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# Purolator Terms and Conditions of Service

Effective December 31, 2022



# Contents

Application of Terms and Conditions	3
Definitions	3
Purolator Delivery Services	5
Service Guarantees	10
Purolator Specialized Services	11
Administrative Charges	20
Shipping Charges	21
Rate Application	25
Tendering Shipments to Purolator	26
Shipment Acceptance Policy	35
Delivery of Shipments	37
Billing, Payment and Late Payment Information	38
Liability of Purolator	40
Claims	41
Contact Us	43

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## Application of Terms and Conditions

These Purolator Terms and Conditions of Service as amended from time to time (“Terms and Conditions”) govern all services provided or arranged by Purolator (as defined below), including courier, truckload (“TL”), less-than-truckload (“LTL”) and Purolator Logistics™ services.

Where a Customer has entered into a Services Pricing Agreement with Purolator, the terms and conditions set out in such Services Pricing Agreement will govern in the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set out in such Services Pricing Agreement.

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## Definitions

Unless otherwise defined in these Terms and Conditions, capitalized terms have the following meanings:

**“Account Customer”** means a person, entity, partnership or organization that is party to a Services Pricing Agreement or has otherwise set up an account with Purolator for billing purposes, including an account set up using an Automated Shipping System.

**“Additional Charges”** means those specialized service charges, administrative charges and shipping charges that may be applied to a Shipment, in addition to a Service Rate, as more fully described in “Purolator Specialized Services”, “Administrative Charges” and “Shipping Charges”, respectively.

**“Adult Signature Required” or “ASR”** means Purolator’s Adult Signature Required service described in “Purolator Specialized Services – Adult Signature Required (ASR)”.

**“Automated Shipping System”** means any automated shipping system used by Purolator or its Customers to access and use Purolator’s services, including Purolator

E-Ship® Online, Purolator E-Ship® Server, Purolator E-Ship® Web Services, and any Customer’s own or third-party provider’s automated shipping system approved by Purolator pursuant to the applicable Purolator certification program.

**“Bill of Lading”** means any shipping document, label, waybill, manifest or similar instrument used by Purolator to accept Shipments for carriage, and includes a Purolator Bill of Lading.

**“COS”** means Purolator’s Chain of Signature service described in “Purolator Specialized Services – Chain of Signature”.

**“Controlled Substance”** means a drug or substance which has been declared illegal for sale or use by federal, provincial or municipal law which may be permitted to be dispensed or consumed by government law, statute or regulation.

**“Convention”** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland, October 12, 1929 or the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, Canada, May 28, 1999, or those conventions as amended or supplemented as may be applicable. When applicable, the Convention governs and, in most cases, limits Purolator’s liability in respect of loss of, damage to or delay in the carriage of Shipments.

**“Courier Shipment”** means a Shipment that consists of one or more Pieces that travel through Purolator’s courier distribution network.

**“Customer”** means a person, entity, partnership or organization using Purolator’s services, whether as Shipper or Receiver, and includes any Account Customer.

**“Customs Clearance Charges”** means any and all brokerage fees, surcharges, customs and duties related to a Shipment tendered by a Customer to Purolator.

**“End of Day”** means 9:00 p.m. (Receiver’s local time).

**“Freight Shipment”** means a Shipment that consists of one or more Pieces that travel through Purolator’s freight distribution network.

**“FSA”** means a Canadian forward sortation area, which is denoted by the first three characters of a postal code, and identifies a specific area within a major geographic region or province.

**“ICAO Technical Instructions”** means the Technical Instructions for the Safe Transport of Dangerous Goods by Air published by the International Civil Aviation Organization.

**“O-SNR”** means “Origin Signature Not Required”, a service that may be elected by a Shipper where signed proof of delivery is not required.

**“Limited Quantity Dangerous Goods”** means those shipments that have been prepared and are in compliance with Section 1.17 of the Transportation of Dangerous Goods Regulations.

**“Package”** means any item or parcel that is packaged by the customer for delivery not using a Purolator Express Box, Purolator Express Pack or a Purolator Express Envelope, and meets Purolator’s accepted packaging standards (see “Purolator [Packaging Guide](#)”).

**“Piece”** means a single envelope, parcel, container, crate, pallet or unpackaged article accepted by Purolator for delivery.

**“Proof of Age”** means 18 years of age for Receivers in the province of Alberta, 21 years of age for Receivers in the province of Quebec and 19 years of age for Receivers in all other Canadian provinces and territories.

**“Purolator”** means, unless otherwise specified, Purolator Inc. and its respective agents and subcontractors.

**“Purolator Bill of Lading”** means a Bill of Lading generated by an Automated Shipping System, Purolator-branded manual Bill of Lading or a Purolator-branded manifest Bill of Lading.

**“Receiver”** means the party to whom a Shipment is destined for delivery.

**“Residence”** shall be a traditional residence or commercial business operating out of a residence.

**“Residential Area”** means an area that is primarily residential, or is of a low business (commercial) density as determined by Purolator from time to time.

**“Service Identifier”** means the Purolator authorized service identifier appearing in the form of a Purolator icon on an electronic Bill of Lading or a Purolator sticker affixed to each Piece in the Shipment, and which identifies the applicable Purolator service requested by the Customer.

**“Services Pricing Agreement”** means a services pricing agreement or other agreement between Purolator and a Customer governing the services provided or arranged by Purolator for such Customer, including courier, TL, LTL and logistics services.

**“Service Rate”** means, in respect of a Shipment, the rate charged by Purolator to a Customer based on the service selected, but excludes any Additional Charges, Taxes and Customs Clearance Charges in respect of such Shipment.

**“Shipment”** means one or more Pieces sent on the same date and at the same time, with the same Purolator service and other identical shipment characteristics, from one Shipper to one Receiver at one address under a Bill of Lading, and the charges of which will be billed to one Customer.

**“Shipper”** means the party tendering a Shipment to Purolator for carriage.

**“Single Shipment”** means a Freight Shipment tendered by a Customer at a single stop which has a billed weight of less than 640 lbs (approx. 290 kg), whether or not the Freight Shipment contains more than one Piece.

**“SNR”** means “Signature Not Required”, a service that may be elected by a Receiver where signed proof of delivery is not required.

**“Taxes”** means any and all taxes ordinarily payable by Customers in respect of services provided by Purolator, including those characterized as goods and services tax, sales tax, value-added tax or business transfer tax.

**“Urban Area”** means an area that is primarily urban, as determined by Purolator from time to time.

# Purolator Delivery Services

## Services within Canada

For any of Purolator's service offerings, including choice of select points and times for delivery, Purolator reserves the right to make changes from time to time, at its sole discretion, in order to be responsive to market requirements.

Below are the Purolator services available for Shipments travelling within Canada.

### Courier Services

#### Purolator Returns™ Services

Purolator Returns™ services are available to Account Customers for Courier Shipments tendered to Purolator at select access points for travel within Canada. Purolator Returns™ Courier Shipments must be declared and prepared using an Automated Shipping System. The corresponding return Bill of Lading may be included with an outbound Shipment ("Outbound Return Service") or independently created and not associated with an outbound Shipment ("Return Management Service").

The Customer is responsible to ensure that a Purolator Returns™ Courier Shipment complies with each of the following criteria:

- 49 lbs or less
- Not require any Special Handling, unless agreed to in a Services Pricing Agreement between Purolator and the Account Customer
- Complies with Purolator's Shipment Acceptance Policy, including packaged in appropriate external packaging (as determined by Purolator)
- Not contain Dangerous Goods (Hazardous Materials), Limited Quantity Dangerous Goods, Prohibited Articles and/or liquids, unless agreed to in a Services Pricing Agreement between Purolator and the Account Customer
- Not travel as Adult Signature Required, Chain of

Signature or ExpressCheque shipments

- Contains a valid returns shipping label, prepared using an Automated Shipping System, containing all information required by Purolator to service

Shipments not meeting any criteria listed above or deemed a risk to the distribution network, as determined by Purolator, may be refused for service. Where a Shipment non-compliant with any of the above criteria or deemed a risk enters Purolator's distribution network, the Shipment may be stopped by Purolator at any point. Purolator may contact the Customer to attend and collect the Shipment, quote additional conditions or charges to continue to service the Shipment or elect to remedy the issue, each at an additional charge for which Customer is responsible. Any Shipment non-compliant with any of the above criteria or deemed a risk to Purolator's distribution network is excluded from eligibility for a claim in relation to service guarantees, loss, damage, or delay.

Each Purolator Returns™ Courier Shipment is serviced and travels on an as-is and as-received basis. Purolator makes no assessment of any kind to the Shipment including any content(s) within. Purolator makes no implied or express warranty as to the merchantability or fitness of the content(s) related to a Purolator Returns™ Courier Shipment. Purolator is not liable or responsible for the content(s) of the Shipment, the condition or merchantability of the content(s), any type of assessment of or to the content(s) including eligibility for return, validation of any return merchandise authorization (or other similar information), any accuracy of the content(s), and Purolator provides no warranty on the safety of the content(s) within a Shipment.

Notwithstanding any other terms set out in these Terms and Conditions, Purolator Returns™ Courier Shipments are not eligible for any claim, (i) alleging damage of any kind to the Shipment or its content(s), (ii) alleging missing or incorrect content(s), (iii) alleging wrong delivery, (iv) deemed by Purolator to be fraudulent or related to fraudulent activity, and/or (v) for a declared value (including when the surcharge is paid), and any such claim relating to a Purolator Returns™ Courier Shipment will be denied. Purolator will not assume any responsibility or liability in relation to the above-mentioned scenarios, and all such

Purolator Returns™ Courier Shipments will be deemed to travel on a no-value basis. For a claim alleging loss of any Purolator Returns™ Courier Shipment and its content(s), where the claim is not related to any scenario(s) identified above (as determined by Purolator), Purolator's maximum liability will be governed by the Claims section of these Terms and Conditions (see "Valuation of Claim for Loss or Damage"), provided that Purolator's records must indicate an induction scan for the corresponding Shipment(s) and a declared value will not increase Purolator's liability. This represents a Customer's sole remedy for any loss to a Purolator Returns™ Courier Shipment and its article(s). For clarity, a declared value to any Purolator Returns™ Courier Shipment will not trigger or increase Purolator's liability, including in relation to a valid loss claim. Any claim for loss of a Purolator Returns™ Courier Shipment will be processed in accordance with the Claims section of these Terms and Conditions, provided a claim may only be submitted by the Account Customer, all claims shall be filed within 60 calendar days from Purolator's record of the induction scan, and any claim submitted beyond this 60 calendar day period is excluded from eligibility and will be denied.

Account Customer agrees to indemnify, defend and hold harmless Purolator against all claims, actions, demands, costs, losses and/or damage arising in relation to any Purolator Returns™ Courier Shipment that is non-compliant with the terms governing Purolator Returns™ services, including all packaging and/or labelling conditions and the Purolator terms and conditions generally.

### **Purolator Express® Services**

All Purolator Express services are money-back guaranteed\* courier services. Courier Shipments tendered to Purolator in Purolator Express® Envelopes, Purolator Express® Packs, Purolator Express® Boxes or the Customer's own packaging must comply with Purolator's shipment acceptance policy (see "Shipment Acceptance Policy"). Purolator Express Courier Shipments will be delivered in accordance with the Terms and Conditions applicable to Purolator Express Courier Shipments.

Purolator Express Box and Purolator Express Evening Shipments must be prepared using an Automated Shipping System.

The following Purolator Express Courier Shipments are charged a flat Service Rate based on the service selected, the packaging, and the Shipment's origin and destination:

- Purolator Express Envelope Shipments weighing up to 1 lb (approx. 0.5 kg).
- Purolator Express Pack Shipments weighing up to 3 lbs (approx. 1.4 kg).
- Purolator Express Box Shipments weighing up to 7 lbs (approx. 3.2 kg).

Purolator Express Courier Shipments that exceed the above noted weights are charged a Service Rate based on the service selected, the packaging, the Shipment's origin and destination, and the Shipment's weight as described below in "Tendering Shipments to Purolator – Reweighing, Cubing and Low-Density Shipments". Courier Shipments tendered in Purolator Express packaging will travel as single-Piece shipments. For greater clarity, a Purolator Express Envelope Shipment that weighs over 1 lb would be considered a Purolator Express Shipment and charged using the corresponding Service Rate.

### **Purolator Express® 9AM**

Delivery guaranteed\* from select points in Canada to select points in Canada by 9:00 a.m. the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by 9:00 a.m. on the business day specified by Purolator.

### **Purolator Express® 10:30AM**

Delivery guaranteed\* from select points in Canada to select points in Canada by 10:30 a.m. the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by 10:30 a.m. on the business day specified by Purolator.

### **Purolator Express® 12PM**

Delivery guaranteed\* from select points in Canada to select points in Canada by 12:00 p.m. (noon) the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by 12:00 p.m. on the business day specified by Purolator.

\* For details, see the "Service Guarantees" section in these Terms and Conditions.

### **Purolator Express®**

Delivery guaranteed\* from most points in Canada to most points in Canada by End of Day the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by End of Day on the business day specified by Purolator.

### **Purolator Express® Evening**

Delivery guaranteed\* from most points in Canada to select points in Canada between 5:30 p.m. and 9:00 p.m. the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* between 5:30 p.m. and 9:00 p.m. on the business day specified by Purolator.

### **Purolator Ground® Services**

Purolator Ground services (other than Purolator Ground 9AM, Purolator Ground 10:30AM and Purolator Ground Evening) are not money-back guaranteed\* courier services.

Purolator Ground Courier Shipments must comply with Purolator's shipment acceptance policy (see "Shipment Acceptance Policy").

Purolator Ground Courier Shipments tendered to Purolator in Purolator Express Envelopes, Purolator Express Packs or Purolator Express Boxes will be handled and delivered in accordance with the Terms and Conditions applicable to Purolator Express Courier Shipments.

Purolator Ground 9AM, Purolator Ground 10:30AM and Purolator Ground Evening Shipments are only available by tender to Purolator using a Bill of Lading generated by an Automated Shipping System.

### **Purolator Ground® 9AM**

Delivery guaranteed\* from select points in Canada to select non-regional points in Canada by 9:00 a.m. within two or more business days. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed\* by 9:00 a.m. on the business day specified by Purolator.

### **Purolator Ground® 10:30AM**

Delivery guaranteed\* from select points in Canada to select non-regional points in Canada by 10:30 a.m. within two or more business days. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed\* by 10:30 a.m. on the business day specified by Purolator.

### **Purolator Ground®**

Delivery from most points in Canada to most points in Canada by End of Day within one or more business days based on the origin and destination selected. In no event is a Shipment tendered using Purolator Ground service eligible for a delivery guarantee.

### **Purolator Ground® Evening**

Delivery guaranteed\* from most points in Canada to select points in Canada between 5:30 p.m. and 9:00 p.m. within two to six business days. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed\* between 5:30 p.m. and 9:00 p.m. on the business day specified by Purolator.

### **Purolator Same Day® Services**

Purolator Same Day Shipments are not money-back guaranteed\* courier services. Purolator Same Day service is provided by a Purolator authorized agent. Purolator Same Day Shipments cannot be tendered to a Customer's regular Purolator driver. Dangerous Goods (see "Purolator Specialized Services – Dangerous Goods [Hazardous Materials]") will not be accepted, and COS service is not available for Purolator Same Day Shipments.

### **Purolator Same Day® In-City**

Door-to-door direct delivery available within select Canadian cities. Depending on the origin and destination, a Shipment is picked up and delivered in the same city within the following time periods, as requested:

- Purolator Same Day® 90 Minute: Pickup and delivery in an hour and a half.
- Purolator Same Day® 2 Hour: Pickup and delivery in 2 hours.
- Purolator Same Day® 4 Hour: Pickup and delivery in 4 hours.

\* For details, see the "Service Guarantees" section in these Terms and Conditions.

### **Purolator Same Day® Next Flight Out**

Delivery from select points in Canada to select points in Canada. The Shipment is picked up, taken to the nearest major airport and placed on the next available flight for direct delivery to its destination.

### **Purolator Same Day® Direct**

Delivery from most points in Canada to most points in Canada upon request. The Shipment is picked up and driven directly to its destination.

### **Purolator Same Day® Scheduled**

Pre-scheduled delivery from most points in Canada directly to most points in Canada upon request. The Shipment is delivered on a regular timetable (e.g., daily, weekly or monthly).

## **Freight Services**

### **Purolator Freight® Services**

Purolator Freight services are not money-back guaranteed\* services. Freight Shipments tendered to Purolator must comply with Purolator's shipment acceptance policy (see "Shipment Acceptance Policy"). Freight Shipments will be delivered in accordance with the Terms and Conditions applicable to Purolator Freight Shipments.

### **Purolator Expedited™ TL/LTL**

Delivery from most points in Canada to most points in Canada by End of Day on the scheduled delivery day specified by Purolator, for urgent, time-sensitive shipments. Please contact Purolator for details.

### **Purolator Standard™ TL/LTL**

Delivery from select points in Canada to select points in Canada by End of Day, on the estimated scheduled delivery day specified by Purolator. Please contact Purolator for details.

## **Services from Canada**

Below are the Purolator courier services available for Shipments travelling from Canada. These services are only available to customers located in Canada. Other services may be available from Canada to the U.S. and the rest of the world upon request. Please contact Purolator

for details.

## **From Canada to the U.S.**

### **Purolator Express® U.S. 9AM**

Delivery guaranteed\* from most points in Canada to select points in the U.S. by 9:00 a.m. the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by 9:00 a.m. on the business day specified by Purolator.

### **Purolator Express® U.S. 10:30AM**

Delivery guaranteed\* from most points in Canada to select points in the U.S. by 10:30 a.m. the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by 10:30 a.m. on the business day specified by Purolator.

### **Purolator Express® U.S. 12PM**

Delivery guaranteed\* from most points in Canada to select points in the U.S. by 12:00 p.m. (noon) the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by 12:00 p.m. on the business day specified by Purolator.

### **Purolator Express® U.S.**

Delivery guaranteed\* from most points in Canada to most points in the U.S. by End of Day the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by End of Day on the business day specified by Purolator.

### **Purolator Ground® U.S.**

Delivery from most points in Canada to most points in the U.S. by End of Day within two or more business days.

## **From Canada to Rest of World**

### **Purolator Express® International 9AM**

Delivery guaranteed\* from most points in Canada to select international points by 9:00 a.m. on the second business day. However, where it is not possible to effect delivery by the second business day, delivery will be guaranteed\* by 9:00 a.m. on the business day specified by Purolator.

\* For details, see the "Service Guarantees" section in these Terms and Conditions.



### **Purolator Express® International 10:30AM**

Delivery guaranteed\* from most points in Canada to select international points by 10:30 a.m. on the second business day following the day Shipment is tendered to Purolator. However, where it is not possible to effect delivery by the second business day following the day Shipment is tendered to Purolator, delivery will be guaranteed\* by 10:30 a.m. on the business day specified by Purolator.

### **Purolator Express® International 12PM**

Delivery guaranteed\* from most points in Canada to select international points by 12:00 p.m. (noon) the second business day. However, where it is not possible to effect delivery by the second business day, delivery will be guaranteed\* by 12:00 p.m. on the business day specified by Purolator.

### **Purolator Express® International**

Delivery guaranteed\* from most points in Canada to most international points by End of Day on the second business day. However, where it is not possible to effect delivery by the second business day, delivery will be guaranteed\* by End of Day on the business day specified by Purolator.

## **Services to Canada**

Below are the Purolator courier services available for Shipments travelling to Canada. Other services may be available to Canada from the U.S. and the rest of the world upon request. Please contact Purolator for details.

### **To Canada from the U.S.**

#### **Purolator Express® U.S. 9AM**

Delivery guaranteed\* from select points in the U.S. to select points in Canada by 9:00 a.m. the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by 9:00 a.m. on the business day specified by Purolator.

#### **Purolator Express® U.S. 10:30AM**

Delivery guaranteed\* from select points in the U.S. to select points in Canada by 10:30 a.m. the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by 10:30 a.m. on the business day specified by Purolator.

### **Purolator Express® U.S.**

Delivery guaranteed\* from most points in the U.S. to most points in Canada by End of Day the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by End of Day on the business day specified by Purolator.

### **Purolator Ground® U.S.**

Delivery from most points in the U.S. to most points in Canada by End of Day within two or more business days.

## **To Canada from Rest of World**

### **Purolator Express® International 9AM**

Delivery guaranteed\* from select international points to select points in Canada by 9:00 a.m. on the second business day. However, where it is not possible to effect delivery by the second business day, delivery will be guaranteed\* by 9:00 a.m. on the business day specified by Purolator.

### **Purolator Express® International 10:30AM**

Delivery guaranteed\* from select international points to select points in Canada by 10:30 a.m. on the second business day. However, where it is not possible to effect delivery by the second business day, delivery will be guaranteed\* by 10:30 a.m. on the business day specified by Purolator.

### **Purolator Express® International**

Delivery guaranteed\* from most international points to most points in Canada by End of Day on the second business day. However, where it is not possible to effect delivery by the second business day, delivery will be guaranteed\* by End of Day on the business day specified by Purolator.

\* For details, see the "Service Guarantees" section in these Terms and Conditions.

## Service Guarantees

### Courier Shipments

If Purolator delivers a guaranteed Courier Shipment after the applicable guaranteed delivery time on the applicable guaranteed delivery day, Purolator will, upon request by the Customer, refund or credit (at Purolator's option) the Service Rate and Taxes (excluding any Additional Charges and Customs Clearance Charges) paid by the Customer to Purolator in respect of the Shipment (see "Refunds for Purolator Service Guarantees"). If Purolator cannot deliver a guaranteed Courier Shipment on the applicable guaranteed delivery day, delivery will take place by End of Day on the business day specified by Purolator.

The following limitations apply to guaranteed Courier Shipments:

- (i) The Shipment destination must be an eligible guaranteed delivery point from the point of origin for the applicable guaranteed service. If a Shipper selects an ineligible guaranteed delivery point from the point of origin for the applicable guaranteed service, the guarantee for such Shipment will be deemed to be:
  - (a) in the case of Purolator Express Shipments travelling within Canada, End of Day; and
  - (b) in the case of Shipments travelling to Canada from the U.S. or the rest of the world (and vice versa), the next best service guarantee available from such origin point to such delivery point (e.g., if Purolator Express U.S. 9AM is selected but not an eligible guaranteed delivery point, and Purolator Express U.S. 10:30AM and Purolator Express U.S. (i.e., End of Day) are eligible guaranteed delivery points, the guarantee will be deemed to be a Purolator Express U.S. 10:30AM guarantee). In the case of Purolator Ground Shipments travelling within Canada, if a Shipper selects an ineligible guaranteed delivery point from the point of origin for a particular Purolator Ground service, delivery will be deemed to be End of Day and the Shipment will travel as Purolator Ground (i.e., End of Day), to which no guarantee applies. Please contact Purolator for details.
- (ii) The delay must not be caused by some event beyond

Purolator's control, including but not limited to, those items described in "Liability of Purolator – Events Beyond Purolator's Control."

- (iii) The Shipment must not be left in a Purolator "Drop Box" after the posted pickup time; must not require pickup after local cut-off times; and must not be tendered to Purolator after local cut-off times.
- (iv) Each Piece in the Shipment must weigh no more than 70 lbs (approx. 32 kg) for the service guarantee to apply.
- (v) There must be a record of scanning activity for the Shipment, indicating it has actually been inducted into the Purolator network.
- (vi) The Shipment must be tendered to Purolator with a Bill of Lading generated using an Automated Shipping System. The Bill of Lading must be acceptable and contain the correct and sufficient information for delivery (see "Tendering Shipments to Purolator"). No Shipment tendered to Purolator with a manual Bill of Lading shall be entitled to any guarantee.

In addition to the limitations noted above, the following conditions apply:

- (i) The service guarantee may be suspended, modified or revoked at Purolator's sole discretion.
- (ii) The service guarantee will not apply to the following Shipments:
  - a) Dangerous Goods Shipments (see "Purolator Specialized Services – Dangerous Goods [Hazardous Materials]");
  - b) COS Shipments (see "Purolator Specialized Services – Chain of Signature");
  - c) Heavyweight Shipments (see "Tendering Shipments to Purolator – Heavyweight");
  - d) Residential Heavyweight Service (see "Tendering Shipments to Purolator – Residential Heavyweight Service");
  - e) Shipments originating from or destined to points deemed by Purolator to be remote, where such points are not serviced directly by Purolator;
  - f) Undeliverable or returned Shipments;

- g) Shipments exceeding Purolator's size limitations (see "Shipment Acceptance Policy – Size Limitations");
  - h) Shipments that require special handling; and
  - i) ASR Shipments where delivery was not completed due to failure of the Receiver to provide Proof of Age.
- (iii) In the event that at least one (but not all) of the Pieces in a guaranteed Courier Shipment are not delivered in accordance with the applicable service guarantee, Purolator will, at its option, refund or credit a Customer, upon request, an amount equal to the difference between (a) the Service Rate of the original Shipment and (b) the Service Rate that would have applied if the original Shipment was made up of only the Piece(s) that was/were delivered in accordance with the applicable service guarantee.
- (iv) For details about the applicable geographic and other service limitations as may be determined by Purolator from time to time, please contact Purolator.

#### **Refunds for Purolator Service Guarantees**

Purolator reserves the right, at its sole discretion, to refuse a request for a refund or credit of shipping charges for any Shipment, when such request is either (a) made by or (b) based on information obtained by a party other than the payer of the shipping charges.

To obtain a refund or credit where applicable in accordance with Purolator's service guarantee(s), Purolator must receive a request for refund or credit in respect of a Shipment to which a delivery service guarantee applies (i) within fifteen (15) calendar days from the original date of the invoice for Account Customers, or (ii) within fifteen (15) calendar days from the date of acceptance of the Shipment for Non-Account Customers. To request a refund or credit, Customers must call the telephone number on their invoice or receipt and be prepared to provide their Bill of Lading number.



## **Purolator Specialized Services**

Unless otherwise indicated, the following Purolator Specialized Services may be added to any Shipment for an additional charge. Other specialized services may be available upon request. For Courier Shipments, please refer to Purolator's published list rates available at purolator.com for details. For Freight Shipments and Purolator Same Day Shipments, please contact Purolator for details.

#### **Dangerous Goods (Hazardous Materials)**

Pursuant to the Purolator Rate Guide, both Dangerous Goods (Hazardous Materials) and Special Handling surcharges (see "Purolator Specialized Services – Special Handling") may be applied to a Shipment.

Pursuant to the Purolator Rate Guide, if there are multiple Dangerous Goods (Hazardous Materials) surcharges which would apply to a particular Shipment, it is only the Dangerous Goods surcharge that has the highest value, amongst all the applicable Dangerous Goods surcharges, that would be applied to the Shipment.

Purolator may accept certain Dangerous Goods (Hazardous Materials) for carriage provided that such Dangerous Goods Shipment is tendered by Shipper in accordance with these Terms and Conditions, and all applicable laws including, without limitation, the Transportation of Dangerous Goods Act (Canada) and the regulations promulgated thereunder, and the ICAO Technical Instructions, in addition to any applicable International Air Transport Association (IATA) guidelines or requirements. Purolator reserves the right to refuse Dangerous Goods for carriage where they cannot be accepted in accordance with applicable laws. Purolator shall not accept Shipments of fully regulated Dangerous Goods, as described in regulations promulgated under the Transportation of Dangerous Goods Act (Canada) regulations, from non-Account Customers. This service is not available with Purolator Standard™ TL/LTL. The additional charge that is applied to each Shipment containing Dangerous Goods is non-refundable. When appropriate pursuant to the Purolator Rate Guide, both Dangerous Goods (Hazardous Materials) and Special Handling surcharges (see "Purolator Specialized Services – Special Handling") may be applied to a Shipment. Dangerous

Goods cannot be accepted for carriage to points that are deemed by Purolator to be remote, where such points are not serviced directly by Purolator (see “Shipping Charges – Beyond Point”). For information on shipping limited quantities/consumer commodities, please contact Purolator.

### Tendering Dangerous Goods Shipments

Prior to tendering any Dangerous Goods to Purolator for carriage, it is a Shipper’s sole responsibility to comply with each of the following conditions:

- (i) Know the appropriate classification of the Dangerous Goods;
- (ii) Declare/identify the appropriate Dangerous Goods option on the Bill of Lading, and provide all statements required by applicable laws in the “description” field of the Bill of Lading;
- (iii) Ensure proper packaging for the selected mode of carriage (i.e., air or ground) in accordance with applicable laws;
- (iv) Properly mark and label each Dangerous Goods Piece in accordance with applicable laws and these Terms and Conditions;
- (v) Provide the appropriate documentation for the selected mode of carriage and retain such documentation in accordance with applicable laws;
- (vi) Supply the appropriate placards (for external identification of Dangerous Goods on Purolator vehicles) as required by applicable laws;
- (vii) Be trained, including holding a training certificate where applicable, to perform any activities relating to Dangerous Goods in accordance with applicable laws, including packaging and preparation for carriage. Shippers are required to comply with the most recent version of the TDGR and the most recent ICAO Technical Instructions.

Where a Shipper has failed to comply with any of the foregoing conditions, in relation to tendering a Dangerous Goods Shipment, Purolator reserves the right to (i) refuse

any such Shipment for carriage, (ii) cancel and terminate any such Shipment under carriage and charge the Customer for servicing the Shipment and/or (iii) charge and invoice the Customer fees in addition to the applicable surcharge(s) to transport any such Shipment. In the event that Purolator unknowingly transports a Dangerous Goods Shipment tendered without Customer’s compliance with the above conditions, Purolator assumes no liability whatsoever in respect of any loss and/or damage, delay, misdelivery or failure to deliver such Shipment, caused, directly or indirectly from such shipment delay, misdelivery or failure to deliver such Shipment, and Shipper shall release and indemnify Purolator from and against any claims or liabilities related to the carriage, transport or delivery of any such Dangerous Goods Shipment.

### Dangerous Goods Shipments within Canada

The following tables set out the Dangerous Goods that can be accepted by Purolator for carriage as a Courier Shipment or Freight Shipment within Canada (including those that are restricted and require prior approval from Purolator) and those that cannot be accepted.

Acceptable	
Class	Description
1.4G	Explosives: UN0191, UN0197, UN0312, UN0336, UN0403, UN0431, UN0453, and UN0493 ONLY
1.4S	Safety Explosives
2.1	Flammable Gases
2.2	Non-flammable / Non-toxic Gases
3	Flammable Liquids
4	Flammable Solids, Spontaneously Combustible Materials and Water Reactive Substances
5.1	Oxidizers
6.1	Toxic Substances
6.2	Infectious Substances
7	Radioactive Materials
8	Corrosives
9	Miscellaneous Dangerous Goods

<b>Not acceptable</b>	
<b>Class</b>	<b>Description</b>
1	Explosives (except Class 1.4G or 1.4S) as listed above
2.3	Toxic Gases

  

<b>Restricted</b>	
<b>Exemption</b>	<b>Description</b>
1	Explosives – other than those UN numbers in the Acceptable table above
5.2	Organic Peroxides

The only TDGR exemption that Purolator permits for Freight Shipments is for Limited Quantity Dangerous Goods.

Dangerous Goods may be tendered to a Purolator Shipping Centre or driver. Dangerous Goods may not be tendered at a Purolator Drop Box. Limited Quantity Dangerous Goods may be tendered to a Purolator Authorized Shipping Agent or Quick Stop Agent for Ground shipments only. Tendering a Shipment containing Dangerous Goods to Purolator does not mean it has been “accepted for carriage” by Purolator. A Shipment containing Dangerous Goods is only accepted once a Purolator Dangerous Goods Specialist has verified the Shipment at a Purolator facility.

Dangerous Goods will travel in accordance with the terms and conditions applicable to the selected service and, if applicable, selected mode of carriage, once accepted by Purolator. Where a Dangerous Goods Shipment is tendered to Purolator on a Saturday, delivery will be on Tuesday by End of Day at the earliest and no Saturday Service guarantee will apply.

### **Dangerous Goods Shipments from Canada to (or to Canada from) the U.S.**

A Dangerous Goods Shipment will only be accepted once it has been verified by a Purolator Dangerous Goods Specialist (or authorized Purolator Dangerous Goods Specialist agent of Purolator). Certain classes of Dangerous Goods that are acceptable for carriage within Canada (with or without prior approval from Purolator) may not be acceptable or may require prior approval from Purolator for carriage to or from the U.S. Please contact Purolator for details. Dangerous Goods will travel in accordance with

the terms and conditions applicable to the selected service and, if applicable, selected mode of carriage, once accepted by Purolator.

All Dangerous Goods accepted for carriage to U.S. destinations must be prepared and tendered for carriage by air according to the current Transportation of Dangerous Goods Act (Canada) and the regulations promulgated thereunder, ICAO Technical Instructions, IATA guidelines and these Purolator Terms and Conditions of Service, as applicable, and any other requirements set out by Purolator. All required safety marks, hazard labels and handling labels must be displayed and the shipments must be accompanied by two original copies of the IATA Shippers Declaration for Dangerous Goods when required.

### **Dangerous Goods Shipments from Canada to (or to Canada from) Rest of World**

Purolator will not accept Dangerous Goods for carriage from Canada to, or to Canada from, international (non-U.S.) points, with the exception of Lithium Metal Batteries contained in or packed with Equipment (UN3091) or Lithium Ion Batteries contained in or packed with Equipment (UN3481) prepared under Section II of the applicable IATA packaging instructions. Shipments containing UN 3090 Lithium Metal Batteries or UN 3480 Lithium Ion Batteries prepared according to Section II of the IATA packaging instructions are not accepted by Purolator for carriage.

### **Courier Shipments**

Unless otherwise indicated, the following Purolator Specialized Services may be added to any Courier Shipment (other than Purolator Same Day Shipments) for an additional charge.

### **Chain of Signature (COS)**

Purolator’s COS service may be used to effect the transportation of certain controlled drugs and firearms within Canada. As COS Shipments travel through Purolator’s distribution and sorting system, authorized Purolator employees sign the COS Bill of Lading at each point through the system. Only pre-authorized Customers may send COS Shipments. In addition, Shippers must identify COS Shipments to Purolator before they are tendered to Purolator. A COS Bill of Lading displaying a full description of the contents of the Shipment and a COS Service Identifier must be applied to the Shipment by the Shipper. The COS service is not

available with Saturday Service or to delivery points that are deemed by Purolator to be remote, where such points are not serviced directly by Purolator.

### **ExpressCheque®**

ExpressCheque is a collect-on-delivery service whereby Purolator will collect payment from the Receiver, on behalf of the Shipper, at the time a Shipment is delivered. Express-Cheque is available from most points in Canada for delivery to most points in Canada. When a Shipper elects the Express-Cheque service, Purolator will only release the Shipment to the Receiver if Purolator is able to collect payment. The following conditions apply to the ExpressCheque service:

- (i) Purolator will not accept payment in cash. Only cheques (including post-dated cheques and certified cheques), bank drafts or money orders will be accepted. Purolator assumes no responsibility for ensuring that the Receiver complies with the form of payment requested by the Shipper and assumes no liability in respect thereof.
- (ii) The Shipper is required to advise the Receiver of the amount of any cheque (including post-dated cheque and certified cheque), bank draft or money order required prior to delivery by Purolator, and such cheque, bank draft or money order must be made payable to the Shipper.
- (iii) All cheques (including post-dated cheques and certified cheques), bank drafts and money orders tendered as payment for an ExpressCheque Shipment will be accepted by Purolator at the Shipper's risk including, but not limited to, the risk of such cheque, bank draft or money order: (a) not being honoured; (b) being a fraud or forgery; or (c) being declared invalid.
- (iv) Purolator's liability in the event of loss of, damage to or delay in the delivery of an ExpressCheque Shipment, regardless of the manner in which such loss, damage or delay occurs, is limited to a refund of the Service Rate and the ExpressCheque surcharge.
- (v) If the Receiver is unable or unwilling to provide payment for the Shipment, or if the Receiver refuses

to accept delivery of the Shipment for any reason, Purolator will not complete delivery of the Shipment. The driver will return the Shipment to the nearest Purolator facility, and Purolator will contact the Shipper for further instructions. If the Shipment is returned to the Shipper, such return will be at the Shipper's expense.

- (vi) Purolator does not become the Shipper's agent for any purpose by virtue of performing the ExpressCheque service.

### **Hold For Pickup**

For Courier Shipments destined for delivery in Canada, a Shipper may request that the Shipment be held at an authorized Purolator location for in-person pickup (in lieu of having the Shipment delivered to the delivery address indicated on the Bill of Lading) by ensuring that a "Hold For Pickup" Service Identifier is on the Shipment. Purolator will contact the Receiver when the Shipment is available for pickup. For select points in Canada, Purolator may elect to deliver the Shipment to an authorized Purolator location for in-person pickup and will notify the Receiver that the Shipment is being held for pickup. Where a Receiver is not available to accept a delivery attempt by Purolator, or in the case of an ASR Shipment where the Receiver is not able to provide Proof of Age during a delivery attempt by Purolator, the Shipment will be held at an authorized Purolator location for in-person pickup. Shipments held for pickup will be held at the authorized Purolator location up to five business days. If the Receiver fails to pick up the Shipment during this time, Purolator may return the Shipment to the Shipper at the Shipper's expense.

The following conditions apply when picking up a "Hold For Pickup" Shipment:

- (i) If the Receiver is an individual, the Receiver or an individual residing at the same address as the Receiver must present a valid piece of government-issued photo identification with proof of address.
- (ii) If the Receiver is a company, an individual authorized by the Receiver must present a valid piece of

government-issued photo identification and a signed letter of authorization printed on the receiving company's letterhead.

- (iii) If the Receiver (whether an individual or company) authorizes a third party to pick up the Shipment on the Receiver's behalf, such third party must present a valid piece of government-issued photo identification and a signed letter from the Receiver, which references the Shipment's package identification number and authorizes Purolator to release the Shipment to such party. Purolator may also release a Shipment to a third party that lives at the same address as the Receiver, provided that such third party presents a valid piece of government-issued photo identification that shows they live at the same address as the Receiver.
- (iv) For an ASR Shipment, in addition to satisfaction of the applicable conditions set forth above, Proof of Age must be provided.

Notwithstanding the foregoing, Purolator may, at its sole discretion, refuse to release a Shipment to anyone other than the Receiver of the Shipment named on the Bill of Lading. When picking up a Hold For Pickup Shipment that was sent using Purolator's collect service or third-party billing service, the Receiver (or authorized third party) will be required to pay all Shipment charges at the time of pickup if such Receiver (or authorized third party) does not have a valid Purolator account.

### **Residential Heavyweight Service**

For Shipments weighing over 70 lbs delivered to or picked up from a Residence, a Special Handling surcharge and a Residential Heavyweight Service surcharge will apply (see "Tendering Shipments to Purolator – Residential Heavy Weight Service").

### **Return Services**

Purolator offers Customers the ability to create return shipping labels, whether for inclusion with an outbound Shipment (referred to as "Outbound Return Service") or without an associated Shipment (referred to as "Returns Management Service"). Return shipping labels must be prepared using an Automated Shipping System. There is no additional charge for generating a return shipping label. Customers will be invoiced the applicable Service

Rate and any Additional Charges and Taxes when a Shipment bearing a return shipping label travels through Purolator's courier distribution system. The Service Rate, Additional Charges and Taxes that will be applied to a return Shipment will be those in effect at the time the Shipment is tendered for carriage. The return services are only available for Shipments travelling within Canada. Return services are not available for the Adult Signature Required (ASR) service.

### **Saturday Service**

Purolator will accept Purolator Express Shipments travelling within Canada for delivery by End of Day on Saturday or pickup on Saturday for delivery by End of Day on the business day specified by Purolator. Purolator will accept Purolator Express Shipments travelling to Canada from the U.S. or the rest of the world for delivery on Saturday. Saturday delivery is also available for Purolator Express Shipments travelling from Canada to select points in the U.S. Where Saturday Service is selected, an additional charge will be applied. If Purolator delivers a Saturday Service Courier Shipment after the applicable guaranteed\* delivery time, Purolator will, upon request by the Customer, refund or credit (at Purolator's option) the Saturday Service charge (but excluding the Service Rate, Taxes and other Additional Charges) paid by the Customer to Purolator in respect of the Shipment (see "Refunds for Purolator Service Guarantees").

The following limitations apply to Saturday Service:

- (i) The Shipment destination must be an eligible Saturday Service guaranteed delivery point from the point of origin.
- (ii) The delay must not be caused by some event beyond Purolator's control including, but not limited to, those items described in "Liability of Purolator – Events Beyond Purolator's Control".
- (iii) The Courier Shipment must not be left in a Purolator Drop Box; must not require pickup after local cut-off times; and must not be tendered to Purolator after local cut-off times.
- (iv) A Saturday Service Courier Shipment cannot be converted, upgraded or modified to any other service (e.g., to a Purolator Express 9AM or a Purolator Express Evening Shipment). In the event that a

\* For details, see the "Service Guarantees" section in these Terms and Conditions.

Customer successfully converts, upgrades or modifies a Saturday Service Courier Shipment to any other Purolator service, an additional charge shall be applied and in no event shall the Shipment be entitled to any Service guarantee.

- (v) Each Piece in the Shipment must weigh no more than 70 lbs (approx. 32 kg) for the Saturday Service guarantee to apply.

In addition to the limitations noted above, the following conditions apply:

- (i) The Saturday Service guarantee may be suspended, modified or revoked at Purolator's sole discretion.
- (ii) Purolator will not accept the following Courier Shipments for Saturday Service:
  - a) Dangerous Goods Shipments (Purolator Specialized Services – Dangerous Goods [Hazardous Materials]);
  - b) ExpressCheque Shipments (see “ExpressCheque”);
  - c) COS Shipments (see “Chain of Signature”);
  - d) Heavyweight Shipments (see “Tendering Shipments to Purolator – Heavyweight”);
  - e) Residential Heavyweight Service (see “Tendering Shipments to Purolator – Residential Heavyweight Service”); and
  - f) Shipments exceeding Purolator's size limitations (see “Shipment Acceptance Policy – Size Limitations”).
- (iii) The Saturday Service guarantee will not apply to the following Shipments:
  - a) Shipments originating from or destined to points deemed by Purolator to be remote, where such points are not serviced directly by Purolator; and
  - b) Undeliverable or returned Shipments.
- (iv) In the event that at least one (but not all) of the Pieces in a guaranteed Saturday Service Shipment are not delivered in accordance with the Saturday Service guarantee, Purolator will, at its option, refund or credit the Customer, upon request, an amount equal to the Saturday Service charge that was applied to the original Shipment.
- (v) For details about the applicable geographic and other service limitations, as may be determined by Purolator from time to time, please contact Purolator.

### **Signature Required/Signature Not Required (SNR)**

Shippers and Receivers may request that Purolator obtain a signed proof of delivery for Shipments.

Any Courier Shipment destined for delivery in a Canadian Residential Area prepared using a manual Bill of Lading (that was not prepared using an Automated Shipping System) travels as a Shipment requiring a signature, and will be subject to the Residential Area charge, not the Signature Required (Residential) charge.

Any Courier Shipment prepared using an Automated Shipping System that is destined for delivery in a Canadian Residential Area travels as a Shipment not requiring a signature, unless the Customer selects that the Shipment requires a signature, in which case the Signature Required (Residential) charge will apply. Any Courier Shipment destined for delivery in Canada (other than in a Residential Area) travels as a Shipment requiring a signature at no additional charge.

Receivers that do not require a signed proof of delivery may waive this requirement for one or all future Courier Shipments destined to their delivery address by signing up for Purolator's SNR service by completing a “Customer's Authorization to Waive Delivery Signature Form – Single Shipment Use Form” or “Customer's Authorization to Waive Delivery Signature Form – Multiple Shipment Use Form”.

Where a Shipper waives this requirement for one or all future Courier Shipments, it is referred to as Purolator's Origin Signature Not Required (O-SNR) service. The Shipper may alternatively provide Purolator with electronic authorization for the O-SNR service if the Shipment is prepared using an Automated Shipping System. Each Piece in an O-SNR Shipment must display the O-SNR Service Identifier.

Where the SNR or O-SNR service is elected, Purolator may leave Shipment(s) at the Receiver's address unattended and without obtaining a signed proof of delivery, and the Shipper and the Receiver are bound by the liability release in favour of Purolator contained in the above-mentioned authorization forms. For greater certainty, the Shipper and the Receiver release and indemnify Purolator, on a joint and several basis, from and against any claims or liabilities resulting from the delivery of a SNR or O-SNR Shipment. The SNR service will override a Shipper's request for a signature. Upon request, Purolator will reimburse any Shipper, within 15 days of Purolator's acceptance of the Shipment for carriage, for the difference between the



Signature Required charge paid (if any) and the Residential Area charge that would have otherwise been payable in respect of such Shipment (see “Shipping Charges – Residential Area”). If the Signature Required charge is less than the Residential Area charge that would have otherwise been payable in respect of such Shipment, the Shipper will not receive any reimbursement. Please contact Purolator for details.

Notwithstanding the foregoing, the following services will always travel as a Shipment requiring a signature and are not eligible for the SNR or O-SNR service:

- (i) Purolator Express Evening Shipments;
- (ii) Purolator Ground Evening Shipments;
- (iii) Dangerous Goods Shipments, excluding Limited Quantity Dangerous Goods;
- (iv) ExpressCheque Shipments;
- (v) COS Shipments; and
- (vi) Adult Signature Required Shipments.

For Shipments travelling from Canada to the U.S. and the rest of the world, such Shipments may travel as Shipments requiring a signature (see “Delivery of Shipments – Driver Release for Shipments to the U.S. and Rest of World”). Please contact Purolator for details.

### **Modes of Signature**

For select services, as determined by Purolator, travelling as a Shipment requiring signature, Purolator may obtain hand-written signature or alternative modes of signature, including verbal signature. Any mode of signature captured by Purolator shall be considered legally binding, subject to the laws of the delivery destination jurisdiction.

### **Adult Signature Required (ASR)**

Adult Signature Required (ASR) is a service offered for Courier Shipments within Canada requiring Proof of Age from a Receiver at the destination address. For ASR deliveries at the destination address, a Receiver must present valid government-issued photo ID with Proof of Age at the time of delivery. If valid government-issued photo ID with Proof of Age is not presented at time of delivery, an ASR Shipment cannot be released and will be routed to an authorized

Purolator location for in-person pickup. An ASR Shipment that is held for pickup will be released in accordance with Purolator’s Hold for Pickup policy (see “Hold for Pickup”) and upon verification of Proof of Age at the hold for pickup location.

In addition, the following conditions apply to ASR services:

- ASR service is only offered for Shipments created using certain Automated Shipping Systems and is not available as an option when shipping using a manual Bill of Lading.
- ASR service is not available for international shipments inbound into Canada or outbound from Canada, Same Day or Freight services, Dangerous Goods Shipments, Chain of Signature service, ExpressCheque service, return services, or where a Shipper has elected for O-SNR service.
- If a Receiver has subscribed for Purolator’s SNR service, ASR service will override SNR service such that the ASR Shipment will not be left unattended at the Receiver’s address.
- When ASR service is selected for delivery to a Residential Area, only the ASR charge will apply and neither the Signature Required (Residential) nor Residential Area charges will apply.

### **Special Handling**

Purolator may accept Courier Shipments that require special handling. All Courier Shipments that require special handling will not be eligible for Purolator’s service guarantees. Where a Shipment requires special handling, an additional charge will be applied, including, without limitation, if the Shipment falls within the following categories:

- (i) Additional Handling:
  - a. Shipments with outer packaging made of wood or metal, or bundled together with metal strapping;
  - b. Shipments that contain high-risk items, which are not packaged according to Purolator’s accepted standards (see “Purolator [Packaging Guide](#)”) and are deemed high risk at Purolator’s discretion;
  - c. Non-packaged (unboxed) articles (excluding Purolator Express Envelopes, Purolator Express Packs, Purolator Express Boxes and document Shipments); or
  - d. Objects not fully encased in a suitable shipping container (e.g. tires, pails and duffle bags) or not

packaged according to Purolator's accepted standards (see "Purolator [Packaging Guide](#)").

- (ii) Oversized: Packages that weigh more than 50 lbs (approx. 23 kg) but less than or equal to 150 lbs (approx. 68 kg) or whose longest side measures more than 48" (approx. 122 cm) and less than or equal to 108" (approx. 274 cm).
- (iii) Residential Area Heavyweight: Packages that are considered heavyweight items for standard residential area pickup or delivery because they weigh more than 70 lbs (approx. 32 kg) and less than or equal to 150 lbs (approx. 68 kg);
- (iv) Large Package: Packages that measure between 130" (approx. 330 cm) and 165" (approx. 419 cm) in total overall Piece size. Each Large Package Piece is subject to a minimum billable weight of 90 pounds (approx. 41 kg);
- (v) Over Maximum Limit: Packages that are over the maximum limit because they weigh more than 150 lbs (approx. 68 kg), measure more than 165" (approx. 419 cm) in total overall Piece size, or their longest side measures more than 108" (approx. 274 cm). Each Over Maximum Limit Piece is subject to a minimum billable weight of 120 pounds (approx. 55 kg); and
- (vi) Flat Package: Packages that have their longest side measure more than 18" (approx. 45 cm) and their shortest side measure less than or equal to 2" (approx. 5 cm).

Please see Purolator's published Rate Guide for current surcharge details for all Special Handling categories outlined above. Purolator retains sole discretion of which items are deemed as requiring Special Handling. Purolator reserves the right not to accept any Packages in its courier network that weigh more than 150 lbs (approx. 68 kg) or measure more than 165" (approx. 419 cm) in total overall Piece size because they are considered over the maximum limit. If such a Package is found in the Purolator courier network, a Special Handling surcharge will be applied. The formula for calculating total overall Piece size is: length + (width x 2) + (height x 2). Note that additional fees may also be charged on certain shipments to non-

residential postal codes. When appropriate pursuant to the Purolator Rate Guide, both Special Handling and Dangerous Goods (Hazardous Materials) surcharges (see "Purolator Specialized Services – Dangerous Goods (Hazardous Materials)") may be applied to a Shipment. If there are multiple Special Handling surcharges which would apply to a particular Piece, it is only the Special Handling surcharge that has the highest value, amongst all the applicable Special Handling surcharges, that would be applied to the Piece. Surcharges will also apply to Packages that must be repackaged because their original packaging is deemed inadequate at Purolator's discretion. The payment of Special Handling charges in respect of a particular Courier Shipment does not affect Purolator's maximum liability stated in these Terms and Conditions or the classification of such Courier Shipment travelling at the Shipper's risk (see "Tendering Shipments to Purolator – At Shipper's Risk").

#### **Right to Introduce or Amend Special Handling Fees**

Purolator reserves the right to introduce, increase and/or amend Special Handling surcharges during designated time periods, including peak season volume periods, to prepare our network for our busiest season and to align with market conditions. This right is in addition to Purolator's right to cap/limit Shipments (see "Right to Cap/Limit Shipments").

## **Purolator Same Day Shipments**

Unless otherwise indicated, the following Purolator Specialized Services may be added to any Purolator Same Day Shipment for an additional charge. Please refer to Purolator's published list rate supplement available at purolator.com for details.

#### **After Hours**

Purolator Same Day services may be available after hours upon request. An additional charge will be applied to a Purolator Same Day Shipment where the order is received, or the service is to be performed, on a business day after 5:00 p.m. and before 8:00 a.m. (origin local time), Saturday, Sunday, and days that are statutory holidays in Canada. Request for this service must be received on a business day between 7:00 a.m. and 10:00 p.m. (Eastern Time). After hours service is not available for Purolator Same Day In-City services.

## Second Person Assistance

Customers may request the presence of a second person to assist with any Purolator Same Day delivery. An additional charge will be applied to Shipments where this service has been requested.

## Special Van Request

Customers may request the use of a van for any Purolator Same Day service. Tailgates and 3- or 5-ton trucks are only available for Purolator Same Day Direct. An additional charge (determined on a case-by-case basis) will be applied to any Purolator Same Day Shipment where a van, 3- or 5-ton truck or tailgate have been requested. Please contact Purolator for details.

## Freight Shipments

Unless otherwise indicated, the following Purolator Specialized Services may be added to any Freight Shipment for an additional charge. Please contact Purolator Freight at 1-888-302-8819 for details.

## Advance Delivery Notification/Appointments

An additional charge will be applied each time Purolator is required to provide notice to, or book an appointment with, the Receiver in advance of making a delivery. Delivery shall be on the business day specified by Purolator. If it is not possible to effect delivery on that business day, delivery shall be on the next business day following the day of delivery specified by Purolator, depending on pickup and delivery points.

## After Hours

Purolator Freight services may be available after hours upon request. An additional charge will be applied if pickup or delivery is required on a business day after 5:00 p.m. and before 8:00 a.m., Saturday, Sunday, and days that are statutory holidays in Canada.

## Inside Pickup/Delivery

Purolator may pickup or deliver a Shipment from/to a place other than a loading dock upon request. This service is typically requested, but not limited to, shopping mall deliveries where Purolator may be required to take the Piece(s) in a Shipment beyond the shopping mall's loading dock. Where this service is requested, an additional charge will be applied.

## Pre-booked Appointment

An additional charge will be applied each time Purolator is required to honour a pre-booked appointment for pickup or delivery made by a Shipper, consignee, or an appointment automatically generated by a Receiver's automated appointment booking system. The pre-booked appointment date must be at least one (1) business day after the expected delivery date in order to ensure time to arrange delivery. Purolator will use commercially reasonable efforts to ensure delivery in accordance with the appointment request. This service is only offered with Purolator Expedited™ TL/LTL and available from/to select Canadian points. Please contact Purolator for details.

## Protect from Freezing

Customers may request, where available, Purolator's Protect from Freezing service for articles that have a freezing point of 0°C (32°F) or lower. Where such service is requested, transit time may vary and an additional charge will be applied. This service is offered with Purolator Expedited™ TL/LTL only.

The following conditions apply to the Protect from Freezing service:

- (i) The service is a seasonal service that is offered between the months of November and April. Exact dates are determined annually by Purolator. Please contact Purolator for details.
- (ii) The Shipper must specifically and prominently indicate "Protect from Freezing" on the Bill of Lading and affix the "Protect from Freezing" Service Identifier on each Piece in the Shipment that requires this service.
- (iii) Purolator is not liable for any loss or damage to any Piece(s) in a Shipment that require(s) protection from freezing where the loss or damage arises or results from: (a) the Shipper's failure to properly label the Piece(s) in the Shipment; (b) the Receiver's refusal of the Shipment; or (c) Purolator's inability to complete delivery through no fault of its own.
- (iv) This service may be suspended or modified at Purolator's sole discretion.

## Stop-Off

Purolator may, upon request, stop to make an additional

delivery for a Customer en route to the destination point indicated on such Customer's Bill of Lading. Where this service is requested, an additional charge will be applied.

### **Storage**

Purolator will hold a Shipment in storage where Purolator, through no fault of its own, was unable to complete delivery on the first attempt. An additional charge will be applied per day for each day following the original delivery date; or pending a pre-booked, future delivery date that Purolator is required to hold the Shipment for, including non-business days.

### **Tailgate**

Purolator Freight services are available with a power tailgate (whether at pickup or delivery) as required to complete pickup or delivery. Where this service is required, an additional charge will be applied.

### **Trade Show**

An additional charge will be applied to any Shipment originating from, or destined to, a trade show. This service is offered with Purolator Expedited™ TL/LTL only.

### **Trailer Spotting**

Purolator may, upon request, leave a trailer (unaccompanied by a power unit) at a Customer's premises, in full possession and care of such Customer, for subsequent loading by the Customer and transport by Purolator. Where this service is requested, an additional charge will be applied.

### **Two Person Pickup/Delivery**

Customers may request the presence of a second person to assist with the pickup or delivery. Where this service is requested, an additional charge will be applied on a per minute basis from the time of pickup or delivery, as the case may be, until completion of such pickup or delivery.

## **Administrative Charges**

Purolator reserves the right to discontinue, apply new, or modify existing, administrative charges at any time and from time to time. Unless otherwise indicated, any of the following Purolator administrative charges may be applied to any Purolator Shipment. For Courier Shipments, please refer to Purolator's published list rates available at purolator.com for details. For Freight Shipments and Purolator Same Day Shipments, please contact Purolator for details.

### **Address Correction**

An additional charge will be applied per piece where the Receiver's address is incorrect, incomplete or illegible.

### **Document Copies**

An additional charge will be applied where the Shipper or Receiver requests an extra copy of a paper document or a copy of an electronic document relating to a specific Shipment. Certain document copies are available free of charge online at purolator.com.

### **Invoice Discrepancies**

In the event that Purolator 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, Purolator reserves the right to charge Customer an administrative fee in cases where Purolator has determined that disputed charges were correctly charged as invoiced. Purolator also reserves the right to refuse a claim if the Customer fails to upgrade to the most current Upgraded Carrier Compliance Software or the Customer fails to upgrade their Customer Developed Shipping Software to be compliant with the most current Upgraded Carrier Compliance Software. Please see Purolator's published list rates available at purolator.com for further details.

### **Missing/Invalid Account Number**

An additional charge will be applied where no account number or an incorrect account number appears on the Bill of Lading.

## Multi-Invoice Charge

Customer accounts that are enabled to receive multiple channel invoices will be charged a Multi-Format Invoice surcharge, in the event such customer account receives invoices in more than one of the following invoice formats:

- (i) Electronic Data Interchange (EDI)
- (ii) PDF invoice via ePost Connect™
- (iii) Paper Invoice

Please see Purolator's published list rates available at [purolator.com](http://purolator.com) for further details.

## Paper Invoice and Invoice Reissue Fees

An additional charge will be applied if a Customer requests, and is provided with (i) a paper invoice; or (ii) a duplicate copy of an invoice. Please see Purolator's published list rates available at [purolator.com](http://purolator.com) for further details.

## Proof of Delivery

Unless otherwise specified in these Terms and Conditions, an electronic proof of delivery is available on [purolator.com](http://purolator.com), for up to one year from the shipping date, to Customers at no charge.

The Shipper, the Receiver and any third-party payer in respect of a Shipment may obtain a hard copy proof of delivery for such Shipment, by e-mailing [track@purolator.com](mailto:track@purolator.com) or [PODtrack@purolator.com](mailto:PODtrack@purolator.com) or by contacting Purolator (see "Contact Us").

A surcharge may be applied if a Customer requests, and is provided with, a hard copy proof of delivery.

## Rebilling

An additional charge will be applied where a Customer requests a change to an invoice, or Purolator is required to invoice a Customer for a Shipment tendered with a Bill of Lading that has been voided or reused, or Purolator is required to amend a Customer's invoice to correct or reverse a charge due to the Customer's actions, including where the Customer has incorrectly represented information on an electronic manifest or Bill of Lading, or has reused a Bill of Lading or has used a voided one.

## Courier Shipments

### Collect

An additional charge will be applied where the Receiver pays the Service Rate and any Additional Charges and Taxes for a Shipment.

### Credit Card Retrieval

Purolator will provide back up in respect of credit card transactions for six months from the payment date free of charge. After six months, a fee will apply.

### Manual Shipping

An additional charge will be applied to Courier Shipments if a Customer uses a manual Bill of Lading or if the Bill of Lading must be manually processed by Purolator (e.g., in the case of manifests).

### Third-Party Billing

An additional charge will be applied when a third party pays the Service Rate and any Additional Charges and Taxes for a Shipment.

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## Shipping Charges

Purolator reserves the right to discontinue, apply new, or modify existing, shipping charges at any time and from time to time. Unless otherwise indicated, any of the following Purolator shipping charges may be applied to any Purolator Shipment. For Courier Shipments, please refer to Purolator's published list rates available at [purolator.com](http://purolator.com) for details. For Freight Shipments and Purolator Same Day Shipments, please contact Purolator for details. Unless otherwise noted by Purolator, all invoices, bills, and other statements of account to Customers regarding amounts owed by the Customer are denominated in Canadian currency.

### Beyond Point

An additional charge will be applied where the origin or destination point is deemed by Purolator to be remote

or is not serviced directly by Purolator. Please contact Purolator for details.

### **Declared Value Surcharge**

Customers may declare a value for the Shipment on the Bill of Lading. If a value is declared, an additional surcharge will be applied to (i) Freight Shipments (in increments of C\$100, rounded up to the nearest whole number), and (ii) all Courier Shipments (except Same Day Shipments) with a declared value exceeding C\$100, both in accordance with and as listed in Purolator's Rate Guide in effect at the time of shipping. Please see Purolator's published Rate Guides available at purolator.com for surcharge details. A value for Purolator liability purposes cannot be declared for Purolator Returns™ Courier Shipments and Purolator Same Day Shipments.

Customers must expressly declare a value for the Shipment on the Bill of Lading in order to be entitled to submit a claim for the declared value of the Shipment, provided that a Purolator Returns™ Courier Shipments travels on a no-value basis and is not eligible to a claim for any declared value.

For the maximum valuation of a claim for loss or damage to a Shipment for which a Customer has declared a value, see "Valuation of Claim for Loss or Damage." In no event shall Purolator pay a claim for a declared value that exceeds the actual value of the lost or damaged Shipment (including the content(s) therein) or the cost of repairing the content(s), each at the time the claim is assessed by Purolator. For greater certainty, the declared value surcharge does not constitute insurance but rather an increase in Purolator's limitation on liability (see "Liability of Purolator – Maximum Liability").

## **Fuel Surcharge (Shipping Charges)**

### **Courier Shipments**

Purolator reserves the right to apply fuel and other surcharges to all Shipments regardless of destination or selected mode of carriage for such periods and in amounts as Purolator may determine appropriate, at its sole discretion. By tendering your Shipments to Purolator, you agree to pay all applicable surcharges, as determined by Purolator. The fuel surcharge is set monthly and fluctuates based on the four-week average

price of diesel fuel calculated by Purolator using the weekly average prices reported by the Ministry of Natural Resources Canada. Changes are effective the first Monday of each month and are posted at purolator.com approximately two weeks prior to the effective date. The fuel surcharge for any Courier Shipment, other than a Purolator Same Day Shipment, will be applied to the sum of the Service Rate and any applicable Dangerous Goods, Special Handling, Express Cheque, Signature Required (Residential), Adult Signature Required, Saturday Service, Beyond Point, Residential Area and/or Peak Surcharge charge(s), plus any other charge determined applicable by Purolator. The fuel surcharge for Purolator Same Day Shipments will be applied to the sum of the Service Rate and any applicable Dangerous Goods, Special Handling and Special Van Request charge, plus any other charge determined applicable by Purolator. Taxes and Customs Clearance Charges are excluded from the calculation.

### **Freight Shipments**

Purolator reserves the right to apply fuel and other surcharges to all shipments regardless of destination or selected mode of carriage for such periods and in such amounts as Purolator may determine appropriate, at its sole discretion. By tendering your shipments to Purolator, you agree to pay all applicable surcharges, as determined by Purolator. The fuel surcharge is set on a weekly basis. Each Monday, a new fuel surcharge is effective which fluctuates based on the price of diesel fuel (without GST) reported the previous Thursday by the Freight Carriers Association of Canada. The actual fuel surcharge that will be applied to a particular Shipment will depend on whether the Shipment is an LTL Shipment (with a billed weight of up to and including 10,000 lbs [approx. 4,536 kg]) or a TL Shipment (with a billed weight of over 10,000 lbs [approx. 4,536 kg]). The fuel surcharge applies to all Freight Shipments and will be applied to the Service Rate plus all fuel-consuming Additional Charges including, without limitation: Redelivery; Redirect in Transit; Protect from Freezing; Stop-Off; Trailer Spotting; and Attempted Pickup (Vehicle Furnished But Not Used).

### **Redelivery**

An additional charge will be applied to any Shipment that

\* In some instances, Shippers do not allow redirection by the Receiver, or Shippers must provide approval before the Receiver can request and obtain a redirection.

is required to be redelivered where Purolator, through no fault of its own, was unable to complete delivery on the first attempt. This charge will be applied for each subsequent delivery attempt by Purolator. This additional charge applies to both Courier and Freight Shipments.

### **Redirect in Transit**

An additional charge will be applied to any Shipment requiring a change of delivery address while in transit, requested by either the Shipper or the Receiver (if permitted\*), with the requester having to pay the additional charge. This additional charge applies to both Courier and Freight Shipments.

### **Courier Shipments**

Unless otherwise indicated, the following Purolator shipping charges may be applied to any Courier Shipment (other than Purolator Same Day Shipments). Please refer to Purolator's published list rates available at purolator.com for details.

### **Multipiece®**

An additional charge will be applied where five or more Pieces are sent on the same day and at the same time from one Shipper to one Receiver at one address under a single Bill of Lading, and the charges are billed to one Customer. This charge will be calculated as follows: (# of Pieces in Shipment – 4) x (3.0%) x (applicable Service Rate). Please contact Purolator for details.

### **Residential Area**

An additional charge will be applied where a Shipment's destination point is located in a Residential Area. This charge will not be applied in respect of Purolator Express Evening or Purolator Ground Evening Shipments. Where a Courier Shipment prepared using an Automated Shipping System is destined for delivery to a Residential Area and the Shipper requests a signature, the Shipment will be subject to the Signature Required (Residential) charge, not the Residential Area charge (see "Specialized Services – Signature Required / Signature Not Required (SNR)").

### **Waiting Time**

An additional charge may be applied by Purolator, at its

sole discretion, in the event that a driver is required to wait for the pickup or delivery of a shipment.

### **Peak Surcharge**

One or more additional charge(s) will be applied to any applicable Shipment or Piece declared under a Bill of Lading during a Peak Period, in accordance with the criteria and parameters developed by Purolator, at its sole discretion, available at purolator.com. Any such additional charge shall apply to applicable Courier and/or Freight Shipments.

### **Purolator Same Day Shipments**

Unless otherwise indicated, the following Purolator shipping charges may be applied to any Purolator Same Day Shipment. Please refer to Purolator's published list rate supplement available at purolator.com for details.

### **Additional Weight**

An additional charge per pound will be applied to Purolator Same Day Shipments (other than Purolator Same Day Next Flight Out Shipments) weighing in excess of 20 lbs (approx. 9 kg). An additional charge per pound will be applied to Purolator Same Day Next Flight Out Shipments weighing in excess of 5 lbs (approx. 2 kg).

### **Airport Fee**

An additional charge will be applied to Purolator Same Day Shipments which are subject to cargo screening by the local or regulatory authority (e.g., Transport Canada). This charge may also include airport improvement taxes and other security or regulatory fees associated with air transport.

### **Order Cancellation**

Purolator Same Day orders are considered "dispatched" after being entered into the dispatch system and after a confirmation number has been provided to the Customer. If a Purolator Same Day order is cancelled after being dispatched:

- (i) Purolator Same Day In-City: Orders will be charged the full Service Rate, inclusive of all Taxes and Additional Charges;

\* In some instances, Shippers do not allow redirection by the Receiver, or Shippers must provide approval before the Receiver can request and obtain a redirection.

- (ii) Purolator Same Day Next Flight Out:
  - a. If cancelled before delivery to the nearest airport, orders will be charged the portion of the Service Rate applicable to the ground transportation only, inclusive of all Taxes and Additional Charges;
  - b. If cancelled after delivery to the nearest airport, orders will be charged the full Service Rate, inclusive of all Taxes and Additional Charges;

- (iii) Purolator Same Day Direct:
  - a. If cancelled before pickup, orders will be charged at least 50% of the Service Rate, inclusive of all Taxes and Additional Charges; and
  - b. If cancelled after pickup, Purolator Same Day Direct order will be charged the full Service Rate, inclusive of all Taxes and Additional Charges.

### **Redirect in Transit\***

Purolator Same Day orders are considered “dispatched” after being entered into the dispatch system and after a confirmation number has been provided. If a Purolator Same Day order is redirected after being dispatched:

- (i) Purolator Same Day In-City:
  - a. If redirected before pickup, orders will be charged the full Service Rate for the new destination only, inclusive of all Taxes and Additional Charges;
  - b. If redirected after pickup, orders will be charged the full Service Rate for the first destination, plus the full Service Rate for the new destination, inclusive of all Taxes and Additional Charges;
- (ii) Purolator Same Day Next Flight Out:
  - a. If redirected before delivery to the nearest airport, orders will be charged the portion of the Service Rate applicable to the ground transportation, plus the full Service Rate for the new destination, inclusive of all Taxes and Additional Charges;
  - b. If redirected after delivery to the nearest airport, orders will be charged the full Service Rate for the first destination, plus the full Service Rate for the new destination, inclusive of all Taxes and Additional Charges;

- (iii) Purolator Same Day Direct:
  - a. If redirected before pickup, orders will be charged the Service Rate for the new destination only, inclusive of all Taxes and Additional Charges; and
  - b. If redirected after pickup, orders will be charged the full Service Rate for the first destination, plus the full Service Rate for the new destination, inclusive of all Taxes and Additional Charges.

### **Waiting Time**

An additional charge will be applied for every 15-minute increment or part thereof after the first 15-minutes of driver waiting time, which is included in the Service Rate.

### **Freight Shipments**

Unless otherwise indicated, the following Purolator shipping charges may be applied to any Freight Shipment.

#### **Attempted Pickup (Vehicle Furnished But Not Used)**

An additional charge will be applied where a Shipper has not cancelled a requested or scheduled pickup and, upon arrival at a Shipper’s premises, the Shipper informs Purolator that no Shipment will be tendered by such Shipper.

#### **Order Cancellation**

Purolator Freight orders are considered “dispatched” after a confirmation number has been provided to the Customer. If a Purolator Freight order is cancelled after being dispatched:

- (i) If cancelled before pickup, a fixed charge will be applied; and
- (ii) If cancelled after pickup, orders will be charged the portion of the Service Rate applicable for carriage from the point of pickup to the Purolator facility, inclusive of all Taxes and Additional Charges.

#### **Residential Delivery**

An additional charge will be applied where a Shipment’s destination point is located in a Residential Area.

#### **Waiting Time (Detention with Power)**

A waiting time surcharge will be applied if Purolator is detained or delayed at the point of origin or destination



through no fault of the driver for longer than 30 minutes.

The included wait time is calculated on a per stop basis. Where one or more Shipments are destined for delivery to the same Receiver, the wait time surcharge will be shared among all Shippers of such Shipments on a prorated basis calculated by the weight of each Piece in such Shipments.

This surcharge will be calculated each 15-minute increment, or part thereof, after the initial 30 minutes of driver waiting time.

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## Rate Application

### Rates

Where a Customer has entered into a Services Pricing Agreement with Purolator, the Service Rates and Additional Charges for Purolator services will be determined in accordance with the rate application rules that follow below, subject to the terms of that agreement.

Where a Customer has not entered into a Services Pricing Agreement with Purolator, Customers will be charged a Service Rate, as well as any applicable Additional Charges, as follows:

- For Courier Shipments, the Service Rates are based on origin and destination FSAs. Please refer to Purolator's published list rates available at purolator.com for details.
- For Freight Shipments, the Service Rates are based on city-to-city pairings, or origin and destination FSAs, and are subject to a minimum charge. Please refer to Purolator's published list rates available at purolator.com for details.

The Customer is responsible for ensuring that the correct information required for billing purposes, including without limitation, the weight of a Shipment is declared at the time a Shipment is tendered to Purolator for carriage. Notwithstanding, this obligation, Purolator reserves the right to:

- (i) Make any additions, deletions or modifications to its Service Rates and Additional Charges at any time;
- (ii) Consolidate a number of individual Courier Shipments travelling on the same date and at the same time with

the same Purolator service and other identical shipment characteristics, from one Shipper to one Receiver at one address, and the charges for which will be billed to one Customer, into one Shipment under the Bill of Lading. Where five or more individual Pieces are consolidated, the Multipiece charge will be applied to the entire Shipment (see "Shipping Charges – Multipiece");

- (iii) Make any necessary adjustments to the charges applicable to a Shipment, where a Customer has failed to provide, or incorrectly provided, information about such Shipment. In such circumstances, Purolator may rate the Shipment on the actual number of Pieces travelling or that travelled through Purolator's courier or freight distribution network, as well as apply any Additional Charges and Taxes applicable to such Shipment, and invoice the Customer an amount equal to the difference between (a) the charges originally invoiced for the Shipment based on the electronic manifest or manual Bill of Lading and (b) the actual Service Rate, Additional Charges and Taxes applicable to the Shipment; and
- (iv) Rate the Shipment on the basis of the actual number of Pieces travelling or that travelled through Purolator's courier or freight distribution network and invoice such Customer for the Service Rate and any Additional Charges and Customs Clearance Charges applicable to such Shipment in the event that:
  - a. An electronic manifest or manual Bill of Lading is not available at the time of billing; or
  - b. A Shipper has reused a Bill of Lading, or tendered a Shipment with a Bill of Lading that has been voided.

In addition, Purolator reserves the right to invoice a Customer, on any single Piece Shipment, the greater of:

- The weight declared by the Customer on the Bill of Lading (scale or cubic (dimensional) weight);
- The scale weight of the Shipment determined by Purolator (see "Tendering Shipments to Purolator – Reweighing, Cubing and Low-Density Shipments"); and
- The cubic (dimensional) weight of the Shipment (rounded up to the nearest whole number) determined by Purolator (see "Tendering Shipments to Purolator – Reweighing, Cubing and Low-Density

Shipments”)

- In the event the Shipment contains more than one Piece, Purolator reserves the right to invoice the Customer the greater of:
  - (i) The total Shipment weight declared by the Customer (scale or cubic [dimensional] weight); and
  - (ii) The total actual scale or cubic (dimensional) weight for the Shipment (rounded up to the nearest whole number) determined by Purolator (see “Tendering Shipments to Purolator – Reweighing, Cubing and Low-Density Shipments”).

### **Minimum Rate/Weight Charge**

Purolator reserves the right to assess a minimum rate and/or billable weight per Piece or per Shipment. With respect to Freight Shipments, where a Single Shipment has been tendered, a minimum chargeable weight of 640 lbs (approx. 290 kg) will be applied.

In the event that a Customer fails to declare a weight on the Bill of Lading and Purolator fails to reweigh the Shipment, Purolator reserves the right to ascribe to such Shipment an average Shipment weight, and to invoice the Customer on the basis of such ascribed weight.

### **Rate Quote**

Purolator will provide a rate quote for any service upon request by telephone. For Purolator Express or Purolator Ground quotes, a Customer can also visit any Purolator Shipping Centre or prepare a Shipment using an Automated Shipping System. For Purolator Freight quotes, a Customer may send an e-mail to [spotquotesfreight@purolator.com](mailto:spotquotesfreight@purolator.com), prepare a Shipment at [purolator.com](http://purolator.com), or Purolator E-Ship Server, or visit [purolator.com/freight](http://purolator.com/freight), and select “Request a Quote” and complete the online request form. Unless otherwise noted by Purolator, rate quotes to Customers are denominated in Canadian currency.

Any rate quoted for a Shipment is an estimate only and is based solely upon information provided by the Customer. The actual Service Rate and Additional Charges that will be applied to a Shipment, and for which a Customer will be invoiced, may vary from the rate quote based on the characteristics of the Shipment actually tendered to Purolator.

Purolator is not liable, nor will Purolator refund or credit Customers, for any discrepancy between the rate quoted prior to tendering the Shipment, and the actual Service Rate and Additional Charges applied to the Shipment. The rate(s) quoted to a Customer will depend on whether such Customer is an Account Customer and what discounts apply to such Customer’s Purolator account.

### **Taxes**

Purolator’s Service Rates and Additional Charges do not include Tax. The Customer shall pay to Purolator any and all applicable Taxes imposed in respect of the service provided so that Purolator is fully reimbursed by the Customer as required by law.

### **Customs Clearance Charges**

Purolator’s Service Rates and Additional Charges do not include applicable Customs Clearance Charges. The Customer shall pay Purolator, Purolator’s designated customs broker or the Customer’s own customs broker, as Purolator directs, any and all Customs Clearance Charges. The Customer agrees to indemnify Purolator against any claims or liabilities for unpaid Customs Clearance Charges.

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## **Tendering Shipments to Purolator**

### **Bills of Lading**

All Bills of Lading generated by Automated Shipping Systems are deemed to incorporate these Terms and Conditions. If a Bill of Lading other than a Purolator Bill of Lading is accepted by Purolator, these Terms and Conditions will be deemed to be incorporated into such Bill of Lading and will be deemed to supersede and replace any terms and conditions appearing on such Bill of Lading. In the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set out on a Bill of Lading, these Terms and Conditions will govern to the extent of such conflict or inconsistency.

## Customer Representations and Warranties

The Customer represents and warrants that (i) the Shipment will be accurately described on the face of the Bill of Lading and any accompanying documentation; and (ii) where the Customer generates a Bill of Lading for the Shipment using an Automated Shipping System, unless the Customer voids such Shipment/Bill of Lading, the Customer will tender the Shipment described on such Bill of Lading to Purolator. The Customer agrees that where it has generated a Bill of Lading for a Shipment using an Automated Shipping System and such information has been submitted to Purolator, Purolator will charge the Customer, and the Customer will pay, for the Shipment described on such Bill of Lading.

The Customer further represents and warrants that the Shipment:

- (i) will be acceptable for carriage;
- (ii) will not consist of "Prohibited" articles (see "Prohibited Articles");
- (iii) will comply with Purolator's shipping restrictions; and
- (iv) Will be properly marked, addressed and packaged to ensure safe transportation in accordance with Purolator's ordinary care in handling and in accordance with all applicable laws including, without limitation, those laws governing the carriage of Dangerous Goods (see "Purolator Specialized Services – Dangerous Goods [Hazardous Materials]").

Unless otherwise indicated, in respect of any Shipment, the Shipper's (consignor's) name and address is the sender's name and address indicated on the Bill of Lading, and the latter constitutes the place of execution and the place of departure; the Receiver's (consignee's) name and address is the recipient's name and address indicated on the Bill of Lading, and the latter constitutes the place of destination; and the date indicated on the Bill of Lading is the date of execution of the Bill of Lading.

## Customs Clearance

For Purolator Ground Services from Canada to the U.S. and Services to Canada from the U.S. and the Rest of the World, Customers with a pre-existing relationship with a customs broker may designate that customs broker as their preferred

customs broker and Purolator shall use such customs broker to provide customs clearance services for such Customers, in certain circumstances:

- (i) Ground Export/Import Service: The Customer has the choice of using their preferred broker or the Purolator default broker.
- (ii) Express Export: The Purolator default broker must be used to clear all Express Export shipments.
- (iii) Express Import: The Customer has the choice of using their preferred broker or the Purolator default broker. All Express Import shipments must indicate the broker of choice on every Shipment.

## Reweighing, Cubing and Low-Density Shipments

Purolator may, at its sole discretion, round up the weight of any Shipment at the Shipment, Piece, or pallet level, up to the nearest whole number for billing purposes. Purolator may reweigh and/or cube any Shipment at the Shipment, Piece, or pallet level, and recalculate the Shipment charges at its sole discretion, notwithstanding that a weight has been declared on the Bill of Lading (see "Rate Application"). Purolator reserves the right to apply a dimensional weight to a Shipment, notwithstanding that a weight has been declared on the Bill of Lading.

Where a Customer has entered into a Services Pricing Agreement with Purolator, the cube factor that will be applied to calculate the Shipment charges may be determined in accordance with the cube factor contained in that agreement.

Where a Customer has not entered into a Services Pricing Agreement with Purolator or such agreement is silent on cubing, a cube factor will be applied, as follows:

- 15 lbs per cubic foot (6.804 kg per 0.0283 cubic metres) for Purolator Express Shipments that travel via Purolator's air network (whether in whole or in part); or
- 12.4 lbs per cubic foot (5.625 kg per 0.0283 cubic metres) for Purolator Ground Shipments and Purolator Express Shipments that do not travel via Purolator's air network (whether in whole or in part). The Customer's invoice will indicate if the air cube is applied. Purolator will multiply the applicable cube factor by the cubed (dimensional) weight of each

Piece in a Shipment, calculated as follows:

$$\text{Dimensional weight} = \frac{\text{length} \times \text{width} \times \text{height}}{1,728}$$

$$\text{Metric equivalent} = \frac{\text{length} \times \text{width} \times \text{height}}{28,316}$$

Any Freight Shipment that occupies a length of 10 ft or more of trailer space will be ascribed a weight of 1,000 lbs per linear foot. If a Freight Shipment cannot be stacked (or has a height of 5 ft or more) or cannot be placed alongside another Freight Shipment in the trailer, it will be ascribed a height or width of 8 ft.

### Right to Correct Shipment Label

Purolator reserves the right to make any and all unilateral amendments to a Bill of Lading in order to facilitate carriage of a Shipment, including, but not limited to altering and reprinting an originally generated Bill of Lading. To effect such change, Purolator may produce a new Bill of Lading capturing the amended information, which would be affixed over top of the original Bill of Lading. Purolator reserves the right to recalculate and to apply additional Shipment or Administrative Charges imposed as a result of any amendment to a Bill of Lading.

### Right of Inspection

Purolator reserves the right to open and inspect any Shipment tendered to it for carriage, at any time, without notice. Governmental authorities may also open and inspect any Shipment, at any time, without notice.

### Peak Period and Peak Surcharges

Where Purolator experiences or anticipates an increased demand for its services or on its network, Purolator reserves the right to designate any such high-demand period as a "Peak Period." During any Peak Period, one or more Peak Surcharge(s) will apply to specific Shipments or Pieces tendered to Purolator. Peak Surcharge(s) are Additional Charges that apply, in addition to all other applicable rates, charges and taxes, to the Shipment or

Piece. Details concerning the criteria and application of Peak Periods and Peak Surcharges will be available at purolator.com. No waiver, discount or reduction of any type, to any Peak Surcharge(s), shall apply unless Purolator agrees in writing to such waiver, discount or reduction with specific written reference to the applicable Peak Surcharge(s). Purolator reserves the right to modify or extend any Peak Period or Peak Surcharge at its discretion. These rights are in addition to any other right set out in these Terms and Conditions in relation to peak volume periods.

### Right to Cap/Limit Shipments

Purolator reserves the right to unilaterally cap, or set a maximum amount for, the total volume of Shipments, including a cap on all Purolator Specialized Services – Special Handling, for which it will provide delivery services for a Customer or Customers during designated time periods, including peak volume periods.

If the Customer exceeds the cap amount set by Purolator and still provides Shipments to Purolator over and above the cap for delivery during the period in which the cap is in place, Purolator may at its sole discretion:

- (i) Refuse the Shipments from the Customer;
- (ii) Accept the Shipments but apply an additional charge for the delivery of these Shipments; and/or
- (iii) Suspend all service guarantees that would apply to these Shipments.

### Right to Refuse Shipments

Purolator reserves the right to refuse any Shipment, at its sole discretion, including 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, packed or wrapped for transport (see "Shipment Acceptance Policy").

### Right to Pursue Consequential Damage Claims

Purolator retains the right to request reimbursement from the Shipper for any costs related to the cleanup of, or damage to, its property caused by contents spilling from a Shipment.

## Right to Use Agents and Subcontractors

Purolator reserves the right to use agents and subcontractors in the performance of its services. Any exercise of this right will in no way affect Purolator's maximum liability described in these Terms and Conditions (see "Liability of Purolator – Maximum Liability"). Where agents or subcontractors are used, more restrictive size and weight limitations than those set out herein may apply (see "Shipment Acceptance Policy").

## Right to Use Alternate Modes of Carriage

Purolator reserves the right to use an alternate mode of carriage for the Customer's selected service and the Customer acknowledges that charges based on such mode will be levied and such Customer shall pay same. In the event: (i) a Customer fails to indicate a mode of carriage on a manual Bill of Lading, or (ii) a Customer indicates a mode of carriage or a shipment option on a manual Bill of Lading that is unavailable, Purolator, at its sole discretion, reserves the right to (a) transport the Shipment by the mode of carriage Purolator deems acceptable; and (b) apply those charges Purolator deems acceptable for the service rendered. Customer agrees to pay the charge imposed. Any exercise of such right to use alternate modes of carriage will in no way affect Purolator's maximum liability described in these Terms and Conditions (see "Liability of Purolator – Maximum Liability").

## Proper Labelling

### Courier Shipments

Each Piece in a Courier Shipment must display a Purolator or Purolator-approved bar-code parcel identification number and a properly secured and completed Bill of Lading, as follows:

- (i) The Bill of Lading must display the Shipper's and Receiver's full addresses including postal/zip code and phone number with area code (post office box addresses are not permitted). In addition, the Bill of Lading must contain the following:
  - Customer account number (if applicable)
  - Service option selected
  - Service Identifier (if applicable)
  - Billing instructions (if applicable)
  - Number of Pieces in the Shipment
  - Weight of each Piece in the Shipment

- Declared value (for Purolator liability purposes) – optional Date
  - Signature (if applicable)
- (ii) The Bill of Lading must be securely fastened to the top of each Piece in the Shipment. String or wire tags are not acceptable. Improper labelling may result in the Shipment or Piece being delayed or lost. It is strongly recommended that a duplicate label be attached to an inner flap of each Piece in the Shipment.
  - (iii) The Bill of Lading must be flat with all Purolator bar codes visible, and should not be wrinkled, creased, folded or placed on Piece(s) in the Shipment in a manner that may make it difficult to scan and/or read (e.g., on box corners or uneven surfaces or seams).
  - (iv) Where a Customer is reusing a box or packaging, all previous Bills of Lading, delivery address labels and markings must be covered or removed.
  - (v) A Shipment consisting of more than one Piece must have each Piece individually numbered. For example, if a Shipment consists of three Pieces, the Pieces should be marked "1 of 3", "2 of 3" and "3 of 3". This numbering of Pieces is in addition to the requirement that each Piece in the Shipment displays a PIN and full delivery address. For clarity, a Purolator-branded manual Bill of Lading accommodates up to four (4) Pieces and a Purolator-branded manifest accommodates up to ten (10) Pieces.
  - (vi) At the Shipper's discretion, orientation "up" arrows may be located on either both sides or ends of Shipments containing liquids or fragile items. In addition, Shipments containing liquids may be labelled "LIQUID". Shipments containing glass or ceramic products may be labelled "GLASS". However, Purolator does not guarantee any special care for Shipments containing content markings.
  - (vii) Pieces weighing in excess of 70 lbs (approx. 32 kg) must be labelled as "Heavy Weight".
  - (viii) There is a maximum of four Pieces per Shipment when using a manual Bill of Lading.

### Freight Shipments

Each Piece in a Freight Shipment must display a Purolator

or Purolator-approved bar code, and the first Piece in the Shipment must display a properly secured and completed Bill of Lading, as follows:

- (i) The Bill of Lading must display the Shipper's and Receiver's full addresses including postal/zip code and phone number with area code. In addition, the Bill of Lading must contain the following:
  - Customer account number (if applicable)
  - Service option selected (if applicable)
  - Billing instructions (if applicable)
  - Number of Pieces in the Shipment
  - Total Shipment weight, including weight of each Piece
  - Description of contents of each Piece
  - Declared value (for Purolator liability purposes) – optional
  - Date
  - Signature (if applicable)
- (ii) Two copies of the Bill of Lading must be securely fastened to the first Piece in the Shipment and be visible. String or wire tags are not acceptable. Improper labelling may result in the loss or delay of the Shipment (or a Piece in the Shipment). It is strongly recommended that a duplicate Bill of Lading be inserted in the stretch wrap portion of each Piece in the Shipment.
- (iii) All bar codes applied by the Shipper must be flat and visible on each Piece. Bar codes should not be wrinkled, creased, folded or placed on the Piece(s) in the Shipment in a manner that may make it difficult to scan and/or read (e.g., on corners or uneven surfaces).
- (iv) Where a Customer is reusing a pallet or packaging, any previous Bills of Lading, address labels and delivery markings must be covered or removed.
- (v) A Shipment consisting of more than one Piece must display a master pro-bill bar code on the first Piece in the Shipment. Each subsequent Piece in the Shipment must display a parcel identification number bar code that is linked to the pro-bill bar code.
- (vi) At the Shipper's discretion, Shipments containing liquids may be labelled "LIQUID". Shipments containing glass or ceramic products may be labelled "GLASS". However, Purolator does not guarantee any special care for Shipments containing content markings.

- (vii) Where, at the Customer's request, a Piece in a Shipment cannot be stacked, such request must be clearly marked on the Bill of Lading and on the Piece itself.

## **Purolator Same Day Shipments**

The Shipper's and Receiver's full addresses, including postal/zip code and phone number with area code (post office box addresses are not permitted) must either be displayed on the Shipment or else provided to the driver at time of pickup.

It is recommended that Customers affix a copy of their Purolator Same Day confirmation e-mail to the Shipment. At the Shipper's discretion, orientation "up" arrows may be located on either both sides or ends of Shipments containing liquids or fragile items. In addition, Shipments containing liquids may be labelled "LIQUID". Shipments containing glass or ceramic products may be labelled "GLASS". However, Purolator does not guarantee any special care for Shipments containing content markings.

## **Use of Personal Information**

Purolator's Privacy Statement, as published on purolator.com, governs all personal information (i.e., information about an identifiable individual) that Purolator collects or receives during the shipment process.

## **Customer's Own Automated Shipping Systems, Labels, Bar Codes and Bills of Lading**

Purolator requires that Customers use a Purolator Bill of Lading to eliminate billing, tracking and service failures. Customers may request, and Purolator may agree, at its sole discretion, to allow a Customer to use its own (or a third-party provider's) labels, bar codes, and Bills of Lading generated in a form, and on Automated Shipping Systems, approved in advance by Purolator pursuant to the applicable Purolator certification program.

Any Customer using its own (or a third-party provider's) Automated Shipping System, labels, bar codes and Bill of Lading agrees:

- (i) To comply with the obligations set out in the applicable Purolator certification program, including but not limited to the design and specification requirements and updates;

- (ii) That from time to time Purolator may certify newer versions of the applicable software available to Customer through third-party provider and identified in Purolator's certification program ("Upgraded Carrier Compliance Software") and Customer shall upgrade their current third-party provider shipping software to the identified Upgraded Carrier Compliance Software within twelve (12) months of receipt of notice of such upgrade;
  - (iii) That from time to time Purolator may certify newer versions of applicable shipping software owned and developed by Customers ("Customer Developed Shipping Software") as identified in Purolator's certification program ("Upgraded Carrier Compliance Software") where Customer shall develop an upgrade to their Customer Developed Shipping Software to be consistent with the identified Upgraded Carrier Compliance Software. Within twelve (12) months of receipt of notice of such upgrade, Customer will complete the certification requirements and then deploy the software upgrade to their production environment.
  - (iv) In the event Customer fails to upgrade to the Upgraded Carrier Compliance Software or Customer fails to upgrade Customer Developed Shipping Software, Purolator reserves the right to:
    - a. Apply additional Administrative Charges to Shipments tendered under non-compliant software;
    - b. Discontinue all support of non-compliant software;
    - c. Refuse claims submitted for Shipments tendered using non-compliant software; and
    - d. Take any further action determined by Purolator at its sole discretion.
  - (v) That it has been granted a non-exclusive, non-transferable, royalty-free license to use the intellectual property provided by Purolator in such Automated Shipping System, labels, bar codes and Bills of Lading. The Customer will not, under any circumstances, sublicense, sell, loan, lease, assign, convey, encumber or otherwise transfer the intellectual property provided by Purolator. Purolator reserves the right to revoke such license immediately upon notice to the Customer;
  - (vi) To seek Purolator's prior approval pursuant to the applicable Purolator certification program for any proposed changes to such Automated Shipping System, labels, bar codes and Bills of Lading;
  - (vii) That, if the Customer does not comply with the requirements set out in Purolator's certification program and these Terms and Conditions, Purolator may, at its sole discretion, cease providing services and or revoke certification;
  - (viii) That, if the Customer fails to resolve issues reported by Purolator to Customer regarding Customer's Own Automated Shipping System, labels, barcodes or Bills of Lading in a timely manner, which in any case shall notification from Purolator of any such issue, Purolator may, at its sole discretion, cease providing Services and/or revoke certification granted;
  - (ix) That Purolator is not liable for any loss or damage incurred or suffered by a Customer as a result of the use of such Automated Shipping System, labels, bar codes and Bills of Lading, including incorrect rate quotes, where such Automated Shipping System, labels, bar codes and Bills of Lading do not comply with the Purolator certification program and these Terms and Conditions; and
  - (x) To release and discharge Purolator from, and indemnify Purolator against, all claims, actions, demands, costs, losses or damages arising or resulting from such Customer's failure to comply with the requirements set out in the applicable Purolator certification program and/or these Terms and Conditions. The Customer agrees that all Shipments tendered to Purolator bearing the Customer's own (or a third-party provider's) label, bar code and Bill of Lading are governed by: (i) these Terms and Conditions (as may be amended by Purolator from time to time); and (ii) applicable law.
- The Customer's own (or third party provider's) electronic Bills of Lading must be successfully transmitted to Purolator

no later than 10:00 p.m. local time on the day upon which Purolator performs pickup of the Shipment. Where the electronic Bill of Lading is not received in time, Purolator may, at its sole discretion, cease providing services or elect to use alternate methods of billing for the Shipment and apply any applicable Administrative Charges incurred to alternate the billing method.

### **Heavyweight**

Purolator may accept Pieces that weigh more than 70 lbs (approx. 32 kg) (“Heavyweight Shipments”) to travel as Courier Shipments, provided that “Heavyweight” service has been pre-arranged by contacting Purolator. Heavyweight Shipments may also be subject to Special Handling charges (see “Purolator Specialized Services – Special Handling”). Heavyweight Shipments are not eligible for Purolator’s service guarantees. It is the Shipper’s responsibility to advise the Receiver that a Heavyweight Shipment will require assistance at the receiving end to effect delivery. The Shipper is required to assist the driver in loading any Heavyweight Shipment. The Receiver (unless delivered to a Residence) is required to assist the driver in unloading any Heavyweight Shipment. In the event that no driver assistance is available from Shipper or Receiver, the Shipment may be delivered using other forms of delivery at Shipper’s cost or the Shipment will be considered undeliverable and subject to the applicable Terms and Conditions.

### **Residential Heavyweight Service**

Purolator may accept Heavyweight Residential Shipments to travel as Courier Shipments, provided that “Heavyweight” delivery or pickup service has been pre-arranged by contacting Purolator. If a Shipment is required to move through Purolator’s freight network the appropriate rates shall be applied. Residential Heavyweight Shipments will also be subjected to Special Handling charges (see “Purolator Specialized Services – Special Handling”). Heavyweight Shipments are not eligible for Purolator’s service guarantees. Residential Customers cannot assist with the delivery or pickup of Heavyweight or Oversized Shipments.

In the event of a Heavyweight Shipment delivery to a Residence, Purolator shall pre-arrange delivery with the Recipient directly. A surcharge, in addition to a Special Handling surcharge, will apply to any Residential Heavyweight Shipment delivery by Purolator.

In the event Purolator does perform a Heavyweight delivery to a Residence, Purolator will deliver the Shipment to the front door of the delivery address indicated on the Bill of Lading. Please see Purolator’s published Rate Guide available at purolator.com for surcharge details.

In the event of a Heavyweight Shipment pickup from a Residence, Purolator shall pre-arrange pickup with the Shipper directly. A surcharge, in addition to a Special Handling surcharge, will apply to any Residential Heavyweight Shipment pickup by Purolator. In the event Purolator does perform a Heavyweight pickup from a Residence, Purolator will pick up the Shipment from the front door of the delivery address indicated on the Bill of Lading. Please see Purolator’s published Rate Guide available at purolator.com for surcharge details.

### **At Shipper’s Risk**

Certain articles and commodities have a higher risk of damage as they travel through a typical courier and freight distribution network. The industry generally treats these items “at shipper’s risk” in applicable terms and conditions of service.

### **Courier Shipments**

The following articles are only accepted for carriage as Courier Shipments at the Shipper’s risk (i.e., Purolator will not assume any liability for these articles and will not accept any claims for loss or damage in the shipment of these articles, except as noted in clause (xviii) below:

- (i) Glassware, including but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, electronic screens and any other commodity with similarly fragile qualities.
- (ii) Collectors’ items.
- (iii) Liquids.
- (iv) Precious metals.
- (v) Articles requiring temperature-controlled services (i.e., a specific temperature is maintained during carriage).
- (vi) Perishable items, and foods and beverages requiring refrigeration or other environmental control.



- (vii) Unpackaged articles (see “Shipment Acceptance Policy – Unpackaged Articles”).
- (viii) Privately packaged articles (e.g., not in manufacturer’s original packaging).
- (ix) Articles not packaged in accordance with Purolator’s shipment acceptance policy (see “Shipment Acceptance Policy”).
- (x) Pieces in a Shipment not properly labelled in accordance with Purolator’s labelling requirements (see “Tendering Shipments to Purolator – Proper Labelling”).
- (xi) Artwork, including any work created or developed by the application of skill, taste or creative talent, for sale, display or collection. This includes, but is not limited to, items and/or parts such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture, collector’s items, customized or personalized musical instruments.
- (xii) Antiques, or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, and glassware.
- (xiii) Jewelry, other than costume or novelty jewelry.
- (xiv) Seeds.
- (xv) Household goods and personal effects.
- (xvi) Articles designated as “Prohibited” in these Terms and Conditions but which have been tendered to Purolator and accepted for carriage (see “– Prohibited Articles”).
- (xvii) Controlled Substance not shipped using Purolator’s COS service.
- (xviii) Electronic and electrical devices (including those in manufacturer’s original packaging) such as televisions and test equipment. A Customer may submit a claim for loss of these items. However, claims for damages will not be accepted.

Any “At Shipper’s Risk” Shipments accepted by Purolator travel on a “no-value” basis for the purpose of claims for

loss or damage (i.e., the Customer cannot increase Purolator’s liability by declaring a value for such Shipment on the face of the Bill of Lading or, in the case of Shipments prepared using an Automated Shipping System, in the designated user entry field).

### **Freight Shipments**

The following articles are only accepted for carriage as Freight Shipments at the Shipper’s risk (i.e., Purolator will not assume any liability for these articles and will not accept any claims for damage in the shipment of these articles):

- (i) Glassware, including but not limited to, signs, mirrors, china, crystal, porcelains, figurines, pottery, framed glass, electronic screens, ceramics and other similarly fragile qualities.
- (ii) Liquids which are not packaged in accordance with Purolator’s shipment acceptance policy (see “Shipment Acceptance Policy”).
- (iii) Articles requiring temperature-controlled services (i.e., specific temperature maintained during carriage).
- (iv) Perishable items, and foods and beverages requiring refrigeration or other environmental control.
- (v) Articles secured to one or more pallets with stretch wrap (see “Shipment Acceptance Policy – Unpackaged Articles”).
- (vi) Privately packaged articles (e.g., not in manufacturer’s original packaging) not packaged in a rigid shipping container such as a defect-free corrugated box, drum or crate.
- (vii) Articles not packaged in accordance with Purolator’s shipment acceptance policy (see “Shipment Acceptance Policy”).
- (viii) Articles not properly labelled in accordance with Purolator’s labelling requirements (see “Tendering Shipments to Purolator – Proper Labelling”).
- (ix) Seeds.
- (x) Household goods and personal effects.
- (xi) Articles designated as “Prohibited” in these Terms and Conditions but which have been tendered to

Purolator and accepted for carriage (see “– Prohibited Articles”).

Any “At Shipper’s Risk” Shipments accepted by Purolator travel on a “no-value” basis for the purpose of claims for loss or damage (i.e., the Customer cannot increase Purolator’s liability by declaring a value for such Shipment on the face of the Bill of Lading or, in the case of Shipments prepared using an Automated Shipping System, in the designated user entry field).

### **Prohibited Articles**

Purolator will not transport any article that (i) it is prohibited by law from transporting, and (ii) is inadequately or improperly prepared for ordinary transport having regard to the nature of such article. Customers are responsible to know and comply with all applicable laws related to the tender of its Shipment. Customer shall not tender for Shipment articles that are: (i) prohibited by law; or (ii) non-compliant with applicable laws. Customer shall be liable and indemnify Purolator for: (i) any action taken; or fines or penalties assessed by any governmental agency against Purolator as a result of: (a) Purolator’s possession of prohibited or non-compliant articles; or (b) any claim by Purolator arising from the failure of Customer to comply with law or requirements of any governmental agency or with notification of an issue to Customer by such entity. Purolator shall be permitted to take all action necessary to be compliant with applicable law related to such articles including, but not limited to, refusing acceptance of such Shipment tendered or requiring Customer to take immediate possession of such articles.

### **Courier Shipments within Canada**

Purolator will not accept the following articles for carriage as Courier Shipments within Canada, unless the Customer has received prior written approval from Purolator as evidenced by a duly executed Services Pricing Agreement or other written record setting out the pre-approved article(s) to be transported:

- (i) Human or animal remains, corpses, organs, embryos, body parts, whether cremated or disinterred or in any other form.
- (ii) Animals, birds or insects.
- (iii) Live plants and cut flowers.
- (iv) Currency (including cash or coins) or other securities negotiable without endorsement such as bearer bonds,

gift certificates, bank draft, etc. The above still provides exceptions if the Customer has received prior written approval from Purolator including through a Services Pricing Agreement or other written record setting out the pre-approved article to be transported. For instance, Purolator’s ExpressCheque service, sets out explicitly in writing in the Terms and Conditions that bank drafts can be used by Account Customers.

- (v) Fish, seafood, or meat (fresh or frozen).
- (vi) Tobacco or alcohol, inter-provincial/state (i.e., across provincial/state boundaries).
- (vii) Cannabis or products derived from cannabis which may contain cannabinoids.
- (viii) Firearms or weapons of any kind (including parts thereof).
- (ix) Dangerous Goods that are classified as “acceptable only with prior approval by Purolator” and “not acceptable” (see “Purolator Specialized Services – Dangerous Goods [Hazardous Materials]”).
- (x) Drugs prohibited by law.

### **Freight Shipments within Canada**

In addition to those listed above in “Prohibited Articles – Courier Shipments within Canada”, the following articles will not be accepted as Freight Shipments within Canada, unless the Customer has received prior written approval from Purolator as evidenced by a duly executed Services Pricing Agreement or other written record setting out the pre-approved article(s) to be transported:

- (i) Antiques, or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, and glassware.
- (ii) Precious metals.
- (iii) Jewelry, other than costume or novelty jewelry.
- (iv) Artwork, including any work created or developed by the application of skill, taste or creative talent, for sale, display or collection. This includes, but is not

limited to, items and/or parts such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture, collector's' items, customized or personalized musical instruments.

- (v) Shipments containing articles of extraordinary value, in Purolator's sole judgment.

## Shipments to Canada from (or from Canada to) the U.S. or Rest of World

In addition to those listed above in "Prohibited Articles – Courier Shipments within Canada," the following articles will not be accepted for carriage to Canada from (or from Canada to) the U.S. and the rest of the world:

- (i) Animal products (non-domesticated).
- (ii) Gem stones, industrial diamonds and unset precious stones.
- (iii) Ivory.
- (iv) Personal effects and unaccompanied baggage shipped to any country, except the United States.
- (v) Any Piece having a value of more than \$50,000.
- (vi) Tobacco products including any component, part, or accessory of a tobacco product; the term includes, without limitation, e-cigarettes, ehookah, e-cigars, vape pens, advanced refillable personal vaporizers, and electronic pipes.
- (vii) Any Shipment that, in Purolator's judgment, could cause loss, damage or delay to equipment, personnel or other Shipments.
- (viii) Other prohibited articles that vary by country. Please contact Purolator for details.

The following articles will not be accepted for carriage to or from the U.S. and the rest of the world, unless the Customer has received prior written approval from Purolator as evidenced by a duly executed Services Pricing Agreement or other written record setting out the pre-approved article(s) to be transported:

- (i) Biological Substances Category B (except when shipped via Purolator Express Services from Canada to the U.S.).
- (ii) Dangerous Goods (see "Purolator Specialized Services – Dangerous Goods [Hazardous Materials]").
- (iii) Diagnostic specimens.
- (iv) Dry ice (except when shipped via Purolator Express Services from Canada to the U.S.).
- (v) Furs.

For any Shipments requiring Purolator's pre-approval, unless otherwise specified, the Customer cannot declare a value for any such articles, and any Shipment containing articles requiring Purolator's pre-approval will travel at the Shipper's risk, including without limitation for loss, damage, delay, misdelivery or failure to deliver such Shipment. Please contact Purolator for details. In the event that Purolator unknowingly transports a "Prohibited" article, Purolator will assume no liability whatsoever in respect of the loss, damage, delay, misdelivery or failure to deliver such Shipment. In all other circumstances, Purolator's maximum liability will be as described in these Terms and Conditions (see "Liability of Purolator – Maximum Liability").

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## Shipment Acceptance Policy

The contents of a Shipment must be held firmly in place by the interior (internal) packaging system. Interior packaging must surround the article and prevent movement within the carton to protect carton contents from normal external forces, including pressure exerted by stacking other Shipments on top of it. Sufficient internal packaging is especially important for lightweight and/or fragile Shipments (see "Purolator [Packaging Guide](#)"). Shipments not packaged in accordance with Purolator's shipment acceptance policy will travel at the Shipper's risk (see "Tendering Shipments to Purolator – At Shipper's Risk").

## Packaging Requirements

### Courier Shipments

Shipments must be properly packaged to ensure safe transportation in accordance with Purolator's ordinary care in handling of Courier Shipments. Plastic casing, aluminum casing or other types of external casing or packaging, the exterior of which may be damaged while travelling via Purolator's courier distribution system, should be protected by outer packaging.

#### 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, tears, rips or corner damage, each of which reduces the carton's structural integrity.

#### Defect-Free Carton Closure

Masking or cellophane tapes do not supply the strength necessary to secure Shipments travelling through Purolator's distribution and sorting system. The minimum acceptable tape is 2" (approx. 5 cm) wide for pressure-sensitive plastic tape. Water-activated or reinforced paper tape is not recommended. The use of string, rope, plastic straps or elastic bands on the outside of a Shipment is prohibited, as is the use of gift wrap or brown postal paper on the exterior of any Shipment.

#### Strength of Carton

The strength of the corrugated carton is a critical factor in a Shipment's ability to withstand the normal rigours of parcel handling and carriage. The carton's class stamp, printed on the bottom of the carton, designates the maximum allowable content weight and is shown as the last number at the bottom of the stamp. The weight of packaging and contents must not exceed 50% of this value.

#### Cans and Pails

Lid clips or lock rings must be used on all sizes of paint cans. Locking lids must be used on all sizes of pails.

#### Pallets and Stretch Wrap

Any bulk Courier Shipments may be required to be secured to one or more pallets with stretch wrap.

## Freight Shipments

All Pieces in a Freight Shipment must be tendered to Purolator secured to one or more pallets with stretch wrap. Notwithstanding the above, a Freight Shipment secured to a skid with stretch wrap, without Pieces encased in a suitable shipping container, will travel at the Shipper's risk (see "Tendering Shipments to Purolator – At Shipper's Risk"). Pallets must be free of damage or defect. Articles secured to a pallet should not hang over the edge of the pallet and there should be no space between articles on a pallet.

Freight Shipments containing Pieces which, due to their bulk, length, width or height, cannot be safely stowed within a trailer, container or on a pallet, will not be accepted by Purolator for carriage.

## Size Limitations

### Courier Shipments within and to Canada

The following size limitations apply to all Courier Shipments travelling within and to Canada:

- Purolator Express Shipments travelling via Purolator's air network (whether in whole or in part):
  - Maximum length: 96" (approx. 244 cm)
  - Maximum size\*: 144" (approx. 366 cm)
  - Maximum weight per Piece: 150 lbs (approx. 68 kg)
  - Maximum weight per Shipment: Unlimited
- Purolator Ground Shipments and Purolator Express Shipments not travelling via Purolator's air network:
  - Maximum length: 108" (approx. 274 cm)
  - Maximum size\*: 165" (approx. 419 cm)
  - Maximum weight per Piece: 150 lbs (approx. 68 kg)
  - Maximum weight per Shipment: Unlimited

### Courier Shipments from Canada

The following size limitations apply to all Courier Shipments travelling from Canada:

- Maximum length: 108" (approx. 274 cm)
- Maximum size\*: 165" (approx. 419 cm)
- Maximum weight per Piece: 150 lbs (approx. 68 kg)
- Maximum weight per Shipment: Unlimited

For all origins and destinations, Special Handling charges may apply (see "Purolator Specialized Services – Special Handling"). For Courier Shipments, where agents or

\* Maximum size is calculated as follows: length + (2 x height) + (2 x width).

subcontractors are used, more restrictive size and weight limitations than those set out above may apply. Please contact Purolator for details.

## Freight Shipments

The following size limitations and conditions apply to all palletized Freight Shipments:

**Maximum weight:**

- 3,000 lbs per pallet (where Shipment requires tailgate, as determined by Purolator).
- 4,500 lbs per pallet (where Shipment does not require tailgate, as determined by Purolator).

**Maximum height:**

- 8 feet (or 96") per pallet.

**Maximum width:**

- 4.5 feet (or 54") per pallet.

**Maximum length:**

- 6 feet (or 72") per pallet (where Shipment requires tailgate, as determined by Purolator).
- 8 feet (or 96") per pallet (where Shipment does not require tailgate, as determined by Purolator).

If a Freight Shipment cannot be stacked, or has a height of 5 feet (60 inches) or more, or cannot be placed alongside another Freight Shipment in the trailer, it will be ascribed a height or width of 8 feet (96 inches).

Any Freight Shipment that occupies the length of 10 feet or more of the trailer space will be ascribed a weight of 1,000 lbs per linear foot.

Any Customer seeking to tender a Freight Shipment that exceeds any one or more size limitation and/or condition must obtain Purolator's pre-approval, and such shipment may travel by an agent or subcontractor with increased transit time and is subject to an additional cost for which Customer is responsible. Please contact Purolator for details. A Freight Shipment exceeding any one or more size limitation and/or condition that enters Purolator's freight distribution network without Purolator's pre-approval may be stopped at any point and Purolator may contact the Customer to quote the additional charges and conditions for service (including use of agents or subcontractors), arrange for return of the Shipment to the Customer at the Customer's full expense and/or service the Shipment (using an agent or subcontractor) at an additional charge for which

the Customer is responsible.

## Unpackaged Articles

Unpackaged articles (i.e., articles that are not protected by a rigid shipping container such as a corrugated box, plastic tote, wooden crate or stretch wrapped to a skid) are subject to Special Handling charges and are only accepted for carriage once Purolator is satisfied that such articles do not pose any hazard to Purolator staff, equipment and other Shipments.

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## Delivery of Shipments

### Delivery

Purolator will, directly or indirectly, effect delivery of a Shipment by any of the following non-exhaustive means: (i) delivery to the address or location on the Bill of Lading, including any location-mandated or requested locker or retrieval points, (ii) delivery to a Purolator authorized shipping agent location, (iii) delivery in accordance with a consignee's instructions, (iv) delivery to an alternative address or location, including but not limited to any mobile locations or location-mandated or requested locker or retrieval points, or (v) delivery via in-person pickup at an authorized Purolator location. Notwithstanding the effected means of delivery of a Shipment, Purolator's liability shall at all times be limited in accordance with Purolator's maximum liability described in these Terms and Conditions (see "Liability of Purolator – Maximum Liability").

Purolator is not required to deliver the Shipment to any particular person, points of entry or location, whether or not specifically identified on the Bill of Lading. The Receiver of any Shipment is deemed to appoint the individual who accepts or signs for the Receiver's Shipment on delivery as the Receiver's agent to accept delivery on the Receiver's behalf. Purolator reserves the right to withhold delivery of a Shipment and/or return a Shipment to the Shipper (at the Shipper's expense) if a proof of delivery signature, including any alternative proof of signature, or in the case of an ASR Shipment, Proof of Age, cannot be obtained from the individual present to receive the Shipment from Purolator.

If Purolator is unable to complete delivery of a Courier Shipment (after at least one attempt), a notice of delivery

will be left at the delivery address setting out instructions for the Receiver to pickup the Shipment. In the case of a Freight Shipment, if Purolator is unable to complete delivery on the first attempt, the Shipment will be returned to the applicable Purolator facility and Purolator will contact the Shipper for further instructions. If a Freight Shipment is returned to the Shipper, such return will be at the Shipper's expense. In the case of a Purolator Same Day Shipment, if Purolator is unable to complete delivery on the first attempt, Purolator will contact the Shipper for further instructions and, if the Shipper cannot be reached, the Shipment will be returned to the Shipper at the Shipper's expense.

### **Right of Detention and Lien**

Any Shipment (and documents relating to the Shipment) shall be subject to a particular and or general lien and right of detention for monies owing either in respect of such Shipment, or for any particular or general balance or other monies owed to Purolator, whether past due or not, by the Shipper, Receiver or owner of the Shipment. Purolator shall provide the Shipper with notice of the detention of the Shipment by any means of communication reasonable in the circumstances. If the monies owed remain unpaid for thirty (30) calendar days after Purolator has provided the Shipper with notice under this section, the Shipment may be sold by private contract or otherwise at Purolator's sole discretion, and the net proceeds of such sale applied to the balance owed. Purolator will not be liable for any deficiencies or reduction in value received on the sale of the Shipment nor will the Shipper be relieved from liability merely because the Shipment goods have been sold.

### **Driver Release for Shipments to the U.S. and Rest of World**

At the discretion of Purolator's authorized agent, a Shipment destined for delivery in the U.S. or the rest of the world may be left at a private residence without obtaining a signature. If a signature is required for a Shipment or, if Purolator's agent is otherwise unable to "release" a Shipment, it may be delivered to a neighbouring address and Purolator's agent will obtain a signature from the neighbour when completing an indirect delivery. The Shipper and the Receiver release and indemnify Purolator, on a joint and several basis, from and against any claims or liabilities resulting from an authorized agent driver's release of such Shipment.

### **Undeliverable Shipments**

For Shipments that cannot be delivered for any reason, including, without limitation, errors or omissions on the Bill of Lading, refusal by the Receiver, failure of the

Receiver to provide Proof of Age for an ASR shipment, or failure of the Receiver to pick up a Shipment being held for pickup, Purolator may return such Shipment(s) to the Shipper at the Shipper's expense. The Shipper will be invoiced for the original delivery charge, as well as the return delivery.

In the event of an undeliverable Shipment the Shipment shall be returned to the Shipper and shall be subject to all applicable charges including, but not limited to the Signature Required charge. For Shipments that cannot be delivered or returned for any reason, title to the Shipment(s) will pass to Purolator and such Shipment(s) may be disposed of at Purolator's sole discretion and at any location:

- (i) In the case of Shipments consisting of general articles, where such articles have been in Purolator's possession for 120 days or more.
- (ii) In the case of Shipments consisting of perishable articles, where such articles have been in Purolator's possession for 30 days or more.

The Shipper shall pay any costs incurred and indemnify Purolator for any damages in respect of the foregoing. For greater certainty, Purolator's maximum liability in respect of any Shipments disposed of will be the maximum liability stated in these Terms and Conditions under "Liability of Purolator – Maximum Liability".

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## **Billing, Credit, Payment, Late Payment and Security**

### **Terms of Payment**

Notwithstanding any other term in these Terms and Conditions, Purolator reserves the right, at its sole discretion, to (i) grant terms of payment (i.e., the number of calendar days between the date of an invoice issued by Purolator and when payment must be received by Purolator) to any Customer, including Account Customer, and (ii) where legally permitted, but excluding any conflicting terms of a Services Pricing Agreement, revoke, modify or amend any granted terms of payment to any Customer, for any reason, including, but not limited to,

late, incomplete or non-payment in accordance with granted terms of payment or where Purolator has reason, as it determines, to be concerned about the Customer's continued creditworthy status or timely and complete payment ability. Should Purolator elect to revoke, modify or amend granted terms of payment, Customer will be required to immediately pay outstanding balances and comply with any alternative payment arrangements established by Purolator, at its sole discretion, to address past-due balances and/or payment for future services, as a condition of continued use of Purolator's services.

A Non-Account Customer is required to pay for Purolator services at the time such services are requested or, if Purolator invoices the Customer, in accordance with the terms of the applicable invoice. A Non-Account Customer is not permitted to pay for Purolator services by cheque and this form of payment will be rejected. An Account Customer who has been granted terms of payment and remains in good standing is required to pay for Purolator services within 14 calendar days from the date of the invoice, in accordance with their Services Pricing Agreement or a shorter period prescribed by Purolator or law. Please refer to the Purolator Billing Centre at purolator.com for methods of payment. Unless otherwise noted by Purolator, all invoices, bills and other statements of account to a Customer regarding amounts owed by the Customer, is denominated in Canadian currency.

A Customer with any account number(s) that is not in good standing, including where payment has not been submitted to Purolator in full within granted terms of payment shall immediately, with or without notice from Purolator, submit all outstanding amounts to Purolator, failing which Purolator reserves the right to take any action against the Customer, without recourse against Purolator, including, but not limited to, charging late payment fees, terminating, suspending and/or modifying service(s) and/or stopping and holding any Shipment in transit until payment arrangements are made and the Customer's payment status returns to good standing. Any Shipment held or impacted, in relation to Customer payment issues, will not be eligible for service guarantees.

### **Credit Privileges**

Notwithstanding any other term in these Terms and Conditions, Purolator reserves the right, at its sole discretion, to (i) grant a maximum level of credit to an Account Customer, that Purolator determines is creditworthy, and

(ii) where legally permitted, but excluding any conflicting terms of a Services Pricing Agreement, revoke, modify or amend any granted level of credit to a Customer, for any reason, including, but not limited to, Customer surpassing granted level of credit, late, incomplete or non-payment in accordance with granted terms of payment or where Purolator has reason, as it determines, to be concerned about the Customer's continued creditworthy status.

As a condition of granting any level of credit to an Account Customer, Purolator reserves the right to require Customers to provide current financial information, as requested by Purolator, for review.

A Customer that has surpassed its maximum granted level of credit across any one or more account number(s) shall immediately, with or without notice from Purolator, submit payment to Purolator to return within its granted level of credit, failing which Purolator reserves the right to take any action against the Customer, without recourse against Purolator, including, but not limited to, terminating, suspending and/or modifying service(s) and/or stopping and holding any Shipment in transit until payment arrangements are made and the Customer's credit status is corrected. Any Shipment held or impacted, in relation to Customer credit issues, will not be eligible for service guarantees.

If Purolator elects to revoke or adjust any granted level of credit, Customer will be required to immediately submit payment as necessary to fit within the granted level of credit, and comply with any alternative payment arrangements established by Purolator, at its sole discretion, as a condition of continued use of Purolator's services. Purolator may elect to increase, decrease, restore or refuse to restore granted levels of credit at its sole discretion.

### **Recourse**

Purolator reserves the right, at its sole discretion, to apply payments made by a Customer to any unpaid invoiced charges issued to the Customer's account. Customers may not deduct the amounts of any pending claims, or any other alleged funds owing (including under separate contractual relationships) from any monies owed to Purolator.

Customer agrees to be responsible for all reasonable costs incurred by Purolator in obtaining, or attempting to obtain, payment for services rendered, including, but not limited to, legal fees, collection fees, interest and court costs.

## Late Payment Charges

In the event that Customer fails to pay invoiced charges in full when due, Purolator is entitled to charge, at its sole discretion, a late payment charge equal to six percent (6%) of the total past due balance (including, without limitation, any previously assessed but unpaid late payment charges), and/or an administrative late payment charge on the total past due balance. Any such late payment charges will appear on your Purolator invoice(s). Any such late payment charge is in addition to any legal rights and remedies available to Purolator. A Customer is solely responsible for all past due amounts due across all of their Purolator accounts.

## Security

As a condition of granting a level of credit to any Customer (including current or prospective domestic or international customers), in addition to requested financial information, Purolator reserves the right to require Customers to agree to bank draft arrangements for payment on account, provide a security deposit, execute a security agreement or provide a letter of credit from an acceptable financial institution.

In accordance with applicable law, Purolator may elect to enter into a security arrangement as a condition for provision of services to any Customer undergoing, or who has experienced, bankruptcy, insolvency or granted protection.

## Non-Sufficient Funds (“NSF”) Charges

Purolator, at its sole discretion, may charge additional fees to Customer resulting from any NSF cheques.

## Shipper Payment Guarantee

When (i) the Receiver, on a collect Shipment (see “Collect”), who is not a pre-existing account holder, or (ii) a third party, on a third-party Shipment (see “Third-Party Billing”) refuses to pay Purolator, Purolator’s designated customs broker or the Shipper’s own customs broker, as applicable, the Shipper shall pay Purolator (or Purolator’s designated customs broker, or the Shipper’s own customs broker, when and as applicable) the Service Rate and all Additional Charges (including, without limitation, all Taxes and Customs Clearance Charges).

Where a Shipment is undeliverable (including where the Receiver is unable to accept delivery of the Shipment for any reason), the Shipper shall pay all charges incurred in the delivery attempt and the return of such Shipment to the

Shipper (including, without limitation, all Taxes and Customs Clearance Charges).

## Invoice Discrepancies

Customers should call the number on their invoice to report discrepancies. Except for refund requests related to (i) delivery service guarantees (see “Refunds for Purolator Service Guarantees”) and/or (ii) Signature Required (Residential) charges (see “Signature Required/Signature Not Required (SNR”), each of which must be brought to Purolator’s attention within 15 days of Purolator’s acceptance of a Shipment for carriage, any invoice/billing discrepancy must be brought to Purolator’s attention within 90 days of the date of the invoice, after which time such invoiced charges will be deemed accepted by the Customer. In the event that Purolator is requested to respond to any invoicing discrepancy (including, but not limited to Service Guarantee failures) initiated by (i) Customer; or (ii) any third party on behalf of Customer, Purolator reserves the right to charge Customer an administrative fee in cases where Purolator determines that disputed charges were correctly charged as originally invoiced. Please see Purolator’s published list rates at purolator.com for further details.

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# Liability of Purolator

## Maximum Liability

THE AMOUNT OF ANY LOSS OR DAMAGE FOR WHICH PUROLATOR 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 C\$2.00 PER LB (C\$4.41 PER kg) COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT, UNLESS A VALUE (FOR PUROLATOR LIABILITY PURPOSES) IS DECLARED IN THE APPROPRIATE BOX ON THE FACE OF THE BILL OF LADING OR, IN THE CASE OF SHIPMENTS PREPARED VIA AN AUTOMATED SHIPPING SYSTEM, IN THE APPROPRIATE USER ENTRY FIELD, AND THE APPLICABLE SURCHARGE IS PAID, IN WHICH CASE PUROLATOR’S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF THE DECLARED VALUE. THE MAXIMUM VALUE THAT MAY BE DECLARED (FOR PUROLATOR LIABILITY PURPOSES) IN



RESPECT OF ANY: (I) COURIER SHIPMENT IS C\$5,000.00 (AND THE PORTION OF ANY DECLARED VALUE IN EXCESS OF C\$5,000.00 IS VOID AND OF NO FORCE OR EFFECT); AND (II) FREIGHT SHIPMENT IS C\$25,000.00 (AND THE PORTION OF ANY DECLARED VALUE IN EXCESS OF C\$25,000.00 IS VOID AND OF NO FORCE OR EFFECT). OTHER LIMITATIONS ON LIABILITY MAY APPLY IF THE SHIPMENT IS GOVERNED BY THE CONVENTION (SEE "APPLICABLE LAW"). THE CUSTOMER AGREES AS A SPECIAL AGREEMENT WITH RESPECT TO ALL SHIPMENTS THAT, REGARDLESS OF WHETHER OR NOT THE CONVENTION APPLIES AND NOTWITHSTANDING ANY DISCLOSURE OF THE NATURE OR VALUE OF THE GOODS, 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 GOODS AND/OR MISDELIVERY, FAILURE TO DELIVER OR DELAY IN DELIVERY OF THE GOODS, FOR WHICH PUROLATOR 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 PUROLATOR SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL PUROLATOR BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES.

### **Delay**

Purolator is not responsible for the consequences (direct or indirect) of a failure to deliver a Shipment by a stipulated time. Upon request, Purolator will, at its option, refund or credit a Customer (payer) if a guaranteed Shipment is not delivered in accordance with the applicable service guarantee (see "Service Guarantees").

### **Events Beyond Purolator's Control**

Purolator is under no obligation to refund or credit a Customer (payer) for any transportation charges, or for any loss, damage, delay, non-delivery, misdelivery or failure to perform, caused by events beyond Purolator's control, including, but not limited to, any act, default or omission of the Shipper, owner, Receiver or any party having an interest in the Shipment, defects or inherent vice in the Shipment, inadequate or incorrect markings or address on the Bill of Lading, acts of God, perils of the air, weather conditions, mechanical delays, disruptions in air or ground transportation networks, acts of public enemies, public

health crises, quarantine, war, strikes or other labour disruptions (of any entity including vendors, suppliers or customers), terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority, customs clearance delays, import/export documentation deficiencies or Shipments requiring extraordinary handling, documentation or routing.

### **Loss of Personal Information**

Purolator's liability for loss of personal information (i.e., information about an identifiable individual) contained in or displayed on any Shipment is limited in accordance with the limitations on Purolator's liability contained in these Terms and Conditions (see "Maximum Liability"). For Shipments that are carried for Customers that are not individuals, each such Customer acknowledges that Purolator is a third-party processor and that such Customers shall have the sole responsibility for, collecting personal information and sharing it with Purolator in compliance with privacy law and best practices, including, but not limited to, obtaining meaningful and informed consent as required, assessing harm, notifying and reporting any resulting loss of personal information to any privacy authority or impacted person or entity.

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## **Claims**

### **Claims for Loss or Damage to Shipments**

Purolator will not process any claim for loss of or damage to any Shipment unless notice thereof setting out the particulars of the origin, destination, parcel identification number (PIN), date of Shipment and the estimated amount claimed in respect of such loss or damage is given to Purolator in writing within the time limits set out below, failing which Purolator will have no liability in respect of the Shipment; however, where the Convention applies, different time limits may be applicable. Purolator may also require supporting documentation in order to assess a claim. Such documentation may include original purchase invoices, appraisals, estimates for repair, or other records. Failure to submit the necessary supporting documentation (at Purolator's sole discretion) may result in the claim

being denied. In order to process a claim, Purolator must have a record of scanning activity for the Shipment indicating that it has actually been inducted into the Purolator distribution network (whether courier or freight). Purolator will not pay a claim for loss of or damage to any Shipment unless all applicable transportation charges in respect of such Shipment have been paid.

Type of Shipment	Type of Damage/Loss		
	Concealed damage	Damage evident upon delivery	Loss/Failure to deliver
All (except Freight Shipments and International Air Shipments)	21 days from delivery	60 days from delivery	9 months from date of shipment
Freight Shipments	2 business days from delivery	60 days from delivery	9 months from date of shipment
International Air Shipments	14 days from delivery	14 days from delivery	90 days from date of shipment

In cases where the Convention does not apply, the final statement of claim must be filed within nine (9) months from the date of shipment, together with a copy of the Bill of Lading. The right to damages of any kind against Purolator (regardless of whether the Convention applies) will be extinguished unless an action is brought within two (2) years from the date on which the Shipment should have been delivered, or from the date on which carriage stopped. Excluding refund requests made in respect of Purolator's service guarantees, all claims must be submitted in writing with the Bill of Lading number (or PIN) and supporting documentation to:

**Purolator Inc.**  
**National Claims Department**  
**140 Champlain St., Dieppe, New Brunswick E1A 1N8**  
**E-mail: [claims@purolator.com](mailto:claims@purolator.com)**  
**Facsimile: 1-800-447-6933**

Please contact Purolator for further information about filing a claim and the supporting documentation required.

### Damage Inspections

Purolator retains the right to inspect any Shipment that is the subject of a damage claim. The Customer, or Receiver to whom the Shipment was delivered, shall ensure that the Shipment is not moved from the delivery location until either the earlier of when an inspection is completed by Purolator or 30 days has elapsed from the date Purolator

requests to inspect the Shipment. Failure to retain the Shipment and packaging for inspection may result in the claim being denied.

### Valuation of Claim for Loss or Damage

Regardless of the weight of the Shipment Purolator's maximum liability for loss of, or damage to, a Shipment will not exceed the lesser of (a) Purolator's maximum liability set out in these Terms and Conditions; (b) the actual market value of the article(s) at the time the claim is assessed by Purolator; (c) the original cost of the article(s) to the claimant; and (d) the cost of repairing the article(s) at the time the claim is assessed by Purolator.

In the event that a Customer has declared a value on the Bill of Lading, Purolator's maximum liability for loss of, or damage to, a Shipment shall not exceed the lesser of (a) the declared value of the Shipment up to the maximum amount that may be declared as set out in these Terms and Conditions; (b) the actual market value of the article(s) at the time the claim is assessed by Purolator; (c) the original cost of the article(s) to the claimant; and (d) the cost of repairing the article(s) at the time the claim is assessed by Purolator. In no event shall Purolator pay a claim for a declared value that exceeds the actual value of the lost or damaged Shipment (including the article(s) therein) or the cost of repairing the article(s), each at the time the claim is assessed by Purolator.

### Applicable Law

The contract for the carriage of articles contained in the Bill of Lading shall be deemed to include, and be subject to, any prescribed conditions of carriage required by the law of the jurisdiction where the Shipment originates. The foregoing applies notwithstanding any "Governing Law" provision contained in any Services Pricing Agreement. To the extent that any provision contained, or referred to, in these Terms and Conditions or a Bill of Lading is invalid or unenforceable at law, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision so contained or referred to. If the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention may apply and limit Purolator's liability in respect of loss of, damage to or delay of the Shipment.



## Contact Us

### Phone

#### General Inquiries

1 888 SHIP-123 or 1 888 744-7123

#### Telecommunications Device for the Hearing Impaired

1 800 561-7876

#### Purolator Freight Inquiries

1 888 302-8819

### E-mail

[custserv@purolator.com](mailto:custserv@purolator.com)

### Live Chat

[purolator.com](http://purolator.com)

### Twitter

@PurolatorHelp

### Mail

Purolator Inc.  
Corporate Office  
2727 Meadowpine Blvd.  
Mississauga, ON L5N 0E1  
Canada

### Confidential Submissions

To anonymously report improper, unethical or illegal conduct without fear of reprisal, visit [ClearView Connects](#), a third party platform pursuant to Purolator's [Confidential Submissions Policy](#).

# Purolator Inc.

Corporate Office

2727 Meadowpine Blvd.

Mississauga, ON L5N 0E1

Canada

[purolator.com](https://www.purolator.com)

1 888 SHIP-123 (1 888 744-7123)

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