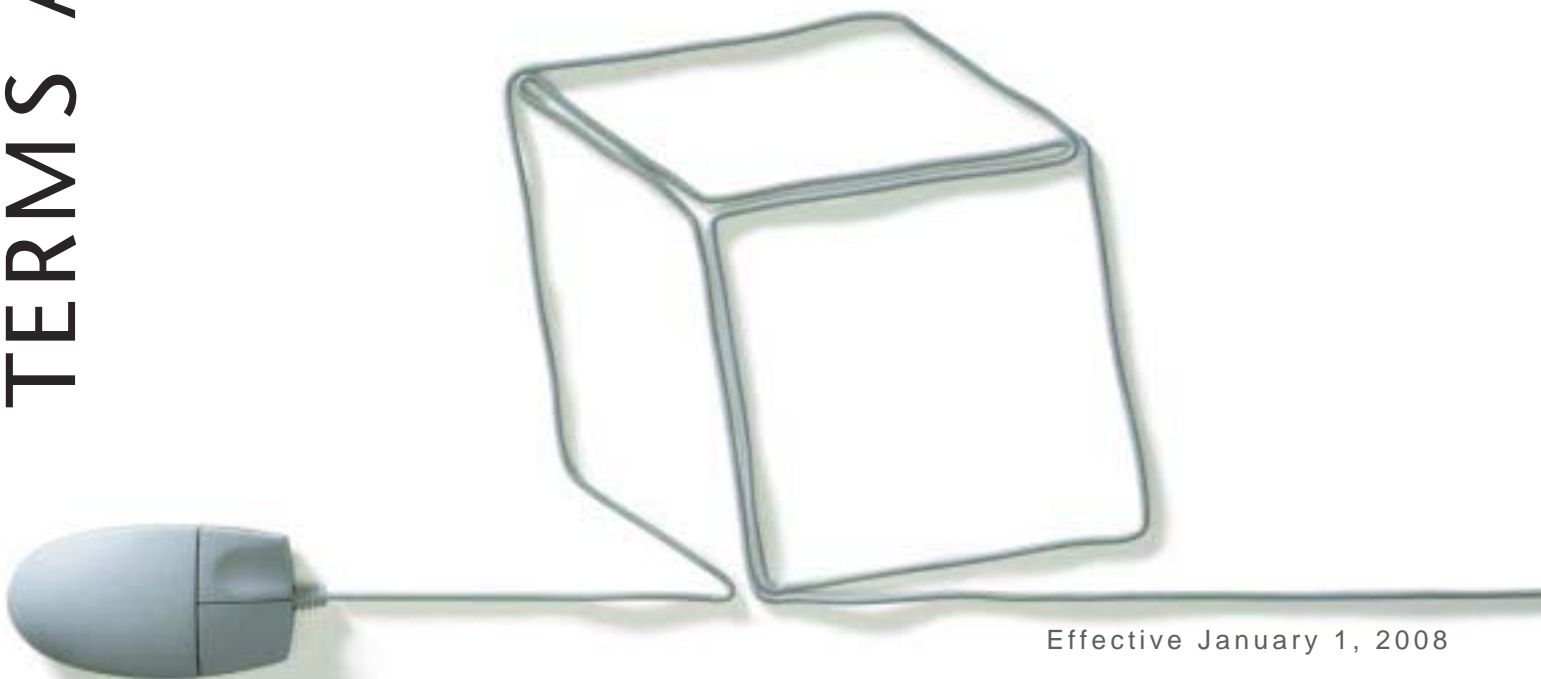


TERMS AND CONDITIONS



Effective January 1, 2008

www.purolator.com
1 888 SHIP-123


Where business is going.

PRICING ZONES

- Purolator's pricing is based on a zone-to-zone grid system.
- All of Purolator's quoted rates are based on shipments being sent FROM one of these zones TO the same zone or another zone.
- The following map and alphabetical postal code listing on the back cover have been designed to identify the FROM and TO zone for any shipment, so you can look up your specific pricing in your current contract.



LEGEND

ZONES	EXTENDED ZONES	DESCRIPTION	ZONES	EXTENDED ZONES	DESCRIPTION
BCW	3	BCVI	SO	25	SOOT
	4	BCWU		28	SOWI
	5	BCW		30	SOLO
BCE	7	BCE	31	SOU	GREATER TORONTO
BCN	11	BCN	32	SO	SOUTHERN ONTARIO
	12	ALSU	33	SOHA	HAMILTON, BURLINGTON
ALS	13	ALS	34	SOKW	KTCHENER, WATERLOO, CAMBRIDGE, GUELPH
	15	ALSE	QNW	35	QNW
ALN	14	ALN	36	QCU	MONTREAL
	17	SASU	37	QC	QUEBEC CENTRAL
SASK	18	SASK	39	QCQC	QUEBEC CITY, LEVIS
	19	SASS	QE	38	QE
MAN	21	MANU	MAR	43	MARU
	22	MAN		44	MAR
NWO	27	NWO	45	MARH	
	26	NCOU	NFLD	48	NFLD
NCO	29	NCO			

GUARANTEED SERVICES

TERMS AND CONDITIONS OF GUARANTEE



9AM SERVICE GUARANTEE

Place a 9AM STICKER on your package and Purolator will deliver it by 9:00 a.m. the next business day - or your money back.*

Purolator will refund or credit the whole of the transportation charges (excluding any declared value charges) paid by the customer (payer), upon request, if Purolator delivers customer's shipment after 9:00 a.m. on the next business day, provided the following conditions are met:

- (i) The shipment destination must be a 9AM guaranteed delivery point from the point of origin.
- (ii) The delay must not be caused by some event beyond the control of Purolator, including but not limited to, those items set out under "Events Beyond Purolator's Control".
- (iii) This guarantee applies to any qualified domestic overnight shipment, except shipments left in Purolator drop box facilities after the posted pick up time and all After Hours pick ups done after local cut-off times.



10:30AM SERVICE GUARANTEE

Place a 10:30AM STICKER on your package and Purolator will deliver it by 10:30 a.m. the next business day - or your money back.*

Purolator will refund or credit the whole of the transportation charges (excluding any declared value charges) paid by the customer (payer), upon request, if Purolator delivers customer's shipment after 10:30 a.m. on the next business day, provided the following conditions are met:

- (i) The shipment destination must be a 10:30AM guaranteed delivery point from the point of origin.
- (ii) The delay must not be caused by some event beyond the control of Purolator, including but not limited to, those items set out under "Events Beyond Purolator's Control".
- (iii) This guarantee applies to any qualified domestic overnight shipment, except shipments left in Purolator drop box facilities after the posted pick up time and all After Hours pick ups done after local cut-off times.



SATURDAY SERVICE GUARANTEE

Place a SATURDAY SERVICE STICKER on your package and a package picked up on Friday will be delivered by 5:00 p.m. Saturday, and a Saturday pick up will be delivered by 5:00 p.m. on Monday - or your money back.*

Purolator will refund or credit the whole of the transportation charges (excluding any declared value charges) paid by the customer (payer), upon request, if Purolator delivers customer's shipment (picked up on Friday) after 5:00 p.m. on Saturday, or if Purolator delivers customer's shipment (picked up on Saturday) after 5:00 p.m. on Monday, provided the following conditions are met:

- (i) The shipment destination must be a Saturday Service guaranteed delivery point from the point of origin.
- (ii) The delay must not be caused by some event beyond the control of Purolator, including but not limited to, those items set out under "Events Beyond Purolator's Control".
- (iii) This guarantee applies to any qualified domestic overnight shipment, except shipments left in Purolator drop box facilities after the posted pick up time, and all After Hours pick ups done after local cut-off times.
- (iv) Purolator will not accept Saturday Service shipments which contain Dangerous Goods or require Chain of Signature ("COS") service.
- (v) A Saturday Service shipment cannot be upgraded to a guaranteed 9AM or guaranteed 10:30AM delivery.

* Some geographic service restrictions apply. Stickers are not required for shipments tendered to Purolator with Purolator-approved electronic Bills of Lading bearing the guaranteed service logo. Please call 1 888 SHIP-123 for details. In the event of a disruption in alternative delivery services, this guarantee shall not apply until the volume of shipments tendered to Purolator returns to normal.

To request a refund or credit for transportation charges paid on guaranteed services, customers should call the telephone number on their invoice or 1 888 SHIP-123. Requests must be received by Purolator within 45 calendar days after acceptance of the shipment for carriage, failing which the guarantee shall be void.

GUARANTEED SERVICES

TERMS AND CONDITIONS OF GUARANTEE

OVERNIGHT

NEXT DAY – 5:00 PM GUARANTEE

Ship your package anywhere across Canada and Purolator will deliver it by 5:00 p.m. on the next business day - or your money back.*

Purolator will refund or credit the whole of the transportation charges (excluding any declared value charges) paid by the customer (payer), upon request, if Purolator delivers customer's overnight shipment after 5:00 p.m. on the next business day, provided the following conditions are met:

- (i) The shipment destination must be an overnight guaranteed delivery point from the point of origin.
- (ii) The delay must not be caused by some event beyond the control of Purolator, including but not limited to, those items set out under "Events Beyond Purolator's Control".
- (iii) This guarantee applies to any qualified domestic, overnight shipment, except shipments left in Purolator drop box facilities after the posted pick up time, and all After Hours pick ups done after local cut-off times.

U.S. OVERNIGHT

U.S. OVERNIGHT GUARANTEE

Ship your package to the U.S. and Purolator will deliver it on the next U.S. business day - or your money back.*

Purolator will refund or credit the whole of the transportation charges (excluding any declared value charges) paid by the customer (payer), upon request, if Purolator delivers customer's shipment after 12:00 noon or 5:00 p.m. (depending on the destination – see Purolator's service guide) on the next business day, provided the following conditions are met:

- (i) The shipment destination must be a U.S. overnight guaranteed delivery point from the point of origin.
- (ii) The delay must not be caused by some event beyond the control of Purolator, including but not limited to, those items set out under "Events Beyond Purolator's Control".
- (iii) This guarantee applies to any qualified overnight shipment from Canada to the U.S., except shipments left in Purolator drop box facilities after the posted pick up time, and all After Hours pick ups done after local cut-off times.

* Some geographic service restrictions apply. Stickers are not required for shipments tendered to Purolator with Purolator-approved electronic Bills of Lading bearing the guaranteed service logo. Please call 1 888 SHIP-123 for details. In the event of a disruption in alternative delivery services, this guarantee shall not apply until the volume of shipments tendered to Purolator returns to normal.

To request a refund or credit for transportation charges paid on guaranteed services, customers should call the telephone number on their invoice or 1 888 SHIP-123. Requests must be received by Purolator within 45 calendar days after acceptance of the shipment for carriage, failing which the guarantee shall be void.

GUARANTEED SERVICES

SERVICE STICKERS

Customers should indicate the desired method of travel (i.e. AIR or GROUND) on the Bill of Lading and apply an AIR sticker, if required, beside the Bill of Lading. Most shipments to destinations within Canada that go beyond an approximate radius of 800 km (500 miles) from their originating address require an AIR sticker for next day (and two day west coast to east coast) delivery.



GUARANTEED SERVICE STICKERS

Call 1 888 SHIP-123 for the cities to which these services are guaranteed*, and follow these simple steps:

- Place the sticker on the shipment next to the Bill of Lading.
- Check the appropriate service box on the Bill of Lading.



9AM
guaranteed* delivery by 9:00 a.m. the next business day



10:30AM
guaranteed* delivery by 10:30 a.m. the next business day



SATURDAY SERVICE
guaranteed* delivery by 5:00 p.m. Saturday (Friday pick up) or delivery by 5:00 p.m. Monday (Saturday pick up)

* Some geographic service restrictions apply. Stickers are not required for shipments tendered to Purolator with Purolator-approved electronic Bills of Lading bearing the guaranteed service logo. Please call 1 888 SHIP-123 for details. In the event of a disruption in alternative delivery services, this guarantee will not apply until the volume of shipments tendered to Purolator returns to normal.

To request a refund or credit for transportation charges paid on guaranteed services, customers should call the telephone number on their invoice or 1 888 SHIP-123. Requests must be received by Purolator within 45 calendar days after acceptance of the shipment for carriage, failing which the guarantee shall be void.

FOR ADDITIONAL INFORMATION

- Visit our website at www.purolator.com.
- Call 1 888 SHIP-123 to speak to one of our friendly customer service professionals.

OTHER SERVICES

1. **SAME DAY**

SERVICE OPTIONS:

- (i) NEXT FLIGHT OUT is available for deliveries across Canada, or from Canada to the U.S. Customers' shipments will be picked up, taken to the nearest major airport and placed on the next available flight out. Upon landing, customers' shipments will be delivered directly to their destinations.
- (ii) DIRECT DRIVE service is a point to point direct delivery service available within Canada. Customers' packages will be collected from their pick up locations and driven directly to their destinations.
- (iii) ON AND GONE®, HOT, RUSH and REGULAR services are direct delivery in-city messenger services available in certain Canadian cities. Depending on the pick up location and destination and the service requested, Purolator may pick up and deliver customers' shipments in the same city within 30 minutes to 5 hours of the call for delivery.

Please call 1 888 SHIP-123 for details regarding availability, delivery time commitments and rates.

TERMS AND CONDITIONS:

- (i) A Same Day Bill of Lading must be completed by the customer/shipper.
- (ii) Dangerous Goods and COS shipments will not be accepted as Same Day deliveries.
- (iii) Purolator's liability for Same Day deliveries is limited - (see "Maximum Liability").
- (iv) Same Day service options are not money-back guaranteed services.

2. **EXPRESSCHEQUE**

TERMS AND CONDITIONS:

- (i) Prior to releasing the shipment to the receiver, Purolator agrees to collect a cheque, post-dated cheque, certified cheque, bank draft or money order made payable to the sender in the amount noted on the face of the ExpressCheque.
- (ii) Purolator's liability in the event of loss, damage, or delay in the delivery of the ExpressCheque envelope, regardless of the manner in which that loss, damage or delay occurs, or for failure to collect a cheque, postdated cheque, certified cheque, bank draft or money order at delivery, or if the amount noted on any of the above is incorrect, is limited to a refund of the freight charges paid for the ExpressCheque shipment.
- (iii) Purolator assumes no responsibility for ensuring the genuineness of a document purporting to be a cheque, post-dated cheque, certified cheque, bank draft or money order, and assumes no liability in the event that the document received by Purolator is not that which it was represented to be by the receiver or requested/expected to be by the sender.
- (iv) Purolator makes no representation regarding the validity of the cheque, post-dated cheque, certified cheque, bank draft or money order received and assumes no liability in the event that the cheque, post-dated cheque, certified cheque, bank draft or money order is not honoured.
- (v) Purolator assumes no responsibility for ensuring that the receiver complies with the form of payment requested by the sender and assumes no liability in respect thereof.
- (vi) The sender is required to advise the receiver of the amount of the cheque, postdated cheque, certified cheque, bank draft or money order required prior to delivery by Purolator, any of which must be made payable to the sender, and any of which are accepted at sender's risk.
- (vii) If the receiver refuses to accept delivery of the shipment, for whatever reason, the sender will be billed and agrees to pay the shipping costs for the return of the shipment.
- (viii) Only cheques, post-dated cheques, certified cheques, bank drafts or money orders are acceptable. Cash is prohibited.
- (ix) These ExpressCheque terms and conditions are non-negotiable and cannot be altered, varied or amended.

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TERMS AND CONDITIONS OF CARRIAGE

1. SERVICES

All services provided by Purolator, including those provided through agents, are subject to and governed by these Terms and Conditions and the terms and conditions contained in the Bill of Lading, and will be billed in accordance with Purolator's specified rates. Any reference to "Bill of Lading" in these Terms and Conditions includes any shipping document, label, waybill, manifest or similar instrument used by Purolator in the provision of its courier services.

In the event of an inconsistency between these Terms and Conditions and the terms and conditions contained in the Bill of Lading, these Terms and Conditions will govern to the extent of such inconsistency.

2. PAYMENT

Non-account customers shall pay for courier services at the time services are requested or, if charges are invoiced by Purolator, in accordance with the terms of the applicable invoice. Account customers shall pay for courier services within 7 calendar days from the date of invoice or in accordance with their courier services agreement. In the event the customer fails to pay an invoice in full, when due, interest may be charged at the rate of 1.5% per month (with an effective rate of 19.6% per annum), on all outstanding amounts. This is in addition to any other legal rights and remedies available to Purolator.

3. NOTICE OF CLAIM FOR LOSS OR DAMAGE

(a) Loss or Damage Claims

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, package identification number, and date of shipment of the goods and the estimated amount claimed in respect of such loss or damage is given to Purolator in writing within the following prescribed time limits, failing which Purolator will have no liability in respect of the shipment.

Type of damage /loss Type of shipment	Concealed damage	Damage evident upon delivery	Loss/Failure to deliver
All except international air shipments	21 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 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 shall be extinguished unless an action is brought within 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 Guaranteed Services, all claims must be submitted in writing with the Bill of Lading number and supporting documentation to:

Purolator Courier Ltd.
National Claims Department
1234 Main Street, 7th Floor
Moncton, New Brunswick E1C 1H5
e-mail: claims@purolator.com
Facsimile: 1-800-447-6933

Call 1 888 SHIP-123 for further information on the options available for filing a claim and the supporting documentation required.

(b) Request a Refund for Guaranteed Services

To obtain a refund or credit for transportation charges where applicable in accordance with Purolator's service guarantee(s), customers should call the telephone number on their invoice or 1 888 SHIP-123 and be ready to provide their Bill of Lading number. Claims for Guaranteed Services must be received by Purolator within 45 calendar days after acceptance of the shipment for carriage, failing which the guarantee shall be void.

4. DAMAGE INSPECTIONS

Purolator retains the right to inspect any shipment that is the subject of a damage claim. If, at the time the damage claim is submitted, Purolator requests that the customer retain the shipment and packaging for inspection, the customer shall retain the shipment and packaging for inspection by Purolator for a period of 30 days. Failure to retain the shipment and packaging for inspection may result in the claim being denied.

5. 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 CDN \$4.41 PER KILOGRAM (OR CDN \$2.00 PER POUND) 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 TENDERED VIA AUTOMATED SHIPPING SYSTEMS, 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 SHIPMENT IS CDN \$5,000.00. THE PORTION OF ANY DECLARED VALUE IN EXCESS OF CDN \$5,000.00 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, INDIRECT OR INCIDENTAL DAMAGES.

6. DELAY

Purolator is not responsible for the consequences (direct or indirect) of a failure to deliver a shipment by a stipulated time.

7. LOSS OF PERSONAL INFORMATION

Purolator's liability for loss of personal information (i.e., information about an identifiable individual) contained in any shipment is limited in accordance with the limitations on liability contained in these Terms and Conditions (see "Maximum Liability").

8. VALUATION OF CLAIM FOR LOSS OR DAMAGE

Regardless of the weight of the shipment or any declared value for carriage entered on the Bill of Lading, Purolator's maximum liability for loss of or damage to a shipment shall not exceed the lesser of: (a) Purolator's maximum liability set out in these Terms and Conditions; (b) the market value of the goods; (c) the original cost of the goods to the claimant; and (d) the cost of repairing the goods.

9. DEFINITION OF SHIPMENT

A "shipment" constitutes one or more packages sent on the same date and at the same time from one shipper to one receiver at one address.

10. EVENTS BEYOND PUROLATOR'S CONTROL

Purolator shall not be liable to refund or credit transportation charges, or for any loss, damage, delay, non-delivery, misdelivery or failure to deliver, 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, terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority or shipments requiring extraordinary handling, documentation or routing.

11. RIGHT OF INSPECTION

Purolator reserves the right to open and inspect any package tendered to it for transportation.

12. REFUSAL OF PACKAGES

Purolator reserves the right to refuse any package which, in the sole and unfettered judgement of Purolator, may soil, taint, or otherwise damage other merchandise or equipment, or which is economically or operationally impractical to transport, or which is improperly packed or wrapped. For further information on packaging requirements see "Package Acceptance Policy".

13. HEAVY WEIGHT SERVICE

Purolator may accept shipments that exceed the maximum shipment weight limitations herein, provided that Heavy Weight Service has been pre-arranged by calling 1 888 SHIP-123. Heavy Weight Service shipments are not eligible for Purolator's guaranteed services. It is the shipper's responsibility to advise the receiver of a Heavy Weight shipment that assistance moving the shipment at the receiving end will be required to effect delivery. (Please Note: Special Handling Charges may apply over 70 pounds - see "Ancillary Charges")

14. SHIPPING RESTRICTIONS

- (a) Purolator does not offer collect shipment services for U.S. or other international destinations.
- (b) Purolator does not provide service to post office boxes.
- (c) Purolator will accept certain Dangerous Goods provided they comply with all applicable legislation and these Terms and Conditions.
- (d) Fragile items such as glass and ceramics are not compatible with Purolator's high speed sorting and handling process. Any shipments accepted into Purolator's distribution system that contain fragile items must travel at shipper's risk (see "At Shipper's Risk").
- (e) Purolator does not accept any shipment prohibited by law.
- (f) Except by special arrangement, Purolator does not provide temperature controlled services. Any shipments requiring temperature control that are accepted into the Purolator distribution system must travel at shipper's risk (see "At Shipper's Risk").
- (g) Shipments not packaged and/or tendered in accordance with these Terms and Conditions must travel at shipper's risk (see "At Shipper's Risk").

15. ALTERNATE MODES OF TRANSPORTATION

Purolator reserves the right to substitute alternate modes of transportation for that selected by the customer. Notwithstanding the foregoing, in the event the customer fails to indicate a mode of transportation on the Bill of Lading, Purolator reserves the right to transport the shipment by the fastest mode of transportation available and customer acknowledges that charges based on such mode of transportation shall be levied and agrees to pay same. Any exercise by Purolator of these rights shall in no way affect the maximum liability of Purolator stated in these Terms and Conditions (see "Maximum Liability").

16. SUBCONTRACTORS

Purolator reserves the right to use subcontractors in the performance of its services. Any exercise by Purolator of this right shall in no way affect the maximum liability of Purolator stated in these Terms and Conditions (see "Maximum Liability").

17. DELIVERY

Purolator will deliver the shipment to the delivery address indicated on the Bill of Lading. Purolator is not required to deliver the shipment to any particular person, whether or not specifically identified on the Bill of Lading. Purolator reserves the right to withhold delivery of a shipment and/or return the shipment to the shipper (at the shipper's expense) if a proof of delivery signature cannot be obtained.

Hold for Pick-up

Customers may request that a shipment be held at Purolator's delivery depot closest to receiver's address for in-person pick-up in place of having the shipment delivered to the delivery address indicated on the bill of lading by affixing a "hold for pick-up" sticker on the shipment. Purolator will notify the receiver by telephone when the shipment is available for pick-up. Alternatively, where a receiver is not available to accept a delivery attempted by Purolator in person, the receiver may arrange for the shipment to be held at Purolator's delivery depot for in-person pick-up. Shipments held for pick-up will be held at the delivery terminal for a period of 5 business days. If the receiver fails to pick the shipment up during this time, Purolator may return the shipment to the sender at the sender's expense.

When picking up a hold for pick-up shipment, the receiver must provide a piece of government issued photo identification, or, in the case of shipments addressed to companies, a letter of authorization printed on the receiving company's

letterhead. Where the receiver authorizes a third party to pick up the shipment on their behalf, the person picking up the shipment must have a signed and dated letter referencing the shipment package identification number from the receiver authorizing Purolator to release the shipment. In such circumstances, Purolator reserves the right to record the recipient's identification particulars. Purolator may release a shipment to a person that is not the receiver without a letter of authorization provided that the government issued photo identification shown indicates that they live at the same address as the receiver. Notwithstanding the foregoing, Purolator may, in its sole discretion, refuse to release a shipment to anyone other than the recipient of the shipment named on the bill of lading.

18. **PROHIBITED SHIPMENTS:**

Domestic Destinations

The following items will not be accepted by Purolator for shipment within Canada:

- (a) Human remains in any form.
- (b) Live animals, birds or insects.
- (c) Live plants or cut flowers.
- (d) Cash, coins or other securities negotiable without endorsement such as bearer bonds, gift certificates, etc.
- (e) Fish, seafood, or meat (fresh or frozen).
- (f) Items longer than 8 feet for AIR shipments and 10 feet for GROUND shipments.
- (g) Tobacco or alcohol, inter-provincial (i.e. across provincial boundaries).
- (h) Firearms, weapons of any kind (including parts thereof) or ammunition.
- (i) Dangerous Goods included in the following classes and/or divisions: Class 1 (except Class 1.4S); Class 2.3; Class 4.3, Packing Group 1; Class 5.2; and Regulated Wastes.
- (j) Drugs prohibited by law.

U.S. Destinations

The following items in addition to those listed above under the heading "Prohibited Shipments-Domestic Destinations" will not be accepted for shipping to, from or within the U.S.:

- (a) The following articles when shipped as personal effects or otherwise:
 - (i) Cuban products.
 - (ii) Drugs prohibited by law, including aspirin containing codeine.
 - (iii) Furs, fur clothing, fur-trimmed clothing.

(iv) Jewelry, gold or any other precious metals (other than costume jewelry).

- (b) Dangerous Goods included in any of the following classes and/or divisions: Class 1; Class 2.3; Class 4 (any division); Class 5 (any division); Regulated Wastes and any Dangerous Goods which are not prepared in accordance with the ICAO Technical Instructions/IATA Regulations.
- (c) Alcohol, including samples.

Other International Destinations

Restricted items vary by country. For further information, please call 1 888 SHIP-123 to speak to a customer service agent.

19. **"AT SHIPPER'S RISK"**

The following shipments are not well suited to Purolator's distribution and sorting systems and are therefore subject to a high risk of damage. For this reason, these shipments will be accepted for carriage, but only at shipper's risk (i.e. Purolator shall not have any liability for these shipments and will not accept any claims for loss, damage or delay of these shipments):

- (a) Glass, ceramics and other similarly fragile items.
- (b) Liquids.
- (c) Items requiring temperature control.
- (d) Confectionery products such as potato chips, chocolate, pastries and baked goods.
- (e) Unpackaged items.
- (f) Privately packaged items (e.g. items not in manufacturer's original packaging).
- (g) Items not packaged in accordance with Purolator's Package Acceptance Policy.
- (h) Artwork.
- (i) Antiques.
- (j) Those items that are prohibited but which are tendered to Purolator and accepted for carriage.

"At shipper's risk" shipments accepted into Purolator's distribution system must travel on a "no-value" basis (i.e. customer cannot increase Purolator's liability by declaring a value for the shipment on the face of the Bill of Lading, or, in the case of shipments tendered via automated shipping systems, in the designated user entry field).

20. **UNCLAIMED FREIGHT**

Purolator reserves the right to sell or destroy unclaimed freight that: (i) in the case of general freight, has been in its possession for 120 days or more; or (ii) in the case of specialized freight (e.g., perishable or costly to store), has been in its

possession for 30 days or more. Unclaimed freight includes freight that is unmarked or that has been refused by the shipper and the receiver. For greater certainty, Purolator's maximum liability in respect of any freight disposed of shall be the maximum liability stated in these Terms and Conditions under "Maximum Liability".

RATE APPLICATION AND ADDITIONAL CHARGES

1. RATE APPLICATION

Purolator's first tariff rates and beyond point rates (available upon request) apply to all services provided by Purolator. Purolator reserves the right to make additions or deletions to such rates at any time.

Purolator will provide a rate quote upon request at 1-888 SHIP-123, at a Purolator Retail Centre or when preparing a shipment using one of Purolator's automated shipping systems. Any such rate quote is subject to additional charges incurred after tendering the shipment which may include, without limitation, special handling and other administrative charges and/or adjustments made to a shipment's weight as a result of Purolator's right to reweigh or cube shipments.

Purolator reserves the right to charge for any shipment based on the greater of: a) the weight declared by the customer on the bill of lading; b) the actual weight of the shipment determined by Purolator (see "Reweigh" below); and c) the cubed weight of the shipment (see "Cubing/Low Density Shipments" below).

2. DECLARED VALUE CHARGES

(For Purolator liability purposes only – Purolator does not provide insurance).

If the shipper declares a value for Purolator liability purposes, a surcharge of 3.25% of the amount of the declared value will be applied to the shipment. Notwithstanding the foregoing, no declared value surcharge will be applied to shipments (except Same Day shipments) with a declared value (for Purolator liability purposes) of up to \$100.00. See "Maximum Liability" for the maximum value that may be declared for Purolator liability purposes in respect of any shipment.

3. SALES TAXES, DUTIES AND BROKERAGE FEES

The customer shall pay to Purolator or its designated customs broker (where applicable) any and all goods and services taxes (or any other similar taxes imposed with respect to the services provided, whether characterized as goods and services tax, sales tax, value added tax, business transfer tax or otherwise) (hereinafter referred to as "Sales Taxes") so that Purolator or its designated customs broker is fully reimbursed by the customer as required by law. In addition to Sales Taxes, the customer shall pay to Purolator or its designated customs broker (where applicable) any and all

brokerage fees, surcharges, customs and duties assessments (hereinafter referred to as "Duties") related to shipments tendered to Purolator by the customer.

4. REWEIGH

Purolator reserves the right to reweigh shipments, notwithstanding that a weight has been declared on the Bill of Lading. Reweighing is done on government approved scales. Purolator does not reweigh any of its PuroLetter envelopes. In the event that the customer fails to declare a weight on the Bill of Lading and Purolator does not reweigh the shipment, Purolator reserves the right to ascribe to any such shipment an average shipment weight. The customer acknowledges that charges based on the weight determined or ascribed by Purolator shall be levied and agrees to pay same.

5. CUBING/LOW DENSITY SHIPMENTS

All charges are based on a minimum density of:

- 15 lbs. per cubic foot for AIR shipments (6.804 kgs per .0283 cubic metres)
- 10 lbs. per cubic foot for GROUND shipments (4.562 kgs per .0283 cubic metres).

Purolator reserves the right to cube shipments, notwithstanding that a weight has been declared on the Bill of Lading. In the event that the cubed weight of a shipment exceeds the actual and declared weights of a shipment, shipping charges will be applied based on such cubed weight.

Charges for low-density shipments will be calculated at the appropriate density rate per cubic foot. The formula to be used in calculating the cubed weight of each package in the shipment is as follows:

$$\text{Dimensional weight} = \frac{\text{length} \times \text{width} \times \text{height}}{1728}$$

(in inches)

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

- X 15 lbs. (for AIR) or
- X 10 lbs. (for GROUND)

6. LOCATION CHARGES

(a) Beyond Charge

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.

(b) *Rural Charge*

An additional charge will be applied where a pick-up or delivery area is deemed by Purolator to be rural in nature.

7. **ANCILLARY CHARGES**

(a) *Chain of Signature (COS) Charge*

An additional charge will be applied when shipping items via Purolator's COS service.

(b) *Special Handling Charges*

An additional charge will be applied when shipping items which require special handling, including, without limitation:

- (i) non-packaged (unboxed) items (excluding PuroLetter, PuroPak and document shipments):

items not fully encased in a suitable shipping container (e.g. tires, pails, shrink wrapped items, etc.);

- (ii) overweight/oversized items:

items which weigh more than 70 lbs and/or equal or exceed 5 feet in length and/or equal or exceed a total overall package size of 165 inches (calculated as follows: length + 2 x width + 2 x height); and

- (iii) unsuitable items:

items which, due to their nature (size, shape, packaging, contents, e.g. ball bearings, nuts, bolts and fasteners, liquids, wooden or metal crates, etc.), are deemed by Purolator, in its sole discretion, to be unsuitable for sorting and/or handling using Purolator's automated systems.

The payment of Special Handling Charges in respect of a particular shipment will in no way affect Purolator's maximum liability stated in these Terms and Conditions or the classification of a shipment as being "at shipper's risk".

(c) *Dangerous Goods Charge*

An additional charge will be applied when shipping Dangerous Goods.

(d) *After Hours Pick Up Charge*

An additional charge will be applied where the request for pick up is received after standard order taking hours or the shipment is picked up after standard pick up times.

(e) *Redelivery/Redirect Charge*

An additional charge may be applied if Purolator is asked to:

- (i) redeliver the shipment following any unsuccessful delivery attempt; or

- (ii) redirect delivery of the shipment to an address other than the delivery address indicated on the Bill of Lading.

Purolator reserves the right to refuse any request for redelivery or redirection.

8. **ADMINISTRATIVE CHARGES**

(a) *Address Correction Charge*

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

(b) *Missing/Invalid Account Number Charge*

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

(c) *Collect/Third Party Charge*

An additional charge will be applied when transportation charges are paid by the receiver or a third party.

(d) *Proof of Delivery Charge*

Purolator will provide electronic Proof of Delivery (POD), where available, to customers at no charge. Electronic POD's may be obtained through Purolator's website, www.purolator.com, from either of the following e-mail addresses: track@purolator.com or PODtrack@purolator.com, through Purolator's Automated Shipping Software, or verbally by calling 1 888 SHIP-123.

(e) *Fuel Surcharge*

Purolator's fuel surcharge for courier services is set monthly based upon the average price of regular unleaded gas reported by MJ Ervin and Associates (a company that monitors fuel prices across Canada). Changes are effective the first Monday of each month and appear at www.purolator.com approximately two weeks prior to the effective date.

The fuel surcharge applies to all courier shipments tendered to Purolator regardless of destination or mode of transport and is applied to the sum of the base shipping rate, additional weight charges, rural charges and beyond point charges. Premium service surcharges, administrative surcharges and taxes are excluded from the calculation. For additional information about Purolator's fuel surcharge visit www.purolator.com.

(f) *Rebilling Charge*

An additional charge will be applied where the original invoice was as requested and customer requests a change to the invoice.

(g) *Credit Card Retrieval Charge*

Purolator will provide back up in respect of credit card transactions for 6 months from the payment date free of charge. After 6 months, a fee may apply.

9. *PAYMENT GUARANTEE*

The shipper agrees to pay Purolator or its designated customs broker (where applicable) all shipping charges (including, without limitation, all Sales Taxes and Duties) in the event the receiver, on a collect shipment, or third party, on a third party billing shipment, refuses to pay Purolator.

Where a shipment is undeliverable, the shipper agrees to pay all charges incurred in the return of such shipment to the shipper (including, without limitation, all Sales Taxes and Duties).

10. *INVOICE DISCREPANCIES*

Invoice/billing discrepancies must be brought to Purolator's attention within 6 months of the date of invoicing following which time such invoices will be deemed accepted by Customer: Call the number on your invoice or 1-866-313-HELP(4357) to report discrepancies.

PACKAGE ACCEPTANCE POLICY

1. EXTERIOR PACKAGING

(i) 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.

(ii) Defect-Free Carton Closure

Masking or cellophane tapes will not supply the strength necessary to secure packages travelling through Purolator's distribution system. The minimum acceptable tape is two inches 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 package is prohibited, as is the use of gift wrap or brown postal paper on the exterior of any package.

(iii) Strength of Carton

The strength of the corrugated carton is a critical factor in a package's ability to withstand the normal rigors of parcel handling and transportation. 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.

(iv) Cans and Pails

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

2. INTERIOR PACKAGING

The contents of a package must be held firmly in place by the interior (internal) packaging system. Interior packaging must surround the product and prevent movement within the carton to protect carton contents from normal external forces such as the pressure exerted by the stacking of other packages on top of it. Sufficient internal packaging is especially important for light, fragile packages.

3. SIZE LIMITATIONS:

Intra-Canada

AIR shipments:

Max. length: 96 inches (244 centimetres)

Max. size: 144 inches (366 centimetres)

GROUND shipments:

Max. length: 120 inches (305 centimetres)

Max. size: 216 inches (549 centimetres)

Between Canada and U.S.

All shipments:

Max. length: 72 inches (183 centimetres)

Max. size: 210 inches (533 centimetres)

Max. weight per piece: 150 lbs (68 kgs)

Max. weight per shipment: 551 lbs (250 kgs)

Between Canada and Other International

All shipments:

Max. length: 60 inches (152 centimetres)

Max. size: 144 inches (366 centimetres)

Max. weight per piece: 70 lbs (32 kgs)

Max. weight per shipment: 200 lbs (91 kgs)

Max. size is calculated as follows:

length + 2 x height + 2 x width

Please note: Special Handling Charges may apply (see "Ancillary Charges")

4. UNPACKAGED GOODS

Unpackaged goods (i.e., goods that are not protected by a rigid shipping container such as a corrugated box, plastic tote, or wooden crate, etc) are subject to Special Handling Charges and are only accepted for shipping once Purolator is satisfied that they do not pose any hazard to Purolator staff, equipment and/or other packages.

5. PROPER LABELLING

Each package or piece must display a Purolator or Purolator approved Bar Coded Parcel Identification Number (P.I.N.) and a properly secured and completed address label, as follows:

(i) The address label(s) display(s) the shipper's and receiver's full address including postal code and phone number, including area code (post office box addresses are not permitted). In addition to the above information, the address label must contain:

- Customer account number
- Service option selected
- Billing instructions
- Number of pieces
- Weight of shipment
- Declared value (for Purolator liability purposes) – optional
- Date and signature

(ii) The address label must be securely fastened to the top of each package or piece. String or

wire tags are not acceptable. Improper labelling may result in the shipment being delayed or lost. It is strongly recommended that a duplicate label be attached to an inner flap of each package or piece.

- (iii) Address labels must be flat with all Purolator barcodes visible. Labels should not be wrinkled, creased, folded or placed on the package in a manner that may make them difficult to scan and/or read (e.g. on box corners or uneven surfaces or seams).
- (iv) All previous delivery address labels and markings must be covered or removed.
- (v) A shipment consisting of more than one package or piece must have each package or piece individually numbered. If a shipment consists of three packages, for example, the packages would be marked as being 1 of 3, 2 of 3 and 3 of 3. This numbering of packages is in addition to the requirement that each package or piece of the shipment displays a unique P.I.N. and full delivery address.
- (vi) Orientation "up" arrows must be located on either both sides or ends of each package containing liquids or fragile items.
- (vii) Liquid packs must be labelled "LIQUID". Glass or ceramic products must be labelled "GLASS".
- (viii) Items weighing in excess of 70 lbs must be labelled as "Heavyweight".
- (ix) Maximum of four (4) pieces per shipment when using a manual bill of lading.

NOTE: Rural route numbers (RR#s) are not acceptable in the Purolator distribution system unless the receiver's full phone number is clearly marked on all shipment packages or pieces and the Bill of Lading. For U.S. and other international shipments that consist of more than one package or piece, the main Bill of Lading number must be clearly written on each additional package or piece (because such shipments are tracked by a single P.I.N. once outside of Canada).

6. CUSTOMER REPRESENTATION AND WARRANTY

The customer represents and warrants that the shipment will be properly described on the face of the Bill of Lading and any accompanying documentation. The customer further warrants that the shipment:

- (i) will be acceptable for transport;
- (ii) will not consist of "Prohibited Shipments" (see "Terms and Conditions of Carriage");
- (iii) will comply with Purolator's "Shipping Restrictions" (see "Terms and Conditions of Carriage"); 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 legislation, including without limitation, the Transportation of Dangerous Goods Act and the Regulations thereto, the ICAO Technical Instructions and the IATA Regulations.

7. APPLICABLE LAW

The contract for the carriage of goods contained in the Bill of Lading shall be deemed to include and be subject to the conditions of carriage prescribed by the law of the jurisdiction where the shipment originates.

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 (as defined below) may apply and limit Purolator's liability in respect of loss of, damage to or delay of cargo.

When used in these Terms and Conditions, the term "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 in most cases limits the liability of Purolator in respect of loss of, damage to, or delay in the carriage of shipments.

ZONE CODE REFERENCE GUIDE

POSTAL CODE	ZONE	ZONE CODE	POSTAL CODE	ZONE	ZONE CODE	POSTAL CODE	ZONE	ZONE CODE
A0A to A8A	48	NFLD	J7X to J8V	37	QC	S6H to S6X	18	SASK
B0C to B2T	44	MAR	J8X to J9A	25	SOOT	S7H to S7W	19	SASS
B2V to B4G	45	MARH	J9B	37	QC	S9A to S9H	18	SASK
B4H to B9A	44	MAR	J9E	35	QNW	S9V	13	ALS
C0A to C1N	44	MAR	J9H to J9J	37	QC	S9X	18	SASK
E1A to E1H	43	MARU	J9L to J9Z	35	QNW	T0A to T0G	13	ALS
E1J to E2G	44	MAR	K0A to K0M	32	SO	T0H	14	ALN
E2H to E2S	43	MARU	K1A to K4A	25	SOOT	T0J to T0M	13	ALS
E2V	44	MAR	K4B to K9V	32	SO	T0P to T0V	14	ALN
E3A to E3E	43	MARU	L0A to L0J	32	SO	T1A to T1W	13	ALS
E3L to E9H	44	MAR	L0K to L0M	29	NCO	T1X to T3Z	12	ALSU
G0A	37	QC	L0N to L1E	32	SO	T4A to T4X	13	ALS
G0C to G0J	38	QE	L1G to L1Z	31	SOU	T5A to T6X	15	ALSE
G0K to G0V	37	QC	L2A to L2J	32	SO	T7A to T7Z	13	ALS
G0W	38	QE	L2M to L2W	33	SOHA	T8A to T8H	15	ALSE
G0X to G0Z	37	QC	L3B to L3M	32	SO	T8L	13	ALS
G1A to G3G	39	QCQC	L3P to L3T	31	SOU	T8N	15	ALSE
G3H	37	QC	L3V	26	NCOU	T8R	13	ALS
G3J to G3K	39	QCQC	L3X to L3Y	31	SOU	T8S to T8X	14	ALN
G3L to G4A	37	QC	L3Z	32	SO	T9A to T9G	13	ALS
G4R to G4Z	38	QE	L4A to L4L	31	SOU	T9H to T9K	14	ALN
G5A	37	QC	L4M to L4R	26	NCOU	T9M to T9X	13	ALS
G5B to G5C	38	QE	L4S to L7A	31	SOU	V0A to V0B	7	BCE
G5H	37	QC	L7B to L7K	32	SO	V0C	11	BCN
G5J	38	QE	L7L to L9K	33	SOHA	V0E to V0H	7	BCE
G5L to G6J	37	QC	L9L	32	SO	V0J	11	BCN
G6K	39	QCQC	L9M	29	NCO	V0K to V0L	7	BCE
G6L to G6T	37	QC	L9N to L9R	32	SO	V0M to V0S	5	BCW
G6V to G7A	39	QCQC	L9S	29	NCO	V0T to V0W	11	BCN
G7B to G8E	37	QC	L9T	31	SOU	V0X	5	BCW
G8G	38	QE	L9V to L9X	32	SO	V1A to V1E	7	BCE
G8H to G9X	37	QC	L9Y to L9Z	29	NCO	V1G	11	BCN
H0M to H9X	36	QCU	M1B to M9W	31	SOU	V1H	7	BCE
J0A to J0L	37	QC	N0A to N1A	32	SO	V1J	11	BCN
J0M	35	QNW	N1C to N2V	34	SOKW	V1K to V1L	7	BCE
J0N to J0V	37	QC	N2Z to N3A	32	SO	V1M	4	BCWU
J0W	35	QNW	N3B to N3V	34	SOKW	V1N to V2J	7	BCE
J0X	37	QC	N3W to N5R	32	SO	V2K to V2N	11	BCN
J0Y to J0Z	35	QNW	N5V to N6P	30	SOLO	V2P to V2R	5	BCW
J1A to J3B	37	QC	N7A to N8M	32	SO	V2S to V4S	4	BCWU
J3E	36	QCU	N8N to N9K	28	SOWI	V4T to V4V	7	BCE
J3G to J3T	37	QC	N9V to N9Y	32	SO	V4W to V4X	4	BCWU
J3V	36	QCU	P0A to P0S	29	NCO	V4Z	5	BCW
J3X	37	QC	P0T to P0Y	27	NWO	V5A to V7Y	4	BCWU
J3Y to J5B	36	QCU	P1A to P2N	29	NCO	V8A to V8B	5	BCW
J5C to J5L	37	QC	P3A to P3G	26	NCOU	V8C to V8J	11	BCN
J5M to J5R	36	QCU	P3L to P5N	29	NCO	V8K to V8M	5	BCW
J5T to J5X	37	QC	P6A to P6C	26	NCOU	V8N to V9E	3	BCVI
J5Y to J6A	36	QCU	P7A to P9N	27	NWO	V9G to V9P	5	BCW
J6E	37	QC	R0A to R1N	22	MAN	V9R to V9V	3	BCVI
J6J to J6N	36	QCU	R2C to R4A	21	MANU	V9W	5	BCW
J6R to J6T	37	QC	R4H to R9A	22	MAN	V9X	3	BCVI
J6V to J7H	36	QCU	S0A to S0N	18	SASK	V9Y	5	BCW
J7J to J7N	37	QC	S0P	22	MAN	X0A to X0C	22	MAN
J7P to J7R	36	QCU	S2V to S4L	18	SASK	X0E to X1A	14	ALN
J7T	37	QC	S4N to S4Z	17	SASU	Y0A to Y1A	11	BCN
J7V to J7W	36	QCU						

Subject to change without notice.