



# **Terms and Conditions of Service**

**Cardinal Couriers Ltd.**

**January 1, 2019**



## **CARDINAL COURIERS LTD. TERMS & CONDITIONS OF SERVICE**

**Effective: January 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](http://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 139. (i.e. 21 x 21 x 21 = 9,261 divided by 139 = 67 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](http://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](http://www.cardinalcouriers.com) or obtained by calling 1-800-387-3199.

## CARDINAL COURIERS-SPECIALIZED SERVICES

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| <b>SPECIAL HANDLING</b>  | <b>\$21.65 per piece</b>   |
| <b>OVERSIZE SHIPMENTS</b>  | <b>\$50.00 per piece</b>   |
| <b>TAILGATE DELIVERY</b>   | <b>\$25.00 per shipment</b>                                      |
| <b>REDELIVERY<br/>(OVERSIZE ITEMS, SKID DELIVERIES)</b>  | <b>\$25.00 per Skid Shipment<br/>\$8.00 per Courier Shipment</b> |
| <b>NON-VAULT CUSTOMERS</b>   | <b>\$8.90 per Shipment</b>                                       |
| <b>DANGEROUS GOODS</b>   | <b>\$45.00 per Shipment</b>                                      |
| <b>CASH ON DELIVERY (C.O.D.)</b>   | <b>\$21.65 per Shipment</b>                                      |
| <b>DECLARED VALUE/LIMITED LIABILITY</b>  | <b>\$6.10 per \$100 or part thereof</b>                          |
| <b>ADDRESS CORRECTION</b>  | <b>\$8.25 per Shipment</b>                                       |
| <b>MISSING / INVALID ACCOUNT NUMBER</b>  | <b>\$8.25 per Shipment</b>                                       |
| <b>REBILLING</b>   | <b>\$8.25 per Shipment</b>                                       |
| <b>MINIMUM BILLING</b><br>All invoices are subject to a minimum billing charge of \$35.00, inclusive of freight charges.   |  |
| <b>MAINTENANCE CHARGE FOR VAULTS</b><br>Cardinal Couriers will charge a maintenance charge per month per vault installed in order to maintain up-keep on vaults.               | <b>\$25.00 per Month</b>   |
| <b>MANUAL SHIPPING</b><br>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 . | <b>\$2.00 per Shipment</b>                                       |
| <b>PAPER INVOICE FEE</b><br>An additional charge will be applied for each paper invoice.   | <b>\$5.00 per Invoice</b>  |