



TERMS AND CONDITIONS

This is a non-negotiable contract. Each of the conditions of this agreement are independent and severable, and the invalidity or unenforceability of any provision shall not impair in any manner the remainder of the agreement. Failure to enforce any provisions, irrespective of the number of breaches, shall not abrogate or waive any such provisions.

GENERAL

- 1) The carrier will not accept for delivery: bank bills, currency, coins, negotiable securities, statuary, paintings, or other works of art. The carrier will not be responsible for goods improperly wrapped or packed. Furthermore, any fragile, perishable, or breakable object contained in a shipment will be carried at the owner's risk only.
- 2) All Freight charges are to be paid within net 15 or 30 days from the date of invoice. Past due accounts are subject to a service charge of 2% per month. Any discrepancy must be reported within 10 days of the invoice date, or no adjustment can be considered.
- 3) All return freight charges for shipments refused by the consignee shall be the responsibility of the original shipper.

DELAYS

The carrier shall not be liable for any special, consequential, or other damages caused by delay in delivery no matter what the cause of such delay.

LIMITS OF LIABILITY

The carrier shall not be liable for any loss, damage, destruction, or unreasonable delays arising from the following sources:

1. Acts of God, acts of war, riots, government authorities, servants, or agents, public enemies, natural disasters, labour disruptions, or other causes beyond the carrier's reasonable control.
2. Defect or inherent vice in the goods shipped
3. Act or default of the shipper or owner of the goods
4. Nuclear reaction, radiation, or radioactive contamination



DECLARED VALUE OF SHIPMENTS

The carrier's liability for any loss, damage, or injury will not exceed \$2.00 per pound for the entire shipment, unless the carrier agrees in writing that the class of goods is covered by the carrier's insurance and the shipper agrees to pay an additional sum for the insurance on a higher declared value.

The shipper's signature on the Waybill or Bill of Lading constitutes a complete waiver of responsibility on the carrier's part outside of the terms listed here.

NOTICE OF LOSS OR DAMAGE

Any damage must be noted on the Waybill or Bill of Lading at the time of delivery, otherwise consignee's signature will constitute a clear receipt.

The carrier will not be liable for any damage or loss unless it is notified at its head office within 48 hours of the time of delivery, and written notice is received within ten days after shipment was received by the carrier for delivery.

The carrier will not accept responsibility for hidden damage.