



Terms
and Conditions

The carrier agrees to transport the property described herein subject to the terms and conditions prescribed by the Public Commercial Vehicles Act, Canada or Government of Canada, and regulations of the province of origin, and in Québec pursuant to the Civil Code, except as hereinafter provided and in accordance with the rules and regulations published in the carrier's Tariff of Tolls in effect of the date hereof to which the shipper assents and as evidence thereof accepts this receipt.

CONDITIONS

PAYMENT GUARANTEE The shipper agrees to pay the carrier for all shipping charges in the event the receiver, on a collect shipment, or the third party, on a third billing shipment, refuses to pay the carrier.

MODIFICATION OF CONTRACT This document constitutes the contract in full between the carrier and the shipper, and no agent or representative of the carrier has authority to alter, modify or waive any provision of this contract.

PAYMENT TERMS Payment terms are net 15 days from the date of invoice.

CREDIT LIMIT Credit limits may, without prior notification, be revised by Premex Courier based on payment history.

MAXIMUM WEIGHT 50 lb. maximum weight per box for a car. 100 lb. maximum weight per box for a van. Any item over 100 lb. is a truck call and additional charges may apply.

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

- 1 If the carriage involves an ultimate destination or stop in a country other than the country of the departure, the Warsaw Convention may be applicable and the convention governs and in most cases limits the liability of the carrier with respect to loss or damage to cargo.
- 2 As used in this contract, "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, 12 October, 1929 or that convention as amended by The Hague Protocol of 1955, whichever may be applicable to carriage hereunder. "Carrier" includes the air carrier issuing the Air Waybill and all air carriers as may carry the goods hereunder or perform any other services related to such carriage.
- 3 The carrier shall be exonerated from any liability in terms of published standards in the event of any delay caused by customs formalities or any other cause outlined in the applicable tariffs.
- 4 No claim for damage will be entertained until all transport charges thereon have been paid. The amount of a claim may not be deducted from transport charges.
- 5 The consignee acknowledges that the carrier has arranged Customs clearance as per the shipper's instructions and that the consignee agrees to pay all outstanding charges for duties and taxes on international shipments.
- 6 The carrier shall not be liable for the transportation of certain prohibited or shipper's risk items. For details, contact the carrier directly.
- 7 Unless the parties agree otherwise in writing, the carrier shall not be liable for any special, consequential or other damages caused by mere delay in the delivery of a shipment regardless of the cause of such delay.
- 8 The carrier shall not be liable for any loss, damage, destruction or unreasonable delays arising from the following causes:
acts of God, the Queen's or public enemies / riots / strikes / authority of law / defect or inherent vice in the goods shipped / act or default of the shipper or owner of the goods / nuclear reaction, radiation or radioactive contamination.
- 9 The carrier's liability for any loss, damage or injury to a shipment shall not exceed the lesser of \$1.50 / lb. or \$50.00.
- 10 Notice of loss or damage shall be given to the carrier at its regional or head office within twenty-four hours after such loss or damage becoming known, and then in writing within thirty (30) days after the shipment has been accepted by carrier. No liability for loss or damage shall be accepted by the carrier unless written notice of such loss or damage is received within thirty days after the shipment has been accepted by carrier.