

## Courier Standard Terms and Conditions

- 1) **Rate Application:** For purposes of calculating charges, shipments tendered in kilograms will be converted to pounds and rated on a per pound basis.
- 2) **Base Point Rulings:** Rates will apply to communities as outlined in Midland Courier's "MC Zone Listing" attached hereto as Schedule "D".
- 3) **Cube Application: Shipments weighting less than:**
  - 15 lbs per cubic foot will be charged on the basis of 1 cubic foot = 15 lbs for GRD Service.
  - 15 lbs per cubic foot will be charged on the basis of 1 cubic foot = 15 lbs for AIR Service.
  - Linear foot rule: Any single shipment exceeding 10 feet of trailer space will be cubed at 1000 lbs per linear foot.
  - Skids exceeding 72" in height will be cubed to full height of 96" (see cube guidelines for details)
- 4) **Shipment Restrictions:** The maximum weight of any single package must not exceed 150 lbs (68 kgs). The maximum size of any package must not exceed 130" (330 cm) in length and girth combined, or part thereof.
- 5) a) **NAV Canada Surcharge:** Calculated at 7.5% of shipment charges. Surcharge is subject to change upon notification from NAV Canada, a private sector company responsible for all air navigation services.  
  
b) **Aviation Insurance-Security Surcharge:** Calculated at a percentage of shipment charges. Surcharge is subject to change and notification will be provided on our invoice statements.
- 6) **Schedule of Additional Services and Charges:** Services and charges as per attached Schedule "C" - "Value Added Services".
  - a) **Cheque Return:**
    - i) **Waiver of Freight Charge / Limited Remedy:** All related transportation charges will be waived if a shipment is delivered without collection of a cheque, a cheque is lost, damaged to such an extent that it is uncollectable, or is otherwise uncollectable owing to the fault or negligence of Midland Courier, its employees or agents. Subject to the Limitation of Liability below and to the waybill, such waiver shall be Midland Courier's sole obligation and the sole remedy available to the shipper or consignee from any cause whatsoever arising hereunder, including without limitation, from Midland Courier's negligence or that of its agents or employees, the loss or damage to any cheque and the failure to receive a Certified Cheque, Cash or Money Order when the shipper specified that such was to be accepted. Without limiting the foregoing, none of Midland Courier, its agents or employees shall in any event, including negligence, be liable for any special, indirect or consequential damages, including but not limited to lost profits, lost business revenue, or failure to realize expected savings, even if one or more of such persons has been informed of such possibility.

## Courier Standard Terms and Conditions

- ii) **Responsibility of Payment:** The shipper will assume all responsibility for payments which are returned by the bank for any reason. Midland Courier shall have no liability arising from the non-collectibility of any cheque. Where, through no fault of the carrier, the goods cannot be delivered, the carrier shall give notice to the consignor that the delivery has not been made, and shall request disposal instructions. Pending the receipt of such disposal instructions the goods may be stored in the warehouse of the carrier, subject to a \$10.00 per day charge for storage after five (5) working days, or provided that the carrier has notified the consignor of his intention, the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
  
- iii) **Limitation of Liability:** If no declared value is shown on the waybill, the maximum liability of Midland Courier, its employees and agents arising from the carriage of the shipment, its loss, damage or destruction, the receipt of any cheque, the failure to receive a Certified Cheque, Cash or Money Order when such is specified by the shipper, or otherwise out of this contract is limited to \$2.00 per pound regardless of the basis of the claim of the shipper or consignee. Pre-authorization by a local Midland Courier office is required for shipments exceeding \$1,000.00 valuation.
  
- iv) **Form of Payment:** Payment is accepted in the form of a **STANDARD CHEQUE ONLY. CASH, MONEY ORDERS OR CERTIFIED CHEQUES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.** If, however, Midland Courier inadvertently accepts payment in a form other than a standard cheque, Midland Courier will not have any liability beyond that stated for a standard cheque.
  
- b) **9:00 AM Delivery Service:** Midland Courier will refund or credit the transportation charges to the payer, upon request, if Midland Courier delivers the shipment after 9:00 AM on the scheduled delivery day subject to the following: 1) shipment destination must be a 9:00 AM guaranteed delivery point. 2) the delay must not be caused by some event beyond the control of Midland Courier, including but not limited to, any act, default or omission of the shipper, owner, receiver or any party having an interest in the shipment, defects or inherent vice in the shipment, inadequate or incorrect markings or address information, acts of God, perils of the air, weather conditions, mechanical delays, disruption in air or ground transportation networks, acts of public enemies, quarantine, war, strikes or other labor disruptions, riots or civil commotions and acts of public authorities.
  
- c) **Deferred Air Service:** Offered on a non-guarantee basis only. Service is available with a 2nd day delivery standard from direct Ontario/Quebec points to major Nfld cities only. For this rate/service

## Courier Standard Terms and Conditions

7) **Payment Terms & Invoice Requirements:**

- Charges are payable in Canadian dollars unless otherwise stated.
- Invoices are payable within 30 days of the shipment date. Invoices exceeding 30 days are subject to an interest charge of 1.5% per month. Disputed invoices must be brought to the attention of Midland in writing and in no event, more than 90 days after shipment date.
- All special billing requirements must be documented with Midland Transport prior to signing this agreement.
- Failure to comply with the credit terms will result in the cancellation of your preferred rates. The 15 day notification clause contained in this agreement will not apply under these circumstances. Any shipments tendered will be rated at the general tariff rate schedule.

8) **Fuel Surcharge:** In the event of unforeseen circumstances, rates may be subject to a fuel surcharge. Prior to implementation, notification will be provided on our invoice statements.

9) **Reweigh and Recube of Shipments:** Midland Courier reserves the right to verify the weight and/or the cubic dimensions of all shipments. Freight charges will be calculated on the verified weight and or verified cubic dimensions.

10) **Taxes:** Shipments subject to applicable federal and provincial taxes.

11) a) **Liability:** The amount of any loss or damage shall not exceed \$2.00 per pound (computed on the actual weight of the shipment) unless a higher value is declared on the face of the Waybill by the consignor. Midland will have no liability where, on an individual shipment basis, the claim amount is \$50.00 or less. Products consisting of ceramics, glass, liquids, perishables, personal goods, porcelain or otherwise of a fragile nature are carried at the sole risk of the consignor. Such agreement covers only such risks as are necessarily incidental to transportation. All claims for loss, damage or delay shall be made by Customer in writing within sixty (60) days after delivery of the goods or, in the case of failure to make delivery, within nine (9) months from the date of shipment.

b) **Delay:** Midland is not bound to transport the goods by any particular vehicle or in time for any particular market or otherwise other than with due dispatch, unless specifically provided otherwise herein.

c) **Proof of Delivery:** Notwithstanding any other term or condition of this Rate and Service Agreement to the contrary, including Section 12 herein, in no event shall Midland be liable to consignor, consignee, owner or any third party for any loss, damage or destruction of the goods where the consignee/owner has signed a Proof of Delivery indicating that the goods have been received in good order.

d) **Force Majeure:** Midland shall not be liable for loss, damage or delay to any of the goods caused by an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, quarantine or differences in weights of grain, seed or other commodities caused by natural shrinkage.

## Courier Standard Terms and Conditions

- e) **Terms Incorporated into Carrier's Waybill:** In the event that the customer's Waybill is used, the terms and conditions contained in this Rate and Service Agreement are incorporated by reference into the customer's Waybill and in the event of any conflict or ambiguity between the terms and conditions of this Rate and Service Agreement and the terms and conditions of the customer's Waybill, the terms and conditions of this Rate and Service Agreement shall take priority and govern. Without limiting the generality of the foregoing, the limitation of liability provisions contained in Sections 11 and 12 of this Rate and Service Agreement shall apply to all contracts of carriage between Midland and customer irrespective of which party's Waybill is used and even if a Waybill is not used.
- f) **Exclusion of Consequential Damages:** Notwithstanding any term or condition of the customer's Waybill, if any, to the contrary, in no event shall Midland be liable to customer, owner, consignor, consignee or any third party interested in the goods for any special, indirect, incidental or consequential losses or damages including, but not limited to, loss of profits, downtime costs, delay costs and costs of substitute equipment arising out of or relating in any way to the non-delivery, misdelivery, delay in delivery or late delivery of the goods or the loss, damage or destruction of the goods, howsoever caused, including, without limitation, the negligence, gross negligence or the fundamental breach of this contract by Midland, its servants or agents, whether or not Midland had knowledge that such losses or damages may be incurred.
- g) **Personal Goods:** Midland Courier accepts no liability for damages or shortages reported in transit, at time of delivery or beyond. The shipper will hold Midland Courier, any of its employees or agents harmless and further agrees to defend it from any claims filed by the shipper or any other party who wishes to submit a claim against the said shipment.
- 12) **Valuation Charge:** Declared values in excess of \$100.00 are subject to a valuation charge of \$3.00 per \$100.00 or part thereof. If the declared value exceeds \$999.99, preauthorization by your local Midland Courier office is required.
- 13) **General:** This agreement may be terminated by either party upon written notification at least 30 days prior to cancellation. General tariff rates, terms and conditions will apply on shipments to/from locations not covered in this agreement.
- 14) **Effective Date of Contract:** Upon the receipt of this Rate & Service Agreement and either the signing of this Rate & Service Agreement or the provision of carrier services by Midland to the customer, a contract shall have been constituted between Midland and the Customer for the provision of carrier services described in this Rate & Service Agreement. Customer's tendering of a shipment to Midland shall be deemed to be its acceptance of the terms and conditions contained in this Rate & Service Agreement, whether or not this Rate & Service Agreement is signed by the customer.
- 15) **Effective Date of Preferred Rate:** The Amended Terms and Conditions attached hereto as Schedule "A" and the Preferred Rates attached hereto as Schedule "B" shall not be effective until such time as this Rate and Service Agreement is signed and returned to Midland during normal business hours.

## Courier Standard Terms and Conditions

- 16) **Governing Law:** This agreement will be interpreted and governed by the laws of the Province of New Brunswick and the parties agree to submit to the exclusive jurisdiction of the courts of such province.
- 17) **Language of Choice:** This agreement has been written in the English language at the request of the parties. Cette entente a été rédigée en anglais à la demande des parties.
- 18) **Carbon Surcharge:** Due to an uncontrollable cost to Midland by the Federal Government, a carbon surcharge will be applied to all shipments.
- 19) **Pilot Fatigue Surcharge:** Due to an uncontrollable cost to Midland by air cargo carriers, a pilot fatigue surcharge will be applied to all air shipments.