

AMENDMENT No. 2 to the Purolator Terms and Conditions of Service

Since publication of the Purolator Terms and Conditions of Service (in effect July 1, 2019), as amended by Amendment #1, certain amendments to said document are detailed below. Except as amended, modified or supplemented as set out herein, the Purolator Terms & Conditions (in effect July 1, 2019), as amended, shall remain in full force and effect.

Effective April 1, 2020, the Purolator Terms and Conditions of Service (in effect July 1, 2019 as amended by Amendment No. 1) is further amended as follows:

Page 6 – Purolator Same Day® In-City

ORIGINAL:

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® 30 Minute: Pickup and delivery in a half-hour.
- Purolator Same Day® 60 Minute: Pickup and delivery in an hour.
- 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.

AMENDED TO:

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.

Page 16/17 – Special Handling subsections (iv) and (v)

ORIGINAL:

(iv) Large Package: Packages that measure between 130" (approx. 330 cm) and 165" (approx. 419 cm) in total overall Piece size;

(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); and

AMENDED TO:

(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

Page 24/25 – Rate Application

ORIGINAL:

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.

AMENDED TO:

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.

Page 39 – Loss of Personal Information

ORIGINAL:

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 assessing harm, notifying and reporting any resulting loss of personal information to any privacy authority or impacted person or entity.

AMENDED TO:

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.

Page 38 – Late Payment Charges

ORIGINAL:

Late Payment Charges

In the event the Customer fails to pay an invoice in full when due, Purolator is entitled to charge, at its sole discretion, either (i) interest at the rate of 1.5% per month (with an effective rate of 19.6% per annum), on all outstanding amounts; or (ii) an administrative late payment charge applied per invoice per month, calculated as described in Purolator's published list rates available at purolator.com. This is in addition to any other legal rights and remedies available to Purolator. Account Customers are fully responsible for all outstanding amounts on their Purolator accounts.

AMENDED TO:

Late Payment Charges

In the event the Customer fails to pay an invoice in full when due, Purolator is entitled to charge, at its sole discretion, a late payment charge in the amount of five percent (5%) on the total balance outstanding of the invoice, and/or (ii) an administrative late payment charge applied per invoice per month. This charge will appear on your Purolator invoice. This charge is in addition to any legal rights and remedies available to Purolator. Account Customers are fully responsible for all outstanding amounts on their Purolator accounts.