



Purolator Terms and Conditions of Service

Summary of updates

Purolator is updating its Terms and Conditions of Service ("Terms and Conditions"). The updated Terms and Conditions will be effective April 1, 2024, and published on www.purolator.com. This document summarizes material updates. Please consult the published version of the Terms and Conditions on April 1, 2024, for all updates.

1. Purolator Returns™ Services

Original – page 5

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

Amended

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

- 50 lbs or less. At select access points Purolator may, at its discretion, agree to accept a Purolator Return Courier Shipment greater than this weight limit.
- Not require any Special Handling. At select access points Purolator may, at its discretion, agree to accept a Purolator Return Courier Shipment that requires Special Handling service.

2. Purolator Specialized Services

Dangerous Goods (Hazardous Materials)

Original – page 11

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 – 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. 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.

Amended

Purolator may accept Shipments containing certain Dangerous Goods (Hazardous Materials) for carriage provided that such Dangerous Goods Shipment is tendered by a Shipper (that is approved in advance by Purolator) in accordance with these Terms and Conditions, and all applicable laws including, without limitation, the Canadian Transportation of Dangerous Goods Act, 1992 (S.C. 1992, c. 34) ("TDGA") and the Transportation of Dangerous Goods Regulations (SOR/2001-286) ("TDGR"), and the ICAO Technical Instructions, in addition to any applicable International Air Transport Association (IATA) guidelines or requirements. "Dangerous Goods" is as described in the TDGA and TDGR. Purolator reserves the right to refuse to accept or carry Shipments, containing Dangerous Goods, not in compliance to these Terms and Conditions. In addition, if Purolator determines, at any time, that a Shipment containing Dangerous Goods may cause damage or delay to its network, other Shipments, goods or persons, Purolator may refuse to accept, carry or continue to carry the relevant Shipment. Non-Account Customers are not entitled to tender Shipments containing Dangerous Goods to Purolator. 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.

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").

3. Tendering Dangerous Goods Shipments

Original – page 12

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:

- (iii) 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;

Amended

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

- (i) Be pre-approved by Purolator to ship Dangerous Goods. This pre-approval applies to Dangerous Goods including those that may be exempt under the TDGR;
- (ii) Declare all Dangerous Goods Pieces separately from general or other cargo;
- (iii) Declare/identify the appropriate Dangerous Goods option on Bill of Lading generated using an Automated Shipping System, and provide all statements required by applicable laws in the Bill of Lading;

Purolator will determine if a Shipper meets the requirements for approval to tender Shipments containing Dangerous Goods. Purolator may assess any Customer, including existing Customers, at any time, to determine if the Customer meets qualifications to obtain or maintain approved status to tender Dangerous Goods. Purolator reserves the right to revoke approval to tender Shipments containing Dangerous Goods from any Customer who is non-compliant or remains in non-compliance with these Terms and Conditions and applicable laws regulating Dangerous Goods. For more information on becoming an approved shipper, please contact Purolator.

4. Dangerous Goods Shipments within Canada Original – page 13

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

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

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

Amended

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

Restricted	
Class	Description
1	Explosives – other than those Divisions and specific UN numbers in the Acceptable table above
5.2	Organic Peroxides

The only TDGR exemption that Purolator permitted for travel as a Freight Shipment is Limited Quantity Dangerous Goods. A Dangerous Goods Freight Shipment tendered on a pallet must visibly display all required markings and labels on each Piece. Purolator reserves the right to remove any stretch wrap used to secure any Freight Shipment or Piece on the pallet to verify compliance to all regulatory requirements.

5. Dangerous Goods Shipments from Canada to (or to Canada from) the U.S. Original – page 13

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.

Amended

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 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.

6. Dangerous Goods Shipments from Canada to (or to Canada from) Rest of World

Original – page 13

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.

Amended

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.

7. Chain of Signature (COS)

Original – page 13

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.

Amended

Purolator's COS service may be used to effect the transportation of certain controlled drugs, firearms, Government assets, and cannabis within Canada. As COS Shipments travel through Purolator's distribution and sorting system, Purolator employees scan the COS Bill of Lading at each point through the system. Only pre-authorized Customers vetted and approved by an authorized Purolator Loss Prevention specialist may send COS Shipments. In addition, Shippers must identify COS Shipments to Purolator before they are tendered to Purolator. 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.

8. Return Services – page 15

This section has been removed.

9. Saturday Service

Original – page 16

- (ii) Purolator will not accept the following Courier Shipments for Saturday Service:
 - a. Dangerous Goods Shipments (Purolator Specialized Services – Dangerous Goods [Hazardous Materials])

Amended

- (ii) Purolator will not accept the following Courier Shipments for Saturday Service:
 - a. Dangerous Goods Shipments (Purolator Specialized Services – Dangerous Goods [Hazardous Materials]) that are picked up on Saturday.

10. Adult Signature Required (ASR)

Original – page 17

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.

Amended

ASR service is not available for international shipments inbound into Canada or outbound from Canada, Freight services, Chain of Signature service, ExpressCheque service, return services, or where a Shipper has elected for O-SNR service.

11. Special Handling

Original – page 17

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").

Amended

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 to the shipping charge, including, without limitation, if the Shipment falls within the following categories:

- (i) Additional Handling, which includes but is not limited to:
 - a. Shipments not fully encased in an outer shipping container;

- b. Any Shipment encased in outer shipping container not made of corrugated cardboard, including but not limited to canvas, leather, metal, wood, hard plastic, soft plastic (e.g., plastic bag) or expanded polystyrene foam (e.g., Styrofoam);
- c. Any Shipment bound with metal, wood, leather, plastic or cloth banding, or has wheels, casters, handles or straps (including Shipments where the outer surface area is loosely wrapped or where the contents protrude outside the surface area);
- d. Shipments encased in an outer shipping container covered in part or whole by shrink wrap or shrink stretch;
- e. Any cylindrical-like or irregular-shaped items, including but not limited to duffle bags, mailing tubes, barrels, drums, cans, buckets, pails, or tires;
- f. Shipments encased in a soft sided pack (e.g., courier packs, poly bag or poly mailer) that exceed 18 inches along its longest side or 13 inches along its second longest side or 5 inches in height;
- g. Any Shipment routed through Purolator's irregular package sortation process as required by Purolator;
- h. 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;
- i. Any other Shipment that requires additional handling, as determined by Purolator in its reasonable discretion.

12. Administrative Charges

The following Administrative Charges are added:

Waste Disposal

An additional charge will be applied to each Piece of a Shipment where there is a release of articles containing Dangerous Goods and/or Purolator deems the Pieces(s) to have been non-compliant with the requirements set out herein regarding Dangerous Goods.

Non-Compliant Dangerous Goods

An additional charge will be applied to each Piece of a Shipment that Purolator deems non-compliant with the requirements set out herein regarding Dangerous Goods, including compliance with TDGA and/or TDGR including where Purolator actions and/or remedies the non-compliance. An additional charge will be applied where Purolator is required to contact the Customer in attempts to rectify non-compliance with the requirements set out herein regarding Dangerous Goods.

13. Rate Application

The following is added:

Minimum Charge

Each Piece comprising a Shipment, tendered to Purolator, is attributed and subject to a minimum Service Rate or charge.

14. Rate Application

Rates

Original – page 25

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”).

Amended

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”);
- 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”); and
- The minimum Service Rate or charge attributed to the Piece;

In the event the Shipment contains more than one Piece, Purolator reserves the right to invoice the Customer the greater of:

- The total Shipment weight declared by the Customer (scale or cubic [dimensional] weight);
- 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”); and
- The attributed minimum Service Rate or charge for each Piece multiplied by the number of Pieces comprising the Shipment.

15. Rate Quote

Original – page 26

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.

Amended

Any rate quoted for a Shipment is an estimate, and not a legally binding quote, 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 estimated rate quoted based on the characteristics of the Shipment actually tendered to Purolator. Customer is

responsible and liable to pay the actual charges invoices including if the actual charges are higher than the quote(s).

16. Right to Use Agents and Subcontractors

Original – page 29

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").

Amended

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 requirements than those set out herein may apply including more restrictive size and weight limitations.

17. At Shippers Risk

Courier Shipments – page 32

Section deleted:

(xvii) Controlled Substance not shipped using Purolator's COS Service

18. Prohibited Articles

Courier Shipments within Canada – page 34

Section added:

(viii) Controlled Substance not shipped using Purolator's COS service.

19. Purolator Same Day Services

Amended

All references to Same Day Services have been removed.