

ICS Courier Ground™ General Terms and Conditions of Carriage

The shipment shall be governed by ICS Courier's General Terms and Conditions of Carriage ("General Terms and Conditions"), as modified by the ICS Courier Ground™ Terms and Conditions, as either may be amended from time to time upon notice to the Shipper. A copy of the full General Terms and Conditions and ICS Courier Ground™ Terms and Conditions may be obtained upon request. Unless otherwise defined, capitalized terms have the same meaning ascribed thereto in the General Terms and Conditions. Without limiting the foregoing, this shipment shall be governed by the following provisions:

ICS COURIER GROUND™ TERMS AND CONDITIONS OF CARRIAGE

In addition to the General Terms and Conditions of Carriage, the following provisions shall govern courier services provided under ICS Courier Ground™ 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, and shall protect any agent with whom ICS Courier may contract to transport or deliver the shipment. In the event of a conflict between the General Terms and Conditions of Carriage and those specified herein, those specified herein shall govern.

- 1.** Any shipment destined to a private residence, a non-business address, or a business in a commercial zone outside the defined ICS Points of Service will be handled and delivered within the normal ICS Courier service parameters.
- 2.** If the Consignee is not available to receive delivery of the shipment, ICS Courier will leave a doorknocker at the Consignee's place of business communicating ICS Courier's unsuccessful delivery attempt. The Consignee will then be required to contact ICS to arrange for another delivery attempt, at which time an automatic surcharge will be applied to the account or the "Bill To" account of record. If the second delivery attempt is unsuccessful, the ICS Courier Ground™ shipment will automatically be returned to the Shipper at an additional charge.
- 3.** If the Consignee's address information is determined to be incorrect or incomplete, ICS Courier will attempt to secure the correct or missing information, whereupon the Shipper will be contacted by ICS and may request that either the shipment be returned at an additional cost or that ICS Courier facilitate a redirect delivery attempt, at which time an automatic surcharge will be applied to the account of record. If the second delivery attempt is unsuccessful, the ICS Courier Ground™ shipment will be automatically returned to the Shipper at an additional charge.
- 4.** In the event that the Shipper has agreed to pay the extended liability coverage of 3% of the declared value over \$100.00, which shall in no circumstances exceed \$1,500.00, should the shipment be lost or damaged, ICS Courier's total liability for such loss or damage shall be increased to the declared value, computed from all declared values on waybills comprised in the same shipment (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. Extended liability coverage shall not be available for any delay in delivery, nor shall it cover any loss or damage associated with the shipment of documents, currency, negotiable instruments or bills of exchange, regardless of the declared value. In no circumstances shall ICS Courier be liable for any loss, damage or delay in circumstances where the sections entitled "Exception to Liability" or "At Shipper's Risk" of the General Terms and Conditions of Carriage apply.

5. All ICS Courier Ground™ shipments must be accompanied with an ICS Courier Ground™ waybill, or other ICS Courier approved shipping documents.

6. ICS Courier may amend, replace, add to or otherwise alter (in all cases, an “amendment”) these terms and conditions of carriage, the General Terms and Conditions of Carriage, and the applicable Rate Schedule and 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. All such amendments shall be effective the latter of 30 days following such posting 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.