

ICS Courier Next Day™ General 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 Next Day™ 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.** The *ICS Courier Next Day™* on-time delivery guarantee of 11:59 p.m. for next business day delivery only applies to shipments destined to the ICS Courier Next Day™ postal code areas from the Shipper's location. Call 1-888-ICS-TRAX for details. All shipments destined to areas outside of the predefined ICS Courier Next Day™ postal code areas will be handled and delivered within the normal ICS Courier service parameters.
- 3.** The *ICS Courier Next Day™* on-time delivery guarantee of 11:59 p.m. for next business day delivery does not apply to shipments which are delayed due to circumstances beyond the control of ICS Courier or its agents, including without limitation, acts of God, public authorities acting with actual or apparent authority, riots, strikes or other labor 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.
- 4.** In the event that an ICS Courier Next Day™ shipment destined to the predefined ICS Courier Next Day™ areas of service is not delivered by 11:59 p.m. the next business day, the Shipper shall have 15 business days from the date that the shipment was delivered to request a credit. The Shipper must provide ICS Courier with the barcode tracking number of the shipment, as well as all applicable Waybill information. ICS Courier will have 30 business days from the date we receive the credit request to determine whether a credit will be issued. Credits will not exceed the cost of the original shipping charges, exclusive of taxes and duties. The foregoing shall be the aggregate and exclusive remedy of the Shipper, the Consignee and any other person who may have an interest in the shipment against ICS Courier and its agents.
- 5.** 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 Next Day™ shipment will automatically be returned to the Shipper at an additional charge.
- 6.** 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 Next Day™ shipment will be automatically returned to the Shipper at an additional charge.
- 7.** 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, shall be increased to the declared value of the shipment, 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.

8. All ICS Courier Next Day™ shipments must be accompanied with an ICS Courier Next Day™ waybill.

9. 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.