpar Express Automated Shipping System to initiate a request for this service. Packages requiring an adult signature are not available for delivery change requests or redirection to an address other than the original intended delivery point with the exception of an approved Canpar Express Smart Spot location where available.

### *Supplementary Delivery Attempt*

If Canpar Express is unable to complete delivery of a shipment within company delivery procedures, the package will be held prior to being sent back to the shipper. In the event that a subsequent delivery attempt is requested by the Consignee, a fee may be charged. This charge will be applied to the Consignee. The applicable fuel surcharge in effect at the time of the shipping will also apply to this service.

### *Declared Value*

Customers have the option of purchasing additional protection for their shipments against loss or damage during shipping. The shipment value must be declared on the Bill of Lading at the time of pick-up. Additional charges will apply.

### *Weekly Service Fee*

Canpar Express reserves the right to apply a weekly service fee.

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## Safe Drop Program

No Signature Required shipments must qualify with our Safe drop process. Safe drop is a driver discretion process by which Canpar Express will leave the package in a location that is sheltered from weather and cannot be easily seen from non-residents of the delivery address. Drivers will take into consideration the location, type of product, weather, traffic flow and other parameters to ensure safe drop is the proper method of completing the No Signature Required delivery. Excluded from the process of safe drop are deliveries made to apartments and condominiums. In instances whereby the receiver is not home, our notice of delivery process shall ensue. Canpar Express will not compensate or be liable to the shipper or receiver on a joint or single basis, for and/or against any claims or liabilities resulting from the delivery of a safe drop package or shipment.

## Signature Release Program

Receivers that do not require a signed proof of delivery and that are not subject to agreements requiring a signature on delivery may waive this requirement for a one time or all future courier shipments by enrolling in Canpar Express's Shipment Release Program. A Signature Release Form must be completed to waive the delivery signature for one or all future shipments.

Where a release is elected, Canpar Express may leave shipment(s) at the receiver address unattended and without obtaining a signed proof of delivery, and the shipper is bound by the liability release contained in the above-mentioned authorization form. The shipper and the receiver will indemnify Canpar Express on a joint or single basis, from and against any claims or liabilities resulting from the delivery of a signature release package or shipment.

The Signature Release Program is not eligible for:

- Dangerous Goods Shipments
- Chain of Signature Shipments
- Condominiums or Apartment buildings

Canpar Express will use at its discretion the right to disqualify SRP. This includes circumstances in which a Canpar Express Driver is of the opinion that a shipment will be at risk of loss or damage. The driver may elect not to leave the shipment without a signature.

To use the outlined program shipments must fall within the Safe Drop parameters outlined. See Safe Drop Program.

## Limitation of Liability

Canpar Express shall not be liable, for any special, direct indirect, incidental, consequential or punitive damages, including but not limited to, loss of income, profits, interests, utility or loss of market incurred by the Shipper, Receiver or Third Party (or any other person or company) as a result of Canpar Express's (or Canpar Express's agents or independent contractors) acts or omissions, including but not limited to gross negligence, negligence causing damage, failure to deliver, loss or theft of or damage to the shipment, or late



or delayed shipment.

If a Shipper, Receiver or Third Party has an extremely time-sensitive package, the loss or delay of which may result in consequential damages, the Shipper must contact his own insurance agent or broker to insure against such risks, as Canpar Express does not assume such liabilities. Canpar Express does not provide and will not arrange for such insurance.

## Terms of Payment

Customers with approved accounts shall pay Canpar Express within seven (7) days from the invoice date, unless otherwise arranged. In the event the customer fails to pay an invoice in full when due, interest calculated at a rate of 2% per month shall accrue and be payable to Canpar Express on all outstanding amounts. We reserve the right to suspend service on past due accounts, credit cancel the account, suspend volume discounts and apply any credit owed against past due invoices. This is in addition to any other legal rights and remedies available to Canpar to collect unpaid balances.

### *Sales Tax*

The customer will pay Canpar Express any and all applicable sales taxes as required by law.

### *Method of Payment*

- Pre-Authorized Payment - Customers can set up a Pre-Authorized Payment (PAP) plan which allows Canpar Express to withdraw funds from the customer's account when the invoice is due.
- Credit Card – Customers can set up automatic credit card payments and Canpar Express will charge the credit card when the invoice is due. Canpar accepts Visa, MasterCard and American Express. A 2.1% administration fee will apply when using this option.
- Electronic Funds Transfer (EFT) – Customers can make an invoice payment by depositing funds to the Canpar Express bank account when the invoice is due. EFTs must be accompanied by an electronic remittance advice detailing invoice numbers being paid.
- Cheque – Payable to Canpar Express. The cheque must contain the Canpar Express account number and invoice number with the remittance slip.

*Canpar Express will apply a Non-Sufficient Funds (NSF) processing fee for any declined credit cards or insufficient funds during withdrawals on PAPs, EFTs or issued cheques.*

### *Billing and Invoice Adjustments*

Invoices for courier services and applicable taxes are in Canadian dollars. Invoices are prepared weekly and customers may choose either a paper or electronic invoice. Billing discrepancies must be brought to the attention of Canpar Express within ninety (90) days from the invoice date. After such time, any billing dispute is waived and deemed accepted by the customer. Customers can call customer service to report discrepancies.

### *Administration Fee – Invoice Adjustments*

If Canpar Express is requested to respond to any invoice discrepancy (including, but not limited to Service Guarantee failures) initiated by: (i) Customer; or (ii) any third-party on behalf of Customer, Canpar Express

reserves the right to charge the Customer an administrative fee in cases where Canpar Express has determined that the disputed charges were correctly charged as invoiced or were incorrectly provided by a customer and will also be applied to manual requests.

#### *Shipper Payment Guarantee*

For prepaid shipments, the Shipper shall pay Canpar Express all shipping charges including all ancillaries, taxes and fuel charges as outlined in the Canpar Express service guide including updates posted to canpar.com in effect at time of shipping. In the event that the Receiver (on a Collect or Third-Party shipment) refuses to pay Canpar Express, when a shipment is undeliverable (including when the Receiver is unable to accept delivery of the shipment for any reason), the Shipper shall pay all the charges incurred for the original delivery and the return of the shipment to the Shipper (including all Taxes and Surcharges).

#### *Scanned versus Billed Process*

On a monthly basis, Canpar Express will produce a report which includes all individual barcodes with pickup and delivery scans and will align this list with the previously billed barcodes. Barcodes that appear on the delivered list which have not been included in your billing will be identified and communicated by means of email to the established billing contact. After the details are communicated, we allocate one week from the date the e-mail is sent to allow for investigation and response, if required. Should this time lapse, Canpar Express will bill the customer the amounts calculated, which will be subject to normal payment terms.

## **Packaging Requirements**

Shipments must be properly packaged to ensure safe transportation with proper casing or packaging. While traveling through the Canpar Express system, the exterior may be damaged and should be protected by additional outer packaging at Shipper's cost. Canpar Express shall not accept unpackaged shipments. Canpar Express shall not be liable for damages to such casing and/or unpackaged shipments as described above.

#### *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, rips, tears, seam/corner damage, each of which reduces the carton's structural integrity. For any carton entering the Canpar Express network that does not meet these standards, Canpar Express shall not be liable for loss or damage.

#### *Carton Closure*

Packages must be properly sealed using pressure sensitive adhesive tape (packing tape), water-activated reinforced tape or water-activated paper tape with a minimum width of 2 inches. Reinforced paper tape is not recommended. All flaps and seams must be sealed securely using the H taping method to prevent any accidental opening during shipping:

- i. Apply first strip to seal the center seam.
- ii. Overlap a minimum of 4 (10 cm) on either side of the box.
- iii. Seal the edge seams on both ends with two strips of tape.
- iv. Repeat the process for the bottom of the box.

For any package entering the Canpar Express network that does not meet these standards, Canpar Express

shall not be liable for damage or loss incurred because of inadequate closure.

### *Proper Package Labelling*

Each piece in a shipment must display a Canpar Express or Canpar Express approved barcode parcel identification number and/or variable waybill. Each box must be properly labelled with the shipper and consignee's full address, consignee's phone number, weight and dimensions of each piece and the total number of pieces.

Each box in a shipment must have an appropriate barcode and individually numbered, for example "Box 1 of 2", "Box 2 of 2". Improper labelling may result in the shipment or piece being delayed or lost. It is also recommended that a duplicate label be attached to the inner flap of each piece. In instances where a customer is reusing a box, all previous labels and barcodes must be removed. Multi-labeled packages and shipments will be subject to an additional Address Correction fee for manual amendments.

Shipments that contain commodities such as glass or liquid should be indicated as such on the outside of the box and or usage of a commodity sticker. In certain circumstances, Canpar Express may require government-issued identification for delivery.

## **Right to Refuse Shipments**

Canpar Express reserves the right to refuse to accept (in whole or in part) any shipment that Canpar Express determines, in its sole discretion, may result in damage or delay to other shipments, equipment, or personnel, or when the carriage of the shipment is prohibited by law. Canpar Express reserves the right to refuse service in its sole discretion 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, packaged, or wrapped for transport. Canpar Express reserves the right to refuse to provide service when the account of the person or entity responsible for payment is not in good standing.

## **Collect on Delivery Shipments and Third-Party Billing**

Canpar Express accepts Certified Cheque/Money Order, Regular Cheque (current dated cheques), and Post-dated Cheque (maximum of 3 cheques per shipment to be collected as per dates printed on the label/s). If the Shipper requests that Canpar Express collect payment from the Receiver or Third Party, the Shipper agrees that it will ultimately be liable and agrees to pay all charges relating to such shipment (including, without limitation, all taxes and duties) if the Receiver or Third Party does not pay. We do not accept cash.

## **Dimensional Weight Calculation**

Unless otherwise specified in the Customer Agreement, Canpar Express's dimensional weight is based on the following minimums for each of the services offered:

- Canadian Ground: 12.4 pounds per cubic foot or 198.6 kilograms per cubic meter
- Canadian Select and Express: 15.0 pounds per cubic foot or 240.3 kilograms per cubic meter
- U.S. Ground: 12.4 pounds per cubic foot or 198.6 kilograms per cubic meter

- U.S. Select: 15.0 pounds per cubic foot or 240.3 kilograms per cubic meter
- International: 15.0 pounds per cubic foot or 240.3 kilograms per cubic meter

Packages will be billed based on the higher of Dimensional Weight versus Actual Weight. Please refer to the Dimensional Weight table for exact calculations on packages and shipments.

## Reweighting of Shipments

At any time during the transport and notwithstanding that a weight may be declared on the Bill of Lading, Canpar Express may reweigh or cube any shipments and assess additional transportation charges based on the IATA volumetric standard. Reweighting is done utilizing scales approved by Weights & Measures Canada. Canpar Express may in sole discretion increase or adjust charges based on the results of a reweigh or cube assessment. If the shipment weight is not declared on the Bill of Lading, Canpar Express will assume a default weight of 35 lbs and charges will apply accordingly.

## Minimum Billable Weight (for Multiple Piece Shipments)

For shipments containing two (2) or more pieces (i.e., multiple piece shipments), Canpar Express employs a minimum billable weight per piece when the average weight per piece is less than the minimum criteria. The weight of each piece will be determined based on the greater of the declared, actual, or cubed weight. See "Ancillary & Miscellaneous Rates" page for the applicable minimum billable weight.

### *Weight and Size*

Canpar Express has the right to accept or refuse packages based on size, shape, weight and dimensions in its sole discretion that it may deem to be unsuitable for Canpar Express's distribution and sorting facilities. The following size and weight maximums will apply:

- Length of one side exceeds 108 inches (275 centimeters)
- Actual weight exceeds 150 pounds (68 kilograms) per package
- Combined length and girth exceeds 165 inches (419 centimeters) per package
- Shipment weight exceeds 1000 pounds (454 kilograms)
- Number of packages in a shipment exceeds 50 pieces

For all origins and destinations, an Over Maximum fee may apply. See "Ancillary Services" section for more details.

## Dangerous Goods

Canpar Express will accept for shipment certain classes of Dangerous Goods subject to compliance with all applicable legislation, including without limitation the International Air Transport Association ("IATA") Regulations and the Transportation of Dangerous Goods Act.

Canpar Express will accept the following Dangerous Goods:

- Class 1.4C Explosives
- Class 1.4G Explosives

- Class 1.4S Explosives
- Class 2 Gases (excluding 2.3 Toxic Gas)
- Class 3 Flammable Liquids
- Class 4 Flammable Solids (excluding 4.3)
- Class 5 Oxidizers & Organic Peroxides
- Class 8 Corrosive Substances
- Class 9 Miscellaneous Products – Requires prior consent

Dangerous Goods may NOT be packaged in a Canpar Express branded envelope, flyer or box. Canpar Express will only accept dangerous goods for shipment that are properly packaged to ensure safe transportation in accordance with all applicable laws. Canpar Express does not accept any Dangerous Goods shipments to be sent “via air”. An additional charge will be applied to each Dangerous Goods shipment as per Canpar Express’s rates at the time of shipping. Canpar Express may change its policies in connection with Dangerous Goods without notice.

Certain exceptions and restrictions apply when shipping Dangerous Goods to International destinations.

Requirements for tendering Dangerous Goods shipments:

- Shipper must know the appropriate classification
- Proper packaging in accordance with applicable laws
- Proper marking and labeling of each piece in accordance with applicable laws
- Appropriate documentation/training where applicable to perform any activities related to dangerous goods in accordance with applicable laws

The tender and pickup of a Dangerous Goods shipment does not constitute acceptance of freight. All Dangerous Goods shipments will only be accepted once it has been verified and reviewed by a trained Canpar Express DG specialist.

## Prohibited Items

Canpar Express will not transport any shipment that is prohibited by law from transporting and is inadequately or improperly prepared for ordinary transport. Canpar Express will refuse and return any shipment that is considered unsafe or unlawful to transport and reserves the right to open and inspect any package tendered for transportation. The following list summarizes restricted commodities not accepted by Canpar Express for transport. Should these items be inadvertently carried by Canpar Express despite their prohibition, Canpar Express shall have no liability whatsoever for their loss or damage. This list is not all-inclusive and is subject to change without notice.

- a) Domestic Destinations: Items which Canpar Express will not accept for shipment within or to Canada include, without limitation, the following:
- Banderols / tax stickers
  - Bank Drafts
  - Bullion (of any precious metal)
  - Cash, bonds, stocks, or other negotiable instruments
  - Complete firearms, ammunition, explosives, and weapons
  - Drugs prohibited by law
  - Firearm parts
  - Furs, fur clothing and ivory

- Human remains
- Medicinal and recreational cannabis
- Illegal goods
- Insects, larvae, pupae, etc.
- Items restricted by IATA or ICAO (International Civil Aviation Organization)
- Jewelry and objects constructed of precious metals and/or stones
- Jewelry, gemstones
- Live animals, insects, plants, or fish
- Loose precious stones
- Negotiable instruments in bearer form
- Original artwork, antiques
- Plants and flowers
- Pornography
- Items which Canpar Express determines, in its sole discretion, that it cannot transport safely or legally

*Conditional* – Possible items for transport at the Shipper’s own risk. Canpar Express will not be liable for the following items:

- Antiques, works of art, fine art
- Dangerous Goods
- Drugs (legal, excluding medicinal marijuana) and pharmaceutical products
- Perishable items

b) U.S. Destinations: In addition to those set out above under “Prohibited Items: Domestic Destinations”, items which Canpar Express will not accept for shipping to, from or within the U.S. include, without limitation, the following:

- Cuban cigars
- Coins of any kind
- Alcohol
- Weapons and ammunition
- Plants and seeds
- Vape products
- Dangerous goods
- Stamps and other high value collectibles
- Shark fins
- Shipments prohibited by law

c) International Destinations (other than the U.S.): Restricted items vary by country.

Canpar Express may change its policies in connection with restricted and prohibited shipments without notice. Note: Any marine transport shipments must conform to International Marine Dangerous Goods Code (MDC) except for travel on roll on/off ferry. Refer to Special Provisions in Dangerous Goods Regulations.

## Inspection of Shipments

Without notice, Canpar Express may, at its sole discretion, open and inspect any shipment and its contents at any time. Customs authorities, or other governmental authorities, may also open and inspect any shipment

and its contents at any time.

## Routing

Customers agrees to all routing and diversion, including the possibility that the shipment may be carried via intermediate stopping places which Canpar Express deems appropriate. Canpar Express reserves the right to substitute alternate methods of transport than those selected by the customer. Canpar Express also reserves the right to substitute non-courier carriers to complete shipment deliveries to remote or non- Canpar Express serviced destinations. Canpar Express's exercising of any of its rights under this paragraph shall in no way affect Canpar Express's maximum liability as provided in these Terms of Service (see "Maximum Liability").

## Warsaw Convention

In these Terms of Service, references to the Convention mean the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or that Convention as amended by the Hague Protocol 1955, the Montreal Protocol No. 4 and/or the Convention. Supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other than the Contracting Carrier, or at that Convention as may otherwise be amended, as applicable. When a shipment involves a destination or stop in a country other than the country of departure, the Convention may apply and, in most cases, will limit Canpar Express's liability with respect to the loss of, damage to, or delay in carriage of such shipments.

## Maximum Liability

Declared value for carriage is required by Canpar Express to determine transport liability limits, while "declared value for customs" is required by customs officials for possible assessment of duties and taxes. The declared value of a shipment should reflect the Shipper's cost of the goods, not the retail value. Canpar Express will at no time pay a claim for a declared value that exceeds the actual value of the lost or damaged shipment. In no event, however, will Canpar Express be liable for consequential, incidental, or indirect damages, including loss of profits or income, whether or not Canpar Express had knowledge that such damages might be incurred. Where the Convention applies to the shipment, Canpar Express's maximum liability will be subject to the rules of liability established by the Convention. The maximum liability for personal articles is limited to \$2.00/lb (\$4.40/kg) per shipment, with no additional valuation allowed.

Where the Convention does not apply to a shipment, the maximum amount of any loss or damage where Canpar Express may be liable, whether or not the loss or damage results from negligence, or a failure to perform the contract, shall not exceed \$100 or \$2.00/lb (\$4.41/kg) per shipment, whichever is greater. If a value (for Canpar Express's liability purposes) is declared in the appropriate section on the Bill of Lading or in the entry field via an automated shipping system and the applicable surcharge is paid, Canpar Express's maximum liability shall be the amount of the declared value. The maximum value that may be declared (for Canpar Express's liability purposes) in respect to any single package is \$5000 or \$20,000 per shipment. The portion of any declared value in excess of \$5000 per package or \$20,000 per shipment is void and of no effect.

## Notice of Claim for Loss or Damage

In case of damage, Canpar Express must be given the opportunity to conduct an inspection within 60 days of the delivery date. The shipper/consignee must retain the original shipping carton and contents and contact Customer Service to arrange an inspection. All damage claims must be filed online or in writing within 60 days of the delivery date, and include the following information:

- Shipper Number
- Invoice or letter stating cost price for product
- Copy of original Pick-Up Record or manifest
- Copy of original invoice for goods (or copy of price list indicating costs)
- Inspection request number
- Repair cost (if claim is for repair).

In case of non-delivery or partial delivery, shipper/consignee must contact Customer Service to initiate a trace and Canpar Express will require the following information:

- Shipper Number
- Tracking number
- Date of Shipment
- Pick-Up Record Number
- Consignee name and address
- Shipment weight and number of packages
- Contents of parcel(s) to be traced
- Amount of C.O.D., and label number (if applicable)

A claim must be filed online or in writing within 180 days of the shipping date. Canpar Express will require the following information:

- Shipper Number
- Invoice or letter stating cost price for product
- Copy of original Pick-Up Record or manifest
- Copy of original invoice for goods (or copy of price list indicating costs)
- Trace file number assigned at time of search

## Shipper's Risk

For a list of prohibited items, please refer to section 13. Shipment Value Protection does not apply to prohibited items.

## No Liability

Canpar Express assumes no liability for any loss, damage or delay due to improper packing or marking of shipments.



## **Circumstances Beyond the Control of Canpar Express**

Canpar Express is not liable if a shipment is lost, damaged, delayed, mis-delivered or not delivered due to circumstances beyond Canpar Express's control, including and without limitation to any act, default or omission of the Shipper, Owner, Receiver or any party having an interest in the shipment; defects to do with the nature of the shipment; incorrect or inadequate packaging or markings or address even if known to us when we accept it; Act of God" (e.g., earthquake, cyclone, storm, flood); "Force majeure" (e.g., war, terrorism, plane crash or embargo); disruptions in national or local air or ground transportation; civil unrest; disruption or failure of communication and information systems; strikes or labour disruptions. Canpar Express is also not liable for electrical or magnetic damage to, or erasure of, electronic or photographic images or recordings.

## **Customer Warranty**

Shippers warrant that each item in a shipment to be carried under these Terms of Service are properly described on the Bill of Lading and that such items are acceptable for transport by Canpar Express, and that the shipment is properly marked, addressed and packaged in accordance with these Terms of Service and all applicable laws (including, without limitation, Dangerous Goods legislation and IATA and ICAO regulations). The Shipper indemnifies Canpar Express for any and all claims arising out of the Shipper's breach of such warranty.

## **Privacy**

By sending or receiving a shipment, or being identified as a third party for billing purposes, customers consent to the collection, use, or disclosure of their personal information by Canpar Express for the purposes of providing the carrier services. In particular, with respect to a shipment, customers consent to Canpar Express's disclosure of personal information to the Shipper, the Recipient and, if applicable, the Third Party identified for billing purposes. Canpar Express's Privacy Statement, as published on [Canpar.com](http://Canpar.com), governs all personal information that Canpar Express receives from a customer.

## **Governing Law**

The Bill of Lading and these Terms of Service shall be governed by the laws of the jurisdiction where the shipment originates, and the customer irrevocably submits to the non-exclusive jurisdiction of the courts of such jurisdiction, unless contrary to applicable law.

## **Severability**

If, in any jurisdiction, any provision of these Terms of Service or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of these Terms of Service and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

## **Customs Clearance**

The Shipper authorizes Canpar Express (however, Canpar Express is under no obligation) to complete on the Shipper's behalf any documents required to comply with applicable laws and regulations, and to act as the Shipper's forwarding agent for customs and export control purposes. The Shipper agrees that Canpar Express may abandon and/or release any item which Canpar Express declares to be unacceptable or which the Shipper has undervalued for Customs purposes or mis-described, whether intentionally or otherwise, without incurring any liability whatsoever to the Shipper, Receiver or any other Third Party and the Shipper will reimburse Canpar Express upon demand all claims, damages, fines and expenses arising from and for costs incurred in returning the shipment to the Shipper or warehousing the shipment pending disposition.

## **Independent Contractor**

Canpar Express is an independent contractor and will not at any time or for any purpose be an agent of the shipper or be authorized to act on its behalf. Nothing contained in these Terms and Conditions shall be deemed to create an employment relationship between the shipper and Canpar Express and/or its personnel.

## **Future Changes**

Canpar Express reserves the right to unilaterally modify, amend or add new charges to any portion of the Canpar Express Rates or Terms of Service at any time without prior notice. In the event of a conflict between the Terms of Service and an effective customer agreement, these Terms of Service shall take precedence.