

Terms and Conditions of Service

Cardinal Couriers Ltd.

October 1, 2019



CARDINAL COURIERS LTD. TERMS & CONDITIONS OF SERVICE

Effective: October 1, 2019

PRINCIPLE APPLICATION OF TERMS AND CONDITIONS

All products and services provided by Cardinal Couriers Ltd. ("CCL"), including those provided through agents or subcontractors, are subject to and governed by these Terms and Conditions and the terms and conditions set out on the waybill. The customer agrees to all of the provisions contained on the waybill and herein. The provisions of this agreement shall be binding on both CCL and the customer. In the event of an inconsistency between these Terms and Conditions and the terms and conditions set out on the waybill, these Terms and Conditions will govern. When shipments are prepared using an alternative automated shipping system, these Terms and Conditions are deemed to be incorporated into the waybill generated by any such automated shipping system.

Any failure by CCL to enforce or apply any provision of these Terms & Conditions does not constitute a waiver of that provision and does not otherwise impair CCL's right to enforce or apply such provision at any time. These Terms & Conditions supersede all previous Terms & Conditions, service guides, amendments, supplements, and other prior statements, whether written or oral.

These Terms and Conditions are subject to change by CCL without notice, and the customer is bound by any changes. The most recent Terms and Conditions, including all rates and charges described in the Terms and Conditions, may be obtained by calling CCL at 1-800-387-3199 or may be viewed at www.cardinalcouriers.com.

DETERMINE YOUR WEIGHT

Establish the total weight of your shipment by adding together each package's incremental weight and rounding up to the nearest whole number (i.e. 13.3 lbs rounds up to 14 lbs).

- To determine the Actual Weight, weigh each package on a scale and round a fractional weight up to the next whole pound.
- Determine the Dimensional Weight by multiplying the package length by the width by the height. Calculate the Dimensional Weight of the package by completing the following formula; length x width x height (in inches) of each package and dividing by 128. (i.e. 21 x 21 x 21 = 9,261 divided by 128 = 72 lbs. cubed weight).
- Compare the package's Actual Weight to the Dimensional Weight. The greater of the two is the Chargeable Weight for the package.
- For a multiple-package shipment, add the greater of each package's Dimensional Weight or Actual Weight before rounding to get a total weight. Round a fractional total weight up to the next whole pound. This rounded total is the total Chargeable Weight for the shipment.

DIMENSIONS

The maximum overall length of any piece is 192 inches and the maximum overall size (length plus girth) is 216 inches. (Measurement of length plus girth is calculated as follows: length + (2 x height) + (2 x width). Any piece over 60 inches in length is subject to a Special Handling Surcharge.

MAXIMUM WEIGHT PER PIECE HANDLED

The standard maximum Chargeable Weight per piece is 110 lbs. Any pieces tendered weighing more than this limit will be subject to a Special Handling Surcharge, applied to each piece. In the event that a shipment and/or piece(s) tendered to a vault location exceeds the applicable Chargeable Weight, delivery shall be rescheduled for delivery during regular business hours on a standard business day. Additional charges will apply.

Pieces or shipments which exceed the applicable Chargeable Weight are not eligible for CCL's Limited Delivery Guarantee. It is the shipper's responsibility to advise the receiving party that a heavy weight shipment/piece(s) will require assistance at the receiving end to effect delivery.

RIGHT TO REFUSE SHIPMENTS

CCL reserves the right to refuse any shipment which, in the sole judgment of CCL, may soil, taint, or otherwise damage other merchandise, property or equipment, or which is economically or operationally impractical to transport, or which is improperly packed, wrapped or labelled or which does not comply with these Terms and Conditions.

MAXIMUM WEIGHT PER SHIPMENT

The total maximum Chargeable Weight per shipment is 440 lbs. Any shipments tendered to weigh more than this limit will be subject to a Special Handling Surcharge, per shipment to accommodate special handling.

NON-CONVEYABLE

Each piece not capable of travelling on our conveyor system and requiring manual handling will be subject to a Special Handling Surcharge, applied to each piece. The additional charge will be applied when shipping items that require special handling, including, without limitation:

- (1) non-packaged items;
- (2) items not fully encased in a suitable shipping container (e.g., tires, mufflers, tailpipes, pails, trailer hitches, shovels, shrink wrapped items, etc.);
- (3) overweight/oversized items which:
 - a. weigh more than 110 lbs, or
 - b. equal or exceed 60 inches in length; and
- (4) items which, due to their nature (size, shape, packaging, contents), are deemed by CCL, in its sole discretion, to be unsuitable for sorting and/or handling using CCL's conveyor systems (e.g. liquids, pails, wooden or metal crates, etc.).

Any piece(s) exceeding the maximum 216 inch overall size will be subject to an Oversize Surcharge and will also be subject to a minimum Chargeable Weight of 90 pounds per piece. Special Handling Surcharges will not be assessed when the Oversize Surcharge is applied.

The assessment of surcharges, fees or other amounts by CCL in respect of a particular shipment or piece will in no way affect the CCL maximum liability stated in these Terms and Conditions or the categorization of a shipment being considered "At Shipper's Risk".

TAILGATE DELIVERY

A Tailgate Delivery Surcharge shall apply per shipment, on pick-up and/or delivery, if: (a) the shipper and/or receiver requests the use of a power tailgate; and/or (b) the shipper or receiver does not have an appropriate shipping/receiving dock to ensure the safe handling of the shipment.

REDELIVERY - (OVERSIZE ITEMS, SKID DELIVERIES)

In the event that any piece is deemed to be too large for delivery into a vault and/or the receiver has not provided approval/authorization for a suitable delivery alternative, CCL will reattempt delivery during regular business hours. An additional Non-Vault Surcharge shall be applied to any courier shipments, or an additional Skid Re-Delivery Charge shall be applied to any skid deliveries.

DANGEROUS GOODS

Any dangerous goods transported by CCL must comply with all the provisions of the Canadian "Transportation of Dangerous Goods Act" and other applicable laws including all applicable regulations. A Dangerous Goods Surcharge shall be applied to each shipment which contains any dangerous goods. Contact our Customer Service department for clarification on which dangerous goods we handle. All dangerous goods must be declared in writing to CCL prior to shipment.

RESTRICTED GOODS

CCL reserves the right to restrict the handling within its system of the items listed below:

- Human remains in any form;
- Live animals, birds or insects, live plants or cut flowers;
- Currency (including cash or coins) or other bonds, gift certificates, etc.;
- Fish, seafood, or meat (fresh or frozen);

- Tobacco or alcohol:
- Firearms or weapons of any kind;
- Perishables;
- Explosives and fireworks;
- Pornography;
- Drugs prohibited by law.

You must advise CCL in writing of the existence of such goods prior to shipment. CCL does not assume any liability for these shipments including that CCL will not accept any claims for loss, damage or delay of shipments containing any of such goods.

AT SHIPPER'S RISK

The following items are not well suited for CCL's distribution and sorting systems and are therefore subject to a high risk of damage and other risks. CCL does not assume any liability for shipments (including that CCL does not accept any claims for loss, damage or delay of shipments) containing any of these items:

- glass and/or glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, plasma screens and any other commodity with a similarly fragile nature;
- antiques and/or collectors' items;
- liquids and/or gels;
- jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semi-precious, cut or uncut):
- precious metals including, but not limited to gold and silver;
- items requiring temperature control;
- perishables and confectionery products;
- unpackaged items and/or privately packaged items (i.e. items not in manufacturer's original packaging); and
- any items not packaged in accordance with CCL's shipment acceptance policy

DECLARED VALUE/LIMITED LIABILITY

CCL's liability for loss or damage is limited to \$2.00 per pound, to a maximum of \$100 per shipment, computed on the total Chargeable Weight of such shipment, unless a higher value is declared in the space on the waybill at the time of pickup and the sender has paid any applicable surcharge. In the event that a declared value has not been entered, the Shipper declares the actual value to be no greater than \$100 per shipment. Additional declared values beyond \$100 will be charged a Declared Value fee per \$100 or part thereof. The maximum allowable declared value is \$5,000 per shipment. Certain commodities are restricted or prohibited: see "Restricted Goods" and "At Shipper's Risk", and therefore CCL assumes no liability whatsoever for shipments which contain any such goods.

In no event will CCL be liable for special, incidental, consequential, or indirect damages, or for loss of business, profits or income, whether or not CCL had knowledge that such damages might be incurred and regardless of the reason or cause of action. In any event, the liability of CCL for any reason and upon any cause of action shall be limited to a refund of the fees paid for the shipment giving rise to the claim except for liability for loss or damage which shall be limited as described in these Terms and Conditions.

You should contact an insurance agent or broker if insurance coverage is desired. CCL DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

FREIGHT CLAIMS

CCL must be notified of a claim within 24 hours of the delivery date. The final statement of the claim must be filed within nine (9) months of the delivery date. Please call 1-800-387-3199 to file a claim. Upon receipt of a proper claim form accompanied by the waybill, manifest and invoice, CCL will acknowledge the receipt of the claim in writing to the claimant within thirty (30) days. Under no circumstances shall freight claims or other amounts be offset against transportation charges owed to CCL.

Notwithstanding any other provision of these Terms and Conditions, the maximum liability for loss of or damage to a shipment, regardless of the declared value entered in the appropriate field of the waybill, shall not exceed the lesser of:

- (a) CCL's maximum liability set out in these Terms and Conditions;
- (b) the depreciated market value of the goods;
- (c) the replacement cost of the goods to the claimant; or
- (d) the cost of repairing the goods.

CCL will not be liable for, nor shall any adjustment, refund or credit of any kind be made for any loss, damage, delay, mis-delivery, nondelivery, caused by or resulting in whole or in part from:

- (a) CCL's inability to provide a copy of the delivery record, a copy of the waybill or a copy of the signature on delivery.
- (b) CCL's failure to comply with any package orientation graphics (i.e. "This Side Up" text or Graphics), "Fragile" and/or "Glass" labels, or any other special instructions on a shipment.

DAMAGE INSPECTIONS

CCL retains the right to inspect any shipment that is subject to a damage claim. If, at the time the damage claim is submitted, CCL requests that the shipper or receiver retain the shipment and packaging for inspection, the shipment and packaging must be held for inspection by CCL until such a period that the claim is concluded. Failure to retain the shipment and packaging for inspection or disallow reasonable access for any inspection may result in the claim being denied by CCL in its discretion, and if the claim is denied by CCL, CCL shall not have any liability for the shipment.

C.O.D. CLAIMS

You must notify CCL within 14 days of delivery date if you do not receive C.O.D. funds. The final statement of the claim must be filed within nine (9) months of delivery date. **Under no circumstances shall C.O.D. claims be offset against transportation charges or other amounts owed to CCL**.

CCL's liability in the event of loss, theft, damage, or delay for the remittance of C.O.D. payment collected on behalf of the shipper, regardless of the manner in which that loss, theft, damage or delay occurs, or for failure to collect payment at the time of delivery, or if the payment collected is incorrect, is limited to a refund of the C.O.D. fee paid for the service.

RATE QUOTATIONS

Any verbal or written rate quotation provided by CCL before the shipment has been tendered is an estimate only. The final rate will depend on several factors, including, but not limited to, the actual weight, type of service requested/available, dimensional weight and/or special handling fees, redelivery fees, or any other surcharges or other amounts in effect at the time of shipping. CCL will not be liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate quote provided prior to the shipment being tendered to CCL and invoiced to the billing party.

TERMS OF PAYMENT

Payment of services is due upon receipt of invoice. There will be an additional charge of 2.0% per month (24% per annum) for unpaid invoices after 30 days.

PAYMENT OF CHARGES FOR SHIPMENTS

Unless otherwise indicated shipping charges will be billed to the shipper. The shipper agrees to guarantee payment of all charges in the event of non-payment by the receiver or the third party.

LIMITED DELIVERY GUARANTEE

CCL will reimburse shipping charges for shipments delivered late, to regular vault customers, upon a written request from the sender within 15 days of service failure. This guarantee does not apply to:

- shipments delayed due to causes beyond CCL's control;
- packages that require special handling;
- shipments of dangerous goods or goods described in "Restricted Goods" or "At Shipper's Risk"; and
- packages/shipments that are oversized or overweight

MINIMUM BILLING

All invoices are subject to a minimum billing charge of \$35.00, inclusive of freight charges.

CUBE / REWEIGH

CCL reserves the right to cube and reweigh shipments and items for proper Chargeable Weight despite the declaration of weight on the shipping document. All skid freight shipments are subject to cube and reweigh by CCL.

ADDRESS CORRECTION

If CCL is unable to initially deliver any shipment because of an incorrect address we will make a reasonable effort to determine a correct address. The shipper will be notified of the correction and an additional charge will be applied for delivery (or attempted delivery). CCL assumes no responsibility for the inability to complete delivery under such circumstances.

MISSING / INVALID ACCOUNT NUMBER

An additional charge will be incurred if the account number for the bill-to party is missing or invalid.

REBILLING

A rebilling charge will be applied for invoices that are to be recreated and/or re-billed due to shipper's errors.

For collect or third party shipments, if the receiver or third party selected by the shipper refuses to pay for the shipping charges on any shipment, an additional charge will be billed to the shipper in addition to the original shipping charges.

NON-VAULT CUSTOMERS

A non-vault surcharge will be applied when shipping to or from a customer that does not have a CCL vault or alternative unattended delivery options.

FUEL SURCHARGE

CCL reserves the right to institute a fuel surcharge on all shipments, without prior notice. This surcharge will be applied for such periods as CCL deems necessary and is based on the FCA indices. Current details on the Fuel Surcharge are available at www.cardinalcouriers.com or by calling 1-800-387-3199.

MAXIMUM PIECES PER SHIPMENT

CCL will handle a maximum of 4 pieces per shipment. Any additional pieces, greater than 4, destined from the same shipper to the same consignee on the same date of shipment must travel on a separate waybill.

MAINTENANCE CHARGE FOR VAULTS

CCL will charge a monthly maintenance charge per vault installed in order to maintain up-keep on vaults. Please refer to the Cardinal Couriers Limited, Vault Agreement for additional details.

UNATTENDED DELIVERIES (SIGNATURE NOT REQUIRED)

A signed proof of delivery will not be supplied in the event of a delivery to a CCL vault or any other unattended delivery method. The shipper, receiver or any third party shall release, and defend, indemnify and hold harmless CCL from and against claims, losses and damages including indirect and consequential damages arising from these unattended deliveries.

SPECIAL HANDLING AND EVENTS BEYOND CCL'S CONTROL

CCL shall not be liable for any loss, damage, delay, non-delivery, misdelivery or failure to deliver regarding any shipment which requires special handling or does not comply with these Terms and Conditions, or which is caused by events beyond CCL's control, including, but not limited to:

- any act, default or omission of the shipper or owner;
- inadequate or incorrect address on the waybill;
- acts of God, or acts of public enemies, public health crisis, war, terrorism, riots, strikes or labour disruptions;
- · weather conditions; and
- mechanical delays.

EXTENDED AREA SURCHARGE

An additional charge, set forth in the CCL Extended Area Surcharge listing, applicable to the shipment in effect at the time of shipping, may be applied to shipments picked up from or destined to certain extended areas. CCL's Extended Area Delivery Surcharge listings may be viewed at www.cardinalcouriers.com or obtained by calling 1-800-387-3199.

CARDINAL COURIERS-SPECIALIZED SERVICES

SPECIAL HANDLING \$21.65 per piece

OVERSIZE SHIPMENTS \$50.00 per piece

TAILGATE DELIVERY \$25.00 per shipment

REDELIVERY \$25.00 per Skid Shipment (OVERSIZE ITEMS, SKID DELIVERIES) \$8.00 per Courier Shipment

NON-VAULT CUSTOMERS \$8.90 per Shipment

DANGEROUS GOODS \$45.00 per Shipment

CASH ON DELIVERY (C.O.D.) \$21.65 per Shipment

DECLARED VALUE/LIMITED LIABILITY \$6.10 per \$100 or part thereof

ADDRESS CORRECTION \$8.25 per Shipment

MISSING / INVALID ACCOUNT NUMBER \$8.25 per Shipment

REBILLING \$8.25 per Shipment

MINIMUM BILLING

All invoices are subject to a minimum billing charge of \$35.00, inclusive of freight charges.

MAINTENANCE CHARGE FOR VAULTS \$25.00 per Month

Cardinal Couriers will charge a maintenance charge per month per vault installed in order to maintain up-keep on vaults.

MANUAL SHIPPING \$2.00 per Shipment

A charge will be applied to shipments processed using a manual bill of lading or for any electronic bill of lading that must be manually processed .

PAPER INVOICE FEE \$5.00 per Invoice

An additional charge will be applied for each paper invoice.

EXTENDED AREA SURCHARGE

When a delivery point is beyond the normal Cardinal service area, an Extended Area Surcharge may apply.

Locate the origin or destination location. If the postal code range is listed, the surcharge shown will be applicable to the shipment.

All rates are in Canadian funds. Rates exclude any additional surcharges and applicable taxes.

QUEBEC

Postal Code Range		Surcharge Rate	Postal Code Range		Surcharge Rate
G0C1A0	G0C9Z9	\$43.30	G5A1A0	G5A9Z9	\$9.85
G0E1A1	G0E9Z9	\$27.45	G5B1A0	G5B9Z9	\$16.35
G0G1A0	G0G9Z9	\$43.40	G5C1A0	G5C9Z9	\$13.20
G0H1A0	G0L9Z9	\$43.00	G5H1A0	G5J9Z9	\$9.85
G0T1A0	G0T9Z9	\$13.20	G5L1A0	G5N9Z9	\$9.85
G0V1A0	G0V9Z9	\$19.05	G5R1A0	G5R9Z9	\$9.85
G0W1A0	G0W9Z9	\$16.35	G5T1A0	G5T9Z9	\$9.85
G0X1A0	G0X9Z9	\$15.65	G7B1A0	G7B9Z9	\$9.85
G0Y1A0	G0Y9Z9	\$16.35	G7G1A0	G7K9Z9	\$9.85
G4A1A0	G4A9Z9	\$10.85	G7N1A0	G7P9Z9	\$9.85
G4R1A0	G4S9Z9	\$21.10	G7S1A0	G8C9Z9	\$9.85
G4T1A0	G4T9X9	\$61.00	G8H1A0	G8N9Z9	\$6.80
G4V1A0	G4V9Z9	\$7.00	G8P1A0	G8P9Z9	\$14.10
G4W1A0	G4W9Z9	\$13.20	G9X1A0	G9X9Z9	\$14.10
G4X1A0	G4X9Z9	\$39.90	J0Y1A0	J0Z9Z9	\$28.00
G4Z1A0	G4Z9Z9	\$15.95	J9P1A0	J9Z9Z9	\$21.10

ONTARIO

Postal Code Range		Surcharge Rate	Postal Code Range		Surcharge Rate
K0H1C0	K0H1C9	\$9.85	K0L2G0	K0L2G9	\$9.85
K0H1J0	K0H1J9	\$9.85	K0L2H0	K0L2H9	\$9.85
K0H1L0	K0H1L9	\$9.85	K0L2J0	K0L2J9	\$9.85
K0H2J0	K0H2J9	\$9.85	K0L2K0	K0L2K9	\$14.10
K0H2K0	K0H2K9	\$9.85	K0L2L0	K0L2L9	\$9.85
K0H2M0	K0H2M9	\$9.85	K0L2M0	K0L2M9	\$14.10
K0H2R0	K0H2R9	\$9.85	K0L2R0	K0L2S9	\$9.85
K0J1B0	K0J1B9	\$9.85	K0L2W0	K0L2W9	\$8.10
K0J1E0	K0J1E9	\$9.85	K0L2X0	K0L2Z9	\$9.85
K0J1G0	K0J1G9	\$9.85	K0L3A0	K0L3C9	\$9.85
K0J1H0	K0J1H9	\$9.85	K0L3E0	K0L3E9	\$14.10
K0J1L0	K0J1L9	\$9.85	K0L3G0	K0L3G9	\$9.85
K0J1M0	K0J1M9	\$9.85	K0M1A0	K0M1C9	\$9.85
K0J1N0	K0J1N9	\$9.85	K0M1G0	K0M1G9	\$9.85
K0J1P0	K0J1R9	\$9.85	K0M1J0	K0M1J9	\$14.10
K0J1W0	K0J1X9	\$9.85	K0M1M0	K0M1M9	\$7.60
K0J2A0	K0J2A9	\$9.85	K0M1R0	K0M1R9	\$14.10
K0J2B0	K0J2B9	\$9.85	K0M2A0	K0M2C9	\$9.85
K0J2C0	K0J2C9	\$14.10	K0M2J0	K0M2J9	\$9.85
K0J2E0	K0J2E9	\$14.10	K0M2L0	K0M2M9	\$9.85
K0J2G0	K0J2G9	\$14.10	K0M2S0	K0M2T9	\$9.85
K0J2H0	K0J2H9	\$9.85	L0A1A0	L0A1A9	\$9.85
K0J2J0	K0J2K9	\$9.85	L0A1C0	L0A1C9	\$9.85
K0J2M0	K0J2M9	\$9.85	L0A1K0	L0A1K9	\$9.85
K0J2N0	K0J2N9	\$9.85	N0H1S0	N0H1S9	\$9.85
K0J2R0	K0J2R9	\$9.85	N0H1V0	N0H1X9	\$9.85
K0L1A0	K0L1A9	\$14.10	N0H1Z0	N0H1Z9	\$9.85
K0L1B0	K0L1B9	\$9.85	N0H2M0	N0H2M9	\$9.85
K0L1G0	K0L1J9	\$9.85	N0H2R0	N0H2R9	\$9.85
K0L1M0	K0L1M9	\$14.10	N0H2T0	N0H2T9	\$9.85
K0L1P0	K0L1P9	\$14.10	P0A1A0	P0B9Z9	\$13.20
K0L1R0	K0L1R9	\$14.10	P0C1A0	P0C9Z9	\$5.95
K0L1S0	K0L1S9	\$9.85	P0E1A0	P0J9Z9	\$13.20
K0L1W0	K0L1W9	\$14.10	P0K1A0	P0K1M9	\$68.00
K0L1X0	K0L1X9	\$9.85	P0K1N0	P0K1N9	\$38.20
K0L2A0	K0L2A9	\$9.85	P0K1P0	P0K1P9	\$69.25
K0L2B0	K0L2B9	\$7.60	P0K1R0	P0K1X9	\$38.20
K0L2C0	K0L2C9	\$14.10	P0L1A0	P0L1B9	\$96.25

ONTARIO (Continued)

Postal Code Range		Surcharge Rate	Postal Code Range		Surcharge Rate
P0L1C0	P0L1G9	\$74.25	P0N1A0	P0N9Z9	\$19.35
P0L1H0	P0L1L9	\$96.25	P0P1A0	P0P9Z9	\$16.20
P0L1M0	P0L1N9	\$44.20	P0R1A0	P0R9Z9	\$16.20
P0L1P0	P0L1P9	\$24.35	P0S1A0	P0S9Z9	\$27.35
P0L1R0	P0L1T9	\$74.25	P0T1A0	P0Y9Z9	\$76.15
P0L1V0	P0L1V9	\$24.35	P1A1A0	P2B9Z9	\$9.85
P0L1W0	P0L1Y9	\$106.40	P2N1A0	P2N9Z9	\$39.20
P0L1Z0	P0L1Z9	\$44.20	P3A1A0	P3Z9Z9	\$9.85
P0L2B0	P0L2C9	\$24.35	P4N1A0	P4R9Z9	\$39.20
P0L2E0	P0L2E9	\$74.25	P5A1A0	P5N9Z9	\$19.35
P0L2G0	P0L2G9	\$44.20	P6A1A1	P6C9Z9	\$16.35
P0L2H0	P0L2H9	\$74.25	P7A1A1	P7L9Z9	\$75.60
P0M1A0	P0M9Z9	\$16.20	P8N0A0	P9N9Z9	\$80.90