

PUROLATOR INTERNATIONAL TERMS & CONDITIONS

Purolator International, a division of Purolator Courier Ltd. (the “**Company**”), will accept as freight forwarder all business (the “**Services**”) from the owner, consignee or shipper (the “**Customer**”) subject to the following terms and conditions which no agent or employee of the Company has the authority to alter or vary.

- 1 **Late Payment.** The Company reserves the right to charge interest on all late payments and such interest shall be paid at the rate of 1.5% per month (18% per year) as amended from time to time, which interest shall be charged commencing 14 days after the invoice date. If, in providing the Services, the Company receives money on the Customer’s account, any or all of that sum may, at the election of the Company, and without limiting or waiving any right or remedy against the Customer, hereunder be set-off against and applied to any amounts which are due and owing by the Customer to the Company pursuant to the Services provided by the Company to the Customer hereunder, including any disbursements related thereto. In any referral for collection or action against the Customer for monies due to the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including reasonable legal fees.
- 2 **Company As Agent.** The Company, when acting as agent only, assumes no liability as a carrier, and is not to be held responsible for any loss, damage or delay to the shipment to be forwarded, and undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, agents, warehousemen and others to whom it may entrust the shipment warehousemen and others to whom it may entrust the shipment to the conditions imposed by such carriers and other parties.
- 3 **Means of Forwarding.** Subject to express instructions in writing given by the Customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage, transportation and delivery of the shipment.
- 4 **Advancing Money.** The Company shall not be obliged to incur any expense, guarantee payment, or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooping of the shipment, unless the same is previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof.
- 5 **Maximum Liability.** THE AMOUNT OF ANY LOSS OR DAMAGE FOR WHICH THE COMPANY MAY BE LIABLE, WHETHER OR NOT THE LOSS OR DAMAGE RESULTS FROM NEGLIGENCE, GROSS NEGLIGENCE OR A FAILURE TO PERFORM THE CONTRACT, SHALL NOT EXCEED CDN \$4.41 PER KILOGRAM (OR CDN \$2.00 PER POUND) COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT, UP TO A MAXIMUM OF CDN \$5,000.00 PER SHIPMENT.

THE CUSTOMER AGREES AS A SPECIAL AGREEMENT WITH RESPECT TO ALL SHIPMENTS THAT, NOTWITHSTANDING ANY DISCLOSURE OF THE NATURE OR VALUE OF THE SHIPMENT, THE AMOUNT OF ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF EARNINGS OR PROFITS, RESULTING IN ANY MANNER, WHETHER OR NOT FROM NEGLIGENCE OR GROSS NEGLIGENCE, FROM

LOSS OF OR DAMAGE TO THE SHIPMENT AND/OR MISDELIVERY, FAILURE TO DELIVER OR DELAY IN DELIVERY OF THE SHIPMENT, FOR WHICH THE COMPANY MAY BE LIABLE TO THE CUSTOMER/SHIPPER, OWNER, RECEIVER AND/OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE MAXIMUM LIABILITY OF THE COMPANY SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES.
- 6 **Compensation of Company.** The compensation of the Company for the Services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the shipment and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment.
- 7 **No Responsibility for Governmental Requirements.** It is the responsibility of the Customer to know and comply with the marking requirements of law or official regulations. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or requirements of any governmental agency or with a notification issued to the Customer by any such entity.
- 8 **Inaccurate Information.** The submission of incomplete or inaccurate information related to an import entry, including descriptions, quantities, weights, purchase prices, discounts, commissions, changed selling prices at time of exportation, assists, country of origin, etc., makes the Customer liable to severe governmental penalties and/or sanctions. In the event the information forwarded to the Company, or which accompanied the shipment, does not accurately reflect the entire transaction, it is essential that the Customer immediately notify the Company so that it can take corrective action.
- 9 **CIFFA Standard Trading Conditions.** All business undertaken or performed hereunder shall be subject, furthermore, to the Standard Trading Conditions of the Canadian International Freight Forwarder’s Association Inc. (the “**CIFFA Conditions**”) which complete the present provisions and are hereby incorporated by reference. When there is an inconsistency or conflict between the provisions herein and the CIFFA Conditions, the provisions herein shall prevail to the extent of any inconsistency or conflict. The CIFFA Conditions are available online at http://www.ciffa.com/about_stc.asp.
- 10 **Vary Without Notice.** The Company shall have the right to vary without notice the present Terms and Conditions and such variances will prevail over the former clauses. The Customer shall be responsible for ascertaining whether terms and conditions have been modified by making inquiry at the head office of the Company.