

1.0 Services:

Sidney Courier Limited Limited in conjunction with its affiliates is engaged in the transportation of shipments by the following services: Next Day, Same Day, 4 Hour and 2 Hour. The services offered to the customer are in accordance with the terms and conditions set out herein and in accordance with Sidney Courier's published and or specified rates.

2.0 Commodities Serviced & Restrictions:

Sidney Courier offers services of general commodities, as usually defined, subject to the following restrictions:

2.1 Maximum Weight & Size:

Sidney Courier may, in its sole and absolute discretion, not accept or may refuse to provide service in respect to any Package or article: Weighing more than 150 lbs (68KG), Irregularly shaped Packages or objects are to be treated as if they were in a rectangular box for the purpose of measuring. Additional charges, including an Over Sized Shipment surcharge may apply to any such Package tendered for transportation and only available on request.

2.2 (a) Limitation of Liability of SIDNEY Courier:

If no Declared Value is declared in writing by the Shipper to Sidney Courier as in clause 2.2(b) below, it is agreed that for claims purposes (including a claim based upon failure to deliver, misdelivery, damage, loss or theft of packages), Sidney Courier's liability is limited to a maximum of \$50 per shipment regardless of the circumstances, including but not limited to, the gross negligence or negligence of Sidney Courier and its employees, contractors or agents. However, for all late or delayed shipments, clause 2.2(c) applies

(b) Limitation of Liability of SIDNEY Courier:

An additional charge must be paid to SIDNEY Courier if the Shipper wishes to obtain Declared Value protection in excess of \$50 per shipment. However, Declared Value protection does not protect against late or delayed shipments: see 2.2(c) below. The maximum Declared Value for a shipment is \$1,000, in which case Sidney Courier's maximum liability will be \$1,000. However, all jewelry shipments (other than costume jewelry) are limited to a maximum Declared Value of \$500 per shipment. Any effort by the Shipper to declare a value in excess of these maximum amounts shall be null and void. The acceptance for carriage by Sidney Courier of any shipments bearing a Declared Value in excess of these maximum amounts does not constitute a waiver of this provision.

(c) Limitation of Liability for Consequential Losses:

Sidney Courier shall not be liable for any special, incidental or consequential damages (collectively, the "Consequential Damages") including, but not limited to, loss of profit incurred by the Shipper or any other person or company as the result of Sidney Courier's (or its agents) acts or omissions, including gross negligence or negligence causing damages, failure to deliver, misdelivery, loss or theft of shipment, or late or delayed shipment. In any such event, Sidney Courier's liability shall be limited to either a refund or credit of the shipping charges (pursuant to the terms of Sidney Courier's shipping guarantee in effect at time of shipment, if the shipment has been guaranteed by Sidney Courier to arrive on time). This limitation of liability applies to all shipments, regardless of whether the Shipper has declared a value of the shipment (as per 2.2 (b) above) and paid the additional charges.

In no event shall Sidney Courier be liable for Consequential Damages even if advised in advance of the possibility of such damages.

(d) Items for which SIDNEY Courier has no liability:

Notwithstanding anything in clause 2, Sidney Courier will have no liability whatsoever for: (i) any items that are prohibited herein from being shipped with it; (ii) loss or damages to perishable items requiring protection from heat or cold, to the extent the loss of damages results from exposure to heat or cold or the perishable nature of the items; (iii) any loss or damages to any package due to improper packaging; and (iv) any causes beyond Sidney Courier's control such as acts of God, strikes, lockouts, and power disruptions.

2.3 Tenders:

No Service shall be rendered in the transportation of tenders. Should a Shipper ship a "tender" without written approval from Sidney Courier, Sidney Courier will not be held responsible in any manner, financially or otherwise, for the consequences of failure to deliver a shipment by a stipulated time.

2.4 No Dangerous Goods:

No service shall be rendered in the transportation of any dangerous goods/ hazardous materials which are subject to regulation by the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO), or the Canada Transportation of Dangerous Goods Act. Goods that fall within the parameters of "Limited Quantities" under the Transportation of Dangerous Goods Regulations may be shipped with Sidney Courier at the discretion of Sidney Courier.

2.5 Consumer Commodities:

Items classified as "consumer commodities" by Transport Canada are accepted via Sidney Courier ground service within Canada. Some restrictions apply in areas not accessible by ground. Call Sidney Courier for details.

2.6 Items Prohibited/Restricted by Sidney Courier:

No service shall be rendered in the transportation of any of the prohibited items listed below. In the event that any such prohibited article enters the Sidney Courier system, this does not constitute a waiver on the part of Sidney Courier and Sidney Courier shall have no liability whatsoever for delay, loss or damage to any such article, even if the Shipper has entered a Declared Value on the shipping document. Shippers are prohibited from shipping articles of unusual value via Sidney Courier. Articles of unusual value shall be deemed to include, but are not limited to: Currency, negotiable instruments (except cheques) and money orders; human remains in any form; any shipment that, in Sidney Courier's judgment, could cause damage or delay to equipment, personnel, or other Shipments.

Articles requiring pre-approval for shipping within Canada, Internationally or both: alcohol; antiques; artwork; biological substances Category B; ceramics; china; collectors' items; confectionery products such as potato chips in any form, chocolate in any form, pastries and baked goods in any form; dangerous goods; diagnostic specimens; dry ice; firearms; furs; gem stones; glass, crystal; industrial diamonds; jewelry shipment in excess of \$500; liquids; live animals, birds and insects; perishables; pottery; precious metals (any article containing more than 50% by weight of a precious metal); seeds; live plants and cut flowers; pornographic materials; unset precious stones; watches containing more than 50% of a precious metal or any precious gem stone; or any shipment, in Sidney Courier's judgment, could cause damage or delay to equipment, personnel or other shipments This list may be amended from time to time by Sidney Courier. Shipments containing pre-

approval articles are transported at the Shipper's risk, including without limitation for delay, loss, theft or damage. In the event that any pre-approval article enters the Sidney Courier system without having obtained Sidney Courier's pre-approval, this does not constitute a waiver on the part of Sidney Courier and Sidney Courier shall have no liability whatsoever for delay, loss, theft or damage to any such article, even if the Shipper has entered a declared value on the shipping document. Pre-approval is defined as Sidney Courier's written consent, as evidenced by an agreement settling out the pre-approval article(s) to be transported, which is signed by authorized representatives of Sidney Courier and the Shipper.

2.7 Perishable & Thermal-sensitive Goods:

Sidney Courier does not provide a protective service for the transportation of perishable commodities or for commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the Shipper's risk of damage occasioned by exposure to heat or cold. In the event that any pre-approval article enters the Sidney Courier system without having obtained Sidney Courier's pre-approval, this does not constitute a waiver on the part of Sidney Courier and Sidney Courier shall have no liability whatsoever for delay, loss, theft or damage to any such article, even if the Shipper has entered a declared value on the shipping document.

2.8 Prohibited by Law:

No service shall be rendered by Sidney Courier in the transportation of any shipment which is prohibited by law or regulations of any government.

3.0 Right of Inspection:

Sidney Courier reserves the right to open and inspect any Shipment tendered to it for transportation, but is not obligated to do so.

4.0 Rates:

Refer to your rate guide in effect at the time of shipping for specific rates; or call Sidney Courier for details: or refer to the quoting section on the Sidney Courier website. Rates are subject to change at anytime without notice.

5.0 Refusal of Shipments:

Sidney Courier reserves the right to refuse any Package that by reason of the dangerous nature or any other character of it's contents is liable, in judgment of Sidney Courier, to soil, taint, or otherwise damage other merchandise or equipment, or that is economically or operationally impracticable to transport, or that is improperly packaged, wrapped, or labeled.

6.0 Proper Packaging & Labeling:

Packaging: Packages tendered to Sidney Courier must be packed or wrapped as to meet the requirements set forth in Safe Transit Association (STA) Procedure 3A (Procedure for Testing Packaged Products). Sidney Courier will not be liable for delay, damage to or loss of goods caused or contributed to by defects or inadequacy of the packaging used by the Shipper, or for damage to or loss of the packaging used by the Shipper. The use of Sidney Courier - provided packaging is not a guarantee that an item is sufficiently packaged for transportation. Sidney Courier does not provide special handling for Packages bearing "Fragile," Package orientation markings (e.g., "UP" arrows or "This End Up"), or any other similar markings.

Labeling: Every package tendered to Sidney Courier must contain complete From and To details including postal code or Zip code, contact names, telephone numbers and an Sidney Courier tracking number. Sidney Courier cannot deliver to a P.O. Box and or a Rural Route number. Shipments

require a street address including apartment/suite/unit numbers and the consignee's telephone number. Multiple-piece shipments (as defined in section 7.1) must be labeled with the full delivery address on each piece and each piece individually marked "1 of 3", "2 of 3", "3 of 3", etc.

7.0 Reweigh:

Sidney Courier reserves the right to reweigh shipments, notwithstanding that a weight has been declared on the shipping document. The reweighed weight determined by Sidney Courier may be applied for the assessment of rates, and the Shipper agrees to pay same. Reweighing adjustment charges may not be reflected on the same invoice as the original transportation charges.

- 7.1 Multiple-Piece Shipments:
All shipments covered under a single Sidney Courier waybill/tracking number are considered a single shipment for the purpose of calculating shipping charges.
- 7.2 Rounding Measurements:
Shipment dimensions must be rounded up to the closest whole CM. Shipment weights must be rounded up to the next whole pound.

8.0 Additional Surcharges

In the event of special circumstances additional charges may be applicable pursuant, but not exclusive to the following"

- 8.1 Re-Attempted Delivery Charge:
If for some reason, Sidney Courier is unable to deliver a shipment, the Shipper will be notified of the circumstances surrounding the failed attempt, and will request further instructions. If the Shipper requests Sidney Courier re-attempt the delivery an additional charge may apply.
- 8.2 Deadcall Charge: (Unavailable Pick-ups)
If Sidney Courier is unable to make a pick up of a Shipment, the Shipper will be informed and a dead call charge will be applied.
- 8.3 Waiting Time Charge:
A "Waiting Time Charge" may be applied when an Sidney Courier driver has to wait for either a pick up or delivery of a shipment.
- 8.4 Additional Handling:
Where applicable, an Additional Handling Fee, in effect at the time of shipping, may be added to the shipping charge for the following: Any article that is encased in an outside shipping container made of metal or wood, Any cylindrical item, such as a barrel, drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container, Sidney Courier also reserves the right to assess the Additional Handling Charge for any Package that, in Sidney Courier's sole discretion, requires special handling.

9.0 Return of Undeliverable packages:

Shipments which are sent "prepaid" by the Shipper and which are refused by the Consignee or which for any other reason cannot be delivered, will be promptly returned to the Shipper with an additional charge being billed to and paid for by the Shipper. Shipments which are sent "collect" or "third party" by the Shipper and which are refused by the Consignee, or which for any other reason cannot be delivered, shall be promptly returned to the Shipper with all shipping and additional charges billed to and paid for by the Shipper. If the returned Package is refused by the Shipper, or the Package cannot otherwise be returned to the Shipper, Sidney Courier will retain the Package for a period of time determined at its sole discretion, but no more than thirty (30) days, and Sidney Courier reserves the right to dispose of the Package thereafter.

10.0 Proof of Delivery (P.O.D.):

Delivery can be verified by calling Sidney Courier or referring to the On-Line tracking system at www.sidneycourier.ca

10.1 Verbal Proof of Delivery:

Verbal confirmation of delivery is available to both the Shipper and Consignee. The proof of delivery will consist of the name of the person who signed for the Shipment, the time and date the Shipment was delivered.

10.2 Hard Copy Proof of Delivery:

Upon request Sidney Courier will provide proof of delivery via email. Sidney Courier reserves the right to assess the Shipper an additional charge, set forth in the Sidney Courier rates applicable to the Shipment in effect at the time of shipping, for each successfully transmitted or mailed P.O.D.

11.0 Service Guarantee:

In the event Sidney Courier fails to complete delivery or attempt delivery, within the time commitment, Sidney Courier, at its option, will reduce the charges to the next appropriate service level either by credit or refund for each such shipment, to the payer only, upon request, subject to the following conditions:

11.1 Terms and Conditions of Guarantee:

The service guarantee for on-time delivery is subject to the following conditions: Sidney Courier's guaranteed delivery schedule must state that the destination point qualifies for the service commitment from the origin point. The Shipment must be properly documented on an Sidney Courier pick up record and each Package in the Shipment must bear the appropriate Sidney Courier waybill. Each package in the Shipment must be properly labeled, including From/To address details, with the Consignee's correct name, deliverable address, postal or ZIP Code, and telephone number. Sidney Courier will not guarantee delivery to a P.O. Box or Rural Route Number. For 9:30 a.m., 10:30 a.m., the appropriate information must be recorded on the waybill and Sidney Courier must be made aware of the required service at the time of order. The shipment must be tendered to Sidney Courier during Sidney Courier's published business hours. Sidney Courier must be notified of a service failure in writing or by telephone within fifteen (15) calendar days from the date of scheduled delivery and must be advised of the Consignee's name, address, date of shipment, package weight, the Sidney Courier order number.

11.2 Limits & Restrictions:

The on-time delivery guarantee does not apply to shipments which are delayed due to causes beyond Sidney Courier's control including, but not limited to the following; the unavailability or refusal of a person to accept delivery of the Shipment, delays caused by the Consignee, acts of God, public enemies, public authorities acting with actual or apparent authority on the premise, acts or omissions of customs or similar authorities, riots, circumstances arising before, during, or after a strike or other labour disputes, civil commotions, disruptions in the air or ground transportation network (such as weather phenomena), authority of law, defect or inherent vice in the goods shipped, and nuclear reaction, radiation or radio active contamination and natural disasters. The on-time delivery guarantee does not apply to Packages subject to Additional Handling, or to any Package containing articles listed as a Prohibited Article (Section 2.6) or any Dangerous Goods Shipment (Section 2.4). The on-time guarantee does not apply to shipments picked up from or delivered to certain extended points deemed to be Beyond Points. Sidney Courier reserves the right to refuse any request for a credit or refund when such request is made by a party other

than the payer of the shipping charges. The Sidney Courier online tracking system accessed via www.sidneycourier.ca and tracking information obtained through the website are the private property of Sidney Courier. Sidney Courier authorizes you to use the online tracking system solely to track shipments tendered by or for you to Sidney Courier for delivery and for no other purpose. Without limitation, you are not authorized to make the information available on any website or otherwise reproduce, distribute, copy, store, use or sell the information for commercial gain without the expressed written consent of Sidney Courier. This is a personal service, thus your right to use the Tracking System or information is non assignable. Any access or use that is inconsistent with these terms is unauthorized and strictly prohibited.

12.0 Procedures for Claims:

A claim may be filed by the customer when Sidney Courier does not meet its on-time delivery commitment, or for loss of or damage to a Shipment. Tracing or tracking a missing Package does not mean that a claim has been filed. Claims must be submitted to Sidney Courier by telephone at 250.656.7447 or in writing to: Sidney Courier Limited Ltd. 9584 Hampden Road, North Saanich, BC Attention: Claims Department. All claim notifications must include shipment details, including address information (from/to), date of shipment, package weight, the Sidney Courier order number, the waybill number and a detailed statement of what is being claimed. Claims must be lodged within the following time periods: Loss or Damage Claims Verbal notification within 24 hours and written notification within 15 days, Claims of Concealed Damage Verbal notification within 48 hours of delivery, Service Guarantee Claims Verbal notification within 24 hours written notification within 15 days.

13.0 Taxes:

All applicable Federal and Provincial taxes required by law will be charged on all costs and surcharges. The customer agrees to pay Sidney Courier any and all taxes assessed to their account.

14.0 Payment for Service:

Sidney Courier's credit terms require payment of all charges upon receipt of Sidney Courier's invoice. The Shipper agrees to pay Sidney Courier all shipping charges in the event of nonpayment by the Consignee or the alternative party invoiced. In the event the customer fails to pay the invoice, Sidney Courier reserves the right to place the customer on a "cash only" basis as well as implementing any other legal rights and remedies available to it.

14.1 Collection Costs:

Customer is responsible for all expenses in the collection of monies that have not been paid within the terms specified; or when the Shipper assumes responsibility of payment of shipping charges in the event of nonpayment by the Consignee or the alternative party invoiced.

14.2 Declined Payments:

Sidney Courier reserves the right to apply an Administration Charge should a Customer default on paying for services due to declined credit card, insufficient funds to cover Pre Authorized Payment Plan and or payment by cheque.

15.0 Future Changes:

Rates, charges terms and conditions and services are subject to change without notice. The most current rates, charges, terms and conditions and services may be obtained online at www.sidneycourier.ca or by calling 250.656.7447.

16.0 Packages Which Have Been Refused or Are Unidentifiable:

If for any reason a Package or Shipment in the possession or control of Sidney Courier cannot be either delivered to the Consignee or returned to the Shipper, including without limitation because the Package or Shipment has been refused or abandoned by the Consignee and or the Shipper or because the Shipper and or Consignee cannot be ascertained for any reason, Sidney Courier will retain the Package or Shipment for a maximum period of 30 days or such longer period of time as in its sole discretion it determines ("Holding Period"). At the expiration of the Holding Period, Sidney Courier is deemed to have fulfilled all obligations that it may as common carrier; the Shipper and Consignee will be deemed to have relinquished any and all proprietary rights in Packages and Shipments and or their contents which remain unidentified and or undeliverable ("Unclaimed Goods"); and to the fullest extent permitted by law, full and clear title to the Unclaimed Goods will pass to Sidney Courier. Following the Holding Period, Sidney Courier may dispose of the Unclaimed Goods in any manner it elects, including without limitation by sale or consignment to a third party and the sole recourse of the Shipper and or Consignee shall be in accordance with this section.

17.0 All figures in Canadian dollars:

All dollar figures referred to in these Terms and Conditions are in Canadian dollars.

18.0 Acceptance

By confirming any service offered by Sidney Courier full and entire agreement of these terms and conditions are considered accepted.

