

General Terms and Conditions of Carriage

Unless otherwise modified by the terms and conditions of a particular Information Communications Services (ICS) Inc. ("ICS Courier") courier service product ("ICS Product"), the following terms and conditions of carriage ("General Terms and Conditions") shall govern the shipment of all ICS Products, and shall constitute a binding agreement between ICS Courier and the Shipper, the Consignee and any other person who may have an interest in the shipment. The General Terms and Conditions also protect anyone with whom ICS Courier may contract to transport or deliver the shipment. You are directed to review the terms and conditions of the particular ICS Product being used for the complete terms and conditions of carriage governing such ICS Product

1. Terms. Where used in these General Terms and Conditions or the specific terms and conditions applicable to any ICS Product, the following words or phrases shall mean:

- a. "Consignee" refers to the person to whom the shipment is sent;
- b. "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, Poland, October 12, 1929, as amended by the Hague Protocol 1955, which may apply to the carriage of international shipments and, in most cases, will limit the liability of ICS Courier in respect of loss or damage to such shipments;
- c. "ICS Courier" shall include any carrier who ICS Courier may contract with to transport or deliver any particular shipment;
- d. "package" refers to any single container or envelope accepted by ICS Courier for delivery;
- e. "shipment" refers to all packages shipped by the same customer (identified by its customer number) on the same day and which have the same Shipper/place of origin and destination/Consignee, even when such packages are shipped at different times during the day and/or under different waybills or shipping documents, except for ICS Courier Everyday Economics™ service where "shipment" refers to all packages shipped by the same customer (identified by its customer number) on the same day and which have the same Shipper/place of origin, even when such packages are shipped to different destinations/consignees and at different times during the day and under different waybills or shipping documents;
- f. "Shipper" refers to the person sending the shipment; and
- g. "Waybill" shall include any shipping document, label, waybill, manifest, bill of lading or similar item used by ICS Courier in the provision of its courier services.

2. Services. ICS Courier agrees to provide courier services between authorized service points in accordance with:

- a. the terms and conditions set out in these General Terms and Conditions;
- b. the terms and conditions applicable to the particular ICS product being used;
- c. the applicable ICS Courier's Rate Schedule; and
- d. the applicable ICS Courier's Schedule of Additional Charges;

in effect at the time that the shipment originates. In the event of a conflict or variation between these General Terms and Conditions and the terms and conditions applicable to the particular ICS Product being used, the latter shall govern.

3. Applicable Law. These General Terms and Conditions, as well as the specific terms and conditions applicable to any ICS Product, shall be deemed to include and be governed by applicable federal, provincial or state laws, including, in the case of ground shipments, public

commercial vehicle legislation and regulations of such jurisdiction, or, in the case of shipments which travel internationally by air, the Carriage by Air Act (Canada) and the Convention.

4. Rate Applications. Subject to any discounts that may be offered by ICS Courier, the Shipper agrees to pay the applicable shipping rates in effect at the time that the shipment originates. ICS Courier reserves the right to amend its Rate Schedules at any time or from time to time upon notice to its customers.

5. Additional Charges. In addition to those charges otherwise specified in these General Terms and Conditions or the terms and conditions applicable to any particular ICS Product, the following additional charges may apply to a shipment, including:

- a. Account Number Correction – where the Waybill is missing or includes an incorrect or incomplete account number, which is corrected by ICS Courier;
- b. After Hours Pickup - where a request for pickup is received after the Shipper's standard pickup time or outside ICS Courier published business hours;
- c. Cubing Charge - ICS reserves the right to apply a cubing charge to all freight with a density of less than the prescribed density for air and/or ground shipments from time to time upon notice to its customers;
- d. Fuel Surcharge – ICS Courier reserves the right to apply a fuel surcharge on air and/or ground shipments from time to time upon notice to its customers;
- e. Furtherance – where the destination point is deemed by ICS Courier to be remote or is not serviced directly by ICS Courier;
- f. Postal Code Correction – Where the Waybill is missing or includes an incorrect or incomplete postal code, which is corrected by ICS Courier;
- g. Weight Correction – Where the Waybill is missing or includes an incorrect or incomplete weight entry for the shipment, which is corrected by ICS Courier.
- h. Residential Delivery fee – This fee will be applied to any delivery that is deemed a residential address (non-commercially zoned location). The fee will be applied in addition to shipping charges.
- i. Excess Weight Package Delivery Fee – This fee will be applied to every trackable piece processed by ICS that has an actual weight that is greater than 30kg.

Please see ICS Courier's current [Schedule of Additional Charges](#) for more information. ICS Courier reserves the right to amend, replace or alter its Additional Charges from time to time upon notice to its customers.

6. Sales Taxes and Duties. The party being billed shall be liable for and shall pay to ICS Courier any and all goods and services taxes, or any similar or otherwise applicable taxes imposed with respect to the services provided ("taxes"), as well as any and all possible surcharges, customs and duties assessments ("duties") related to any shipment tendered to ICS Courier.

7. Billing. Unless otherwise specified by the terms and conditions of carriage governing a particular ICS Product, and subject to ICS Courier' right to refuse to grant credit to any person, shipments may be charged to the Shipper or the "Bill To" account of record. Charges will be applied at the time that the shipment originates, subject to additional charges, fees, taxes and duties as provided below. Billing correction credit requests must be received no later than 90 calendar days of the ICS Courier invoice date and are subject to ICS Courier' review and approval. Requests received within 31-90 calendar days of the invoice are subject to an administration fee that would be deducted from the credit amount.

8. Payment. Each invoice shall be paid in full when due. Invoices overdue by more than 20 days will be subject to a one-time fee of 5%. Additional fees will be charged for any cheque or

electronic transfer that is dishonoured for any reason. These amounts are in addition to any other legal rights and remedies available to ICS Courier.

9. Lien. ICS Courier shall have a lien on any shipment for all charges, fees, taxes, and duties, of any kind arising out of or in connection with the transportation or delivery of the shipment and we may refuse to surrender possession of the shipment or refuse to deal with any claim until such amounts are paid.

10. Delivery. Shipments will be delivered to the Consignee's address set out on the Waybill, but not necessarily to the named Consignee personally

11. Proof of Delivery. Upon request, ICS Courier will provide confirmation of delivery by telephone or e-mail at no charge. Written confirmation of delivery is available upon request at an additional charge.

12. No Signature Required. No Signature Required enables eligible shippers to provide enhanced service to their clients. This service eliminates the need to obtain a signature at the time of delivery and shipments will be released in a secure area. This service is offered via our Click'N'Ship™ automated software when used with our ICS Courier Next Day™, ICS Courier Sameday™ and ICS Courier Ground™ service with no additional charges. Shippers who have chosen this option for delivery acknowledge and accept full liability for any loss or damage that may result from leaving the shipment(s) as requested.

13. Undelivered Goods. If, through no fault of ICS Courier, the shipment cannot be delivered, ICS Courier may return the shipment to the Shipper at the expense of the party being charged.

14. Delay. ICS Courier does not guarantee its delivery times, and shall not be liable for any loss or damages suffered as a result of the failure to deliver a shipment by a stipulated time of day, even if it is aware of such consequences when the shipment originates.

15. Exceptions from Liability. ICS Courier shall not be liable for any loss, damage or delay due to any circumstances beyond its control, including, without limitation, acts of God, public authorities acting with actual or apparent authority, riots, strikes or other labour disputes, civil commotion, and disruptions in the air or ground transportation network, a defect or inherent vice in the goods being shipped, an act or default of the Shipper, owner or Consignee, or any other similar event, circumstance, act or default.

16. Maximum Liability. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BELOW OR UNLESS GOVERNED BY THE CONVENTION, IT IS AGREED AS A SPECIAL AGREEMENT WITH RESPECT TO ALL TRACKABLE SHIPMENTS, AND NOTWITHSTANDING ANY DISCLOSURE OF THE NATURE OR VALUE OF THE GOODS BEING SHIPPED, THE AMOUNT OF ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING 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 BEING SHIPPED, FOR WHICH ICS COURIER SHALL BE LIABLE TO THE SHIPPER, CONSIGNOR, OWNER, AND ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE THE GREATER OF (I) THE VALUE OF THE LOST OR DAMAGED GOODS BEING SHIPPED AT THE PLACE AND ON THE DAY THAT THE SHIPMENT IS MADE, UP TO CDN\$100.00 FOR HARD GOODS, AND (II) CDN\$4.41 PER KILOGRAM FOR DOCUMENTS, COMPUTED ON THE WEIGHT OF THE DAMAGED GOODS, BEING THE MAXIMUM LIABILITY OF ICS COURIER SERVICES SET OUT HEREIN.

17. Extended Liability. Extended Liability coverage is available for trackable ICS Products at an additional charge. ICS' liability, if extended under this section, shall be increased to the declared value of the shipment, computed from all declared values on waybills comprised in the same shipment and for which Extended Liability coverage has been paid, up to a maximum of CDN\$1,500 for the entire shipment as defined above. In the event a shipment comprises items shipped under the Extended Liability (EL) conditions and items shipped without the EL option, ICS Courier will be liable under the Extended Liability conditions for the part of the shipment for which EL coverage was paid and under Maximum Liability provisions for the part of the shipment for which EL coverage was not paid.

18. Notice of Claim for Loss or Damage. ALL CLAIMS MUST BE MADE IN WRITING, WITHIN THE STRICT TIME LIMITS SET OUT HEREIN. EXCEPT IN CASES WHERE THE CONVENTION APPLIES. ICS Courier shall not be liable for any loss, damage or delay to any shipment unless notice thereof, setting out particulars of the origin, destination and date of shipment and the estimated amount claimed in respect of such loss, damage or delay is given in writing to ICS Courier within 60 days after delivery of the shipment, or, in the case of failure to make delivery, within 9 months from the date the shipment originated. The final statement of claim must be filed within 9 months of the date of shipment, together with a copy of all relevant documentation, including the paid Waybill. In the case of shipments where the Convention applies, written claims for loss or damage of the shipment must be received by ICS Courier within 30 days from the date the shipment was delivered, or in the case of damage or loss of any kind due to non-delivery or misdelivery, within 90 days of the date that the shipment originated. The right to damages of any kind against ICS Courier shall be extinguished unless an action is brought within 2 years from the earlier of the date on which the shipment should have been delivered, and the date on which carriage ceased.

All claims are to be submitted in writing to:

ICS Courier
Customer Service – Claims Department
300 Talbot Street West
Aylmer, Ontario N5H 1K2
Tel: 1-888-427-8729
Fax: 1-800-876-2291

19. Redirection of Deliveries Service. Upon request, ICS Courier will provide redirection of deliveries service for 90 days for a prescribed fee. This service may be renewed for one additional 90-day period at an additional charge.

20. Packaging. All shipments shall be enclosed in defect-free cartons or packaging that are properly sealed and secured and do not use any string or rope on their exterior. The contents of any shipment must be held firmly in place by the interior packaging system, which must protect such contents from normal external forces such as the pressure exerted by stacking other shipments on top of it. ICS Courier reserves the right to refuse to accept any shipment that it deems, in its sole discretion, is inappropriately packaged and/or will not withstand standard handling and transportation conditions.

21. Proper Labeling. Each shipment must display a properly secured ICS Courier shipping label that has been correctly completed. All previous delivery address labels and markings must be covered or removed. Improper labeling may result in the shipment being delayed or lost. Any shipment containing liquids or fragile items must include an orientation "up" arrow located on all sides of the package. In addition, packages containing liquid must be labeled "SPILLABLE" and those containing glass or other breakable material must be labeled "FRAGILE".

22. Accuracy of Information. The Shipper is responsible for ensuring that the correct information respecting the weights, account numbers and Consignee's address for any shipment is set out on the Waybill. ICS Courier may correct errors and additional charges may apply.

23. Account Number. All Waybills require a valid ICS Courier Account Number. A shipment may be delayed or returned if ICS Courier determines that the Account Number included on the Waybill is incorrect or such account is not in good standing.

24. Holidays. No shipment will be accepted or delivered on any day that is a Saturday, Sunday or statutory holiday in the jurisdiction where such shipment is to be accepted or delivered.

25. Weight Limitations. ICS Courier will not accept any piece that exceeds 30 kilograms unless otherwise specifically agreed by ICS Courier in writing. ICS Courier charges according to actual weight and reserves the right to reweigh shipments. The Shipper acknowledges that any variance between the shipments's declared weight and actual weight as determined by ICS Courier will result in an adjustment to the rate charged and the party to be billed agrees to pay same. All weights shall be referenced in grams or kilograms.

26. Shipping Restrictions. ICS Courier does not provide service to post office boxes, or rural route or residential addresses, nor do we provide temperature-controlled courier services.

27. Prohibited Shipments. [NEW Updated Prohibited Goods Policy + Indemnification, effective January 16, 2006...Click here to view](#)

28. At Shipper's Risk. The items listed below are not well suited to ICS Courier' distribution system and are subject to a high risk of damage. For these reasons, these shipments will be accepted for carriage only at the Shipper's risk and ICS Courier shall not be liable to any person and will not accept claims for any loss or damages that may be sustained due to the loss, damage or delay in the shipment of such items. For greater certainty, these shipments will not be covered by any extended liability coverage regardless of whether such coverage is purchased.

- a. Items longer than 3 metres for any shipment traveling by ground, or longer than 2.5 metres if traveling by air transportation.
- b. Glass, ceramics or other fragile items.
- c. Liquids.
- d. Items requiring temperature control.
- e. Confectionery products, including potato chips, chocolate, pastries or baked goods.
- f. Household goods (i.e., privately packaged personal items).
- g. Any item that is a Prohibited Shipment, but which is tendered to ICS Courier and accepted for carriage.

29. Refusal of Packages. ICS Courier reserves the right, in our sole discretion, to refuse any package that, due to the nature or character of its contents, may soil, taint, or otherwise damage other shipments, or which is economically or operationally impractical to transport.

30. Right of Inspection. ICS Courier reserves the right to open and inspect any shipment tendered to it at any time without cause or notice.

31. Alternate Modes of Transportation. ICS Courier reserves the right to substitute alternate modes of transportation or routes from those selected by the Shipper or used by ICS Courier for previous shipments. Any exercise by ICS Courier of these rights shall in no way affect the maximum liability of ICS Courier as indicated in these General Terms and Conditions/

32. Use of Agents or Other Carriers. ICS Courier reserves the right to engage the service of agents or other carriers for the purpose of completing delivery of any shipment. Such agents or other carriers may, in turn, engage the services of other persons to complete such delivery. Any exercise by ICS Courier or its agents or other carriers of this right shall in no way affect the maximum liability of ICS Courier as indicated in these General Terms and Conditions.

33. Severability. In the event that any provision of these General Terms and Conditions is found to be invalid by any authority with proper jurisdiction, such provision shall be deemed to have been severed from these General Terms and Conditions, and the remaining provisions shall continue to be in full force and effect.

34. Waiver. Any failure or delay by ICS Courier in enforcing or applying any provision of these General Terms and Conditions shall not constitute a waiver of that provision or otherwise impair ICS Courier' right to enforce or apply such provision or any other provision in the future.

35. Currency. All rates are quoted in Canadian dollars, and all payments shall be made in Canadian funds.

36. Amendments and Notice. ICS Courier may amend, replace, add to or otherwise alter (in all cases, an "amendment") these General Terms and Conditions, the terms and conditions applicable to any particular ICS Product, or its Rate Schedules or Schedule of Additional Charges at any time or from time to time, upon posting notice of such amendment, together with the amended form, on its website which may currently be accessed at www.icscourier.ca (such posting to constitute "notice" for the purposes of this General Terms and Conditions and otherwise). All such amendments shall be effective the latter of 30 days following the posting of such notice or such later date as ICS Courier may determine. The Shipper, Consignee and any other person who may have an interest in any shipment shall be bound by the relevant terms and schedules in place at the time that the shipment originates. Nothing herein shall be interpreted to mean that any agent, servant or representative of ICS Courier has the authority to alter, modify or waive any applicable terms or conditions or schedules.
