

## **ICS COD PRODUCT TERMS AND CONDITIONS OF CARRIAGE**

In addition to ICS Courier's General Terms and Conditions of Carriage and the Terms and Conditions applicable to the ICS Product(s) used to facilitate the ICS COD shipment, the following provisions shall govern the courier services provided under ICS COD 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. A copy of the full General Terms and Conditions of Carriage and those applicable to the various ICS Products may be obtained at [www.icscourier.ca](http://www.icscourier.ca) or upon request.

1. All shipments made using ICS COD will be subject to the standard terms and conditions of the ICS Product used to facilitate the ICS COD shipment except as otherwise specifically provided below.
2. ICS Courier's COD Product is only available for business addresses within ICS Courier's standard delivery parameters. Guaranteed delivery times, if applicable, only apply to Original Shipments.
3. The Shipper shall be responsible for ensuring that the Original Shipment is properly labeled. The Shipper is also responsible for ensuring that the ICS Acelope is attached to the side of the Original Shipment and contains (i) the COD Return Shipment Label, (ii) the COD Instruction Label, and (iii) the ICS Courier Next Day™ pouch to be used to ship the Instrument (as defined below), and failure to include all of the foregoing will render the Original Shipment undeliverable and it will be returned to the Shipper at the Shipper's expense.
4. ICS agrees to pick up the Original Shipment from the Shipper and deliver it to the Consignee. Original Shipments will be shipped using ICS Courier Next Day™ or the ICS Courier Ground™, as applicable.
5. ICS agrees to pick up a cheque, postdated cheque, certified cheque, bank draft or money order (the "Instrument") made payable to the Shipper in the amount noted on the COD Instruction Label prior to releasing the Original Shipment to the Consignee. ICS will not pick up cash. COD Return Shipments are to be shipped in an ICS Courier Next Day™ pouch using the COD Return Shipment service.
6. The Shipper agrees to take such actions as may be required to ensure that the Consignee has an Instrument payable to the Shipper in the proper amount available at the time that the Original Shipment is delivered. If a proper Instrument is not available at the time of delivery, ICS will contact the Shipper to determine if the Shipper would like ICS to (i) make one further attempt to deliver the Original Shipment and pick up a proper Instrument for an additional surcharge OR (ii) return the Original Shipment to the Shipper at applicable ICS Courier charges. If the Consignee is not available to receive delivery of the Original Shipment, ICS Courier will leave a doorknocker at the Consignee's place of business communicating ICS Courier's unsuccessful delivery attempt and the Consignee will then be required to contact ICS Courier to arrange for another delivery attempt, in which case an additional surcharge of will apply. If the Consignee refuses to accept delivery, ICS will return the Original Shipment to the Shipper at applicable ICS Courier charges. Original Shipments will be returned using either ICS Courier Next Day™ or ICS Courier Ground™, as applicable. The Shipper agrees to pay

all additional charges and courier service charges applicable to the return of any Original Shipment.

7. ICS Courier shall not be liable for any irregularity on the face of any Instrument. ICS shall not be responsible for ensuring the genuineness or validity of any Instrument, nor shall it be liable to the Shipper if the Instrument is not honoured. ICS shall not be responsible for ensuring that the form of the Instrument complies with that agreed upon by the Shipper and the Consignee.

8. Extended Liability Coverage is only available for the Original Shipment.

***9. Subject to any applicable Extended Liability Coverage, ICS Courier's maximum liability for any and all losses, damages or costs suffered or incurred by the Shipper, the Consignee or any other person who may have an interest in the ICS COD Shipment (including indirect or consequential damages) as a result of any damage to or the loss of an Original Shipment shall, in the case of documents, including Instruments, be limited to \$4.41 per kilogram to the maximum amount of \$100.00, or in the case of goods other than documents, be limited to the value of the goods up to a maximum amount of \$100.00.***

***10. ICS Courier's maximum liability for any and all losses, damages or costs suffered or incurred by the Shipper, the Consignee or any other person who may have an interest in the ICS COD Shipment (including indirect or consequential damages) as a result of any delay in the delivery of an Original Shipment shipped using the ICS Courier Next Day™ Product shall be compensated in full by the issuance of a credit by ICS to the Shipper in the amount of the Original Shipping Charge disclosed on the Click 'n Ship Manifest.***

***11. ICS Courier's maximum liability for any and all losses, damages or costs suffered or incurred by the Shipper, the Consignee or any other person who may have an interest in the ICS COD Shipment (including indirect or consequential damages) as a result of any failure on the part of ICS to pick up the Instrument or to deliver the Instrument to the Shipper or as a result of ICS picking up an Instrument that has an irregularity in its face or fails to comply with the COD Instruction Label shall be limited in all cases to the aggregate amount of the COD Return Charge disclosed on the Click 'n Ship Manifest.***

12. The Shipper shall indemnify and save harmless ICS Courier and its affiliates and their respective directors, officers, employees or agents (each, an "Indemnified Party") from all losses, damages and costs, including all legal fees and disbursements, suffered or incurred by an Indemnified Party, which results, either directly or indirectly, from (i) any default by the Shipper or the Consignee of any of their respective obligations to ICS Courier under these Terms and Conditions or the General Terms and Conditions of Carriage or (ii) any claim or threatened claim by any person, including the Consignee, in excess of any maximum liability of ICS Courier prescribed by these Terms and Conditions or the General Terms and Conditions of Carriage.

13. ICS Courier may amend, replace, add to or otherwise alter (in all cases, an "amendment") the applicable terms and conditions, rate schedule(s) and/or additional charges schedule at any time or from time to time by posting notice of such amendment, together with the amended form, on its website at [www.icscourier.ca](http://www.icscourier.ca). All such amendments shall be

effective on the later of 30 days following such posting or such later date as ICS Courier may determine. The provisions in place at the time that the Original Shipment originates shall govern the entire COD shipment. No agent, servant or representative of ICS Courier has the authority to alter, modify or waive any applicable terms and conditions or schedules.