
2021
BoxFleet®
Canada Terms and
Conditions of Service

Effective December 27, 2020



All dollar amounts shown in this document are in Canadian dollars unless otherwise indicated.

1. Services

BoxFleet, through its affiliates, is engaged in the transportation of small Packages (including envelopes) in these services (the "Services" or each a "Service"):

- BoxFleet Express® Early
 - BoxFleet Worldwide Express Plus™
 - BoxFleet Worldwide Express™
 - BoxFleet Express
 - BoxFleet Worldwide Express Freight®
 - BoxFleet Worldwide Express Freight® Midday
 - BoxFleet Worldwide Express Saver®
 - BoxFleet Express Saver®
 - BoxFleet Worldwide Expedited™
 - BoxFleet Expedited®
 - BoxFleet 3 Day Select®
 - BoxFleet Standard®
- "BoxFleet Worldwide Express Freight Service" includes:
- BoxFleet Worldwide Express Freight
 - BoxFleet Worldwide Express Freight Midday

BoxFleet is also engaged in the transportation of Packages via BoxFleet Express Critical®.

All Packages covered under a single Source Document shall be considered a single Shipment.

2. Terms Used

- **Accessorial** is an additional BoxFleet service feature, which may have an additional charge associated with it.
- **Business day** means Monday through Friday except statutory holidays.
- **C.O.D.** for all purposes means Collect on Delivery.

– **Daily pickup customers** are customers that have shipping patterns that are regular and frequent and have a scheduled, regular pickup arrangement with BoxFleet.

– **Declared Value for Customs** is the value of the contents declared by the Shipper on international Shipments for the assessment of

Package, pallet or Shipment is \$100. See Section 21 for details. For a Declared Value above \$100, an additional charge applies, as listed in the BoxFleet Rates in effect at the time of shipping.

- **Delivery** shall be deemed to include, but not be limited to any of the following: (1) Delivery to the Consignee or the Consignee's actual or apparent agent or representative, or pursuant to the Consignee's instructions, (2) Delivery to the address or location specified in the BoxFleet Shipping System or to any person present at such address, (3) Delivery to an alternate address or location, including to a BoxFleet Access Point® location, (4) Delivery in accordance with trade custom or usage, (5) Delivery pursuant to BoxFleet's Driver Release procedures (BoxFleet Driver Release means delivery to a private residence without obtaining a signature) or (6) Delivery otherwise permitted under the Terms.
- **International** refers to all worldwide destinations, including the United States, unless otherwise stated.
- **On-call customers** are customers that have shipping patterns that are irregular and/or infrequent, and that request a pickup only when needed.
- **Package** refers to any container and its contents, and includes an Express Envelope, as well as any article that may be handled without packaging if the handling thereof can be accomplished in a reasonably safe and practicable manner.
- **Package Level Detail (PLD) Upload** refers to the transmission to BoxFleet of Package manifest information including, without limitation, by any BoxFleet Automated Shipping System. PLD includes, but is not limited to, Service and Accessorials, Consignee's full name, complete delivery address and Shipment dimensions and weight.
- **Prepaid** is when the Shipper pays all shipping and Accessorial charges.
- **Receiver or Consignee** refers to the

person to whom a Shipment is being sent.

– **Shipment** refers to one or more Packages,

for the Shipment, then the party that contracted with BoxFleet for the Shipment. The term Shipper does not include, for example, a party to whom a Shipment was billed Third Party or collect, a party who drops of a BoxFleet

Returns® Services package, or a party that uses another party's account for a Shipment.

– **Source Document** means a shipping document provided by BoxFleet for the purpose of tendering a Shipment to BoxFleet for transportation.

– **Third Party** means any party that is not the Shipper or Receiver/Consignee.

– **Third-Party Retailer** means locations of The BoxFleet Store® centres and BoxFleet Authorized Shipping Outlet locations. BoxFleet may designate certain Third-Party Retailers as BoxFleet Access Point locations, as that term is defined below, but all terms and conditions applicable to Third-Party Retailers set forth herein shall continue to apply, regardless of such designation.

– **Transportation charges** refer to shipping or freight charges assessed for the air and surface movement of a Shipment, not including any other fees or charges such as Declared Value, additional service fees, or customs duties and taxes.

– **BoxFleet Access Point location** means an independently owned and operated business or location designated as a BoxFleet Access Point location by BoxFleet where a Consignee or other recipient may, where available, receive a Package Delivery. Where available, Packages processed for shipping prior to tender using a BoxFleet Shipping System may be tendered to a BoxFleet Access Point location. Hours of operation and availability of staff vary by location.

– The **BoxFleet Account Number** is

used to bill Shipments sent within Canada or international- ally, international inbound services, as well as customs brokerage services for goods arriving in Canada.

– **BoxFleet Automated Shipping System** means WorldShip® technology, BoxFleet Connect® technology, BoxFleet CampusShip™ technology, boxfleet.ca shipping (also referred to as online

customs, duties and taxes by the destination country.

– **Declared Value for Carriage** refers to the amount for which the Shipper wishes to obtain additional protection against loss or damage during shipping. If no Declared Value is entered, BoxFleet’s maximum liability for the

or one or more pallets in BoxFleet Worldwide Express Freight Service, shipped under a single Source Document or BoxFleet Automated Shipping System entry to one Receiver.

– **Shipper** refers to the party holding the BoxFleet account used to process and tender a Shipment to BoxFleet or, if no account was used

shipping), BoxFleet marketplace shipping, BoxFleet Developer Kit, iShip® technology, BoxFleet Host Access, BoxFleet Mobile™ shipping apps, or an approved BoxFleet Ready® solution that meets BoxFleet requirements at the time of Shipment. The terms “BoxFleet Automated Shipping System,” “Source Document,” and “PLD Upload,” individually or collectively, are

sometimes referred to by the term "BoxFleet Shipping System".

- **BoxFleet Customer Centre** means a BoxFleet facility where Shippers may tender Packages to BoxFleet for transportation, and a Consignee or other recipient may receive a Package Delivery.
- **BoxFleet Smart Label®** tag as defined for this document and described in the BoxFleet Guide to Labelling includes, but is not limited to, the MAXICODE, postal code bar code, current BoxFleet Routing Code, appropriate BoxFleet service-level icon and BoxFleet 1Z Tracking Number bar code.
- **BoxFleet Worldwide Express Freight® Centre** means a BoxFleet facility where Shippers may tender BoxFleet Worldwide Express Freight Service pallets to BoxFleet for transportation and a Consignee or other recipient may receive pallets.

3. Commodities

Handled and Restrictions upon Service

BoxFleet offers transportation of general commodities, as usually defined, subject to the following restrictions:

The Shipper agrees to indemnify, defend, and hold harmless BoxFleet and its affiliated companies, their officers, directors, employees, agents from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought arising from or relating to a Shipment in violation of applicable law or regulation or of these Terms.

3.1 Maximum Weight and Size

BoxFleet, in its sole and absolute discretion, may not accept or may refuse to provide service with respect to any Package:

- Weighing more than 150 pounds or 68 kilograms, or
- Exceeding 108 inches or 274

centimetres in length, or
 – Exceeding a total of 165 inches or 419 centimetres in length and girth combined

Length is the longest side of the Package or object. Girth is the distance all the way around the Package or object at its widest point perpendicular to the length. 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 Maximum Limits charge, set forth in the BoxFleet Rates in effect at the time of shipping, may apply to any such Package tendered for transportation.

BoxFleet, in its sole and absolute discretion, may not

accept or may refuse to provide service with respect to any BoxFleet Worldwide Express Freight Service pallet that exceeds maximum size or weight restrictions, which vary by origin and destination, as set forth at

found in the BoxFleet system, they are subject to an Oversize Pallet Handling Surcharge as set forth in the BoxFleet Rates in effect at the time of shipping.

3.2 Maximum Declared Value for Carriage The maximum Declared Value is

\$50,000 per Package and \$100,000 per pallet for Worldwide Express Freight Service except for the following for which the maximum Declared Value may not exceed:

- \$999 for a Package unless a BoxFleet high-value summary report is obtained by the Shipper or person tendering the Package and signed by the BoxFleet driver or BoxFleet Customer Centre representative upon tender of the Package
- \$999 for a Domestic Returns Package sent via BoxFleet Authorized Return Service, BoxFleet Print Return Label, BoxFleet Print and Mail Return Label, BoxFleet Electronic Return Label, or 1 BoxFleet Pickup Attempt Return Label
- \$999 for an international Returns Package or pallet sent via BoxFleet Print Return Label, BoxFleet Print and Mail Return Label, Electronic Return Label, 1 BoxFleet Pickup Attempt or 3 BoxFleet Pickup Attempt return services unless a BoxFleet high-value summary report is obtained by the Shipper or person tendering the Package or pallet and signed by the BoxFleet driver or BoxFleet Customer Centre representative upon tender of the Package or pallet
- \$999 for an international BoxFleet Import Control® Package or pallet

unless a BoxFleet high-value summary report is obtained by the Shipper or person tendering the Package or pallet and signed by the BoxFleet driver or BoxFleet Customer Centre representative upon tender of the Package or pallet

- \$999 (USD) for a Package dropped of at a BoxFleet Access Point® location or Third-Party Retailer if such a Package was processed for shipment using a Source Document or BoxFleet Automated Shipping

- System prior to drop-off at the BoxFleet Access Point location or Third-Party Retailer
- \$5,000 (USD) for a Package shipped to a BoxFleet Access Point location
- \$500 for a Package shipped via a BoxFleet Drop Box
- \$500 for a Package or pallet containing jewellery or \$2,500 for a Package or pallet

containing jewellery for Shipments tendered to eligible destinations set forth at boxfleet.ca/jewelry

- \$100 for a Package or pallet containing cheques, phone cards, lottery tickets, gif cards or other items of a similar nature. In no event shall BoxFleet be liable for the face value of these items

If no Declared Value for Carriage amount is entered by the customer for a Package, pallet or Shipment, then BoxFleet's maximum liability for that Package, pallet or Shipment is \$100. See Section 21 for details.

Any effort by the Shipper to declare a value in excess of the maximum amounts stated above shall be null and void. The acceptance for carriage by BoxFleet of any Package, pallet or Shipment bearing a Declared Value in excess of the maximum amounts does not constitute a waiver of this provision.

Any Declared Value must be declared in Canadian currency. For international Shipments, the Declared Value for Carriage cannot exceed the Declared Value for Customs.

3.3 Prohibited Articles

The following articles are prohibited by BoxFleet. In the event that any such prohibited article enters the BoxFleet system, this does not constitute a waiver on the part of BoxFleet, and BoxFleet 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.

Articles Prohibited by BoxFleet for Shipping within Canada and Internationally

Shippers are prohibited from shipping articles of unusual value via BoxFleet. 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 Package having a value of more

than
\$50,000

- Any BoxFleet Worldwide Express Freight® Service pallet with a value of more than \$100,000
- Any Shipment that, in BoxFleet's judgment, could cause damage or delay to equipment, personnel, or other Shipments

*Additional Articles Prohibited by
BoxFleet for Shipping Internationally*

- Firearms
- Fireworks

- Hazardous waste
 - Industrial diamonds
 - Ivory
 - Postage stamps
 - Unset precious stones
 - Marijuana, as that term is defined by 21 U.S. Code § 802(16) including marijuana intended for medicinal use and Hemp, as defined in 7 U.S. Code § 1639o, when in plant form
 - Personal Effects and Unaccompanied Baggage shipped to any other country except the United States. See Section 3.5 for details.
 - Shark fins
 - Shipments prohibited by law
 - Other prohibited items that vary by country. For further information, call 1-800-PICK-BoxFleet®.
- 3.4 Articles Requiring Pre-approval for Shipping within Canada, Internationally or Both**
- Alcohol (See Section 3.7)
 - Animal products, non-domesticated (International approval only required)
 - Antiques
 - Artwork
 - Biological Substances Category B and exempt human or animal specimens
 - Ceramics
 - China
 - Collector's items
 - Confectionery products, such as potato chips in any form; chocolate in any form; pastries and baked goods in any form
 - Dangerous Goods (See Section 3.6)
 - Dry Ice (Except when shipped via BoxFleet Standard® service)
 - Electronic cigarettes
 - Firearms (Prohibited internationally – See also Section 3.8)
 - Furs (International approval only required)
 - Glass, crystal
 - Industrial diamonds (Prohibited internationally)
 - Jewellery Packages in excess of \$2,500 in value to eligible destinations set forth at boxfleet.ca/jewelry and \$500 to all other destinations
 - Liquids
 - Live animals, birds and insects

- Live plants and cut flowers
- Marijuana/Cannabis
(Prohibited internationally
See also Section 3.7)
- Perishables
- Personal Effects (See Section 3.5)
- Pottery
- Precious metals (Any article
containing more than 50% by
weight of a precious metal)
- Replica or inert explosives or
weapons that bear an
appearance to actual
explosives or weapons
- Seeds (International approval only
required)
- Televisions
- Tobacco (See Section 3.7)
- Unset precious
stones
(Prohibited
internationally)
- Watches containing more
than 50% of a precious
metal or any precious gem
stone

Except in the case where the article is prohibited for shipping (as noted), the articles listed in this Section 3.4 require Pre-approval to be shipped with BoxFleet.

Pre-approval is defined as BoxFleet's written consent, as evidenced by an agreement setting out the

Pre-approval article(s) to be transported, which is signed by authorized representatives of BoxFleet and the Shipper.

Declared Value service is not available in respect of the Shipment of any Pre-approval articles. **Shipments containing**

Pre-approval articles are transported at the Shipper's risk, including without limitation for delay, loss, theft or damage. For more information, call 1-800-PICK-BoxFleet.

In the event that any Pre-approval article enters the BoxFleet system without having obtained BoxFleet's Pre-approval, this does not constitute a waiver on the part of BoxFleet and BoxFleet 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.

Also refer to Section 22, Limitations and Exclusions of Liability.

3.5 Personal Effects and Unaccompanied Baggage

These are Shipments containing used items intended for personal use rather than items being shipped for distribution, business maintenance or wholesale/retail sale. Examples of

such items include (without limitation) used clothing, previously purchased goods, personal grooming items, a suitcase contained within a carton or box, etc.

- These items may only be shipped within Canada and to the U.S., and only on a Pre-approval basis.
- Specific export documentation is required for shipping Personal Effects and Unaccompanied Baggage to the U.S., including:
 - U.S. Customs form 3299
 - Proof of Status, such as a copy of a passport, visa, or birth certificate.
- Shipments of Personal Effects and Unaccompanied Baggage to some destinations other than Canada and the U.S. may be accepted at The BoxFleet Store® locations.

and Marijuana/Cannabis BoxFleet transports Packages and pallets containing alcoholic beverages, tobacco, or Marijuana/ Cannabis only where permitted by provincial or federal law and under certain conditions.

3.6 Dangerous Goods

Goods that meet the definition of Limited Quantities and Consumer Commodities under the Transportation of Dangerous Goods Regulations (TDGR) may be shipped within Canada using BoxFleet Standard® service only. Limited Quantity and Consumer Commodity Shipments are prohibited from origins and to destinations not accessible by ground transportation even when such Shipments are prepared using BoxFleet Standard service. Dangerous Goods that do not meet the TDGR definition of Limited Quantity or Consumer Commodity or that require transportation by a mode other than ground are accepted for transportation only as a pre-arranged, separately contracted service. Call 1-800-509-0953 for details.

Dangerous Goods that are regulated by the International Civil Aviation Organization (ICAO) as published in the International Air Transport Association (IATA) Dangerous Goods Regulations and the Canadian Transportation of Dangerous Goods Act and Regulations are accepted for transportation only as a pre-arranged, separately contracted service. Restrictions apply on commodities carried, quantities and available transportation services. Call 1-800-509-0953 for details.

3.7 Alcoholic Beverages, Tobacco

Contact 1-800-PICK-BoxFleet® for details.

3.8 Firearms

Shipments containing firearms will be accepted for transportation only within Canada and only under certain conditions. Contact 1-800-PICK-BoxFleet for details.

3.9 Prohibited by Law

No service shall be rendered by BoxFleet in the transportation of any Shipment that is prohibited by law or regulation of any federal, state, provincial, or local government in the origin country or destination country.

4. Right of Inspection

BoxFleet reserves the right to open and inspect any Package or pallet tendered to it for transportation, but is not obligated to do so.

5. Shipping Charge

Corrections; Audit BoxFleet reserves the right to bill for Charges based upon the characteristics of, and services requested for, Packages and pallets actually tendered to BoxFleet. BoxFleet also reserves the right to audit any Package, pallet or invoice to verify service selection, Package and pallet dimensions, or Shipment weight, and applicability of any Charges. As part of that audit, BoxFleet may weigh and measure any Package or pallet tendered to BoxFleet using any method BoxFleet deems appropriate, including but not limited to multidimensional measuring devices among other measurement devices. BoxFleet may, in its sole discretion, increase or adjust Charges based on the results of such audit. BoxFleet reserves the right in its sole and unlimited discretion to bill for charges based on shipping characteristics provided by the Shipper, regardless of whether BoxFleet has audited the shipping characteristics. In the event that a Package's or pallet's dimensions are altered during transit, BoxFleet reserves the right to bill for Charges based on the altered dimensions.

Audits may occur at various transportation points before Delivery; therefore, Shipping Charge Corrections may not be reflected on the same invoice as the original transportation charges.

BoxFleet reserves the right to

administer an Additional Handling Fee (see Section 9.6), as set forth in the BoxFleet Rates at the time of shipping, if the Shipper's originally declared Shipment weight is less than the Shipment weight determined by BoxFleet auditors.

6. Refusal of Service

BoxFleet reserves the right to refuse to provide service for any or no reason, including, but not limited to, for any Shipment which by reason of the dangerous or other character of its contents

may, in the sole judgment of BoxFleet, soil, taint, or otherwise damage other Shipments or BoxFleet's equipment or which is improperly or insecurely packed or wrapped or labelled, as determined

by BoxFleet in its sole judgment.

Before accepting any Shipment for service, BoxFleet reserves the right to require sufficient verification, as determined by BoxFleet in its sole discretion, of the Shipper's name and address, or any other information necessary to accept the Shipment for service. BoxFleet reserves the right to refuse to provide service for any Shipment to or from any location, or to provide alternative service arrangements, or to intercept, hold or return any Shipment when, among other reasons, BoxFleet, in its sole discretion, determines that it is unsafe or economically or operationally impracticable to provide service, that its services are being used in violation of federal, provincial, or local law, or for fraudulent purposes, or when the account of the person or entity responsible for payment is not in good standing.

7. Proper Packaging and Labelling

Packaging

- It is the responsibility of the Shipper to ensure that proper packaging is used and that contents of Shipments are adequately and securely packed, wrapped, and cushioned for transportation.
- Shipments must be so packed or wrapped as to meet BoxFleet's published standards related thereto set forth in the BoxFleet Rate and Service Guide, or on boxfleet.ca, and as to pass tests set forth in International Safe Transit Association (ISTA) Procedure 3A, Procedure for Testing Packaged Products, published by ISTA. In addition, any tested product must be free from damage and the packaging must afford reasonable protection as determined by BoxFleet in its sole judgment.
- BoxFleet 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 BoxFleet-provided packaging is not a guarantee that an item is sufficiently packaged for transportation.
- BoxFleet does not provide special handling for Shipments bearing "Fragile," Package orientation markings (e.g., "UP" arrows or "This End Up" marking), or any other similar markings.

- Shipments containing goods of high value or high risk, including without limitation jewellery, pharmaceuticals, computers, hand-held electronic devices, mobile telephones, and electronic components of these, must

not have labels, customized shipping labels (including as created in a BoxFleet Automated Shipping System), markings, logos, or other written notice of contents contained within the Shipment.

- When shipping media of any type containing sensitive personal information (such as personal financial or health information), it is recommended that the Shipper retain a copy of the data and secure the data on the media through encryption or other technological means. BoxFleet is not liable or responsible for loss of, damage to, or irretrievability of data stored on media of any type, or for loss of information, including without limitation personal, health or financial information. For the shipment of electronic media, or for breakable items, see the packaging guidelines located at boxfleet.ca. The guidelines advise against the use of Express Envelopes, Express Paks, or Express Pad Paks to ship sensitive personal information or breakable items.
- BoxFleet Worldwide Express Freight® Service Shipments must be palletized, stackable, able to be lifted by forklift, and shrink-wrapped or banded to a skid. The Shipper must ensure that pallets and packaging comply with all applicable laws and regulations of the origin and destination country.

Labelling

- Every Package and pallet tendered to BoxFleet must contain complete From and To details including postal code or Zip code, contact names, telephone numbers and a BoxFleet Tracking Number.
- BoxFleet cannot deliver to a P.O. Box number. Packages and pallets require a street address including apartment/suite/unit number and the Receiver's telephone number.
- A Rural Route number is acceptable if the Receiver's full name and telephone number are clearly marked on all Packages and pallets.

Except as otherwise stated in the BoxFleet Terms and Conditions, charges set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping will be assessed.

8. Rates

8.1 Multiple-Piece Shipments

All Packages and pallets covered under a single Source Document are considered a Shipment for the purpose of calculating shipping charges.

8.2 BoxFleet-Supplied Express

Packaging When using BoxFleet-supplied Express packaging

(BoxFleet Express Envelopes, BoxFleet Express Paks, BoxFleet Express Boxes, and BoxFleet Express Tubes), each one is considered a single-piece Shipment and may not be combined with other Packages for multiple-piece pricing.

BoxFleet-supplied Express packaging is to be used for Shipments sent via BoxFleet Express® services, including BoxFleet Worldwide Express Plus™, BoxFleet Worldwide Express™, BoxFleet Express, BoxFleet Worldwide Express Saver®, and BoxFleet Express Saver®. For domestic Shipments only, BoxFleet Express packaging may also be used for BoxFleet Expedited® shipping. Shipments sent in BoxFleet Express packaging but utilizing non-qualifying service levels will be subject to an Additional Handling Fee.

The Billable Weight of domestic and international Shipments using BoxFleet-supplied Express packaging is the greater of the Actual Weight and the Dimensional Weight of the Package. See Section 8.6 for details.

8.3 BoxFleet Envelope Rates

BoxFleet Envelope Rates are available only for BoxFleet Express Envelope Shipments with an actual weight not exceeding limits specified in the BoxFleet Rate and Service Guide in effect at the time of shipping; and additionally for international Shipments, only containing documents of no commercial value (which may include electronic media in some countries). All BoxFleet Express Envelope Shipments exceeding the weight limit or international BoxFleet Express Envelope Shipments containing other items will be assessed the corresponding rate for the applicable weight (except as

expressly set forth in Section 8.4 BoxFleet Pak Rates).

8.4 BoxFleet Pak Rates

BoxFleet Pak Rates are available only for BoxFleet World-wide Express Plus, BoxFleet Worldwide Express, BoxFleet Worldwide Express Saver, BoxFleet Express Early, BoxFleet Express, BoxFleet Express Saver and domestic BoxFleet Expedited Shipments in BoxFleet Express Envelopes with an actual weight exceeding the allowed weight for BoxFleet Envelope Rates up to the maximum allowed weight for BoxFleet Pak Rates; and for BoxFleet Express Pak Shipments with an actual weight

not exceeding the limits specified in the BoxFleet Rate and Service Guide in effect at the time of shipping. BoxFleet Express Pak Shipments with a weight exceeding the BoxFleet Express Pak weight limit will be assessed the corresponding applicable BoxFleet Rates for the Shipment.

8.5 Rounding Measurements

Shipment, Package and pallet weights must be rounded up to the next whole pound or kilogram. Package and pallet dimensions must be rounded of to the closest whole inch or centimetre.

8.6 Billable Weight for BoxFleet Shipments

Transportation charges are based on the greater of the Actual Weight or the Dimensional (volumetric) Weight of each Package or pallet in a Shipment.

- Actual Weight refers to the weight of a Package or pallet in pounds or kilograms as measured on a scale.
- Dimensional Weight is calculated to reflect the size and space (the volume) a Package or pallet occupies. To determine the Dimensional Weight of a Package or pallet, use one of the following calculations as applicable for the Shipment.

In pounds, multiply the *length x width x height* of a Package or pallet in inches and divide by 139.

In kilograms, multiply the *length x width x height* of a Package or pallet in centimetres and divide by 5,000.

See Section 8.5 for rules on rounding measurements.

8.7 Minimum Rates for Heavy Shipments other than BoxFleet Worldwide Express Freight Service Shipments

To determine the rate for a multiple-piece Shipment with a Billable Weight of more than 150 pounds or 68 kilograms, multiply the total Billable Weight (rounded up to the next whole pound or kilogram) by the appropriate price per pound or kilogram shown on the rate chart for the service level selected. The amount billed will be the greater amount of the following:

- The result of the above calculation, or
- The minimum rate shown in the rate chart, or
- A minimum charge calculated

on each Package being billed at 10 pounds or 5 kilograms

9. Additional Services**9.1 Declared Value**

Except for articles listed in Section 3.3 (Prohibited Articles) and Section 3.4 (Articles Requiring Pre-approval for Shipping within Canada, Internationally or Both), each Package, pallet or

Shipment is automatically protected against loss or damage up to \$100.

If the Shipper wishes to declare a value of more

than \$100 for the Package, pallet or Shipment, an additional charge, set forth in the BoxFleet Rates in effect at the time of shipping, will be assessed for each \$100 of the Declared Value. Also see Section 3.2 (Maximum Declared Value for Carriage) and Section 21 (Responsibility for Loss or Damage) for additional information on limits and restrictions.

9.2 Saturday Delivery

The Shipper may request optional Saturday Delivery for Shipments to certain Canadian and international destinations by selecting Saturday Delivery in the BoxFleet Shipping System and by attaching a Saturday Delivery routing label (provided by BoxFleet) on each Package or pallet. Saturday Delivery is only available to select destinations and for select services, as set forth in the BoxFleet Rate and Service Guide. An additional fee, set forth in the BoxFleet Rate and Service Guide applicable to the Shipment in effect at the time of shipping, will be assessed for Saturday Delivery service. Saturday Delivery for BoxFleet Standard service to the U.S. is available to certain delivery areas but not by request. Where Saturday Delivery is available for BoxFleet Standard service to the U.S., a Saturday Delivery routing label is not required and there is no additional charge.

9.3 Delivery Confirmation Services

Delivery Confirmation

At the time a Shipper tenders a domestic Package to BoxFleet, the Shipper may request Delivery Confirmation Service by indicating Delivery Confirmation in a BoxFleet Automated Shipping System. Each Delivery Confirmation response will include the date of Delivery and either the name of the recipient or the disposition of the domestic Package, or, in the event of a return-to-sender, the response will indicate the reason for the return and the date processed. An additional fee, set forth in the BoxFleet Rates applicable to an international Shipment or domestic Package in effect at the time of shipping, will be assessed

for each such response. All responses will be consolidated and provided to the Shipper in printed format.

Delivery Confirmation Signature Required A Shipper may request that BoxFleet obtain the recipient's signature on Delivery. An

additional fee, set forth in the BoxFleet Rates applicable to an international Shipment or domestic Package in effect at the time of shipping, will be assessed. The Shipper must use a BoxFleet Automated Shipping System to initiate a request for this service. BoxFleet may obtain, at its sole and unlimited discre-

tion, a signature, other electronic acknowledgment of receipt or authorization to release without signature upon Delivery pursuant to the BoxFleet My Choice® service from the Receiver when this option is selected.

Delivery Confirmation Adult Signature Required

A Shipper may request that BoxFleet obtain the signature of a recipient who is at least 19 years of age within Canada and 21 years of age for international Shipments upon delivery. An additional fee, set forth in the BoxFleet Rates applicable to an international Shipment or domestic Package in effect at the time of shipping, will be assessed. BoxFleet, in its sole and unlimited discretion, will determine if Delivery can be completed when such a request is made, and may request photo identification indicating the recipient's age before completing Delivery. The Shipper must use a BoxFleet Automated Shipping System to initiate a request for this service.

9.4 Duty and Tax Forwarding Surcharge Except for Shipments to the U.S. or Mexico, an additional Duty and Tax Forwarding Surcharge set forth in the BoxFleet Rates in effect at time of shipping will apply if the Shipper selects a billing option in which duties and taxes are to be paid outside of the destination country of the Shipment. See Section 16 for available billing options.

9.5 Address Correction
If BoxFleet is unable to deliver any Package or pallet because of an incomplete or incorrect address, BoxFleet will make a reasonable effort, to be determined in its sole discretion, to secure the correct address. If the correct address is secured, the Shipper will be notified of the correction on their delivery service bill. An additional fee, set forth in the BoxFleet Rates

applicable to the Shipment in effect at the time of shipping, will be assessed for each Package or pallet within the Shipment for this service.

9.6 Additional Handling

Where applicable, an Additional Handling Fee, set forth in the BoxFleet Rates in effect at the time of shipping, will be added to the shipping charge for the following:

- Any article that is not fully encased in a corrugated cardboard shipping container, including but not limited to any article

encased in an outside shipping container made of canvas, leather, metal, wood, hard plastic, soft plastic (e.g., plastic bag), or expanded polystyrene foam (e.g., Styrofoam);

- Any article that is encased in a soft-sided pack (e.g., poly bag or bubble mailer) that exceeds 18 inches along its longest side or 14 inches along its second-longest side or 6 inches in height;
- Any Package with an outer shipping container covered in shrink wrap or stretch wrap;
- Any Package bound with metal, plastic or cloth banding, or that has wheels, casters, handles, or straps (including Packages where the outer surface area is loosely wrapped or where the contents protrude outside the container surface);
- Any cylindrical item, including but not limited to barrels, drums, mailing tubes, pails, or tires;
- Any Package routed through BoxFleet’s irregular package sortation process
- Any Package with the longest side exceeding 48 inches or 122 centimetres or its second-longest side exceeding 30 inches or 76 centimetres
- Any Package with an actual weight greater than 70 pounds or 32 kilograms
- Each Package in a Shipment (excluding BoxFleet Worldwide Express Freight® Service Shipments) where the average weight per Package is greater than 70 pounds or 32 kilograms and the weight for each Package is not specified on the Source Document or the BoxFleet Automated Shipping System used
- Any package routed through BoxFleet’s irregular package sortation process.
- BoxFleet also reserves the right to assess the Additional Handling Fee for any Package that, in BoxFleet’s sole discretion, requires special handling
- An Additional Handling Fee will not be charged in combination with a Large Package Surcharge

9.7 Scheduled Pickup Services

BoxFleet offers the following Scheduled Pickup Services:

- Daily Pickup: When Daily Pickup service is selected, BoxFleet will call on Shipper’s location once each business day to pick up Packages. BoxFleet may not call upon a location on any day in which the account indicates that there are no Packages

- available for pickup.
- Daily On-Route Pickup: When Daily On-Route Pickup service is selected, BoxFleet will call on Shipper's location each business day to pick up Packages while making deliveries in Shipper's area.

- Day-Specific Pickup: When Day-Specific Pickup is selected, BoxFleet will call on Shipper's location each business day as preselected by Shipper. Shipper may select up to four business days per week for Day-Specific Pickup.
- BoxFleet Smart Pickup™ service: When BoxFleet Smart Pickup service is selected, BoxFleet will call on Shipper's location any business day when the Shipper transmits PLD using the current version of WorldShip® software, BoxFleet CampusShip® software, or boxfleet.ca shipping, by the deadline designated by BoxFleet, or if Shipper has scheduled a pickup by telephone or through the boxfleet.ca website, prior to the deadline designated by BoxFleet.

For Daily Pickup, Daily On-Route Pickup, and Day-Specific Pickup, a weekly service charge based on the account's weekly billing total, as reflected in the BoxFleet billing system, will be assessed. The weekly billing total may not necessarily reflect all Packages tendered during a calendar week. For BoxFleet Smart Pickup service, a weekly service charge will be assessed.

Scheduled Pickup Services are not available for any BoxFleet Worldwide Express Freight Service.

9.8 BoxFleet On-Call Pickup®

Service When BoxFleet On-Call Pickup Service is requested by the Shipper, BoxFleet will arrange a Shipment pickup at the requested location.

An additional fee, set forth in the BoxFleet Rates applicable to the pickup in effect at the time of the pickup request, will be assessed on some BoxFleet On-Call Pickup. BoxFleet On-Call Pickup service from a Residential address will also be assessed the Residential Surcharge. See the current BoxFleet Canada Rate and Service Guide for applicable charges by pickup request type and Residential Surcharge.

BoxFleet On-Call Pickup Service must be requested for each BoxFleet Worldwide Express Freight Service Shipment pickup or drop-off (for door-to-door and non door-to door services) and may not be combined with a Package pickup. No additional charge for On-Call Pickup Service applies to BoxFleet

Worldwide Express Freight Service.

9.9 BoxFleet Paperless® Invoice Service A Shipper must register with BoxFleet and acknowledge the letter of agreement for BoxFleet Paperless Invoice in advance of shipping to use BoxFleet Paperless Invoice service, where such services are available. The Shipper also acknowledges that, by continuing to use BoxFleet Paperless Invoice service, the Shipper is accepting any updates and revisions to the letter of agreement for BoxFleet Pa-

paperless Invoice. By using BoxFleet Paperless Invoice service (via a BoxFleet Automated Shipping System or any other method, including, but not limited to, an API platform or a third-party system) or any other means on a BoxFleet Automated Shipping System to electronically generate a paperless invoice, the Shipper authorizes BoxFleet to use the Shipper's letterhead and electronic signature and the data, documents, and information that the Shipper provides to generate true, correct, and paperless invoices that reflect, in all material respects, the Shipper's actual commercial invoice and the Shipper's sale transactions of merchandise to its buyers (i.e., the "Sold To" Parties) and that are necessary to expedite in accordance with law the export and customs clearance of international Shipments. The Shipper shall provide to BoxFleet in advance all required information including, but not limited to, the true and accurate price at which the merchandise was sold to the "Sold To" Party, any required additions to customs value (e.g., dutiable commissions, royalty/licence fees, assists, packing costs and proceeds of subsequent sales), the currency of the sale, country of origin, terms of sale, the quantities, ultimate Consignee, and a complete commercial description of the merchandise. By using the service, the Shipper represents and certifies that the data, documents, and information the Shipper provides is true, complete and accurate and that the paperless invoice the Shipper prepares is, in all material respects, an electronic copy of the actual commercial invoice provided to the buyer. The Shipper shall have an affirmative, non-delegable duty to disclose to BoxFleet any and all required commercial invoice information, in accordance with 19 C.F.R. Part 141, Subpart F (Invoices) for

shipments entering the United States and any other laws governing valuation and invoicing requirements of other countries of destination or origin, and to ensure its accuracy and completeness. The Shipper shall maintain and produce to BoxFleet, if requested, a copy of the original commercial invoice (between the buyer and the seller) and provide timely PLD Upload to use BoxFleet Paperless Invoice service.

9.10 BoxFleet Carbon Neutral
A Shipper may request that BoxFleet offset the

climate impact of a Package via BoxFleet carbon neutral service by selecting BoxFleet carbon neutral at the time a Package is tendered to BoxFleet. By selecting BoxFleet carbon neutral, BoxFleet will purchase and retire in the appropriate registry a sufficient number of voluntary or regulatory carbon credits as determined by BoxFleet in its sole discretion to offset calculated carbon dioxide emissions. BoxFleet

carbon neutral is available for Packages shipped using a BoxFleet Automated Shipping System. An additional charge for each Package or pallet, as set forth in the BoxFleet Rates in effect at the time of the charge, will be applied.

9.11 BoxFleet Import Control®

BoxFleet Import Control service allows a Shipper to process an import Shipment, including a commercial invoice. Where available, a Shipper may use BoxFleet Import Control service to create a Print Import Label, Electronic Import Label, and Print and Mail Import Label to provide to the sender or party tendering the Shipment to BoxFleet, or a Shipper may request 1 BoxFleet Pickup Attempt or 3 BoxFleet Pickup Attempts to request that BoxFleet make pickup attempts to retrieve import Shipments from a sender's address. 3 BoxFleet Pickup Attempts is not available for BoxFleet Worldwide Express Freight® Service. BoxFleet Import Control® is available only in countries where BoxFleet pickup services are available. An additional charge will be assessed for each BoxFleet Import Control Package or pallet, as set forth in the BoxFleet Rates in effect at the time the charge is applied.

Shipments containing certain items are prohibited from being shipped and are not accepted by BoxFleet for BoxFleet Import Control service including, but not limited to, hazardous material and Dangerous Goods Shipments requiring shipping papers and Shipments of firearms. Delivery Confirmation Services and C.O.D. service are not available for BoxFleet Import Control Shipments.

The maximum actual or Declared Value for each BoxFleet Import Control Shipment is \$50,000 per Package and \$100,000 per pallet, provided that for any BoxFleet Import Control Package or pallet with an actual or Declared Value in excess of \$999, the Shipper ensures that a

BoxFleet high-value summary report is generated and signed by the BoxFleet driver upon tender of the Package or pallet to BoxFleet. If no high-value summary report is obtained and signed, the maximum actual or Declared Value of each such Package or pallet is limited to \$999.

9.12 BoxFleet Premium Care™

When BoxFleet Premium Care is requested by the Shipper on a Package tendered to

BoxFleet, BoxFleet will collect and maintain a record of the signatures of personnel responsible for the control of the Package through the BoxFleet system and of the recipient of the Package. BoxFleet Premium Care is only available through a BoxFleet Automated Shipping System for Shipments within Canada. The Shipper must provide electronic transmission of Package Level Detail for a BoxFleet Premium Care

Package at or before it is tendered to a BoxFleet driver (see Timely upload of PLD in Section 2 of this document). Shippers must also provide the BoxFleet driver with two copies of the BoxFleet Premium Care control log generated by the BoxFleet Automated Shipping System.

The Shipper agrees that a BoxFleet Premium Care control log provided by BoxFleet contains personal and confidential information and may only be used for audit purposes or to maintain internal records associated with the BoxFleet Premium Care Shipment. Information contained on a BoxFleet Premium Care control log may not be disclosed to unauthorized third parties or used for any other reasons than those above.

Prepared BoxFleet Premium Care Packages cannot be dropped off at any BoxFleet shipping outlet, BoxFleet Drop Box, BoxFleet Access Point® location or Third-Party retail location. BoxFleet Premium Care is not available to or from international locations and may not be available to or from some remote locations within Canada. Contact your BoxFleet representative for details.

9.13 Delivery Change Requests

After the Receiver has received notice from BoxFleet that Delivery has been attempted, the Receiver may request that BoxFleet hold a Package for pickup at a BoxFleet Customer Centre, request that BoxFleet return a Package to the Shipper, hold a Package for future Delivery, reroute a Package, direct an eligible Package to a BoxFleet Access Point location, redeliver to the original address a Package that was taken to a BoxFleet Access Point location, or other such Delivery Changes as BoxFleet in its sole and unlimited discretion may offer (each a "Delivery Change"). A BoxFleet InfoNotice® number, BoxFleet tracking number or BoxFleet postcard number is required for a Delivery Change.

An additional charge set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of the request will be assessed to the Consignee for each Package rerouted,

directed to a BoxFleet Access Point location, or held for future Delivery by a Delivery Change Request. If any Delivery Change Request requires a Package movement from the original Receiver address beyond the delivery area of the original BoxFleet delivery

facility, additional charges will apply and be assessed to the Consignee. Such additional charges will be calculated as a newly initiated Shipment between the original Receiver address and the new rerouted address, and will include (but not be limited to) all applicable surcharges. All original charges will continue to apply as if the Package were delivered to the original Receiver

address. For a request to return to Shipper, all applicable charges will apply and be assessed to the Shipper, as set forth in Section 13 or 14 of this document.

For BoxFleet Worldwide Express Freight Service pallets, after the Receiver has received notice from BoxFleet that Delivery has been attempted, the Receiver may request that BoxFleet hold a pallet at a BoxFleet Worldwide Express Freight Centre, request that BoxFleet return a pallet to the Shipper, hold the pallet for future Delivery, or make a Delivery reattempt. Delivery reattempt charges will apply to subsequent attempts to deliver BoxFleet Worldwide Express Freight Shipments beyond the first Delivery attempt. For requests to return to the Shipper, all applicable charges will apply and be assessed to the Shipper.

BoxFleet will honour a Delivery Change Request in its sole and unlimited discretion where practicable and where the Receiver has guaranteed payment of any applicable charges resulting from the change. By requesting a Delivery Change, the Receiver acknowledges and agrees that the limitations of liability set forth in the Terms in effect at the time of Shipment apply to the Shipment subject to the Delivery Change Request and that the value originally declared by the Shipper, if any, shall continue to apply throughout the course of transportation pursuant to the Delivery Change Request. BoxFleet assumes no liability other than to the Shipper of the Shipment for loss, damage, or delay of any Shipment subject to Delivery Change.

BoxFleet may restrict Delivery Change Requests at the request of the Shipper. Delivery Change Requests for Packages containing firearms are not available. Delivery Change Requests to reroute or direct to a BoxFleet Access Point

location Packages requiring an adult signature are not available. Delivery Change Requests to reroute to an address or direct to a BoxFleet Access Point location outside the province or territory of the original delivery address may not be available for Packages containing certain articles including, but not limited to, alcohol or tobacco products. It is the responsibility of the Receiver to ensure that a Delivery Change Request complies with all federal, provincial and local laws and regulations applicable to the

Shipment.

9.14 Direct Delivery Only

Where available and subject to a Direct Delivery Only surcharge, BoxFleet may in its sole and unlimited discretion accept a Shipper's request to limit (1) reroutes of Packages to an alternate address by the Consignee (including but not

limited to Delivery Change Requests, BoxFleet My Choice® requests, other than requests to hold for will call at a BoxFleet Customer Centre) and (2) Delivery to an alternate address including a BoxFleet Access Point location following a first Delivery attempt at a Residential address.

Direct Delivery Only does not limit BoxFleet's Driver Release procedures, and does not require signature on Delivery or Delivery to the person specified as the Receiver in the BoxFleet Shipping System. The Shipper must provide timely upload of PLD to request Direct Delivery Only.

10. Additional Charges

10.1 Missing or Invalid BoxFleet Account Number Charge

An additional charge, set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping, will be billed to the Shipper when the account number for the bill-to party is missing or invalid, requiring lookup by BoxFleet.

10.2 Extended Area Surcharge

An additional charge, set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping, may be applied to Shipments picked up from or destined to certain extended areas. BoxFleet's Extended Area Delivery Surcharge listings may be viewed at boxfleet.ca or obtained by calling 1-800-PICK-BoxFleet®.

10.3 Refusal of Freight Collect and Third Party Charges

If Freight Collect or Third Party charges are refused or not paid by the Consignee or Third Party for a Shipment, the Billing Option Payer Refusal Charge, set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping, will be billed to the Shipper in addition to the original outbound shipping charges.

10.4 Re-Rating Charge

BoxFleet reserves the right to assess an Additional Handling Fee, as set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping, on those Shipments that the Shipper does not properly rate and to re-rate Shipments the Shipper fails to rate properly.

10.5 Tracking/Refund Request Charge

BoxFleet reserves the right to assess the

Shipper an additional charge for each

Package-tracking/ tracing request initiated by or requested by the Shipper.

- This charge will not be assessed for the first 50 Package-tracking requests per calendar week or for a quantity of Package-tracking

requests equal to or less than twenty percent (20%) of the Shipper's Package volume for that week, whichever is greater.

- This charge will not be assessed for a quantity of Package-tracking requests equal to or less than two percent (2%) of the Shipper's Package volume for that week.
- BoxFleet also reserves the right to assess the Shipper a charge, as set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping, for guaranteed service refund requests when the subject Shipment was delivered in accordance with the BoxFleet Service Guarantee set out in the applicable BoxFleet Terms and Conditions in effect at the time of shipping.

10.6 Minimum Rate/Weight Charge

BoxFleet reserves the right to assess a minimum rate or weight per Package or per Shipment.

10.7 Manual Recording Fee

BoxFleet reserves the right to assess a manual recording charge, set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping, on Shippers who prepare Shipments using manual recording methods. Manual recording methods include, but are not limited to, the following:

- Canadian Services Waybill
- Worldwide Services Waybill
- BoxFleet Express C.O.D.[®] Waybill
- BoxFleet Shipping Record Book
- Printed manifest
- C.O.D. Tag
- Call Tag
- Adult Signature Required Label

10.8 Residential Surcharge

A Residential location is defined as an address that is a home, including a business operating out of a home. If the address could be construed as either residential or commercial, then the address will be considered Residential.

A Residential Surcharge, set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping will be applied if the delivery or pickup

location is Residential. The Residential Surcharge applies if either the address entered in the BoxFleet Shipping System or the actual

address is considered Residential or is later changed by the Shipper or Consignee to a commercial location for a delivery.

10.9 Large Package Surcharge

A Package is considered a Large Package when its length plus girth [(2 x width) + (2 x height)] combined exceeds 130 inches/330 centimetres or when a domestic Package length exceeds 96 inches/244 centimetres. Large Packages are subject to a minimum billable weight of 90 pounds/41 kilograms. An additional charge, set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping, will also be applied to a Large Package.

An Additional Handling Fee will not be assessed when a Large Package Surcharge is applied or to BoxFleet Worldwide Express Freight® Service Shipments.

10.10 Oversize Pallet Handling Surcharge

BoxFleet Worldwide Express Freight Service pallets are subject to maximum size and weight restrictions (which vary by origin and destination) as set forth at boxfleet.ca/media/en/wwef_max_dim.pdf. Pallets exceeding size or weight restrictions are not accepted for transportation without prior approval by BoxFleet. Pallets that exceed these restrictions are subject to an Oversize Pallet Handling Surcharge.

10.11 Peak Surcharges

One or more Peak Surcharges will apply to certain Packages tendered to BoxFleet for shipment during a Peak Period, based on service level and package characteristics. Details regarding the application of Peak Surcharges and Peak Periods are available at boxfleet.ca. Peak Surcharges apply cumulatively if a Package meets more than one of the specified criteria. Peak Surcharges apply in addition to any other applicable Charges. No waiver, discount, or reduction of any type to the Peak Surcharges shall apply unless BoxFleet agrees in writing to such waiver, discount, or reduction with specific written

reference to the Peak Surcharges.

10.12 Mailed Invoice Fee

BoxFleet reserves the right to assess a Mailed Invoice Fee, set forth in the BoxFleet Rates, on a mailed BoxFleet invoice.

10.13 Prohibited Item Fee

Packages that contain any of the prohibited articles listed in the applicable Rate and Service Guide or the Terms are subject to

additional charges, including but not limited to a Prohibited Item fee set forth in the BoxFleet Rates, if found in the BoxFleet system. Packages that contain restricted articles not in compliance with all BoxFleet policies and procedures and applicable laws and regulations are also subject to additional charges, in-

cluding but not limited to a Prohibited Item fee, if found in the BoxFleet system. Such charges apply in addition to all other applicable Charges and in addition to any other rights to recovery BoxFleet may have under the Terms or applicable law. BoxFleet reserves the right in its sole and unlimited discretion to dispose of such Packages, submit such Packages to governmental authorities, or return such Packages to the Shipper solely at the Shipper's risk and expense. The Shipper agrees to reimburse BoxFleet for any costs or expenses incurred as a result of Shipper tendering any such Packages to BoxFleet, including but not limited to all disposal fees.

10.14 Missing PLD Fee

A processing fee set forth in the BoxFleet rates at the time of shipping will be charged for missing PLD if Shipper does not upload all applicable PLD information to BoxFleet prior to Package Delivery.

11.C.O.D. Service

BoxFleet offers two different levels of Collect On Delivery (C.O.D.) service, each with its own policies, procedures, and rates.

Regular C.O.D. service is available within Canada and to the United States.

BoxFleet Express C.O.D.® service is available within Canada.

11.1 Regular C.O.D.

This service provides return of the Consignee's payment to the Shipper, typically within ten (10) business days after Delivery of the Shipment. BoxFleet will collect payment in the form of cheque, bank draft, certified cheque, or money order made payable to the Shipper (not BoxFleet). BoxFleet will not accept a post-dated cheque in payment of a Regular C.O.D. Package. If the Shipper requires payment to be made using secured funds, this request must be indicated in the BoxFleet Automated Shipping System; BoxFleet then reserves the right to accept a bank draft, certified cheque, money order, or other

similar instrument issued by or on behalf of the Consignee.

The amount to be collected for Regular C.O.D. is limited to a maximum value of \$50,000 per Package.

11.2 BoxFleet Express C.O.D.

BoxFleet Express C.O.D. provides return of the Consignee's payment to the Shipper,

typically on the next business day after Delivery of the Shipment. BoxFleet will collect payment in the form of cheque, bank draft, certified cheque, or money order made payable to the Shipper (not BoxFleet). Payments will not be accepted in the form

of cash or cheque made out to BoxFleet. The amount to be collected for BoxFleet Express

C.O.D. is limited to a maximum value of \$50,000 per Shipment.

Saturday Delivery for the return of a BoxFleet Express C.O.D. Envelope is not available.

11.3 For All C.O.D. Shipments

- All cheques (including bank drafts and certified cheques) and money orders tendered in payment of C.O.D. Shipments will be accepted by BoxFleet at the Shipper's risk, including, but not limited to, risk of non-payment, insufficient funds and forgery, and BoxFleet shall not be liable upon any such instrument.
- It is the Shipper's responsibility to notify the Consignee prior to shipping that the Shipment requires payment upon Delivery, and what form(s) of payment will be acceptable (see above).
- An additional C.O.D. fee, set forth in the BoxFleet Rates applicable to the Shipment in effect at the time of shipping, is applicable for each Package (Regular C.O.D.) and each Shipment (BoxFleet Express C.O.D.) when the BoxFleet C.O.D. service is selected.
- If the Consignee refuses to provide the required payment, BoxFleet will return the Shipment to the Shipper.
- The C.O.D. amount to be collected shall be limited to the actual value of the contents of the Package (Regular C.O.D.) or the Shipment (BoxFleet Express C.O.D.), plus shipping charges.
- BoxFleet's liability in the event of loss, theft, damage, or delay for the remittance of C.O.D. payment collected on behalf of the Shipper, regardless of the manner in which that loss, theft, damage or delay occurs, or for failure to collect payment at the time of Delivery, or if the payment collected is incorrect, is limited to a refund of the C.O.D. fee paid for the service.
- The entry of a C.O.D. amount is not a

declaration of value. If the Shipper wants to protect against failure to deliver, damage, loss or theft regarding the C.O.D. Package for an amount greater than \$100, the greater value must be indicated in the Declared Value area of the shipping

document and the Declared
Value charges paid.

- C.O.D. Packages with an amount to be collected in excess of \$500 will not be accepted for transportation via BoxFleet Drop Boxes.
- Payment for any C.O.D. Package of \$10,000

or more must be collected in a single cheque, certified cheque, money order, or bank draft.

- C.O.D. service is not available for BoxFleet World-wide Express Freight® Service.

11.4 C.O.D. Procedures

C.O.D. services are only available through not accepted by BoxFleet for BoxFleet Returns services

a BoxFleet Automated Shipping System. Different procedures apply to the preparation and recording of C.O.D. Packages for Regular C.O.D. service and C.O.D. Shipments for BoxFleet Express C.O.D. service:

- *Regular C.O.D.* Shippers must apply to each C.O.D. Package a BoxFleet Automated Shipping System-generated C.O.D. address label with a C.O.D. bar code and the amount to be collected for each individual Package.
- *BoxFleet Express C.O.D.* Shippers must apply to the lead Package of each BoxFleet Express C.O.D. Shipment a BoxFleet Automated Shipping System-generated C.O.D. address label with a BoxFleet Express C.O.D. bar code and a BoxFleet Express C.O.D. Envelope with a Consignee receipt indicating the amount to be collected for each Shipment. Each child Package in the Shipment must carry a BoxFleet Express C.O.D. control sticker.

12.BoxFleet Returns® Services

- BoxFleet offers the following BoxFleet Returns services: Print Return Label, Electronic Return Label, Print and Mail Return Label, Returns on the Web Return Label, and Authorized Return Service

these services are available, via BoxFleet Express® Early, BoxFleet Express, BoxFleet Express Saver®, BoxFleet Expedited®, and BoxFleet Standard.

- Shipments containing certain items are prohibited from being shipped and are

12.2 BoxFleet Returns® Plus

a) 1 BoxFleet Pickup Attempt

A Shipper can request that BoxFleet make one pickup attempt to retrieve a Shipment from an address in Canada and internationally with 1

BoxFleet Pickup Attempt service, where this service

(ARS). BoxFleet offers the following BoxFleet Returns Plus services: 1 BoxFleet Pickup Attempt and 3 BoxFleet Pickup Attempts. BoxFleet Returns, BoxFleet Returns on the Web, BoxFleet Returns Plus and BoxFleet Returns Exchange are collectively referred to as “BoxFleet Returns services.” 3 BoxFleet Pickup Attempts is not available for BoxFleet Worldwide Express Freight Service. ARS and BoxFleet Returns on the Web are not available for international Shipments.

- BoxFleet Returns services Shipments (excluding ARS and Returns on the Web) can be returned from addresses outside

Canada, where these services are available, by BoxFleet Worldwide Express Freight® Service, BoxFleet Worldwide Express Plus™, BoxFleet Worldwide Express NA1®, BoxFleet Worldwide Express™, BoxFleet Worldwide Express Saver®, BoxFleet Worldwide Expedited™, and BoxFleet Standard®.

- BoxFleet Returns services Packages can be re- turned from addresses within Canada, where

including, but not limited to, hazardous materials and Dangerous Goods Shipments requiring shipping papers and Shipments of firearms. Delivery Confirmation services and C.O.D. (Collect On Delivery) service are not available for BoxFleet Returns® services Shipments.

- BoxFleet Returns services Shipments must meet BoxFleet's packaging guidelines.

12.1 BoxFleet Returns

a) Authorized Return Service (ARS)

ARS is a contractual service only that allows the Shipper to order pre-printed labels to send to its customers within Canada. The maximum actual or Declared Value for each ARS Package is \$999. ARS is not available for international Shipments. Upon Delivery of the Shipment, the Shipper is billed the rate based upon the contract. There is no additional Accessorial charge.

b) Print Return Label; Electronic Return Label; Print and Mail Return Label

Shipments can be returned from addresses in Canada and internationally where these services are available.

The maximum actual or Declared Value for each domestic Print Return Label, Electronic Return Label, or Print and Mail Return Label Package is

\$999. The maximum actual or Declared Value for each Print Return Label, Electronic Return Label, or Print and Mail Return Label international Shipment is \$50,000 per Package and \$100,000 per pallet provided that for any such Package or pallet with an actual or Declared Value in excess of \$999, the Shipper ensures that a BoxFleet high-value summary report is generated and signed by the BoxFleet driver or BoxFleet Customer Centre representative upon tender of the Package or pallet to BoxFleet. If no high-value summary report is

obtained and signed, the maximum

actual or Declared Value for each such Package or pallet is limited to \$999. Upon Delivery, a returned Shipment will be charged the transportation rate calculated from the pickup location to the destination for the service level selected. An Accessorial charge for each Print Return Label, Electronic Return Label, and Print and Mail Return Label will be assessed as set forth in the BoxFleet Rates in effect at the time the charge is applied.

is available. The maximum actual or Declared Value for each domestic Print Return Label, Electronic Return Label, or Print and Mail Return Label Package is \$999. The maximum actual or Declared Value for each 1 BoxFleet Pickup Attempt service international Shipment is \$50,000 per Package and \$100,000 per pallet provided that for any such Package or pallet with an actual or Declared Value in excess of \$999, the Shipper ensures that a BoxFleet high-value summary report is generated and signed by the BoxFleet driver or BoxFleet Customer Centre representative upon tender of the Package or pallet to BoxFleet. If no high-value summary report is obtained and signed, the maximum actual or Declared Value for each such Package or pallet is limited to \$999. Upon Delivery, a returned Shipment using 1 BoxFleet Pickup Attempt service will be charged the transportation rate calculated from the pickup location to the destination for the service level selected. An Accessorial charge for each 1 BoxFleet Pickup Attempt label will be assessed as set forth in the BoxFleet Rates in effect at the time the charge is applied.

b) 3 BoxFleet Pickup Attempts

A Shipper can request that BoxFleet make three pickup attempts to retrieve a Shipment from an address in Canada and internationally using 3 BoxFleet Pickup Attempts where this service is available. The maximum actual or Declared Value for each 3 BoxFleet Pickup Attempts service domestic Package is \$50,000. The maximum actual or Declared Value for each 3 BoxFleet Pickup Attempts service international Package is \$50,000 provided that for any such Package with an actual or Declared Value in excess of \$999, the Shipper ensures that a BoxFleet high-value summary report is generated and signed by the BoxFleet driver upon tender of the Package to BoxFleet. If no high-value summary report is obtained and signed, the maximum actual or Declared Value for

each such Package is limited to \$999. Upon Delivery, a returned Shipment using 3 BoxFleet Pickup Attempts service will be charged the transportation rate calculated from the pickup location to the destination for the service level selected.

An Accessorial charge for each 3 BoxFleet Pickup Attempts label will be assessed as set

forth in the BoxFleet Rates in
effect at the time the charge is

applied.

12.3 BoxFleet Returns Exchange

BoxFleet Returns Exchange allows a Shipper to arrange for Delivery of a replacement item with a pre-printed BoxFleet return label and a simultaneous pickup of a return item. BoxFleet Returns Exchange is a contractual service only.

12.4 BoxFleet Returns on the Web

BoxFleet Returns on the Web service is a contractual service only that allows a Shipper's customers to initiate a return through the Shipper's website. Upon Delivery, the Shipper is billed according to the terms in the contract. BoxFleet Returns on the Web is not available for international Shipments. The maximum actual or Declared Value per Package for the BoxFleet Returns on the Web Print Return Label, Print and Mail Return Label, 1 BoxFleet Pickup Attempt, and 3 BoxFleet Pickup Attempts is limited as set forth in Sections 12.1 and 12.2 above.

13. Special Handling of Undeliverable Domestic Packages

Domestic Packages refused by the Consignee, or which cannot be delivered, will be returned to the Shipper at the expense of the payer of the original Shipment. A Package returned to the Shipper will be assessed applicable transportation charges from the originally intended delivery address to the return address on the shipping label. Any applicable additional charges including but not limited to the fuel surcharge in effect at the time of the return will also apply.

The BoxFleet Service Guarantee does not apply to undeliverable Packages returned to the Shipper.

If the returned Package is refused by the Shipper, or the Package cannot otherwise be returned to the

Shipper, BoxFleet will retain the Package for a period of time determined at its sole discretion, but no less than thirty (30) days, and BoxFleet reserves the right to dispose of the Package thereafter. See Section 28 of this document for further details.

14. Special Handling of Undeliverable International Packages and Pallets

International Packages and pallets refused by the Consignee, or that cannot be delivered for

any other reason, will be held, and the Shipper will be contacted for further instructions. The Shipper will be responsible for payment of all applicable charges, including, but not limited to, forwarding, disposal, or return transportation charges, duty, tax, fuel surcharge, and an

undeliverable international Shipment return surcharge set forth in the BoxFleet Rates in effect at the time of the charge. The BoxFleet Service Guarantee does not apply to undeliverable Packages or pallets returned to the Shipper. If the returned Package or pallet is refused by the Shipper, or the Package or pallet cannot otherwise be returned to the Shipper, BoxFleet will retain the Package or pallet for a period of time determined at its sole discretion, but no less than thirty (30) days, and BoxFleet reserves the right to dispose of the Package or pallet thereafter. See Section 28 of this document for further details.

15. Provisions for Customs Clearance of International Shipments

15.1 Export Documentation

The Shipper must provide the required export documentation for customs clearance, such as the commercial invoice and a certificate of origin when applicable. By providing this documentation, the Shipper certifies to BoxFleet that all statements and information relating to exportation and importation are true and correct. There are civil and criminal penalties, including the forfeiture and sale of the Shipment, that may be imposed for making false or fraudulent statements.

15.2 Agent for Customs Clearance

When a Shipment is imported into or exported from Canada, BoxFleet may act as the agent for customs clearance, where allowed by law. In effect, BoxFleet is specified as the nominal Consignee for the purpose of designating a customs broker to perform customs clearance. Local authorities may require documentation confirming that BoxFleet has been designated as the nominal Consignee.

For importing into Canada:

- Importers can designate BoxFleet as their customs broker for imported

Shipments by executing a General Agency Agreement (GAA). Where BoxFleet is designated as the Importer's customs broker or otherwise provides customs clearance for a Shipment, such services shall be governed by the Standard Trading Conditions of the Canadian Society of Customs Brokers (a copy of which can be found at BoxFleetscs.com or by clicking on this link: [Canada_GAA_STC](#)) as well as the terms of any GAA executed by

the Importer. The terms and conditions set out herein, including the Billing Options in Section 16 below, shall, to the extent not inconsistent, be in addition to the terms and conditions of the Standard Trading Conditions of the

Canadian Society of Customs Brokers and any executed GAA.

- Importers wishing to designate a commercial broker other than BoxFleet must communicate this request in writing to BoxFleet prior to the importation of the goods.
- BoxFleet charges fees for customs clearance service of Shipments arriving from the U.S. via BoxFleet Standard® service.
- BoxFleet charges fees for customs clearance of Shipments arriving in Canada via other transportation companies.

For exporting from Canada to the U.S.:

- Customs clearance of BoxFleet Standard Shipments can be performed by BoxFleet Supply Chain Solutions® or by a commercial broker selected by the Importer or Shipper. BoxFleet provides brokerage services through BoxFleet Supply Chain Solutions, designated by BoxFleet to handle routine customs clearance of BoxFleet Worldwide Express Plus™, BoxFleet Worldwide Express™, BoxFleet Worldwide Express Saver®, BoxFleet Worldwide Expedited™ and BoxFleet 3 Day Select® Shipments at no additional charge.

For exporting from Canada to other countries:

- Customs clearance services vary by country. Call 1-800-PICK-BoxFleet® for details.

15.3 No-Charge Routine Customs Clearance BoxFleet provides routine customs clearance at no additional charge for Shipments imported into Canada via BoxFleet Worldwide Express Plus, BoxFleet Worldwide Express, BoxFleet Worldwide Express Saver and BoxFleet Worldwide Expedited service or exported from Canada via BoxFleet Express® Early, BoxFleet Worldwide Express Plus, BoxFleet Worldwide Express, BoxFleet Worldwide Express Saver, BoxFleet Worldwide Expedited, BoxFleet Express, BoxFleet Express Saver®, BoxFleet Expedited® and BoxFleet 3 Day Select service. This applies to formal entries for Shipments of

up to five (5) classification lines. Additional charges apply for complex customs clearance procedures. Other fees and charges may also apply. See Section 15.4 for

more details.

15.4 Charges for Customs

Clearance When providing customs clearance for Ship- ments imported into Canada, BoxFleet may assess additional charges including, but not limited to, the following:

- a) Entry Preparation Fee.
- b) Any duties and taxes remitted by BoxFleet on behalf of the Importer of Record to the Canada Border Services Agency (CBSA).

- c) Bond Fee, the fee in connection with the bond BoxFleet posts in order for the Shipment to be released, which facilitates the payment of duties and taxes.
- d) Freight charges, if the Shipper has indicated that these charges are to be billed to the Importer.
- e) Additional fees for complex customs clearance procedures which include, but are not limited to:
- Clearance procedures involving a government agency other than the governing customs authority
 - Customs bonds
 - Drawbacks
 - Entries involving more than five (5) classification lines
 - Import permits
 - Live entries
 - Marking attendance
 - Refunds or duty drawbacks
- f) Any customs penalties, storage charges, or other expenses incurred as a result of an action by the customs authority or failure by the Shipper or Consignee to provide proper documentation or to obtain a required licence or permit. If the Consignee does not pay these additional expenses, the Shipper is liable for payment.
- g) Import C.O.D. Fee for collection of charges for customs clearance upon delivery, if necessary (see Section 15.5 for a list of circumstances that require an Import C.O.D. Fee).
- h) Online Payment Fee for collection of charges for customs clearance through the Pay Import Fees feature on boxfleet.ca.

15.5 Import C.O.D. Fee

When importing an international Shipment into Canada, there are a few instances where BoxFleet may require C.O.D. payment of charges for customs clearance upon Delivery of the Shipment:

- If the Consignee does not have a BoxFleet Account Number to which import charges can be billed
- If the Consignee has not signed a Power of Attorney giving BoxFleet power of attorney to act as their customs broker, but wants BoxFleet to provide one-time customs

clearance

- If the Consignee's BoxFleet account is not in good standing

15.6 Customs Brokerage Guarantee

If a BoxFleet Standard® service Shipment from the U.S. is not delivered on time in Canada (except for the Limits and Restrictions for the BoxFleet Service Guarantee outlined in Section 20), and BoxFleet was designated as the customs broker for that Shipment, the BoxFleet Customs Brokerage Guarantee applies. Under the BoxFleet Customs Brokerage Guarantee, BoxFleet will, at BoxFleet's option, either credit or refund the customs brokerage Entry Preparation Fee for such Shipment or Package, to the payer only, upon request. Contact BoxFleet for specific delivery times between the origin and destination. The Consignee remains responsible for payment of applicable duties, taxes or any additional brokerage services provided for the Shipment.

15.7 BoxFleet Customs Brokerage

Billing Options When a BoxFleet Shipment is imported into Canada or exported from Canada, the Shipper may choose to pay either the duty and tax or duty only by showing instructions on both the export documentation and the Source Document. These options are available only to Shippers with an active BoxFleet account. These services are not available if a customs broker other than BoxFleet Customs Brokerage or BoxFleet Supply Chain Solutions® has been identified as the broker.

16. Billing Options

16.1 Billing Options for Domestic

Shipments Unless otherwise indicated in a BoxFleet Automated Shipping System or Source Document, shipping charges will be billed to the Shipper.

BoxFleet also accepts Shipments billed to the Receiver or a Third Party provided the Receiver or Third Party has a valid BoxFleet Account Number and the payer has been notified in advance by the Shipper and has agreed to accept the

charges.

The Receiver's or Third Party's BoxFleet Account Number and postal code must be provided to BoxFleet at the time of shipping via the shipping system or on the Source Document used by the Shipper.

The Shipper is responsible for shipping charges refused by a Receiver or Third Party

in addition to the charge referred to in Section 10.3.

16.2 Billing Options for International Shipments

The amount billed includes, but is not limited to, shipping charges, duties and taxes and any other customs clearance charges, if applicable.

Unless otherwise indicated in a BoxFleet Automated Shipping System or on the Source Document,

shipping charges will be billed to the Shipper and duties and taxes will be billed to the Receiver.

Unless otherwise restricted in the origin or destination country, Shippers may also select the payer of shipping charges as the Receiver or a Third Party and the payer of duties and taxes as the Shipper or a Third Party. The Receiver (for shipping charges) or Third Party (for shipping charges or duties and taxes) must have a valid BoxFleet Account Number and must be notified in advance by the Shipper and agree to accept the charges.

The Receiver's or Third Party's valid BoxFleet Account Number, postal code (if applicable) and country must be provided to BoxFleet at the time of shipping via the shipping system or on the Source Document used by the Shipper. The Shipper is responsible for shipping charges refused by a Receiver or Third Party in addition to the charge referred to in Section 10.3.

In addition to the billing combinations noted above, the following billing option is also available:

Delivered Duty Paid, Value Added Tax (V.A.T.) Unpaid: The Shipper pays all shipping charges and the destination country's duties, if applicable. The Consignee pays the balance, such as the

V.A.T. This billing option is only available through a BoxFleet Automated Shipping System.

Except for Shipments to the U.S. or Mexico, an additional Duty and Tax Forwarding Surcharge, set forth in the BoxFleet Rates in effect at the time of shipping, will apply if the Shipper selects a billing option in which duties and taxes are to be paid outside of the destination country of the Shipment.

BoxFleet reserves the right, in its sole discretion, to request advance payment of shipping charges for any Package sent to any international destination.

will be left at the Consignee's address stating that a Delivery has been attempted. BoxFleet may, in its sole and unlimited discretion, make a second or, if

17. Delivery Attempts; BoxFleet Access Point Locations

If BoxFleet is unable to complete the Delivery of a Shipment, a notice

necessary, a third delivery attempt without additional charge. For Residential deliveries and where available, BoxFleet may, after a Delivery attempt, deliver a Shipment to a BoxFleet Access Point location, where such Shipment will be held for pickup. Requests for subsequent Delivery attempts are subject to

additional charges which will be assessed to the Consignee. For BoxFleet Worldwide Express Freight® Service Shipments, only one Delivery attempt will be made; subsequent Delivery attempts are subject to additional charges, which will be charged to the Consignee. See Section 9.13 for additional details on Deliver Change Requests.

18. Hold at Location Service for BoxFleet Worldwide Express Freight Service

For BoxFleet Worldwide Express Freight Service Shipments, the Shipper may request that BoxFleet hold a BoxFleet Worldwide Express Freight Service Shipment at a BoxFleet Worldwide Express Freight Centre location for pickup by the Consignee. For each such Shipment, the Shipper will complete an address label showing the words "Hold for Pickup," the Consignee's name, telephone number, the name of a contact person, and the full address of the Consignee (designated BoxFleet Worldwide Express Freight Centre address not required). BoxFleet will hold the Shipment at the designated BoxFleet Worldwide Express Freight Centre and will attempt to contact the Consignee at the telephone number shown on the label. Shipments not picked up within seven (7) calendar days from the date of arrival will be considered undeliverable.

19. Proof of Delivery

Upon request, BoxFleet will provide proof of Delivery of a Shipment via fax transmission, email, or mail. The request must include a fax number, including area code, for an operating fax machine, an email address for email delivery, or an address deliverable by the Canada Post for mail.

20. BoxFleet Service Guarantee

In the event that BoxFleet fails to

complete Delivery or attempt Delivery within the time commitment, BoxFleet, at its option, will either credit or refund the transportation charges for each such Package or pallet, to the payer only, upon request, subject to the following conditions:

- BoxFleet's guaranteed delivery schedule must state that the destination point qualifies for the service commitment from the origin point.

- Each Package or pallet in the Shipment must be properly recorded in a BoxFleet Shipping System.
- Each Package or pallet in the Shipment must bear the appropriate BoxFleet Smart label, BoxFleet tracking label and address label, or combined label generated by a BoxFleet Shipping System including From/To address details with the Consignee's correct name, deliverable address,

postal or Zip code, and telephone number. BoxFleet cannot deliver to a P.O. Box.

- BoxFleet must receive timely Package Level Detail (PLD) Upload information at or before the time the Package or pallet is tendered to BoxFleet.
- The delivery address on any address label or combined label affixed to the Package or pallet must match the delivery address on the BoxFleet Smart Label, bar code, and PLD for the Package or pallet.
- For Saturday Delivery, a Saturday Delivery routing label must be attached to each Package or pallet in the Shipment.
- For international Shipments, all applicable documentation required by the origin and/ or destination country must be complete and included with the Shipment.
- The Shipment must be tendered to BoxFleet during BoxFleet's published business hours.
- BoxFleet must be notified of a service failure in writing or by telephone within fifteen (15) calendar days from the date of scheduled Delivery or by the date by which BoxFleet has amended or corrected the actual Delivery in tracking detail or proof of Delivery, whichever is later, and be advised of the Consignee's name and address, date of Shipment, Package or pallet weight, and the BoxFleet Tracking Number.
- Customs clearance must be performed by BoxFleet or its designee.
- For BoxFleet Worldwide Express Freight Service Shipments, the guarantee shall apply to a Shipment in excess of 2,000 kilograms or 4,400 pounds only if the Shipper obtained confirmation of eligibility for the BoxFleet Service Guarantee prior to tender of the Shipment to

BoxFleet for service.

- BoxFleet may, but is not required, to present the actual time of Delivery in tracking detail or proof of Delivery, and reserves the right to amend any delivery confirmation or the actual time of Delivery within forty-eight (48) hours of the date of Delivery.

Limits and Restrictions

- The BoxFleet Service Guarantee does not apply to Shipments that are delayed due to causes beyond BoxFleet'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 authorities acting with actual or apparent authority on the premises; acts or

omissions of customs or similar authorities; riots; circumstances arising before, during, or after a strike or other labour dispute; civil commotions; disruptions in the air or ground transportation network (such as weather phenomena); and natural disasters.

when such request is either (a) made by or (b) based on information obtained by a party other than the payer of the shipping charges.

- BoxFleet may cancel, suspend or modify
- The BoxFleet Service Guarantee does not apply to Shipments which include a Package or Packages subject to Additional Handling (Section 9.6), the Large Package Surcharge (Section 10.9) or the Oversize Pallet Handling Surcharge (Section 10.10).
- The BoxFleet Service Guarantee does not apply to any Package or pallet exceeding Maximum Weight and Size Limits (Section 3.1) or containing articles listed as a Prohibited Article (Sections 3.3 and 3.4) or any Dangerous Goods Shipment (Section 3.6).
- The BoxFleet Service Guarantee does not apply to a BoxFleet Import Control[®] Shipment if the Commercial Invoice Removal service option has been selected for the Shipment.
- The BoxFleet Service Guarantee does not apply to Shipments subject to a Delivery Change Request or a BoxFleet My Choice[®] request.
- The BoxFleet Service Guarantee does not apply to BoxFleet Standard[®] Shipments that are picked up or scheduled to be delivered during the applicable dates set forth in the Year-End Holiday Schedule available at boxfleet.ca.
- BoxFleet reserves the right to waive the BoxFleet Service Guarantee on Shipments scheduled for Delivery the business day following a national or provincial holiday when that holiday is not observed in the U.S. or other parts of Canada.
- The money-back guarantee does not apply to any company or service provider that is engaged in the re-selling of any BoxFleet service.
- BoxFleet reserves the right to refuse any request for a credit or refund

the BoxFleet Service Guarantee, or change the guaranteed time in transit, for any or all services, and for any period of time, as determined by BoxFleet in its sole discretion, and without prior notice.

- The BoxFleet Package tracking system accessed via boxfleet.ca (the “Tracking System”) and tracking information obtained through the BoxFleet website (the “Information”) are the private property of BoxFleet. BoxFleet authorizes the use of

the Tracking System solely to track Shipments tendered by or for a customer to BoxFleet for Delivery and for no other purpose. Without limitation, customers 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 express written consent of BoxFleet.

This is a personal service, thus the 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.

21. Responsibility for Loss or

Damage Except for articles listed in Section

3.3 (Prohibited Articles) and Section 3.4 (Articles Requiring Pre-approval for Shipping within Canada, Internationally or Both), BoxFleet automatically protects against loss or damage of a Package, Shipment or pallet in a BoxFleet Worldwide Express Freight® Service Shipment up to a value of \$100. If the Shipper wishes to declare a value greater than \$100 for a Package, Shipment or pallet, the greater Declared Value must be entered on the BoxFleet shipping documentation, and an additional charge will be applied.

–\$100 of protection automatically applies to the value of the Shipment or pallet in a BoxFleet Worldwide Express Freight Service Shipment, when using the following Source Documents: Canadian Services Waybill, Worldwide Services Waybill, BoxFleet Connect® NX domestic Shipments, BoxFleet Connect® export Shipments, WorldShip®, boxfleet.ca shipping or BoxFleet CampusShip™.

–\$100 protection automatically applies to the value of each

Package when using the following Source Documents: Shipping Record Book, BoxFleet Connect CX and EX domestic Shipments.

–Unless a greater value is declared in writing in the Declared Value space provided on the Source Document provided to BoxFleet, the Shipper declares the released value to be no greater than \$100 per Package or Shipment or for each pallet in a BoxFleet Worldwide Express Freight Service Shipment, which is a reasonable value under the

circumstances surrounding the transportation.

- See Section 3.2 in this document for the maximum Declared Values that can be made.
- The rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by

Air signed at Warsaw, Poland, on October 12, 1929, and any amendments thereto, may apply to the carriage of international Shipments.

- In connection with a damaged Shipment, the Shipper must retain the original packaging until an inspection can be completed by BoxFleet or its agent.

22. Limitations and Exclusions of Liability

BoxFleet shall not be liable for any special, indirect, incidental, consequential, or punitive damages (collectively, the "Consequential Damages") including, but not limited to, loss of profit or revenue incurred by the Shipper (or any other person or company) as a result of BoxFleet's (or BoxFleet's agent's or independent contractor's) acts or omissions, including but not limited to, gross negligence, negligence causing damage, failure to deliver, loss or theft of or damage to the Shipment, or late or delayed Shipment.

In any such event, BoxFleet's liability shall be limited to a refund of the shipping charges (if the Shipment has been guaranteed by BoxFleet to arrive on time). This limitation of liability applies to all Shipments, notwithstanding that the Shipper has completed the Declared Value section on the Source Document and paid the additional charge. In no event shall BoxFleet be liable for any Consequential Damages even if BoxFleet or its employees are advised in advance of the possibility of such damages.

BoxFleet will not be liable or responsible for the loss or damage to any Package or pallet, the contents of which Shippers are prohibited from shipping, which BoxFleet is not authorized to accept, which BoxFleet states that it will not accept, or which BoxFleet has the right to refuse. BoxFleet will not pay

for a claim for the loss or damage to property unless all applicable transportation charges have been paid. BoxFleet shall not be liable for and reserves the right, in its sole discretion, to deny claims pertaining to a Package or pallet for which there are no BoxFleet records reflecting that the Package or pallet was tendered to BoxFleet by the Shipper or due to improper packaging.

BoxFleet's liability for loss or damage to a Package or pallet containing documents, film,

photographs (including negatives), slides, transparencies, videotapes, compact discs, laser discs, computer tapes, and media of similar nature is limited to the replacement cost of the media on which the content is recorded. BoxFleet shall not be liable or responsible for loss or damage to information or data, including without limitation personal,

health or financial information.

In the event of loss of or damage to a pair or set of articles, BoxFleet's liability is limited to the value of that part of the pair or set which is lost or damaged, and BoxFleet shall not be liable for the value of the whole pair or set. In the event of loss of or damage to any part of property (including any part of a machine) which, when complete for sale or use, consists of several parts, BoxFleet shall be liable only for the value of the part lost or damaged, not to exceed the Declared Value of the part lost or damaged. In no event shall BoxFleet be liable for the value of the complete item.

In the event of partial loss or damage to a pallet in BoxFleet Worldwide Express Freight[®] Service, BoxFleet shall be liable only for the value of the contents of the pallet lost or damaged, and not the value of the full pallet.

BoxFleet will not be liable or responsible for the loss or damage to perishable commodities or commodities requiring protection from the heat or cold to the extent that the loss or damage results from exposure to heat or cold or the perishable nature of the items.

BoxFleet's liability in respect of the provision of Customs Clearance into Canada shall be governed by the Standard Trading Conditions of the Canadian Society of Customs Brokers (a copy of which can be found at BoxFleetscs.com or by clicking on this link: [Canada_GAA_STC](#)) as well as the terms of any GAA executed by the Importer. BoxFleet shall not be liable for any error in judgment or for anything which it may do or refrain from doing or for any resulting or consequential damage or loss caused by the negligence of any customs broker or by an act of God or other act or cause beyond the reasonable control of BoxFleet where designated as customs broker. BoxFleet shall not be liable for any failure to provide the Customs Clearance Services, which is a result of the operation of the applicable laws of Canada or any other country or a change in the policies of Canada

Border Services Agency or any other government authority.

BoxFleet shall not be liable or responsible for loss or damage due to acts of God, natural disasters, war risks, acts of terrorism, nuclear damage, acts of public authorities acting with

actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, the application of security regulations imposed by the government or otherwise applicable to the Shipment, riots, strikes or other labour disputes, civil unrest, disruptions in national or local air or ground

transportation networks (including, but not limited to, BoxFleet's transportation network), disruption or failure of communication and information systems, or adverse weather conditions.

23. Claims Procedure

A claim may be filed when BoxFleet does not meet its on-time delivery commitment or for loss of or damage to a Shipment. Tracing or tracking a missing Package or pallet does not mean that a claim has been filed.

Claims must be submitted to BoxFleet by electronic communication on boxfleet.ca or in writing to:

**BoxFleet Customer Service
Centre Claims
Department 1 Factory
Lane, 2nd Floor
Moncton, New Brunswick,
E1C 9M3**

Once a claim has been filed, a claim reference number will be issued by BoxFleet.

All claim notifications must include Shipment details including address information (From and To), date of Shipment, Package or pallet weight, the BoxFleet Tracking Number, and a statement of what is being claimed.

Claims must be filed within the following time periods:

For BoxFleet Service Guarantee claims:

Claims must be filed within fifteen (15) days from the date of scheduled Delivery.

For damage claims on Shipments sent within Canada, to the U.S. and internationally:

BoxFleet must be notified as soon as possible after discovery of the damage and no later than sixty (60) days after the date of Delivery.

For loss claims on Shipments sent within Canada or to the U.S.:

Claims not made within nine (9) months after Delivery of the Package or pallet or, in the case of

non-Delivery, within nine (9) months of the pickup date shall be deemed waived.

For loss claims on Shipments sent to international destinations (other than to the U.S.):

Claims not made within six (6) months after Delivery of the Package or pallet or, in the case of non-Delivery, within six (6) months of the pickup date will be deemed waived.

BoxFleet, after receiving a claim for loss or damage to property transported, may pay, decline, or make a firm compromise settlement in writing to the claimant.

In order to settle a claim, BoxFleet requires the following:

- A copy of the original BoxFleet Source Document
- A copy of the original invoice for the goods being claimed to substantiate replacement value (In the event that an invoice does not exist or does not show current replacement value, BoxFleet will require the claimant to establish, to the satisfaction of BoxFleet, the current replacement value of the goods being claimed.)
- An invoice to BoxFleet indicating the replacement cost of the loss or damage being claimed

All correspondence should include the BoxFleet Account Number and the Loss Damage Investigation (LDI) Number issued by BoxFleet.

24.Interruption of Service

Without limiting the generality of the limitations of liability herein, BoxFleet shall not be liable for any interruption of delivery service due to a cause beyond BoxFleet's control, or due to strikes, lockouts, or other labour disputes.

25.Delay

BoxFleet is not financially responsible for the consequences of failure to deliver a Shipment by a stipulated time.

26.Sales Tax

All applicable federal and provincial sales taxes required by law will be charged on all charges and any surcharges.

27.Payment for Services

27.1 Payment Options

BoxFleet offers the following payment options:

- Debit: Electronic Funds Transfer (EFT) Plan:* With your prior authorization, BoxFleet electronically seeks payment of your BoxFleet bill directly from your bank account on a weekly basis. Your weekly bill from BoxFleet will be marked "Paid by bank."
- Consolidated Payment Plan:* Your company provides BoxFleet with an initial payment equal to four (4)

weeks of average billing. This payment remains on account to cover one (1) month's anticipated delivery charges. You receive a BoxFleet bill once a week. Payment for all accumulated charges is due upon receipt of your fourth (4th) bill, or if you exceed your prepayment, before you

receive your fourth bill.

- *Credit Card*: With your prior authorization, BoxFleet seeks payment of your BoxFleet bill directly from your credit card account on a weekly basis. Your weekly bill from BoxFleet will be marked “Paid by credit card.”
- *Weekly Payment Plan*: You receive a bill

weekly and payment is due by the date specified on the bill.

- *Monthly Payment Plan*: You receive a bill monthly and payment is due by the date specified on the bill.

27.2 Late Payment Charge

In the event that an invoice is overdue, BoxFleet will apply a late payment charge in the amount of five percent (5%) on the total balance outstanding of that invoice. This charge will appear on your next BoxFleet bill. This is in addition to any legal rights and remedies available to BoxFleet.

27.3 Estimated Charges

BoxFleet reserves the right to assess the Shipper’s shipping and or Accessorial charges based on estimated Package or pallet characteristics on all Shipments tendered to BoxFleet if the Shipments’ billing information is unavailable.

27.4 Invoice Adjustments

Shippers requesting an invoice adjustment (e.g. adjustment of charges based on an incorrect rate, billable weight, account number, failure to tender a Package or pallet, shipping charge correction, or type of service, etc.) or a refund due to a duplicate payment must notify BoxFleet of the request within ninety (90) days from the invoice date or any billing dispute is waived.

The notification to BoxFleet must include the date of Shipment and BoxFleet Tracking Number for each disputed charge. A partial payment against an invoice is not considered a request for an invoice adjustment.

Requests for invoice adjustments cannot be made without a good faith basis for submitting the request as to each specific package and adjustment requested. If BoxFleet determines that a requestor has submitted batch or multiple single requests for adjustments without a substantial basis, all requests of such requestor will be denied in their entirety for such time period as BoxFleet may determine in its sole and unlimited discretion. A right or claim, of any kind, to challenge the

amount invoiced is conditioned upon full and strict compliance with all requirements regarding notice set forth in this Section; otherwise, failure to comply with the notice

requirements set forth in this Section constitutes agreement to pay the amount in the invoice. Full and strict compliance with this Section is required, even where it is believed that such compliance would not result in relief or would otherwise be futile.

28. Packages and Pallets Which Have Been Refused or Are Unidentifiable

If for any reason a Package or pallet in the possession or control of BoxFleet cannot be either delivered to the Consignee or returned to the Shipper, including without limitation because the Package or pallet 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, BoxFleet will retain the Package or pallet for a minimum period of thirty (30) days or such longer period of time as in its sole discretion it determines ("Holding Period"). At the expiration of the Holding Period, BoxFleet is deemed to have fulfilled all obligations that it may have as a common carrier; the Shipper and Consignee will be deemed to have relinquished any and all proprietary rights to Packages and pallets 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 BoxFleet. Following the Holding Period, BoxFleet may dispose of 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 and subject to Sections 21, 22 and, 23 of this document.

29. Right of Disposal of Damaged Packages and Pallets

BoxFleet reserves the right to dispose of the damaged contents of a Package or pallet, or a damaged Package or pallet and its entire contents if, at BoxFleet's sole discretion, the contents or packaging may cause harm to any BoxFleet employee, the public, or damage to other Packages, pallets,

BoxFleet equipment or facilities, without prior notification to the Shipper.

30. Service

Some Shipments may be transported and/or handled by a BoxFleet agent and/or independent contractor. Shipments handled by an agent or independent contractor destined to remote delivery areas may be delivered to a centralized delivery location and require the Consignee to pick up the Shipment.

31. Fuel Surcharge

BoxFleet reserves the right to apply a fuel surcharge on Shipments. The surcharge will be applied for such periods as BoxFleet may determine necessary. Current details on the fuel surcharge will be posted on the BoxFleet website at boxfleet.ca.

32. Security Surcharge

BoxFleet reserves the right to institute a security surcharge on all Shipments without prior notice. The surcharge will be applied for such periods as BoxFleet may determine necessary.

33. Currency Conversion Rate

Charges to the payer's account in a foreign currency will be converted to the payer's currency using a weekly exchange rate secured through major banks, plus an exchange fee percentage of the amount converted, as set forth in the BoxFleet Rates applicable at the time of shipping.

34. BoxFleet Customer Centre and BoxFleet Worldwide Express Freight® Centre

Before accepting a Shipment tendered for transportation or releasing any Shipment at a BoxFleet Customer Centre or a BoxFleet Worldwide Express Freight Centre to a Consignee or other recipient, BoxFleet reserves the right to require sufficient verification, as determined by BoxFleet in its sole discretion, of the Shipper's or recipient's name, address, authorization to ship or receive the Shipment, or any other information BoxFleet deems necessary to accept or release the Shipment in its sole discretion. Persons tendering or picking up Shipments on behalf of a business may be required to show identification issued by the business and a government-issued photo identification. Persons picking up Shipments on behalf of a residential Consignee may be required to provide a letter of authorization and show government-issued photo identification. BoxFleet reserves the right to require payment to be made at BoxFleet Customer Centres and BoxFleet Worldwide Express Freight Centres by payment card only.

35. BoxFleet Access Point®

Locations Packages that may be received for Delivery or tendered for

shipment (meaning Packages that have been processed for shipment prior to tender using a BoxFleet Shipping System only) at a BoxFleet Access Point location are subject to restrictions, including, without limitation, in regard to weight, size and actual and Declared Value, as set forth in the BoxFleet Rate and Service Guide found on the boxfleet.ca website. Subject to modification by the Shipper,

BoxFleet Access Point locations will hold Packages for up to seven

(7) calendar days. Refer to tracking detail for Package-specific information, including, but not limited to, the last available pickup date. If the Shipment is not picked up within seven

(7) calendar days (or other time selected by the Shipper), it may be returned to the Shipper

as undeliverable. See further details in Sections 13 (Special Handling of Undeliverable Domestic Packages) and 14 (Special Handling of Undeliverable International Packages and Pallets). Before accepting a Shipment tendered for transportation or releasing any Shipment at a BoxFleet Access Point location to a Consignee or other recipient, a Shipper, Consignee, or other recipient may be required to produce sufficient verification of the Shipper's or recipient's name, address, authorization to ship or receive the Shipment, and any other information BoxFleet deems necessary to accept or release the Shipment in its sole and unlimited discretion, including, without limitation, provision of government-issued photo identification.

35.1 Ship to a BoxFleet Access Point Location Service

Where available, Shippers with a valid BoxFleet account may ship Packages directly to a BoxFleet Access Point location to be picked up by the Consignee.

Shipper will require the Consignee to select its preferred means of notification from BoxFleet (where available, e-mail, text message, or telephone call) and to provide a valid e-mail and/ or phone number for notification. Shipper will transfer Consignee's preferred means of notification email and/or telephone number (where available) to BoxFleet as part of the Package Level Detail required for correct delivery of each package. BoxFleet may, as a service provider on behalf of Shipper and where available, provide by email, text, or phone call notifications relating to the Shipment to the Consignee via the Consignee's preferred means of notification.

Where Shipper provides an e-mail address or phone number, Shipper does so pursuant to Section 38 ("Use of PLD Obtained Email Addresses and Telephone Numbers").

BoxFleet will deliver Ship to a

BoxFleet Access Point location packages to the designated location. Delivery attempts to the designated BoxFleet Access Point location constitute a delivery attempt for the purposes of the BoxFleet Service Guarantee.

Delivery is deemed complete when the package is delivered to the designated BoxFleet Access Point location.

Additional terms, restrictions and requirements are set forth in the Service Guide for the applicable destination country and at http://www.boxfleet.ca/media/en/ca/ShiptoaBoxFleetAccessPointlocation_CA_EN.pdf, which are each incorporated herein by this reference.

35.2 Ship to a BoxFleet Access Point Location Service – Deliver to Addressee Only

If the Deliver to Addressee Only option is selected, the Package may only be picked up by the person identified on the shipping label. Pickup by any Third Party is not permitted.

The Deliver to Addressee Only option is subject to an additional charge set forth in the BoxFleet Rates at the time of shipping.

35.3 Ship to a BoxFleet Access Point Location Service – Package Release Code

If the Package Release Code option is selected, the Shipper must enter a four to six-digit numeric code when processing the Package for shipment and provide the code to the person picking up the package. The shipper is solely responsible for generating, maintaining, and transmitting the Package Release Code. The Shipper must also provide all other information required to comply with BoxFleet policies and procedures and applicable laws and regulations, including but not limited to customs requirements, as part of the PLD. There is no additional charge for the Package Release Code option.

The Package Release Code must be presented to pick up the Package. Any person who presents the Package Release Code may pick up the Package. BoxFleet cannot provide the Package Release Code to the Shipper, the Consignee, or any other person at any time.

BoxFleet shall not be liable for any loss, damage, or costs of any kind arising out of or relating to loss of or unauthorized access, acquisition, use, modification, disclosure, or destruction of the Package Release Code.

36. Data Protection

The Shipper agrees that BoxFleet and other companies in the BoxFleet group of companies worldwide, including companies in countries that may not have the same level of data protection as the country where the Shipment is tendered for service, may use any data provided by the Shipper to BoxFleet for the purposes set forth in and subject to the BoxFleet Privacy Notice published on BoxFleet's website at boxfleet.ca/content/ca/en/resources/ship/terms/privacy.html, which is incorporated here by this reference. The Shipper has certain

rights under the law (exercisable by contacting BoxFleet) to have access to, rectify, object to the use for direct marketing of, or delete personal data held by BoxFleet about it.

37. Timely Upload of PLD

The Shipper must provide Timely Upload of Package Level Detail ("PLD") to BoxFleet. If timely upload of PLD is not provided, certain BoxFleet

services are unavailable, including but not limited to Direct Delivery Only and Ship to a BoxFleet Access Point® location. Timely Upload of PLD as used in these Terms refers to the electronic transmission of all applicable PLD information to BoxFleet at or before the time that Shipments are tendered to BoxFleet. PLD includes, but is not limited to, Consignee's full name, complete delivery address, and Shipment dimensions and weight. If Shipper does not upload all applicable PLD information to BoxFleet, BoxFleet reserves the right to determine missing PLD to be used for invoice purposes in its sole and unlimited discretion, up to and including maximum size and weight for the applicable service.

**38. Use of PLD Obtained
Email Addresses and
Telephone Numbers**

By including the email address or telephone number of the Consignee or associated addressee in PLD for a Shipment ("PLD Contact(s)"), the Shipper acknowledges and agrees that BoxFleet may send notifications related to the delivery of such Shipment to the Shipment's associated PLD Contact(s) and may use such PLD Contact(s) in accordance with the BoxFleet Privacy Notice in effect at the time of shipping, to the extent permitted by law. The Shipper warrants that (i) informed and specific consent, in compliance with all applicable laws, rules, and regulations (including, where applicable, of the jurisdiction of Consignee's domicile), has been secured from the individual associated with each PLD Contact to receive notifications from BoxFleet related to the delivery of such Shipments and for use by BoxFleet of the PLD Contact(s) in accordance with the BoxFleet Privacy Notice in effect at the time of shipping, to the

extent permitted by law and that (ii) the PLD Contact(s) is accurate and is controlled by the Consignee or associated addressee for the Shipment with which it is associated. Shipper will store such consents and, upon request by BoxFleet, make available such consents to BoxFleet. The Shipper shall defend, indemnify and hold harmless BoxFleet, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and

assigns, from and against any and all liability, losses, damages, costs and expenses (including reasonable legal fees) of any nature whatsoever incurred or suffered in connection with damages arising out of or resulting from any breach of the warranties in the previous paragraph.

39. Incorporation of Terms; Waiver; Future Changes

All Shipments are subject to the terms and conditions contained in the Terms.

BoxFleet may engage subcontractors to perform transportation and incidental services.

BoxFleet contracts on its own behalf and on behalf of its servants, agents, and subcontractors, each of whom shall have the benefit of these Terms. No such party has authority to waive or vary these Terms.

The effective Rate and Service Guide, and any modifications or amendments of it, are hereby incorporated by reference in these Terms. In

the event of a conflict or inconsistency between the Terms and the effective Rate and Service Guide, the Terms shall control. The Terms and the BoxFleet Source Document for each Shipment together comprise the complete and exclusive agreement of the parties, except as modified by any existing or future written agreement between the parties, and may not be contradicted or modified by any oral agreement.

BoxFleet reserves the right to unilaterally modify or amend any portion of the Rate and Service Guide or the Terms at any time without prior notice.

Any failure to enforce or apply a term or provision of the Rate and Service Guide or the Terms shall not constitute a waiver of that term or provision by BoxFleet and shall not diminish

or impair BoxFleet's right to enforce such term or provision in the future. If one or more provisions of the Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be so affected or impaired.



boxfleet.ca
