



Terms and Conditions of Service



Effective Date: April 1, 2024

Table of Contents

APPLICATION OF TERMS AND CONDITIONS.....	1
DEFINITIONS	1
DELIVERY SERVICES.....	3
SERVICE GUARANTEES *	8
SPECIALIZED SERVICES.....	9
SHIPPING CHARGES	24
ADMINISTRATIVE CHARGES.....	27
RATE APPLICATION	28
TENDERING SHIPMENTS TO Risk Free Logistics	29
SHIPMENT ACCEPTANCE POLICY	36

DELIVERY OF SHIPMENTS	38
BILLING, PAYMENT AND LATE PAYMENT INFORMATION	40
LEGAL NOTICE	40
LIABILITY OF PUROLATOR	41
CLAIMS.....	42

APPLICATION OF TERMS AND CONDITIONS

These Terms and Conditions govern all freight forwarding services provided or arranged by Risk Free Logistics (defined below), including but not limited to courier, RiskFreePost®, RiskFreePost Plus, truckload, less-than-truckload (LTL), customs brokerage, and logistics services.

Where a Customer has entered into a Services Agreement with Risk Free Logistics, the terms and conditions set out in such agreement as the case may be, will govern in the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set out in such Services Agreement.

DEFINITIONS

Unless otherwise defined in these Terms and Conditions, capitalized terms have the following meanings:

“Account Customer” means a person, entity, partnership or organization that is party to a Services Agreement or has otherwise set up an account with Purolator for billing purposes.

“Additional Charges” means those specialized service charges, administrative charges and shipping charges that may be applied to a Shipment, in addition to a Service Rate, as more fully described below in “Specialized Services”, “Administrative Charges” and “Shipping Charges”, respectively.

“Automated Shipping System” means any automated shipping system used by Risk Free Logistics or its Customers to access Risk Free Logistics’s services, including but not limited to Risk Free Logistics International’s online shipping software, Risk Free Logistics E-Ship® Online, Risk Free Logistics EShip® Server, Risk Free Logistics E-Ship® Web Services, and any Customer’s own or third party provider’s automated shipping system approved by Risk Free Logistics pursuant to the applicable Risk Free Logistics certification program.

“Bill of Lading” means any shipping document, label, waybill, manifest or similar instrument used by Risk Free Logistics to accept Shipments for carriage, and includes a Purolator Bill of Lading.

“Canadian Induction Facility” means the first facility in Canada into which a Shipment is inducted.

“Carrier” means a person, entity, partnership or organization duly licensed and authorized to provide transportation services that is engaged by Risk Free Logistics or in connection with freight forwarding transportation services provided or arranged by Risk Free Logistics.

“COS” means Risk Free Logistics’s Chain of Signature service described in “Specialized Services – Chain of Signature”.

“Consignee” means the party to whom a Shipment is destined for delivery.

“Convention” means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland, October 12, 1929 or the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, Canada, May 28, 1999, or those conventions as amended or supplemented as may be applicable. When applicable, the Convention governs and, in most cases, limits Risk Free Logistic’s liability in respect of loss of, damage to or delay in the carriage of international Shipments transported by air.

“Courier Shipment” means a Shipment that consists of one or more Pieces that travel through Risk Free Logistic’s courier distribution network.

“Customer” means a person, entity, partnership or organization using Risk Free Logistic’s services, whether as Shipper or Consignor, and includes any Account Customer.

Risk Free Logistics, Inc. Terms and Conditions of Service

“Customs Clearance Charges” means any and all brokerage fees, surcharges, customs and duties related to a Shipment tendered by a Customer to Risk Free Logistics.

“End of Day” means 9 P.M. (Consignee’s local time) for our Courier service.

“Force Majeure Event” means any event beyond Risk Free Logistic’s control, including, but not limited to, any act, default or omission of the Shipper, owner, Consignee or any party having an interest in the Shipment, defects in the Shipment, Shipper’s failure to adhere to these Terms and Conditions, inadequate or incorrect packaging or markings or address on the Bill of Lading, Shipments containing prohibited articles, acts of God, perils of the environment, air, weather conditions, mechanical delays, disruptions in air or ground transportation networks, acts of public enemies, public health crises, quarantine, war, strikes or other labor disruptions (of any entity including vendors, suppliers or customers), terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority, security or customs clearance delays, import / export or other Shipment documentation deficiencies or Shipments requiring extraordinary handling, documentation or routing.

“Freight Shipment” means a Shipment that consists of one or more Pieces that travel through Risk Free Logistic’s freight distribution network.

“FSA” means a Canadian forward sortation area, which is denoted by the first three characters of a postal code, and identifies a specific area within a major geographic region or province.

“Goods” means Shipments or Pieces submitted to Risk Free Logistics for Storage Services.

“Hazardous Materials Regulations” (HMR) means Title 49 of the Code of Federal Regulations (CFR) parts 171-180.

“ICAO Technical Instructions” means the Technical Instructions for the Safe Transport of Dangerous Goods by Air published by the International Civil Aviation Organization.

“Limited Quantity Dangerous Goods” means those shipments that have been prepared and are in compliance with Section 1.17 of the Transportation of Dangerous Goods Regulations of Transport Canada.

“O-SNR” means Purolator’s “Origin Signature Not Required” service described in “Specialized Services – Signature Not Required / Origin Signature Not Required”.

“Package” means any item or parcel that is packaged by the customer for delivery not using a Risk Free Logistics Express Box, Risk Free Logistics Express Pack or a Risk Free Logistics Express Envelope, and meets Risk Free Logistic’s accepted packaging standards (see “Risk Free Logistics Packaging Guide”).

“Piece” means a single envelope, parcel, container, pallet or unpackaged article accepted by Risk Free Logistics for delivery.

“Risk Free Logistics” means, unless otherwise specified, Risk Free Logistics Inc. and Risk Free Logistics International, Inc., and their respective agents and subcontractors.

“Risk Free Logistics Bill of Lading” means a Bill of Lading generated by a Risk Free Logistics Automated Shipping System or a Risk Free Logistics branded manual Bill of Lading.

“Risk Free Logistics Post® Shipment” and “Risk Free Logistics Post Plus Shipment” mean Shipments that consists of one or more Risk Free Logistics Post or Risk Free Logistics Post Plus Pieces.

“Residence” shall be a traditional residence or commercial business operating out of a residence.

“Residential Area” means an area that is primarily residential or is of a low business (commercial) density, as determined by Risk Free Logistics from time to time.

“Rest of World” (“ROW”) means any country other than Canada or the USA.

“Service Identifier” means the Risk Free Logistics authorized service identifier appearing in the form of a Risk Free Logistics icon on an electronic Bill of Lading or a Risk Free Logistics sticker affixed to each Item in the Shipment, and which identifies the applicable Risk Free Logistics service requested by the Customer.

“Services Agreement” is defined as a contract for freight forwarding services entered into between Risk Free Logistics and a Customer or any other agreement entered into between Risk Free Logistics and a Customer governing the services provided or arranged by Risk Free Logistics for such Customer.

“Service Rate” means, in respect of a Shipment, the rate charged by Risk Free Logistics to a Customer based on the service selected, but excludes any Additional Charges, Taxes and Customs Clearance Charges in respect of such Shipment.

“Shipment” means one or more Pieces sent on the same date and at the same time, with the same Risk Free Logistics service and other identical shipment characteristics, from one Shipper to one Consignee at one address under a single Bill of Lading, and the charges for which will be billed to one Customer. Where a Shipment (an “Original Shipment”) contains two or more subShipments with separate Bills of Lading, the Original Shipment will cease to be a “Shipment” upon (i) consolidation or deconsolidation in the U.S., as the case may be, or (ii) upon deconsolidation at a Canadian Induction Facility, and each subShipment will become a “Shipment”.

“Shipper” means the party tendering a Shipment to Risk Free Logistics for carriage.

“SNR” means Risk Free Logistic’s “Signature Not Required” service described in “Specialized Services – Signature Not Required / Origin Signature Not Required”.

“Taxes” means any and all taxes ordinarily payable by Customers in respect of services provided by Risk Free Logistics, including those characterized as goods and services tax, sales tax, value-added tax or business transfer tax.

“Urban Area” means an area that is primarily urban, as determined by Risk Free Logistics from time to time.

“Warehouse Facility” means the warehouse space in which Risk Free Logistics shall perform the Storage Services.

DELIVERY SERVICES

Transportation Services to Canada and from Canada to the U.S. and the Rest of the World (“ROW”)

Shipments tendered to Risk Free Logistics by Shippers located in the U.S. are organized for carriage to Canada based on the selected mode of carriage (including truckload, LTL, air cargo and air charter) and their respective destination points in Canada. Upon arrival at the applicable Canadian Induction Facility, each individual Shipment tendered travels to its destination, whether through Risk Free Logistic's courier or freight distribution network. Subject to geographic limitations, all of the services described below under “– Services within Canada” are available upon a Shipment’s induction at a Canadian induction facility. Other services may be available to Canada from the U.S. and the ROW upon request. Please contact Risk Free Logistics for details.

For any of Risk Free Logistic’s service offerings, including choice of select points and times for delivery, Risk Free Logistics reserves the right to make changes from time to time, at its sole discretion, in order to be responsive to market requirements. Purolator’s service offerings and obligations under these Terms and Conditions may be suspended or delayed, without notice, in the case of a Force Majeure Event.

Risk Free Logistics Express Courier Services (“Risk Free Logistics Express”)

All Risk Free Logistics Express services are money-back guaranteed* expedited courier services Risk Free Logistics will deliver Shipments tendered in Risk Free Logistics Express envelopes, Risk Free Logistics Express packs, Risk Free Logistics Express boxes

Risk Free Logistics, Inc. Terms and Conditions of Service

or the Customer's own packaging in accordance with the terms and conditions applicable to Risk Free Logistics Express Shipments.

Any Risk Free Logistics Express Shipment, other than Risk Free Logistics Express box and Risk Free Logistics Express Evening Shipments, must be prepared using an Automated Shipping System.

The following Risk Free Logistics Express Shipments, when traveling in Risk Free Logistics Express-branded packaging, are charged a flat Service Rate based on the service selected and the Shipment's origin and destination:

- A Shipment traveling in a Risk Free Logistics Express Envelope weighing up to 1 pounds (approximately 0.5 kilograms).
- A Shipment traveling in a Risk Free Logistics Express Pack weighing up to 3 pounds (approximately 1.4 kilograms).

** For details, see the "Service Guarantees" section in these Terms and Conditions.*

- A Shipment traveling in a Risk Free Logistics Express Box weighing up to 7 pounds (approximately 3.2 kilograms).

Risk Free Logistics Express Shipments that exceed the above-noted weights are charged a Service Rate based on the service selected, the packaging, the Shipment's origin and destination, and the Shipment's scale weight as described below in "Tendering Shipments to Purolator – Reweighing, Cubing and Low-Density Shipments". Risk Free Logistics Express Shipments tendered in Purolator Express packaging will travel as single-Piece shipments.

Risk Free Logistics Express™ 9 A.M.

Delivery guaranteed* from select points in the U.S. to select points in Canada and from select points in Canada to select points in the U.S. by 9 A.M. the next business day following induction at the Canadian Induction Facility. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed* by 9:00 A.M. on the business day specified by Risk Free Logistics.

Risk Free Logistics Express™ 10:30 A.M.

Delivery guaranteed* from select points in the U.S. to select points in Canada and from select points in Canada to select points in the U.S. by 10:30 A.M. the next business day following induction at the Canadian Induction Facility. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed* by 10:30 A.M. on the business day specified by Risk Free Logistics.

Risk Free Logistics Express™ End of Day

Delivery guaranteed* from select points in the U.S. to select points in Canada and from select points in Canada to select points in the U.S. before the end of the next business day following induction at the Canadian Induction Facility. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed* before the end of the next business day on the business day specified by Risk Free Logistics.

Risk Free Logistics Express™ Evening

Delivery guaranteed* from select points in the U.S. to select points in Canada and from select points in Canada to select points in the U.S. between 5:30 P.M. and 9 P.M. the next business day following induction at the Canadian Induction Facility. However, where it is not possible to effect delivery between 5:30 P.M. and 9 P.M. by the next business day, delivery will be guaranteed* between 5:30 P.M. and 9 P.M. on the business day specified by Risk Free Logistics.

** For details, see the "Service Guarantees" section in these Terms and Conditions.*

Risk Free Logistics Ground Courier Services ("Risk Free Logistics Ground")

Delivery from most points in the U.S. to most points in Canada by End of Day from time of induction at the applicable Canadian Induction Facility. However, where it is not possible to fulfill delivery by such delivery day, delivery will be made to most points in Canada.

Risk Free Logistics Ground Services (other than Risk Free Logistics Ground 9AM, Risk Free Logistics Ground 10:30AM and Risk Free Logistics Ground Evening) are not money-back guaranteed courier services. Risk Free Logistics Ground courier Shipments

must comply with Risk Free Logistic's shipment acceptance policy (see "Shipment Acceptance Policy"). Courier Shipments tendered to Risk Free Logistics in Risk Free Logistics Express Envelopes, Risk Free Logistics Express Packs or Risk Free Logistics Express boxes will not be handled as Risk Free Logistics Ground courier Shipments and will be delivered in accordance with the terms and conditions applicable to Risk Free Logistics Express courier Shipments.

Risk Free Logistics Ground 9AM, Risk Free Logistics Ground 10:30AM, Risk Free Logistics Ground Evening and Risk Free Logistics Ground Shipments must be prepared using an Automated Shipping System.

Risk Free Logistics Ground® 9AM

Delivery guaranteed* from select points in the U.S. to select points in Canada by 9 A.M.. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed by 9 A.M. on the business day specified by Purolator, following induction at the applicable Canadian Induction Facility.

** For details, see the "Service Guarantees" section in these Terms and Conditions.*

Risk Free Logistics Ground® 10:30AM

Delivery guaranteed* from select points in the U.S. to select points in Canada by 10:30 A.M.. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed by 10:30 A.M. on the business day specified by Risk Free Logistics, following induction at the applicable Canadian Induction Facility.

Risk Free Logistics Ground® Evening

Delivery guaranteed* from select points in the U.S. to select points in Canada between 5:30 P.M. and 9 P.M. within two to six business days. However, where it is not possible to effect delivery by such guaranteed delivery time, delivery will be guaranteed between 5:30 P.M. and 9 P.M. on the business day specified by Risk Free Logistics, following induction at the applicable Canadian Induction Facility.

Risk Free Logistics Ground®

Delivery from select points in the U.S. to select points in Canada by End of Day within one or more business days based on the origin and destination selected. In no event is a Shipment tendered using Risk Free Logistics Ground Service eligible for a delivery guarantee. *

** For details see the Service Guarantees section in these Terms and Conditions.*

Risk Free Logistics Mission Critical ("RFLMC") Services**

Shipments tendered for RFLMC Services are expedited via direct transport to destination city with immediate delivery upon arrival. Shippers must contact the 24x7x365 Risk Free Logistics Mission Control operations desk at to arrange for shipments. Transit times will be determined by faster available transport method based on when cargo is available for pick-up and available routing options available. Estimated delivery time will be based on information provided at the time of quotation. Any variance may impact transit quotation.

Shipment quote does not include customs fees, duty, and taxes, if applicable. Chargeable weights are based on actual or dimensional weight, whichever is greater.

Transit time quotes and shipment quotes are subject to space availability and subject to timely customs clearance, where applicable.

After Hours Services

Delivery services may be available after hours, on weekends and holidays, upon request and subject to assessment of an additional charge for such service. An additional charge will be applied if pickup or delivery is required on a business day after 5:00 p.m. and before 8:00 a.m., Saturday, Sunday, and days that are legal holidays in the jurisdiction of pickup or delivery, as the case may be.

Attempted Pickup (Vehicle Furnished But Not Used)

An additional charge will be applied where a Shipper has not cancelled a requested or scheduled pickup and, upon arrival at a Shipper's premises, the Shipper informs Risk Free Logistics that no Shipment will be tendered by such Shipper.

Inspection

Risk Free Logistics may, but is not obligated to, inspect any Shipment tendered. Additionally, all Shipments may be subject to inspection by:

- (i) The carrier(s) engaged by Risk Free Logistics, their agent(s) or subcontractor(s);
- (ii) Government officials; or
- (iii) Personnel authorized by the government to inspect shipments.

In accordance with Transportation Security Administration ("TSA") regulations all shipments transported on an aircraft are subject to inspection or being searched by Risk Free Logistics, its agents, government officials or other authorized personnel to ensure the security and safety of any aircraft and its passengers. If the Customer, Shipper and/or Consignee do not consent to the search or inspection of the freight, such freight cannot be offered for transport or be transported on any aircraft.

By tendering a Shipment to Risk Free Logistics, Shipper agrees that Risk Free Logistics will determine the appropriate routing of Shipments and the mode of transport, unless specified by Shipper and agreed to by Risk Free Logistics. Transit times shall be determined by Risk Free Logistics and are subject to modification due to a Force Majeure Event that may require re-routing or alternate mode of transport.

Re-delivery

In the event that a RFLMC Shipment cannot be completed through no fault of Risk Free Logistics, Risk Free Logistics will attempt to contact its Customer, the Shipper, or Consignee to request instructions concerning re-delivery or other disposition of the Shipment. In the absence of any instructions, Risk Free Logistics will hold the Shipment, subject to the assessment of storage charges, and may, in its sole discretion, attempt re-delivery of the Shipment. All attempts to re-deliver a Shipment by Risk Free Logistics will be subject to an additional charge.

Redirect in Transit

An additional charge will be applied to any Shipment requiring a change of delivery address while in transit. Where such change is requested, it must be submitted in writing by the Customer or Shipper.

Storage in Transit

Risk Free Logistics will, upon notice to the Customer or Shipper, hold in storage any RFLMC Shipment where Risk Free Logistics was unable to complete delivery on the first attempt, or where delivery was refused by the Consignee through no fault of Risk Free Logistics, or where Risk Free Logistics was unable to complete delivery for some other reason. Shipments will be held in storage without charge for two (2) business days (excluding Saturday, Sunday and legal holiday) computed from 8:00 AM the day following notification of shipment being on hand ("Storage Free Time").

After the expiration of the Storage Free Time, Risk Free Logistics will continue to hold such shipments for the Customer or Shipper, subject to a storage and handling charge of CAD\$1.00 per day per 100 pounds (45 kilograms) or any fraction thereof, subject to a minimum storage charge of \$100.00 per shipment per day. If storage by Risk Free Logistics is not practicable, Risk Free Logistics will place the shipment in a public warehouse at the expense of the Shipper, subject to a lien for all transportation, storage, handling, delivery, warehousing, and other charges incurred by Risk Free Logistics and such public warehouse.

Shipments will be held in storage for a period of time not to exceed thirty (30) calendar days following the notification of shipment being on hand. At the expiration of thirty (30) calendar days, in the event the Shipper fails to give Risk Free Logistics instructions for disposition or otherwise in the course of exercising its lien rights, Risk Free Logistics may, in its sole discretion and in accordance with applicable law, sell or otherwise dispose of the Shipment held by Risk Free Logistics. Risk Free Logistics may return Shipment(s) to the Shipper at the Shipper's expense, subject to a lien for all charges applicable to the Shipment or part of thereof, or Risk Free Logistics may retain possession of the Shipment and in such case the Shipment will continue to be subject to our lien and all rights associated with our lien. At all times, the Shipper will be liable for the original delivery charge, the return delivery charge, and any accrued storage charges or disposal charges. The Shipper shall be liable for and pay any costs incurred and indemnify Risk Free Logistics for any damages in respect of the foregoing.

Trade Show

An additional charge will be applied to any Shipment originating from, or destined to, a trade show.

Waiting Time/Detention with Power Unit

When vehicles with power units are delayed or detained, through no fault of Risk Free Logistics, at the premises or facility of the Shipper or Consignee detention charges will apply to the waiting time. All shipments will be allotted thirty (30) minutes of free time for loading at the point of pick-up and unloading at the point of delivery. After expiration of the free time, detention charges will be assessed and charged in 15 minute increments for the time that Risk Free Logistics is detained or delayed beyond the free time.

Freight Services

Risk Free Logistics Freight services are not a money-back guaranteed* services. Freight Shipments tendered to Risk Free Logistics must comply with Risk Free Logistic's shipment acceptance policy (see "Shipment Acceptance Policy"). Freight Shipments will be delivered in accordance with the terms and conditions applicable to Freight Shipments.

Any Freight Shipment may be prepared using an Automated Shipping System.

Freight Shipments can travel as cargo on commercial or chartered aircraft, LTL, Truckload ("TL"), Ground Linehaul, ocean (via Risk Free Logistic's duly licensed intermediary) and rail. Delivery from select points in the U.S. to select points in Canada by End of Day on the scheduled delivery day by Risk Free Logistics.

Risk Free LogisticsPost® and Risk Free LogisticsPost Plus

All Terms and Conditions that apply to Risk Free LogisticsPost® are also applicable to Risk Free LogisticsPost Plus.

Risk Free LogisticsPost® is a door-to-door delivery service provided to most points in Canada within two to eight business days* with delivery by end of day. Risk Free LogisticsPost Plus is a door-to-door delivery service provided to most points in Canada within two to five business days* with delivery by end of day. However, for shipments originating from non-selected points, delivery to most points in Canada is within three to 14 business days.

Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipments are shipped in the Customer's own packaging in accordance with the Terms and Conditions applicable to Risk Free LogisticsPost Shipments. No hazardous materials or household goods (personal effects) shipments of any kind will be accepted pursuant to this service offering with the exception of pre-approved shipments of limited quantities of hazardous materials, as agreed to by Risk Free Logistics in writing.

Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipments permit Pieces up to a maximum weight of 66 pounds (30 kilograms). There a limit of one Piece in a Risk Free LogisticsPost Shipment.

Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipments are charged at a Risk Free LogisticsPost base delivery rate, which: (i) Includes a fee for customs clearance, where applicable;

Risk Free Logistics, Inc. Terms and Conditions of Service

- (ii) Is based on the
 - a. Risk Free LogisticsPost Shipments origin and destination;
 - b. The chargeable weight;
 - c. Any applicable accessorial fee; and
 - d. Any applicable fuel surcharge.

Any Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipment must be prepared using an Automated Shipping System.

** Certain exceptions apply from certain U.S. origins and to certain Canadian destinations.*

SERVICE GUARANTEES *

Courier Shipments

If Risk Free Logistics delivers a guaranteed Courier Shipment after the applicable guaranteed delivery time on the applicable guaranteed delivery day, Risk Free Logistics will, upon request by the Customer, refund or credit (at Risk Free Logistic's option) the Service Rate and Taxes (but excluding any Additional Charges and Customs Clearance Charges) paid by the Customer to Risk Free Logistics in respect of the Shipment (see "Claims – Refunds for Risk Free Logistics Service Guarantees"). If Risk Free Logistics cannot deliver a guaranteed Courier Shipment on the applicable guaranteed delivery day, delivery will be by End of Day on the business day specified by Risk Free Logistics.

Risk Free Logistics will at its option refund or credit the whole (subject to the note below) of the product rate only (i.e., excluding any Additional Charges) paid by the Customer (payer) to Risk Free Logistics in respect of a guaranteed Shipment, upon request (see "Refunds for Risk Free Logistics Guarantees"), if Risk Free Logistics delivers Customer's guaranteed Shipment after the applicable delivery guarantee time on the applicable guarantee day, provided the following conditions are met:

The Shipment destination must be an eligible guaranteed delivery point from the point of origin or from the Canadian Induction Facility, as the case may be, for the applicable guaranteed product, certain geographic and other limitations apply. If a Shipper selects an ineligible guaranteed delivery point from the point of origin for an applicable Canada courier guaranteed product, the guarantee for such Shipment shall be deemed to be the next best Canada origin courier guaranteed product offered from such origin point to such delivery point (e.g., if Canada origin courier 9AM is selected but not available and Canada origin courier 10:30AM is available, the guarantee will be deemed to be a Canada origin courier 10:30AM guarantee). Please call your Customer Relationship Representative for details.

- (i) The delay must not be caused by some event beyond the control of Risk Free Logistics, including but not limited to, those items set under "Events Beyond Risk Free Logistic's Control".
- (ii) The Shipment must not be left in a Risk Free Logistics drop box facility after the posted pickup time, must not be an "after hours" pickup made after local cut-off times, and must not be tendered to Risk Free Logistics (or its agents or subcontractors) after local cut-off times.
- (iii) Shipments subject to Special Handling charges (see "Special Handling") are not eligible for Risk Free Logistic's delivery guarantees.
- (iv) In the case of Risk Free Logistics Express (U.S. Origin) Shipments:
 - a. Each package must weigh no more than 150 pounds (68 kilograms).
 - b. Each package must be properly recorded using an Automated Shipping System.
 - c. Each package must bear the appropriate combined Risk Free Logistics tracking and address label generated by an Automated Shipping System, showing the Consignee's correct name, deliverable address and postal code.

- (v) For Canada origin courier Shipments, each Package must weigh no more than 70 pounds (32 kilograms). In addition to the limitations noted above, the following conditions apply:
 - a. The service guarantee may be suspended, modified or revoked in Risk Free Logistic's sole discretion.
 - b. The service guarantee will not apply to the following Shipments:
 - 1) Dangerous goods Shipments (see "Specialized Services – Dangerous Goods / Hazardous Materials");
 - 2) Chain of Signature Shipments (see "Specialized Services – Chain of Signature");
 - 3) Heavyweight Shipments (see "Tendering Shipments to Purolator – Heavyweight");
 - 4) Residential Heavyweight Service (see "Tendering Shipments to Purolator – Residential Heavyweight Service");
 - 5) Shipments originating from or destined to points deemed by Risk Free Logistics to be remote, where such points are not serviced directly by Risk Free Logistics;
 - 6) Undeliverable Shipments;
 - 7) Shipments exceeding Risk Free Logistic's size limitations (see "Shipment Acceptance Policy – Size Limitations"); and
 - 8) Shipments that require special handling.
 - c. In the event that at least one (but not all) of the Pieces in a guaranteed Courier Shipment are not delivered in accordance with the applicable service guarantee, Risk Free Logistics will, at its option, refund or credit a Customer, upon request, an amount equal to the difference between (a) the Service Rate of the original Shipment and (b) the Service Rate that would have applied if the original Shipment was made up of only the Piece(s) that was / were delivered in accordance with the applicable service guarantee.
 - d. For details about the applicable geographic and other service limitations as may be determined by Risk Free Logistics from time to time, please contact Risk Free Logistics.

** All guarantees are determined at the point of induction at a Canadian induction facility and apply only to Risk Free Logistics Express services, Risk Free Logistics Ground 9AM Risk Free Logistics Ground 10:30AM, and Risk Free Logistics Ground Evening. All Service Guarantees are subject to nonpayment due to Customer delay or failure to comply with these Terms and Conditions and Limitation of Liability and may, at Risk Free Logistic's sole discretion, be suspended or revoked without prior notice. Service Guarantees will not apply during any Force Majeure Event.*

For details about the applicable geographic and other service limitations as may be determined by Risk Free Logistics from time to time, please contact your Customer Relationship Representative.

SPECIALIZED SERVICES

Unless otherwise indicated or for Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipments, the following Risk Free Logistics specialized services may be added to any Risk Free Logistics Shipment for an additional charge. Other specialized services may be available upon request. Please contact Risk Free Logistics for details. For any of Risk Free Logistic's service offerings, including choice of select points and times for delivery, Risk Free Logistics reserves the right to make changes to its specialized services from time to time, at its sole discretion, in order to be responsive to market requirements.

Special Handling

Risk Free Logistics may accept Courier Shipments that require special handling. All Courier Shipments that require special handling will not be eligible for Risk Free Logistic's service guarantees. Where a Shipment requires special handling, an additional charge will be applied, including, without limitation, if the Shipment falls within any of the following categories:

- (i) Additional Handling includes, but is not limited to:

- a. Shipments not fully encased in an outer shipping container;
 - b. Any Shipment encased in outer shipping container not made of corrugated cardboard, including but not limited to canvas, leather, metal, wood, hard plastic, soft plastic (e.g., plastic bag) or expanded polystyrene foam (e.g., Styrofoam);
 - c. any Shipment bound with metal, wood, leather, plastic or cloth banding, or has wheels, casters, handles or straps (including Shipments where the outer surface area is loosely wrapped or where the contents protrude outside the surface area;
 - d. Shipments encased in an outer shipping container covered in part or whole by shrink wrap or shrink stretch;
 - e. Any cylindrical-like or irregular-shaped items, including but not limited to duffle bags, mailing tubes, barrels, drums, cans, buckets, pails, or tires;
 - f. Shipments encased in a soft sided pack (e.g., courier packs, poly bag or poly mailer) that exceed 18 inches along its longest side or 13 inches along its second longest side or 5 inches in height;
 - g. any Shipment routed through Risk Free Logistic's irregular package sortation process as required by Risk Free Logistics;
 - h. Shipments that contain high-risk items, which are not packaged according to Risk Free Logistic's accepted standards (see "Risk Free Logistics Packaging Guide") and are deemed high risk at Risk Free Logistic's discretion;
 - i. any other Shipment that requires additional handling, as determined by Risk Free Logistics in its reasonable discretion.
- (ii) Oversized: Packages that weigh more than 50 pounds (approximately 23 kilograms), but less than or equal to 150 pounds (approximately 68 kilograms), or their longest side measures more than 48 inches (approximately 122 centimeters) and less than or equal to 108 inches (approximately 274 centimeters);
- (iii) Residential Area Heavyweight: Packages that are considered heavyweight items for standard residential area pickup or delivery because they weigh more than 70 pounds (approximately 32 kilograms) and less than or equal to 150 pounds (approximately 68 kilograms);
- (iv) Large Package: A Courier Shipment Piece that measures between 130 inches (approximately 330 centimeters) and 165 inches (approximately 419 centimeters) in total overall Piece size. For each Courier Shipment Piece where the billable weight is less than the minimum weight, the Piece will be billed at minimum weight (90 pounds);
- (v) Over Maximum Limit: A Courier Shipment Piece that is over the maximum limit because it weighs more than 150 pounds (approximately 68 kilograms), measures more than 165 inches (approximately 419 centimeters) in total overall Piece size, or its longest side measures more than 108 inches (approximately 274 centimeters). For each Courier Shipment Piece where the billable weight is less than the minimum weight, the Piece will be billed at minimum weight (120 pounds); or
- (vi) Flat Package: Packages that have their longest side measure more than 18 inches (approximately 45 centimeters) and their shortest side measure less than or equal to 2 inches (approximately 5 centimeters).

Please see Risk Free Logistic's published Rate Guide for current surcharge details for all Special Handling categories outlined above. Risk Free Logistics retains sole discretion of which items are deemed as requiring Special Handling. Risk Free Logistics reserves the right not to accept any Packages in its courier network that weigh more than 150 pounds (approximately 68 kilograms) or measure more than 165 inches (approximately 419 centimeters) in total overall Piece size because they are considered over the maximum limit. If such a Package is found in the Risk Free Logistics courier network, a Special Handling surcharge will be applied. The formula for calculating total overall Piece size is: length + (width x 2) + (height x 2). Note that additional fees may also be charged on certain shipments to nonresidential postal codes. When appropriate pursuant to the Purolator Rate Guide, both Special Handling and Dangerous Goods (Hazardous Materials) surcharges (see "Specialized Services – Dangerous Goods (Hazardous Materials)") may be applied to a Shipment. If there are multiple Special Handling surcharges which would apply to a particular Piece, it is only the Special Handling surcharge that has the highest value, amongst all the applicable Special Handling surcharges, that would be applied to the Piece. Surcharges will also apply to Packages that must be repackaged because their original packaging is deemed inadequate at Risk Free Logistic's discretion. The payment of Special

Handling charges in respect of a particular Courier Shipment does not affect Risk Free Logistic's maximum liability stated in these Terms and Conditions or the classification of such Courier Shipment travelling at the Shipper's risk (see "Tendering Shipments to Risk Free Logistics – At Shipper's Risk").

Right to Introduce or Amend Accessorial Fees/Right to Cap

With respect to Peak Seasons (as defined below), Risk Free Logistics, in its sole discretion, reserves the right to: 1) discontinue, apply new, introduce, increase, amend or modify the then applicable accessorial fees and surcharges; and 2) cap and limit the number of shipments made. The term "Peak Season" as used in this clause means seasons when shipment volume from Risk Free Logistic's customers is high, as said volume is determined by Risk Free Logistics. This right is required to prepare Risk Free Logistic's network for our busiest season and to align with market conditions.

Dangerous Goods (Hazardous Materials)

Pursuant to the Risk Free Logistics Rate Guide, both Dangerous Goods (Hazardous Materials) and Special Handling surcharges (see "Specialized Services – Special Handling") may be applied to a Shipment.

Pursuant to the Risk Free Logistics Rate Guide, if there are multiple Dangerous Goods (Hazardous Materials) surcharges which would apply to a particular Shipment, it is only the Dangerous Goods surcharge that has the highest value, amongst all the applicable Dangerous Goods surcharges, that would be applied to the Shipment.

Risk Free Logistics may accept certain Dangerous Goods (Hazardous Materials) for carriage provided that such Dangerous Goods Shipment is tendered by Shipper in accordance with these Terms and Conditions, and all applicable laws including, without limitation, the Transportation of Dangerous Goods Act (Canada) and the regulations promulgated thereunder, and the ICAO Technical Instructions[†], in addition to any applicable International Air Transport Association (IATA) guidelines or requirements. Risk Free Logistics reserves the right to refuse Dangerous Goods for carriage where they cannot be accepted in accordance with applicable laws. Risk Free Logistics shall not accept Shipments of fully regulated Dangerous Goods, as described in regulations promulgated under the Transportation of Dangerous Goods Act (Canada) regulations, from non-Account Customers. This service is not available with Risk Free Logistics Standard™ TL / LTL. The additional charge that is applied to each Shipment containing Dangerous Goods is non-refundable. When appropriate pursuant to the Risk Free Logistics Rate Guide, both Dangerous Goods (Hazardous Materials) and Special Handling surcharges (see "Specialized Services – Special Handling") may be applied to a Shipment. Dangerous Goods cannot be accepted for carriage to points that are deemed by Risk Free Logistics to be remote, where such points are not serviced directly by Risk Free Logistics (see "Shipping Charges – Beyond Point"). For information on shipping limited quantities / consumer commodities, please contact Risk Free Logistics.

Tendering Dangerous Goods Shipments

Prior to tendering any Dangerous Goods to Risk Free Logistics for carriage, it is a Shipper's sole responsibility to comply with each of the following conditions:

- (i) Shipper must be pre-approved to ship Dangerous Goods;
- (ii) Know the appropriate classification of the Dangerous Goods;
- (iii) Declare / identify the appropriate Dangerous Goods option on the Bill of Lading, and provide all statements required by applicable laws in the "description" field of the Bill of Lading;
- (iv) Ensure proper packaging for the selected mode of carriage (i.e., air or ground) in accordance with applicable laws;
- (v) Properly mark and label each Dangerous Goods Piece in accordance with applicable laws and these Terms and Conditions;
- (vi) Provide the appropriate documentation for the selected mode of carriage and retain such documentation in accordance with applicable laws;
- (vii) Supply the appropriate placards (for external identification of Dangerous Goods on Purolator vehicles) as required by applicable laws;

Risk Free Logistics, Inc. Terms and Conditions of Service

- (viii) Be trained, including holding a training certificate where applicable, to perform any activities relating to Dangerous Goods in accordance with applicable laws, including packaging and preparation for carriage. Shippers are required to comply with the most recent version of the Transportation of Dangerous Goods Regulations (TDGR) and the most recent ICAO Technical Instructions.

Where a Shipper has failed to comply with any of the foregoing conditions, in relation to tendering a Dangerous Goods Shipment, Risk Free Logistics reserves the right to (i) refuse any such Shipment for carriage, (ii) cancel and terminate any such Shipment under carriage and charge the Customer for servicing the Shipment and / or (iii) charge and invoice the Customer fees in addition to the applicable surcharge(s) to transport any such Shipment. In the event that Risk Free Logistics unknowingly transports a

† Shippers are required to comply with the most recent version of the ICAO Technical Instructions.

Dangerous Goods Shipment tendered without Customer's compliance with the above conditions, Risk Free Logistics assumes no liability whatsoever in respect of any loss and / or damage, caused, directly or indirectly from such shipment delay, mis-delivery or failure to deliver such Shipment, and Shipper shall release and indemnify Risk Free Logistics from and against any claims or liabilities related to the carriage, transport or delivery of any such Dangerous Goods Shipment.

Non-Compliant Dangerous Goods

An additional charge may be applied to each Piece of a Shipment that Risk Free Logistics deems non-compliant with the requirements set out herein regarding Dangerous Goods, including compliance with any applicable law, including where Risk Free Logistics actions and/or remedies the non-compliances. An additional charge will be applied where Risk Free Logistics is required to contact the Customer in attempts to rectify non-compliance with the requirements set out herein regarding Dangerous Goods.

Dangerous Goods Shipments within Canada

The following tables set out the Dangerous Goods that can be accepted by Risk Free Logistics for carriage as a Courier Shipment or Freight Shipment within Canada (including those that are restricted and require prior approval from Risk Free Logistics) and those that cannot be accepted.

Acceptable	
Class	Description
1.4G	Explosives: UN0191, UN0197, UN0312, UN0336, UN0403, UN0431, UN0453 and UN0493 ONLY
1.4S	Safety Explosives
2.1	Flammable Gases
2.2	Non-Flammable / Non-Toxic Gases
3	Flammable Liquids
4	Flammable Solids, Spontaneously Combustible Materials, and Water Reactive Substances
5.1	Oxidizers
6.1	Toxic Substances
6.2	Infectious Substances
7	Radioactive Materials
8	Corrosives
9	Miscellaneous Dangerous Goods

Not Acceptable	
Class	Description
1	Explosives (except 1.4G or 1.4S as listed above)
2.3	Toxic Gases
Restricted	
Class	Description
1	Explosives – other than those Divisions and specific UN numbers in the Acceptable table above
5.2	Organic Peroxides

The only Transportation of Dangerous Goods Regulations exemption that Risk Free Logistics permits for Freight Shipments is for Limited Quantity Dangerous Goods.

Dangerous Goods may be tendered to a Risk Free Logistics Shipping Centre or driver. Dangerous Goods may not be tendered at a Risk Free Logistics Drop Box. Limited Quantity Dangerous Goods may be tendered to a Risk Free Logistics Authorized Shipping Agent or Quick Stop Agent for Ground shipments only. Tendering a Shipment containing Dangerous Goods to Purolator does not mean it has been “accepted for carriage” by Risk Free Logistics. A Shipment containing Dangerous Goods is only accepted once a Risk Free Logistics Dangerous Goods Specialist has verified the Shipment at a Risk Free Logistics facility.

Dangerous Goods will travel in accordance with the terms and conditions applicable to the selected service and, if applicable, selected mode of carriage, once accepted by Risk Free Logistics. Where a Dangerous Goods Shipment is tendered to Risk Free Logistics on a Saturday, delivery will be on Tuesday by End of Day at the earliest and no Saturday Service guarantee will apply.

Dangerous Goods Shipments from the U.S. and ROW to (or to the U.S. and ROW) from Canada

Risk Free Logistics will only accept dangerous goods for carriage for pre-authorized Customers pursuant to a Services Agreement.

Dangerous goods traveling from the U.S. or the ROW to Canada (and vice versa) may only be tendered to a Risk Free Logistics Shipping Centre or driver. Dangerous goods may not be tendered at a Risk Free Logistics drop box or to a Risk Free Logistics authorized shipping agent.

Tendering a Shipment containing dangerous goods to Risk Free Logistics does not mean it has been “accepted for carriage” by Risk Free Logistics.

A Shipment containing dangerous goods is only accepted once it has been verified by a Risk Free Logistics Dangerous Goods specialist (or authorized Risk Free Logistics Dangerous Goods specialist agent) at a U.S. facility, and by a Risk Free Logistics Dangerous Goods Specialist following induction at the Canadian Induction Facility.

Dangerous goods will travel in accordance with the Terms and Conditions applicable to the selected service and, if applicable, selected mode of carriage, once accepted by Risk Free Logistics. Where a dangerous goods Shipment is tendered to Risk Free Logistics in the U.S. on a Saturday, delivery will be on Tuesday by End of Day at the earliest and no Saturday service guarantee will apply.

Dangerous Goods Shipments between Canada and the U.S.

A Dangerous Goods Shipment will only be accepted once it has been verified by a Risk Free Logistics Dangerous Goods Specialist (or authorized Risk Free Logistics Dangerous Goods Specialist agent of Risk Free Logistics). Certain classes of Dangerous Goods that are acceptable for carriage within Canada may not be acceptable or may require prior approval from Risk Free Logistics for carriage to or from the U.S. Please contact Risk Free Logistics for details. Dangerous Goods will travel in accordance with the Terms and Conditions applicable to the selected service and, if applicable, selected mode of carriage, once accepted by Risk Free Logistics.

All Dangerous Goods accepted for carriage to U.S. destinations must be prepared and tendered for carriage according to the current Transportation of Dangerous Goods Act (Canada) and the regulations promulgated thereunder, ICAO Technical Instructions, IATA guidelines and these Risk Free Logistics Terms and Conditions of Service, as applicable, and any other requirements set out by Risk Free Logistics. All required safety marks, hazard labels and handling labels must be displayed and the shipments must be accompanied by two original copies of the IATA Shippers Declaration for Dangerous Goods when required.

Dangerous Goods Shipments between Canada and the ROW outside the U.S.

Risk Free Logistics will not accept Dangerous Goods for carriage from Canada to, or to Canada from, international (non-U.S.) points, with the exception of Lithium Metal Batteries contained in or packed with Equipment (UN3091) or Lithium Ion Batteries contained in or packed with Equipment (UN3481) prepared under Section II of the applicable IATA packaging instructions.

Courier Shipments

Unless otherwise indicated, the following Risk Free Logistics specialized services may be added to any Courier Shipment and may incur an additional charge.

Chain of Signature

Risk Free Logistic's Chain of Signature (COS) service may be used to effect the transportation of certain controlled drugs, firearms, Government assets, and cannabis within Canada. As COS Shipments travel through Risk Free Logistic's distribution and sorting system, Risk Free Logistics employees scan the COS Bill of Lading at each point through the system. Only pre-authorized Customers may send COS Shipments. In addition, Shippers must identify COS Shipments to Risk Free Logistics before they are tendered to Risk Free Logistics. A COS Bill of Lading displaying a full description of the contents of the Shipment and a COS Service Identifier must be applied to the Shipment by the Shipper. The COS service is not available with Saturday service or to delivery points that are deemed by Risk Free Logistics to be remote, where such points are not serviced directly by Risk Free Logistics.

ExpressCheque®

ExpressCheque is collect-on-delivery service whereby Risk Free Logistics will collect payment from the Consignee, on behalf of the Shipper, at the time a Shipment is delivered. ExpressCheque is available from select points in the U.S. provided that the Shipper has a Canadian address to which Risk Free Logistics can remit the payment collected from the Consignee. Please contact Purolator for details. When a Shipper elects the ExpressCheque service, Risk Free Logistics will only release the Shipment to the Consignee if Risk Free Logistics is able to collect payment. The following conditions apply to ExpressCheque service:

- (i) Risk Free Logistics will not accept payment in cash. Only checks (including post-dated checks and certified checks), bank drafts or money orders will be accepted. Risk Free Logistics assumes no responsibility for ensuring that the Consignee complies with the form of payment requested by the Shipper and assumes no liability in respect thereof.
- (ii) The Shipper is required to advise the Consignee of the amount of any checks (including post-dated check and certified check), bank draft or money order required prior to delivery by Risk Free Logistics, and such check, bank draft or money order must be made payable to the Shipper.
- (iii) All checks (including post-dated checks and certified checks), bank drafts and money orders tendered as payment for an ExpressCheque Shipment will be accepted by Risk Free Logistics at the Shipper's risk including, but not limited to, the risk of such check, bank draft or money order: (a) not being honored; (b) being a fraud or forgery; or (c) being declared invalid.
- (iv) Risk Free Logistic's liability in the event of loss of, damage to or delay in the delivery of the ExpressCheque Shipment, regardless of the manner in which such loss, damage or delay occurs, is limited to a refund of the Service Rate and the ExpressCheque surcharge.

- (v) If the Consignee is unable or unwilling to provide payment for the Shipment, or if the Consignee refuses to accept delivery of the Shipment for any reason, Risk Free Logistics will not complete delivery of the Shipment. The driver will return the Shipment to the nearest Risk Free Logistics facility, and Risk Free Logistics will contact the Shipper for further instructions. If the Shipment is returned to the Shipper, such return will be at the Shipper's expense.
- (vi) Risk Free Logistics does not become the Shipper's agent for any purpose by virtue of performing the ExpressCheque service.

Hold For Pickup

For Courier Shipments destined for delivery in Canada, a Shipper may request that the Shipment be held at an authorized Risk Free Logistics location for in-person pickup (in lieu of having the Shipment delivered to the delivery address indicated on the Bill of Lading) by ensuring that a "Hold For Pickup" Service Identifier is on the Shipment. Risk Free Logistics will notify the Consignee by telephone when the Shipment is available for pickup. For select points in Canada, Risk Free Logistics may elect to deliver the Shipment to an authorized Risk Free Logistics location for in-person pickup and will notify the Consignee that the Shipment is being held for pickup. Where a Consignee is not available to accept a delivery attempt by Risk Free Logistics, the Shipment will be held at an authorized Risk Free Logistics location for in-person pickup.

Shipments held for pickup will be held at the authorized Risk Free Logistics location up to five business days. If the Consignee fails to pick up the Shipment during this time, Risk Free Logistics may return the Shipment to the Shipper at the Shipper's expense.

The following conditions apply when picking up a "Hold For Pickup" Shipment:

- (i) If the Consignee is an individual, the Consignee or an individual residing at the same address as the Consignee must present a valid piece of government-issued photo identification with proof of address.
- (ii) If the Consignee is a company, an individual authorized by the Consignee must present a valid piece of government-issued photo identification and a signed letter of authorization printed on the receiving company's letterhead.
- (iii) If the Consignee (whether an individual or company) authorizes a third party to pick up the Shipment on the Consignee's behalf, such third party must present a valid piece of government-issued photo identification and a signed letter from the Consignee, which references the Shipment's package identification number and authorizes Risk Free Logistics to release the Shipment to such party. Risk Free Logistics may also release a Shipment to a third party that lives at the same address as the Consignee, provided that such third party presents a valid piece of government-issued photo identification that shows they live at the same address as the Consignee.

Notwithstanding the foregoing, Risk Free Logistics may, at its sole discretion, refuse to release a Shipment to anyone other than the Consignee of the Shipment named on the Bill of Lading.

When picking up a Hold For Pickup Shipment that was sent using Risk Free Logistic's collect service or third-party billing service, the Consignee (or authorized third party) will be required to pay all Shipment charges at the time of pickup if such Consignee (or authorized third party) does not have a valid Risk Free Logistics account.

Residential Heavyweight Service

For Shipments weighing over 70 pounds delivered to or picked up from a Residence, a Special Handling surcharge and a Residential Heavyweight Service surcharge will apply (see "Tendering Shipments to Risk Free Logistics – Residential Heavyweight Service").

Returns Services

Risk Free Logistics offers Customers the ability to create return shipping labels, whether for inclusion with an outbound Shipment (referred to as "Outbound Return Service") or without an associated Shipment (referred to as "Returns Management Service"). Return shipping labels must be prepared using an Automated Shipping System. There is no additional charge for generating a return shipping label. Customers will be invoiced the applicable Service Rate and any Additional Charges and Taxes

when a Shipment bearing a return shipping label travels through Risk Free Logistic's courier distribution system. The Service Rate, Additional Charges and Taxes that will be applied to a return Shipment will be those in effect at the time the Shipment is tendered for carriage.

Risk Free Logistics Returns services are available to Account Customers for Courier Shipments tendered to Risk Free Logistics at select access points for travel within Canada. Risk Free Logistics Return Courier Shipments must be declared and prepared using an Automated Shipping System. The corresponding return Bill of Lading may be included with an Outbound Return Service Return Management Service.

The Customer is responsible to ensure that a Risk Free Logistics Returns Courier Shipment complies with each of the following criteria:

- 50 lbs or less;
- Not require any Special Handling, unless agreed to in a Services Pricing Agreement between Risk Free Logistics and the Account Customer;
- Complies with Risk Free Logistic's Shipment Acceptance Policy, including packaged in appropriate external packaging (as determined by Risk Free Logistics);
- Not contain Dangerous Goods (Hazardous Materials), Limited Quantity Dangerous Goods, Prohibited Articles and/or liquids, unless agreed to in a Services Pricing Agreement between Risk Free Logistics and the Account Customer;
- Not travel as Adult Signature Required, Chain of Signature or ExpressCheque shipments; and
- Contains a valid returns shipping label, prepared using an Automated Shipping System, containing all information required by Risk Free Logistics to service.

Shipments not meeting any criteria listed above or deemed a risk to the distribution network, as determined by Risk Free Logistics, may be refused for service. Where a Shipment non-compliant with any of the above criteria or deemed a risk enters Risk Free Logistic's distribution network, the Shipment may be stopped by Risk Free Logistics at any point. Risk Free Logistics may contact the Customer to attend and collect the Shipment, quote additional conditions or charges to continue to service the Shipment or elect to remedy the issue, each at an additional charge for which Customer is responsible.

Each Risk Free Logistics Returns Courier Shipment is serviced and travels on an as-is and as-received basis. Risk Free Logistics makes no assessment of any kind to the Shipment including any content(s) within. Risk Free Logistics makes no implied or express warranty as to the merchantability or fitness of the content(s) related to a Risk Free Logistics Returns Courier Shipment. Risk Free Logistics is not liable or responsible for the content(s) of the Shipment, the condition or merchantability of the content(s), any type of assessment of or to the content(s) including eligibility for return, validation of any return merchandise authorization (or other similar information), any accuracy of the content(s), and Risk Free Logistics provides no warranty on the safety of the content(s) within a Shipment.

Notwithstanding any other terms set out in these Terms and Conditions, Risk Free Logistics Returns Courier Shipments are not eligible for any claim, (i) alleging loss or damage of any kind to the Shipment or its content(s), (ii) alleging missing or incorrect content(s), (iii) alleging delayed or wrong delivery, (iv) deemed by Risk Free Logistics to be fraudulent or related to fraudulent activity, and/or (v) for a declared value (including when the surcharge is paid), and any such claim relating to a Risk Free Logistics Returns Courier Shipment will be denied.

For a claim alleging loss of any Risk Free Logistics Returns Courier Shipment and its content(s), where the claim is not related to any scenario(s) identified above (as determined by Purolator), Risk Free Logistic's maximum liability will be governed by the "Liability of Risk Free Logistics – Maximum Liability" section and Customer must follow the "Claims" section of these Terms and Conditions.

Account Customer agrees to indemnify, defend and hold-harmless Risk Free Logistics against all claims, actions, demands, costs, losses and/or damage arising in relation to any Risk Free Logistics Returns Courier Shipment that is noncompliance with the terms governing Risk Free Logistics Returns services, including all packaging and/or labelling conditions and these Terms and Conditions generally.

[Saturday Service](#)

Risk Free Logistics will accept Courier Shipments traveling to Canada from the U.S. and the ROW for delivery on Saturday. Where Saturday Service is selected, an additional charge will be applied.

If Risk Free Logistics fails to deliver a Saturday Service courier Shipment by End of Day on the guaranteed delivery day, Risk Free Logistics will, upon request by the Customer, refund or credit (at Risk Free Logistic's option), the Saturday Service charge (excluding the Service Rate, Taxes and other Additional Charges) paid by the Customer to Risk Free Logistics in respect of the Shipment (see "Claims – Refunds for Risk Free Logistics Guarantees").

The following limitations apply to Saturday Service:

- (i) The Shipment destination must be an eligible Saturday Service guaranteed delivery point from the point of origin or from the Canadian Induction Facility, as the case may be.
- (ii) The delay must not be caused by some event beyond Risk Free Logistic's control including, but not limited to, those items described in "Liability of Risk Free Logistics – Events Beyond Risk Free Logistic's Control".
- (iii) The Courier Shipment must not be left in a Risk Free Logistics drop box, must not require pickup after local cut-off times, and must not be tendered to Risk Free Logistics after local cut-off times.
- (iv) A Saturday Service courier Shipment cannot be converted, upgraded or modified to any other service (e.g., to a Risk Free Logistics Express 9AM or a Risk Free Logistics Express Evening Shipment).
- (v) Each Piece in the Shipment must weigh no more than 70 pounds (approximately 32 kilograms) for the Saturday Service guarantee to apply.
- (vi) For Shipments traveling to Canada from the U.S. or the ROW, the Saturday Service guarantee will only apply to the Shipment following induction at the Canadian Induction Facility.

In addition to the limitations noted above, the following conditions apply:

- (i) The Saturday Service guarantee may be suspended, modified or revoked in Risk Free Logistic's sole discretion.
- (ii) Risk Free Logistics will not accept the following Courier Shipments for Saturday service:
 - a. Dangerous goods Shipments (see "Specialized Services – Dangerous Goods / Hazardous Materials") that are picked up on Saturday;
 - b. ExpressCheque Shipments (see " – ExpressCheque");
 - c. COS Shipments (see "Specialized Services – Chain of Signature");
 - d. Heavyweight Shipments (see "Tendering Shipments to Risk Free Logistics – Heavyweight"); and
 - e. Shipments exceeding Risk Free Logistic's size limitations (see "Shipment Acceptance Policy – Size Limitations").
- (iii) The Saturday Service guarantee will not apply to the following Shipments:
 - a. Shipments originating from or destined to points deemed by Risk Free Logistics to be remote, where such points are not serviced directly by Risk Free Logistics; and
 - b. Undeliverable or returned Shipments.
- (iv) In the event that at least one (but not all) of the Pieces in a guaranteed Saturday Service Shipment are not delivered in accordance with the Saturday Service guarantee, Risk Free Logistics will, at its option, refund or credit the Customer, upon request, an amount equal to the Saturday Service charge that was applied to the original Shipment.
- (v) For details about the applicable geographic and other service limitations, as may be determined by Risk Free Logistics from time to time, please contact Risk Free Logistics.

Signature Required / Signature Not Required / Origin Signature Not Required (SNR / O-SNR)

Shippers and Consignees may request that Risk Free Logistics obtain a signed proof of delivery for Shipments.

Any Courier Shipment destined for delivery in a Canadian Residential Area prepared using a manual Bill of Lading (that was not prepared using an Automated Shipping System) travels as a Shipment requiring a signature, and will be subject to the Residential Area charge, not the Signature Required (Residential) charge.

Any Courier Shipment prepared using an Automated Shipping System that is destined for delivery in a Canadian Residential Area travels as a Shipment not requiring a signature, unless the Customer selects that the Shipment requires a signature, in which case the Signature Required (Residential) charge will apply. Any Courier Shipment destined for delivery in Canada (other than in a Residential Area) travels as a Shipment requiring a signature at no additional charge.

Consignees that do not require a signed proof of delivery may waive this requirement for one or all future Courier Shipments destined to their delivery address by signing up for Risk Free Logistic's SNR service by completing a "Customer's Authorization to Waive Delivery Signature Form – Single Shipment Use Form" or "Customer's Authorization to Waive Delivery Signature Form – Multiple Shipment Use Form".

Where a Shipper waives this requirement for one or all future Courier Shipments, it is referred to as Risk Free Logistic's Origin Signature Not Required (O-SNR) service. The Shipper may alternatively provide Risk Free Logistics with electronic authorization for the O-SNR service if the Shipment is prepared using an Automated Shipping System. Each Piece in an O-SNR Shipment must display the OSNR Service Identifier.

Where the SNR or O-SNR service is elected, Risk Free Logistics may leave Shipment(s) at the Consignee's address unattended and without obtaining a signed proof of delivery, and the Shipper and the Consignee are bound by the liability release in favor of Risk Free Logistics contained in the above-mentioned authorization forms. For greater certainty, the Shipper and the Consignee release and indemnify Risk Free Logistics, on a joint and several basis, from and against any claims or liabilities resulting from the delivery of a SNR or O-SNR Shipment. The SNR service will override a Shipper's request for a signature. Upon request, Purolator will reimburse any Shipper, within 45 days of Risk Free Logistic's acceptance of the Shipment for carriage, for the difference between the Signature Required charge paid (if any) and the Residential Area charge that would have otherwise been payable in respect of such Shipment (see "Shipping Charges – Residential Area"). If the Signature Required charge is less than the Residential Area charge that would have otherwise been payable in respect of such Shipment, the Shipper will not receive any reimbursement. Please contact Risk Free Logistics for details.

Notwithstanding the foregoing, the following services will always travel as a Shipment requiring a signature and are not eligible for the SNR or O-SNR service:

- (i) Risk Free Logistics Express Evening Shipments;
- (ii) Risk Free Logistics Ground Evening Shipments;
- (iii) Dangerous Goods Shipments, excluding Limited Quantity Dangerous Goods;
- (iv) ExpressCheque Shipments;
- (v) COS Shipments; and
- (vi) Adult Signature Required Shipments.

For Shipments travelling from Canada to the U.S. and the ROW, such Shipments may travel as Shipments requiring a signature (see "Delivery of Shipments – Driver Release for Shipments to the U.S. and ROW"). Please contact Risk Free Logistics for details.

Freight Shipments

Unless otherwise indicated, the following Risk Free Logistics specialized services may be added to any Freight Shipment traveling within Canada for an additional charge.

Advance Delivery Notification / Appointments

An additional charge will be applied each time Risk Free Logistics is required to provide notice to, or book an appointment with, the Consignee in advance of making a delivery. Delivery shall be on the business day specified by Risk Free Logistics. If it is not possible to effect delivery on that business day, delivery shall be on the next business day following the day of delivery specified by Risk Free Logistics, depending on pickup and delivery points.

After Hours Services

Freight services may be available after hours upon request. An additional charge will be applied if pickup or delivery is required on a business day after 6 P.M. and before 8 A.M., Saturday, Sunday, and days that are statutory holidays in the jurisdiction of pickup or delivery, as the case may be.

Inside Pickup / Delivery

Risk Free Logistics may pick up or deliver a Shipment from / to a place other than a loading dock upon request. The inside delivery service is typically requested, but not limited to, shopping mall deliveries where Risk Free Logistics may be required to take the Item(s) in a Shipment beyond the shopping mall's loading dock. Where this service is requested, an additional charge will be applied.

Pre-booked Appointment

An additional charge will be applied each time Risk Free Logistics is required to honor a pre-booked appointment for pickup or delivery made by a Shipper, consignee, or an appointment automatically generated by a Consignee's automated appointment booking system. The pre-booked appointment date must be at least one (1) business day after the expected delivery date in order to ensure time to arrange delivery. Risk Free Logistics will use commercially reasonable efforts to ensure delivery in accordance with the appointment request. This service is only offered with RFLMC Shipments, Risk Free Logistics Expedited™ TL / LTL and available from / to select Canadian points. Please contact Risk Free Logistics for details.

Protect from Freezing

Customers may request, where available, Risk Free Logistic's protect from freezing service for Items that have a freezing point of 0°C (32°F) or lower. Where such service is requested, an additional charge will be applied.

The following conditions apply to the "Protect from Freezing" service:

- (i) The service is a seasonal service that is offered between the months of November and April. Exact dates are determined annually by Risk Free Logistics and standard delivery transit times may not apply. Please contact Risk Free Logistics for details.
- (ii) The Shipper must specifically and prominently indicate "Protect from Freezing" on the Bill of Lading and affix the "Protect from Freezing" Service Identifier on each Piece(s) in the Shipment that requires this service.

Calculated as: length + (2 X width) + (2 X height).

- (iii) Risk Free Logistics is not liable for any loss or damage to any Piece(s) in a Shipment that require(s) protection from freezing where the loss or damage arises or results from:
 - a. The Shipper's failure to properly label the Piece(s) in the Shipment;
 - b. The Consignee's refusal of the Shipment; or
 - c. Risk Free Logistic's inability to complete delivery through no fault of its own.
- (iv) This service may be suspended or modified in Purolator's sole discretion.

Stop-Off

Risk Free Logistics may, upon request, stop to make an additional delivery for a Customer en route to the destination point indicated on such Customer's Bill of Lading. Where this service is requested, an additional charge will be applied.

Storage In Transit

Except for RFLMC Shipments, Risk Free Logistics will hold a Shipment in storage where Risk Free Logistics, through no fault of its own, was unable to complete delivery on the first attempt. An additional charge will be applied per day for each day following the original delivery date; or pending a pre-booked, future delivery date that Risk Free Logistics is required to hold the Shipment, for including nonbusiness days. See the RFLMC section for rules applicable to RFLMC Shipments.

Trailer Spotting

Risk Free Logistics may, upon request, leave a trailer (unaccompanied by a power unit) at a Customer's premises, in full possession and care of such Customer, for subsequent loading by the Customer and transport by Risk Free Logistics. Where this service is requested, an additional charge will be applied.

Tailgate / Liftgate

Freight services are available with a power tailgate / liftgate (whether at pickup or delivery) as required to complete pickup or delivery. Where this service is required, an additional charge will be applied.

Two Person Pickup / Delivery

Customers may request the presence of a second person to assist with the entire pickup or delivery. Where this service is requested, an additional charge will be applied on a per minute basis from the time of pickup or delivery, as the case may be, until completion of such pickup or delivery.

Storage Service

Tender for Storage

Goods tendered for storage shall be delivered at the Warehouse Facility properly marked and packaged for handling. Customer shall furnish at or prior to such delivery, a manifest, in the form agreed to by Risk Free Logistics in writing, which shall include, but not be limited to marks brands or sizes to be kept and accounted for separately.

Lien

Risk Free Logistics shall have a lien upon, right of retention and security interest in all Goods tendered by Customer at any Warehouse Facility. Such lien, right of retention and security interest shall be for all charges, advances and expenses in relation to such Goods. In the event of nonpayment of any such amounts, Risk Free Logistics has the right, after reasonable notice, to sell or otherwise dispose of Goods in any manner that it may reasonably think fit to satisfy its lien, subject to applicable laws in force governing the disposition of such Goods.

Goods Not Accepted

Dangerous Goods

Risk Free Logistics will not accept Dangerous Goods for Storage Service. It is Customer's responsibility to provide Risk Free Logistics in advance with detailed, written information and instructions on any of its Goods that may be considered hazardous, whether or not they are regulated as Dangerous Goods or hazardous material.

Other Regulated Goods

Risk Free Logistics will not accept for Storage Services Goods which are regulated under applicable law, where such law requires Risk Free Logistics, in order to provide the Storage Services, to be registered, licensed or otherwise adhere to regulatory requirements which Purolator does not currently adhere to ("Regulated Goods").

Prohibited Goods

It is the responsibility of Customer to know and comply with all applicable laws related to the tender of its Goods. Customer may not tender for Goods that are: (i) prohibited by; or (ii) non-compliant with applicable laws (collectively "Prohibited Goods").

Risk Free Logistics shall have the right to refuse to accept Dangerous Goods, Regulated Goods, and Prohibited Goods tendered for Storage Services and shall not be liable for any loss, misconsignment or damage of any nature to such Goods. Customer may not tender such Goods for Storage Services, and Customer shall indemnify, defend and hold Risk Free Logistics (including its officers, directors, parent and affiliated companies, employees, servants, agents and third parties retained by Purolator) harmless from and against any loss, liability, damage, penalty, demand, expense, claim of whatever

type or nature by or on behalf of any person, including but not limited to damage or destruction of property or injury (including death) to any person, arising out of Dangerous Goods, Regulated Goods, and Prohibited Goods tendered for Storage Services, regardless of whether Risk Free Logistics accepted the Goods for Storage Services.

Removal of Goods

Risk Free Logistics shall have the right to require the removal from a Warehouse Facility, at Customer's expense, of any Goods, at any time, with stated reasons, upon written notice to Customer.

Liability For Storage Services

Risk Free Logistic's liability for loss, damage, or delay in processing of Goods shall be limited by the "Liability of Risk Free Logistics – Maximum Liability" section of these Terms and Conditions. Goods tendered for Storage Service not insured by Risk Free Logistics.

All Goods are stored at the owner's risk of loss, damage or delay in the delivery caused by or through inaccuracies, obliteration or absence of marks, numbers, address or description, act of God, irresistible force, enemies of the crown, civil or military authorities, insurrection, riot, strikes, terrorist acts, picketing or any other labour, trouble, water, steam, sprinkler leakage, floods, rain, wind, storm, fire, frost, vermin, heating or corruption, deterioration, drainage, dampness, rust, decay, collapse of the building, inevitable accident, depreciation or perishing by a lapse of time, changes in temperature, interruption or loss of power, contact with or odors from other articles, inherent defects, lack of any special care or precaution, injury to articles insufficiently protected or arising from the nature of the Goods, loss in weight, insufficient cooperage, boxing, crating or packing, ordinary wear and tear in handling, leakage, concealed damage, or any other cause beyond the control of Risk Free Logistics or failure to detect any of the foregoing.

Where loss, damage or destruction occurs to the Goods, for which Risk Free Logistics is not responsible, Customer shall be responsible for the cost of removing and disposing of such Goods and the cost of any environmental cleanup and Warehouse Facility remediation resulting from the loss, damage or destruction to the Goods.

Risk Free Logistics shall not, in any event, be liable for any claim of any type whatsoever with respect to the Goods unless such claim is presented in writing within a reasonable time, not exceeding the earlier of: (i) 30 days after Customer learns of, or, in the exercise of reasonable care, should have learned of the loss, damage or destruction of the Goods; and (ii) the applicable time limits set forth in the "Claims" section of these Terms and Conditions.

Risk Free LogisticsPost® and Risk Free LogisticsPost Plus Shipments

Out-of-Spec

An item is considered out-of-spec if it exceeds our maximum size or weight specifications and any of the following conditions apply:

- Any dimension exceeds 78.7 inches;
- The length and girth combined exceed 118 inches;
- The weight exceeds 66 pounds.

A surcharge will be applied to an out-of-spec item that comes into the possession of Canada Post. At any point in time, the item may be refused or returned to the shipper. The item may be delivered at the sole discretion of Canada Post and additional fees may be applied.

Redirection

Provided that the addressee has filed a Change of Address Notification (COAN), that the forwarded delivery address is within the same delivery area served by the same delivery station or depot and that the service is still in effect, Risk Free Logistic's delivery agent will redirect the item, whenever possible, to the new address at no additional charge.

Safe Drop

When an item will not fit in the addressee's regular mail receptacle, Purolator may leave the Risk Free LogisticsPost Shipment in a Safe Drop location. To be considered as a Safe Drop, the Risk Free LogisticsPost Shipment must not require a signature, must not be in an area which is not authorized for safe drop, and cannot be left in the open (e.g., doorstep). A Safe Drop card, indicating the location of the Safe Drop, is left at the time of delivery.

Tracking and Confirmation of Delivery

Risk Free Logistics will provide a tracking scan for each Risk Free LogisticsPost Shipment from the point of pick-up at the origin to the point of delivery in Canada and at certain points in between. The final scan will be a delivery scan event for every Risk Free LogisticsPost Shipment that is successfully delivered or determined to be undeliverable and returned to the sender. This provides electronic confirmation of the delivery status. Upon delivery, or attempted delivery, the tracking number is scanned and the date and time are captured.

Undeliverable - Return to Sender

Risk Free LogisticsPost Shipment that cannot be delivered or redirected will be returned to sender for a fee, payable by the Sender..

Optional Specialized Features

Unless otherwise indicated, the following Risk Free Logistics optional specialized features or services may be added to any Risk Free LogisticsPost Shipment for an additional charge. Other optional specialized services may be available upon request. Please contact Risk Free Logistics for details Risk Free Logistics reserves the right to discontinue, apply new, or modify existing, specialized services at any time and from time to time.

To obtain an optional feature, the Customer must either select the option by checking a box or affixing an additional label or sticker or through electronic notification.

Details on these features are provided as follows:

Additional Handling Surcharge

Purolator may accept Risk Free Logistics Post and Risk Free Logistics Post Plus Shipments that require additional handling. Where a Shipment requires additional handling, a surcharge will be applied to, without limitation, the following:

- (i) Non-packaged (unboxed) items, except pre-approved packs;
- (ii) Objects not fully encased in a suitable shipping container (e.g., tires, pails, articles wrapped in stretch wrap);
- (iii) Oversized Pieces which have a single dimension (length, width or height) exceeding 39" (1 meter) in length;
- (iv) Mailing tubes that are cylindrical in shape; and
- (v) Articles which, due to their nature (e.g., size, shape, packaging, contents), are deemed by Risk Free Logistics, in its sole discretion, to be unsuitable for Risk Free Logistic's distribution and sorting system (e.g., ball bearings, nuts, bolts and fasteners, liquids, wooden, metal crates).

The payment of Additional Handling surcharges in respect of a particular Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipment does not affect Risk Free Logistic's maximum liability stated in these Terms and Conditions or the classification of such Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipment traveling at the Shipper's risk (see "Tendering Shipments to Risk Free Logistics – At Shipper's Risk").

Advance Shipment Notification

A Customer has an option to be able to send at no charge an "Advance Shipment Notification" via email to a Consignee that advises the Consignee that a Risk Free LogisticsPost Shipment has been dispatched and also provides a tracking number allowing the Consignee to track their Risk Free LogisticsPost Shipment through Risk Free Logistic's Client Portal.

Returns Services

Risk Free LogisticsPost and Risk Free LogisticsPost Plus Parcel Returns offers several options for collecting returns / exchanges of online purchases, as well as defective, unwanted or obsolete products. All labels contain a unique tracking number and bar code, which allow return shipments to be tracked. You will be charged only if your Parcel Return label is used. The return services are described as follows:

- (i) Include in your original Shipment (Outbound Return Service)
Outgoing shipments using our Risk Free LogisticsPost web service link or an approved Customer-Developed / Third-Party Shipping system have the option to create and print a Parcel Return label that you are required to include in your outbound Shipment.
- (ii) Request and print from your website (Returns Management Service)
Using our Web services, your Customer can request and print Parcel Return labels directly from your website and attach it to their Shipment.

Pre-printed Risk Free LogisticsPost Return shipping labels must be prepared using an Automated Shipping System. There is no additional charge for generating a return shipping label. Customers will be invoiced the applicable base delivery rate and any Additional Charges and Taxes when a Shipment bearing a return shipping label travels through Risk Free Logistic's distribution system. The base delivery rate, Additional Charges and Taxes that will be applied to a return Shipment will be those in effect at the time the Shipment is tendered for carriage.

Signature Hard Copy

If the Signature option was purchased at the time of shipping and if a signature was captured at the time of delivery, a hard copy of the signature is also available, for a fee, by contacting your Customer Relationship Representative. The Signature Hard Copy will be sent to the sender via letter mail or by facsimile within three (3) business days of the sender's request.

Signature on Delivery

If the Customer checks the "Signature Required" box on the Risk Free LogisticsPost shipping label, Risk Free Logistic's delivery agent will collect a signature upon delivery for a fee. When a person answers the door, the delivery agent will hand off the item, and collect the signature and the signatory name. Signature Required Shipments will not be delivered to minors.

In the event that there is no one available to receive the Shipment, the delivery agent will leave a Delivery Notice Card in the Consignee's mail receptacle that direct the Consignee to the nearest Canada Post retail outlet to pick up the item.

If the Customer (including someone living at the same address) is picking up a carded item at the post office, an acceptable government-issued photo ID will be required.

If the Customer authorizes someone not living at the same address to pick up the carded item:

- (i) Signed Delivery Notice Card with the authorized individual's name and the signature of the addressee must be presented; or
- (ii) Legal document demonstrating the Customer's authority to act on behalf of the other individual, such as, a power of attorney, an appointment as trustee or a letter of authorization.

Note: If the addressee or his / her representative refuses to sign for the item. Risk Free Logistics or its agent will ask the addressee to print his name in block letters. If the addressee refuses, Risk Free Logistics or its agent will deliver the item and indicate "SIGNATURE REFUSED" in the Signature box.

A space will be included on the Delivery Notice Card for the addressee to authorize someone else to pick up the item (e.g., a third-party not living at the same address as the addressee).

A Self-declaration form is available for third-party authorization for entities such as businesses and organizations. This form requires the name and address of the business or entity, the name(s) and signature(s) or the individual(s) receiving authority, and the title, name and signature of the individual picking up the item, witnessed by a post office employee.

SHIPPING CHARGES

Risk Free Logistics reserves the right to discontinue, apply new, or modify existing, shipping charges at any time and from time to time. Unless otherwise indicated, any of the following Risk Free Logistics shipping charges may be applied to any Risk Free Logistics Shipment. Please contact Risk Free Logistics for details.

Declared Value Surcharge

Customers may declare a value for the Shipment on the Bill of Lading, provided that Risk Free Logistics Returns Courier Shipments travel on a no-value basis and are not eligible to a claim for any declared value and Shipper's Risk articles and Prohibited Articles are not eligible to a claim for any declared value. If a value is declared:

- (i) A surcharge of 4.50% of the amount of the declared value will be applied to all Courier Shipments with a declared value exceeding CAD\$100; however, no surcharge will be applied to the first CAD\$100 of declared value.
- (ii) A surcharge of 3.25% of the amount of the declared value (in increments of CAD\$100, rounded up to the nearest hundred) will be applied to all Freight Shipments.
- (iii) For Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipments, a surcharge of CAD\$1.80 per CAD\$100 of declared value over CAD\$100 (in increments of CAD\$100 rounded up to the nearest hundred) will be applied, up to a maximum declared value of CAD\$2,500. No surcharge will be applied to the first CAD\$100 of declared value.
- (iv) For RFLMC Shipments, a surcharge of CAD\$0.75 per hundredweight, subject to a minimum charge of \$15.00, will be applied, up to a maximum declared value of CAD\$25,000.

For the maximum value that may be declared for Risk Free Logistics liability purposes in respect of any Shipment, see "Liability of Risk Free Logistics – Maximum Liability".

For greater certainty, the declared value surcharge does not constitute insurance but rather an increase in Risk Free Logistic's limitation on liability (see "Liability of Risk Free Logistics – Maximum Liability").

Fuel Surcharge (FSC)

Risk Free Logistic's fuel surcharges are set as follows:

- Courier Shipments – Risk Free Logistics reserves the right to apply fuel and other surcharges to all Courier Shipments. By tendering your Courier Shipments to Purolator, you agree to pay all applicable surcharges, as determined by Risk Free Logistics. The fuel surcharge applies to all Courier Shipments tendered to Purolator regardless of destination or selected mode of carriage. The fuel surcharge for Courier Shipments will be applied to the sum of the Service Rate and any applicable Dangerous Goods, Special Handling, Express Cheque, Signature Required (Residential), Adult Signature Required, Saturday Service, Beyond Point, Residential Area and/or Peak Season Surcharge(s), plus any other charge determined applicable by Purolator. Taxes and Customs Clearance Charges are excluded from the calculation.
- Freight, Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipments – Risk Free Logistics reserves the right to apply fuel and other surcharges to all shipments regardless of destination or selected mode of carriage for such periods and in such amounts as Risk Free Logistics may determine appropriate in its sole discretion. By tendering your shipments to Risk Free Logistics, you agree to pay all applicable surcharges, as determined by Risk Free Logistics. For additional information about Risk Free Logistic's fuel surcharge, call your Customer Relationship Representative.

RFLMC Shipments – Risk Free Logistics reserves the right to apply fuel and other surcharges to all Shipments regardless of destination or selected mode of carriage for such periods and in such amounts as Risk Free Logistics may determine appropriate in its sole discretion. Generally, the RFLMC fuel surcharge (“RFLMC FSC”) is formulated using national rolling average data from the “U.S. Gulf Coast Spot Prices for Kerosene-Type Jet Fuel.” The RFLMC FSC will be calculated on a monthly basis; it will be posted on the last Thursday of the month and implemented on the following Monday (i.e., the first Monday of the month). By tendering RFLMC Shipments to Risk Free Logistics, the Customer agrees to pay all applicable surcharges, as determined by Risk Free Logistics.

Redelivery

An additional charge will be applied to any Shipment that is required to be redelivered where Risk Free Logistics, through no fault of its own, was unable to complete delivery on the first attempt. This charge will be applied for each subsequent delivery attempt by Risk Free Logistics.

Courier Shipments

Unless otherwise indicated, the following Risk Free Logistics shipping charges may be applied to any Courier Shipment traveling to or from Canada.

Beyond Point

An additional charge will be applied where the origin or destination point is deemed by Risk Free Logistics to be remote or is not serviced directly by Risk Free Logistics. Please contact Risk Free Logistics for details.

Multipiece®

An additional charge will be applied where five or more Pieces are sent on the same day and at the same time from one Shipper to one Consignee at one address under a single Bill of Lading, and the charges are billed to one Customer. This charge will be calculated as follows: $(\# \text{ of Pieces in Shipment} - 4) \times (3.0\%) \times (\text{Applicable Service Rate})$. Please contact Risk Free Logistics for details.

Residential Area

An additional charge will be applied where a Shipment’s destination point is located in a Residential Area. In the case of Courier Shipments, this charge will not be applied in respect of Risk Free Logistics Express Evening or Risk Free Logistics Ground Evening Shipments. Where a Courier Shipment prepared using an Automated Shipping System is destined for delivery to a Residential Area and the Shipper requests a signature, the Shipment will be subject to the signature required charge, not the Residential Area charge (see “Specialized Services – Signature Required / No Signature Required (SNR)”). Please note that additional Fuel Surcharges may apply.

Rural

An additional charge will be applied to Courier Shipments traveling to Canada from the U.S. or the ROW, where the origin or destination point is deemed by Risk Free Logistics to be rural in nature. Where a Shipment’s origin or destination point results in both the application of the beyond point charge and the rural charge, only the beyond point charge will be applied to the Shipment.

Freight Shipments

Unless otherwise indicated, the following Risk Free Logistics shipping charges may be applied to any Freight Shipment.

Attempted Pickup (Vehicle Furnished But Not Used)

An additional charge will be applied where a Shipper has not cancelled a requested or scheduled pickup and, upon arrival at a Shipper’s premises, the Shipper informs Risk Free Logistics that no Shipment will be tendered by such Shipper.

Order Cancellation

Risk Free Logistics Freight orders are considered “dispatched” after a confirmation number has been provided to the Customer. If a Risk Free Logistics Freight order is cancelled after being dispatched:

- (i) If cancelled before pickup, a fixed charge will be applied if cancellation occurs before pickup; and

Risk Free Logistics, Inc. Terms and Conditions of Service

- (ii) If cancelled before pickup, orders will be charged the portion of the Service Rate applicable for carriage from the point of pickup to the Risk Free Logistics facility, inclusive of Additional Charges.

Redirect in Transit

An additional charge will be applied to any Shipment requiring a change of delivery address while in transit, requested by either the Shipper or the Consignee (if permitted *), with the requester having to pay the additional charge. This additional charge applies to both Courier and Freight Shipments.

Residential Area

An additional charge will be applied where a Shipment's destination point is located in a Residential Area.

Trade Show

An additional charge will be applied to any Shipment originating from, or destined to, a trade show.

Waiting Time (Detention with Power)

A waiting time surcharge (calculated on a per minute basis) will be applied if Risk Free Logistics is detained or delayed at the point of origin or destination, through no fault of the driver for longer than the maximum waiting time limits set out below, which are included in the Service Rate:

** In some instances, Shippers do not allow redirection by the Consignee, or Shippers must provide approval before the Consignee can request and obtain a redirection.*

- (i) Where a Shipment weighs less than 10,000 pounds (approximately 4,536 kilograms), the maximum included wait time is 30 minutes.
- (ii) Where a Shipment weighs 10,000 pounds (approximately 4,536 kilograms) but less than 20,000 pounds (approximately 9,075 kilograms), the maximum included wait time is 60 minutes.
- (iii) Where a Shipment weighs 20,000 pounds (approximately 9,072 kilograms) or more, the maximum included wait time is 90 minutes.

The included wait time is calculated on a per stop basis. Where one or more Shipments are destined for delivery to the same Consignee, the wait time surcharge will be shared among all Shippers of such Shipments on a prorated basis calculated by the weight of each Piece in such Shipments.

Risk Free LogisticsPost® and Risk Free LogisticsPost Plus Shipments

Unless otherwise indicated, the following Risk Free Logistics shipping charges may be applied to any Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipment traveling to or from Canada.

Extended Area Surcharge

Risk Free Logistics will not charge an Extended Area Surcharge (EAS) for Risk Free LogisticsPost Shipments delivered to the designated EAS FSA listing, provided that the percentage of Risk Free LogisticsPost Shipments destined to these FSA's does not exceed the maximum allowable Customer specific percentage as defined the Risk Free LogisticsPost Volume Discount Agreement. If the percentage of Risk Free LogisticsPost Shipments to the EAS FSA's exceeds the maximum allowable percentage over a period of one week, Risk Free Logistics reserves the sole right to charge an Extended Area Surcharge. Please contact Risk Free Logistics for details.

Re-weighing and Re-measuring

Risk Free Logistics Shipment charges are calculated according to the higher of the (i) actual; or (ii) volumetric weight. Risk Free Logistics reserves the right to re-weigh and re-measure any Shipment to confirm weight calculations. Shipper is responsible for all Shipment charges, ancillary charges, duties and taxes owed for services provided by or incurred by Risk Free Logistics on

behalf of Shipper, Consignee or any third party's for any claims, damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport.

ADMINISTRATIVE CHARGES

Risk Free Logistics reserves the right to discontinue, apply new, or modify existing, administrative charges at any time and from time to time. Unless otherwise indicated, any of the following Risk Free Logistics administrative charges may be applied to any Risk Free Logistics Shipment.

Address Correction

An additional charge will be applied where the Consignee's address is incorrect, incomplete or illegible.

Document Copies

An additional charge will be applied where the Shipper or Consignee requests an extra copy of a paper document or a replacement copy of an electronic document relating to a specific Shipment. Certain document copies are available free of charge online at Risk Free Logistics www.RiskFreeLogistics.com.

Missing / Invalid Account Number

An additional charge will be applied where no account or incorrect account number appears on Bill of Lading.

Proof of Delivery

Unless otherwise specified in these Terms and Conditions, an electronic proof of delivery is available on at Risk Free Logistics for up to one year from the shipping date, to Customers at no charge. The Shipper, the Consignee and any third party payor in respect of a Shipment may obtain electronic proof of delivery for such Shipment, as follows:

Rebilling

An additional charge will be applied where a Customer requests a change to an invoice, or Risk Free Logistics is required to invoice a Customer for a Shipment tendered with a Bill of Lading that has been voided or reused, or Risk Free Logistics is required to amend a Customer's invoice to correct or reverse a charge due to the Customer's actions, including where the Customer has incorrectly represented information on an electronic manifest or Bill of Lading, or has reused a Bill of Lading or has used a voided one.

Courier Shipments

Credit Card Retrieval

Risk Free Logistics will provide back up in respect of credit card transactions for six months from the payment date free of charge. After six months, a fee will apply.

Manual Shipping

An additional charge will be applied to Courier Shipments if a Customer uses a manual Bill of Lading or if the Bill of Lading must be manually processed by Risk Free Logistics (e.g., in the case of manifests).

Third Party Billing

An additional charge will be applied when a third party pays the Service Rate and any Additional Charges and Taxes for a Shipment.

Risk Free LogisticsPost® and Risk Free LogisticsPost Plus Shipments

Signature on Delivery

Provided the Signature option was selected at the time of shipping, delivery information including a secured signature image will be available at no additional charge. Some exceptions apply in smaller centers. This delivery information can be obtained either through the Client's Portal web service or on Risk Free Logistic's.

RATE APPLICATION

Rates

Where a Customer has entered into a Service Agreement with Risk Free Logistics, the Service Rates and Applicable Charges for Risk Free Logistics services will be determined in accordance with that agreement. Each Piece tendered to Risk Free Logistics is subject to a minimum Service Rate or charge.

Where a Customer has not entered into a Service Agreement with Risk Free Logistics, Customers will be charged a Service Rate, as well as any applicable Additional Charges, as follows:

- For Courier Shipments traveling to Canada from the U.S. and the ROW, the Service Rates are based on origin and destination FSAs. Please contact Risk Free Logistics for details.
- For Courier Shipments traveling to Canada from the U.S. or the ROW, the Service Rates are based on a zone-to-zone grid system according to zones set out in the Service Agreement and any Addendums. Refer to Appendix A.

Risk Free Logistics reserves the right to:

- (i) Make any additions, deletions or modifications to its Service Rates and Additional Charges at any time;
- (ii) Consolidate a number of individual Courier Shipments traveling, on the same date and at the same time, with the same Risk Free Logistics service and other identical shipment characteristics, from one Shipper to one Consignee at one address, and for which will be billed to one Customer, into one Shipment under single Bill of Lading. Where five or more individual Pieces are consolidated, the Multipiece charge will be applied to the entire Shipment (see "Shipping Charges – Multipiece");
- (iii) Make any necessary adjustments to the charges applicable to a Shipment, where a Customer has failed to provide, or incorrectly provided, information about such Shipment. In such circumstances, Risk Free Logistics may rate the Shipment on the actual number of Pieces traveling or that traveled through Risk Free Logistic's courier or freight distribution network, as well as apply any Additional Charges and Taxes applicable to such Shipment, and invoice the Customer an amount equal to the difference between (a) the charges originally invoiced for the Shipment based on the electronic manifest or manual Bill of Lading and (b) the actual Service Rate, Additional Charges and Taxes applicable to the Shipment; and
- (iv) Rate the Shipment on the basis of the actual number of Pieces traveling or that traveled through Risk Free Logistic's courier or freight distribution network and invoice such Shipment for the Service Rate and any Additional Charges applicable to such Shipment in the event that:
 - a. An electronic manifest or manual Bill of Lading is not available or obtainable at the time of billing; or
 - b. Shipper has re-used a Bill of Lading, or tendered a Shipment with a Bill of Lading that has been voided.

In addition, Risk Free Logistics reserves the right to invoice a Customer, on any Shipment, the greater of:

- (i) The weight (rounded up to the nearest whole number) declared by the Customer on the Bill of Lading;
- (ii) The scale weight (rounded up to the nearest whole number) of the Shipment determined by Risk Free Logistics (see "Tendering Shipments to Risk Free Logistics – Reweighing, Cubing and Low-Density Shipments");
- (iii) The cubic (dimensional) weight of the Shipment (rounded up to the nearest whole number) determined by Risk Free Logistics (see "Tendering Shipments to Risk Free Logistics – Reweighing, Cubing and Low-Density Shipments"); and
- (iv) Any applicable minimum Service Rate or charge for each Piece.

In the event the Shipment contains more than one Piece Risk Free Logistics reserves the right to invoice the Customer the greater of:

- (i) The total Shipment weight declared by the Customer (scale or cubic [dimensional] weight);
- (ii) The total actual scale or cubic (dimensional) weight for the Shipment (rounded up to the nearest whole number) determined by Risk Free Logistics (see “Tendering Shipments to Risk Free Logistics – Reweighing, Cubing and Low-Density Shipments”); and
- (iii) Any applicable minimum Service Rate or charge for each Piece multiplied by the number of Pieces comprising the Shipment.

In the event that a Customer fails to declare a weight on the Bill of Lading and Risk Free Logistics fails to reweigh the Shipment, Risk Free Logistics reserves the right to ascribe to such Shipment an average Shipment weight, and to invoice the Customer on the basis of such ascribed weight.

Rate Quote

Customer may obtain a rate quote by contacting their Customer Relationship Representative (CRR). Risk Free Logistics will also provide a rate quote online when preparing a Shipment using one of Risk Free Logistic’s Automated Shipping Systems. Any such rate quote is subject to Additional Charges incurred after tendering the Shipment, which may include, without limitation, Special Handling and adjustments made to a Shipment’s weight as a result of Risk Free Logistic’s right to reweigh or cube Shipments.

Any rate quoted for a Shipment is an estimate only, and not a legally binding quote, and is based solely upon information provided by the Customer. The actual Service Rate and Additional Charges that will be applied to a Shipment, and for which a Customer will be invoiced, may vary from the rate quote based on the characteristics of the Shipment actually tendered to Risk Free Logistics. Risk Free Logistics is not liable, nor will Risk Free Logistics refund or credit Customers, for any discrepancy between the rate quoted prior to tendering the Shipment, and the actual Service Rate and Additional Charges applied to the Shipment. The rate(s) quoted to a Customer will depend on whether such Customer is an Account Customer and what discounts apply to such Customer's Risk Free Logistics account.

Taxes

Risk Free Logistic’s Service Rates and Additional Charges do not include Tax. The Customer shall pay to Risk Free Logistics any and all applicable Taxes imposed in respect of the service provided so that Risk Free Logistics is fully reimbursed by the Customer.

Customs Clearance Charges

Risk Free Logistic’s Service Rates and Additional Charges do not include applicable Customs Clearance Charges, (with the exception of Risk Free Logistics Post and Risk Free Logistics Post Plus). The Customer shall pay to Risk Free Logistic’s designated customs broker or the Customer’s own customs broker, as the case may be, any and all Customs Clearance Charges. The Customer agrees to indemnify Risk Free Logistics against any claims or liabilities for unpaid Customs Clearance Charges.

TENDERING SHIPMENTS TO Risk Free Logistics

Bills of Lading

All Bills of Lading generated by Automated Shipping Systems are deemed to incorporate these Terms and Conditions. If a Bill of Lading other than a Risk Free Logistics Bill of Lading is accepted by Risk Free Logistics, these Terms and Conditions will be deemed to be incorporated into such Bill of Lading and will be deemed to supersede and replace any terms and conditions appearing on such Bill of Lading.

In the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set out on a Bill of Lading, these Terms and Conditions will govern to the extent of such conflict or inconsistency.

Customer Representations and Warranties

The Customer represents and warrants that the Shipment will be accurately described on the face of the Bill of Lading and any accompanying documentation. The Customer agrees that where it has generated a Bill of Lading for a Shipment using an Automated Shipping System and such information has been submitted to Risk Free Logistics, Risk Free Logistics will charge the Customer, and the Customer will pay, for the Shipment described on such Bill of Lading.

The Customer further represents and warrants that the Shipment:

- (i) Will be acceptable for carriage;
- (ii) Will not consist of "Prohibited" articles (see "– Prohibited Articles");
- (iii) Will comply with Risk Free Logistic's shipping restrictions (see "– Shipping Restrictions"); and
- (iv) Will be properly marked, addressed and packaged to ensure safe transportation in accordance with Risk Free Logistic's ordinary care in handling and in accordance with all applicable laws including, without limitation, those laws governing the carriage of dangerous goods (see "Specialized Services – Dangerous Goods / Hazardous Materials").

Unless otherwise indicated, in respect of any Shipment, the Shipper's (consignor's) name and address is the sender's name and address indicated on the Bill of Lading, and the latter constitutes the place of execution and the place of departure; the Consignee's name and address is the recipient's name and address indicated on the Bill of Lading, and the latter constitutes the place of destination; and the date indicated on the Bill of Lading is the date of execution of the Bill of Lading.

Customs Clearance

Where a Customer has a pre-existing relationship with a customs broker, such Customer may designate that customs broker as the Customer's preferred customs broker and (with the exception of Risk Free LogisticsPost and Risk Free LogisticsPost Plus Customers) Risk Free Logistics shall to use such customs broker to provide customs clearance services for such Customer. Where no customs broker designation has been made by the Customer, the Customer acknowledges and agrees that, by tendering a Shipment to Risk Free Logistics, such Customer appoints Risk Free Logistic's designated customs broker to provide customs clearance services, if any, to the extent allowed by law. The foregoing appointment is irrevocable once the Shipment is accepted by Risk Free Logistics. The Customer acknowledges that Risk Free Logistics may designate, in its sole discretion, any customs broker to provide customs clearance services.

Any and all and customs brokerage, classification and other customs-related services rendered by, through or with the assistance of Risk Free Logistics is as an accommodation to Customer, and Risk Free Logistics shall have no equitable obligation or any penalty or other monetary or financial liability or obligation for any error in performing said services or any failure to perform said services.

Reweighing, Cubing and Low-Density Shipments

Risk Free Logistics may, at its sole discretion, round up the weight of any Shipment at the Shipment, Piece, or pallet level, up to the nearest whole number for billing purposes. Risk Free Logistics may reweigh and / or cube any Shipment at the Shipment, Piece, or pallet level, and recalculate the Shipment charges at its sole discretion, notwithstanding that a weight has been declared on the Bill of Lading (see "Rate Application"). Risk Free Logistics reserves the right to apply a dimensional weight to a Shipment, notwithstanding that a weight has been declared on the Bill of Lading.

Where a Customer has entered into a Services Agreement with Risk Free Logistics, the cube factor that will be applied to calculate the Shipment charges may be determined in accordance with the cube factor contained in that agreement.

Where a Customer has not entered into a Services Agreement with Risk Free Logistics or such agreement is silent on cubing, a cube factor will be applied, as follows:

- 15 pounds per cubic foot (6.804 kilograms per 0.0283 cubic meters) for Risk Free Logistics Express Shipments that travel via Risk Free Logistic's air network (whether in whole or in part); or

- 10 pounds per cubic foot (4.562 kilograms per 0.0283 cubic meters) for Risk Free Logistics Ground Shipments and Risk Free Logistics Express Shipments that do not travel via Risk Free Logistic's air network (whether in whole or in part).

The Customer's invoice will indicate if the air cube is applied. Risk Free Logistics will multiply the applicable cube factor by the cubed (dimensional) weight of each Piece in a Shipment, calculated as follows:

$$\text{* Dimensional weight} = \frac{\text{length X width X height}}{1,728}$$

$$\text{** Metric equivalent} = \frac{\text{length X width X height}}{28,316}$$

** Dimensional weight is calculated in inches*

*** Metric equivalent is calculated using centimeters*

Any Freight Shipment that occupies a length of 10 feet (approximately 3 meters) or more of trailer space will be ascribed a weight of 1,000 pounds per linear foot. If a Freight Shipment cannot be stacked (or has a height of 6 feet or more), or cannot be placed alongside another Freight Shipment in the trailer, it will be ascribed a height of 8 feet (approximately 2 meters).

Right of Inspection

Risk Free Logistics reserves the right to open and inspect any Shipment tendered to it for carriage, at any time, without notice. Governmental authorities may also open and inspect any Shipment, at any time, without notice.

Right to Refuse Shipments

Risk Free Logistics reserves the right to refuse any Shipment, in its sole discretion, including any Shipment that may soil, taint, or otherwise damage other merchandise or equipment, or which is economically or operationally impractical to transport, or which is improperly prepared, packed or wrapped for transport (see "Shipment Acceptance Policy").

Right to Pursue Consequential Damage Claims

Risk Free Logistics retains the right to request reimbursement by the Shipper for any costs related to the cleanup of, or damage to, its property caused by contents spilling from or dropping out of a Shipment.

Right to Use Agents and Subcontractors

Risk Free Logistics reserves the right to use its parent, affiliates, agents and subcontractors in the performance of its services. Any exercise of this right will in no way affect Risk Free Logistic's maximum liability described in these Terms and Conditions (see "Liability of Risk Free Logistics – Maximum Liability"). For Courier Shipments, where agents or subcontractors are used, more restrictive requirements than those set out herein may apply including more restrictive size and weight limitations.

Right to Use Alternate Modes of Carriage

Risk Free Logistics reserves the right to use an alternate mode of carriage for the Customer's selected service and the Customer acknowledges that charges based on such mode will be levied and such Customer shall pay same. In the event a Customer fails to indicate a mode of carriage on a manual Bill of Lading, Risk Free Logistics reserves the right to transport the Shipment by the most efficient mode of carriage available, in Risk Free Logistic's sole discretion, and the Customer acknowledges that charges based on such mode will be levied and such Customer shall pay same. Any exercise by Risk Free Logistics of such right to use alternate modes of carriage will in no way affect Risk Free Logistic's maximum liability described in these Terms and Conditions (see "Liability of Purolator – Maximum Liability").

Proper Labeling

Each Shipment or Package must display a Risk Free Logistics or Risk Free Logistics approved Bar Coded Parcel Identification Number (PIN) and a properly secured and completed address label, as follows:

- (i) The address label must display the Shipper's and Consignee's full addresses including zip code or postal code and phone number with area code (post office box addresses are not permitted). In addition to the above information, the address label must contain the following:
 - Customer account number (if applicable)
 - Service option selected
 - Service Identified (if applicable)

- Billing instructions (if applicable)
 - Number of Pieces in the Shipment
 - Weight of each Piece in the Shipment
 - Declared value (for Purolator liability purposes) –optional
 - Date
 - Signature (if applicable)
- (ii) The address label must be securely fastened to the top of each Shipment or Package. String or wire tags are not acceptable. Improper labeling may result in the Shipment being delayed or lost. It is strongly recommended that a duplicate address label be attached to an inner flap of each Shipment or Package;
- (iii) Address labels must be flat with all Risk Free Logistics bar codes visible. Labels should not be wrinkled, creased, folded or placed on the Shipment in a manner that may make them difficult to scan and or read (e.g., on box corners or uneven surfaces or seams);
- (iv) Where a Customer is reusing a box or packaging, all previous delivery address labels and markings must be covered or removed.
- (v) A Shipment consisting of more than one Piece must have each Item individually numbered. For example, if a Shipment consists of three Pieces, the Pieces should be marked “1 of 3”, “2 of 3” and “3 of 3”. This numbering of Pieces is in addition to the requirement that each Piece in the Shipment displays a PIN and full delivery address.
- (vi) According to the Shipper’s discretion, for courier or freight Shipments, orientation “up” arrows may be located on either both sides or ends of Shipments containing liquids or fragile items. In addition, Shipments containing liquids may be labeled “LIQUID”. Shipments containing glass or ceramic products may be labeled “GLASS”. However, note that Risk Free Logistics does not guarantee special care to courier or freight Shipments that contain content markings.
- (vii) Risk Free Logistics Express (U.S. Origin) and Risk Free Logistics Expedited (U.S. Origin) Pieces weighing in excess of 50 pounds must be labeled as “Heavyweight”; and
- (viii) Maximum of 4 Packages per Shipment when using a manual Bill of Lading.

Use of Personal Information

Risk Free Logistics International’s Privacy Policy, as published on RiskFreeLogistics.com, governs all personal information (i.e., information about an identifiable individual) that Risk Free Logistics collects or receives during the shipment process.

Customer’s Own Automated Shipping Systems, Labels, Bar Codes and Bills of Lading

Risk Free Logistics requires that Customers use a Risk Free Logistics Bill of Lading to eliminate billing, tracking and service failures. Customers may request, and Risk Free Logistics may agree, in its sole discretion, to allow a Customer to use its own (or a third party provider’s) labels, bar codes, and Bills of Lading generated in a form, and on automated shipping systems, approved in advance by Risk Free Logistics pursuant to the applicable Purolator certification program.

Any Customer using its own (or a third party provider’s) Automated Shipping System, labels, bar codes and Bill of Lading agrees:

- (i) To comply with the obligations set out in the Risk Free Logistics certification program, including but not limited to the design and specification requirements and updates;
- (ii) That it has been granted a non-exclusive, non-transferable, royalty free license to use the intellectual property provided by Risk Free Logistics in such Automated Shipping System, labels, bar codes and Bills of Lading. The Customer will not, under any circumstances, sublicense, sell, loan, lease, assign, convey, encumber or otherwise transfer the intellectual property provided by Risk Free Logistics. Risk Free Logistics reserves the right to revoke such license immediately upon notice to the Customer;

- (iii) To seek Risk Free Logistic's prior approval pursuant to the applicable Risk Free Logistics certification program for any proposed changes to such Automated Shipping System, labels, bar codes and Bills of Lading;
- (iv) That, if the Customer does not comply with the requirements set out in Risk Free Logistic's certification program and these Terms and Conditions, Risk Free Logistics may, in its sole discretion, cease providing services and / or revoke certification;
- (v) That Risk Free Logistics is not liable for any loss or damage incurred or suffered by a Customer as a result of the use of such Automated Shipping System, labels, bar codes and Bills of Lading, including incorrect rate quotes, where such Automated Shipping System, labels, bar codes and Bills of Lading do not comply with the Risk Free Logistics certification program and these Terms and Conditions; and
- (vi) To release and discharge Risk Free Logistics from, and indemnify Risk Free Logistics against, all claims, actions, demands, costs, losses or damages arising or resulting from such Customer's failure to comply with the requirements set out in the certification program and these Terms and Conditions.

The Customer agrees that all Shipments tendered to Risk Free Logistics bearing the Customer's own (or a third party provider's) label, bar code and Bill of Lading are governed by: (i) these Terms and Conditions (as may be amended by Risk Free Logistics from time to time); and (ii) applicable law.

The Customer's own (or third party provider's) electronic Bills of Lading must be successfully transmitted to Risk Free Logistics no later than the day following pickup of the Shipment by Risk Free Logistics. Where the electronic Bill of Lading is not received in time, Risk Free Logistics may, in its sole discretion, cease providing services or elect to use alternate methods of billing for the Shipment and apply any applicable administrative charges incurred to alternate the billing method.

Heavyweight

Risk Free Logistics may accept Pieces that weigh more than 50 pounds (approximately 23 kilograms) to travel as Courier Shipments, provided that "heavyweight" service has been pre-arranged by contacting Risk Free Logistics. Heavyweight Shipments may also be subject to Special Handling charges (see "Specialized Services – Special Handling"). Heavyweight Shipments are not eligible for Risk Free Logistic's service guarantees. It is the Shipper's responsibility to advise the Consignee that a Heavyweight Shipment will require assistance at the receiving end to effect delivery.

At Shipper's Risk

Certain articles are not well suited for Risk Free Logistic's distribution and sorting system and are therefore subject to a high risk of damage. For this reason, the following articles are only accepted for carriage at the Shipper's risk (i.e., Risk Free Logistics will not assume liability of any kind for these articles and will not accept any claims for loss, damage or delay in the shipment of these articles):

- (i) Glass, china, crystal, pottery, ceramics and other similarly fragile articles.
- (ii) Collectors' items.
- (iii) Liquids.
- (iv) Precious metals.
- (v) Articles requiring temperature-controlled services (i.e., a specific temperature is maintained during carriage).
- (vi) Perishable items, and foods and beverages requiring refrigeration or other environmental control.
- (vii) Unpackaged articles (see "Shipment Acceptance Policy – Unpackaged Articles").
- (viii) Privately packaged items (e.g., not in manufacturer's original packaging).
- (ix) Articles not packaged in accordance with Risk Free Logistic's shipment acceptance policy (see "Shipment Acceptance Policy").
- (x) Pieces in a Shipment not properly labeled in accordance with Risk Free Logistic's labeling requirements (see "Tendering Shipments to Risk Free Logistics – Proper Labeling").
- (xi) Artwork.
- (xii) Antiques.
- (xiii) Jewelry, other than costume or novelty jewelry.

- (xiv) Seeds.
- (xv) Household goods and personal effects.
- (xvi) Articles designated as "Prohibited" in these Terms and Conditions but which have been tendered to Risk Free Logistics and accepted for carriage (see "– Prohibited Articles").
- (xvii) Small arms ammunition – defined in 49 CFR § 173.59 imported into Canada that are not otherwise prohibited by law or government entity shall only be accepted from licensed importers, manufacturers, dealers collectors, and government agencies.
- (xviii) Electronic and electrical devices (including those in manufacturer's original packaging) such as televisions and test equipment. This includes Shipments bearing "Fragile" or similar type of package handling markings. A Customer may submit a claim for loss of these items. However, claims for damages will not be accepted. (xix) Controlled Substance not shipped using Risk Free Logistic's COS Service

Any "At Shipper's Risk" Shipments accepted by Risk Free Logistics travel on a "no-value" basis (i.e., the Customer cannot increase Risk Free Logistic's liability by declaring a value for such Shipment on the face of the Bill of Lading or, in the case of Shipments prepared using an Automated Shipping System, in the designated user entry field).

Prohibited Articles

Risk Free Logistics will not transport any article that (i) it is prohibited by law from transporting, and (ii) is inadequately or improperly prepared for ordinary transport having regard to the nature of such article. Customers are responsible to know and comply with all applicable laws related to the tender of its Shipment. Customer shall not tender for Shipment articles that are: (i) prohibited by law; or (ii) non-compliant with applicable laws. Customer shall be liable and indemnify Risk Free Logistics for: (i) any action taken; or fines or penalties assessed by any governmental agency against Risk Free Logistics as a result of: (a) Risk Free Logistic's possession of prohibited or noncompliant articles; or (b) any claim by Risk Free Logistics arising from the failure of Customer to comply with law or requirements of any governmental agency or with notification of an issue to Customer by such entity. Risk Free Logistics shall be permitted to take all action necessary to be compliant with applicable law related to such articles including, but not limited to, refusing acceptance of such Shipment tendered or requiring Customer to take immediate possession of such articles.

Risk Free Logistics will **not** accept the following articles for carriage, unless the Customer has received prior written approval from Risk Free Logistics as evidenced by a duly executed Services Agreement or other written record setting out the pre-approved article(s) to be transported:

- (i) Human or animal remains, corpses, organs, embryos, body parts, whether cremated or disinterred or in any other form.
- (ii) Animals, birds or insects.
- (iii) Live plants and cut flowers.
- (iv) Currency (including cash or coins) or other securities negotiable without endorsement such as bearer bonds, gift certificates, bank draft, etc. The above still provides exceptions if the Customer has received prior written approval from Risk Free Logistics including through a Services Pricing Agreement or other written record setting out the pre-approved article to be transported. For instance, Risk Free Logistic's ExpressCheque service, sets out explicitly in writing in the Terms and Conditions of Service that bank drafts can be used by Account Customers.
- (v) Fish, seafood, or meat (fresh or frozen).
- (vi) Tobacco or alcohol, inter-provincial / state (i.e., across provincial / state boundaries).
- (vii) Cannabis or products derived from cannabis which may contain cannabinoids.
- (viii) Firearms or weapons of any kind (including parts thereof).
- (ix) Dangerous goods that are classified as "acceptable only with prior approval by Risk Free Logistics" or "not acceptable" (see "Specialized Services – Dangerous Goods / Hazardous Materials").
- (x) Drugs prohibited by law.
- (xi) Animal products (non-domesticated).
- (xii) Gem stones, industrial diamonds and unset precious stones.
- (xiii) Ivory (Exemptions, if any, subject to CITES, U.S. Endangered Species Act, Fish & Wildlife & Customs Regulations).
- (xiv) Personal effects and unaccompanied baggage shipped to any country.
- (xv) Any Shipment that, in Risk Free Logistic's judgment, could cause loss, damage or delay to equipment, personnel, or other Shipments.

- (xvi) Biological Substances Categories A and B (as defined, respectively, in ICAO & 49 CFR 173.99) (xvii) Dangerous Goods (see "Specialized Services – Dangerous Goods [Hazardous Materials]").
- (xviii) Diagnostic specimens.
- (xix) Dry Ice.
- (xx) Furs.
- (xxi) Other prohibited articles that vary by country. Please contact Risk Free Logistics for details.

Customer cannot declare a value for any of the above articles. Any Shipment containing articles requiring Risk Free Logistic's preapproval will travel at the Shipper's risk, including without limitation for loss, damage, delay, mis-delivery or failure to deliver such Shipment. Please contact Risk Free Logistics for details. In the event that Risk Free Logistics unknowingly transports a Prohibited" article, Risk Free Logistics will assume no liability whatsoever in respect of the loss, damage, delay, mis-delivery or failure to deliver such Shipment.

In all other circumstances, Risk Free Logistic's maximum liability will be as described in these Terms and Conditions (see "Liability of Risk Free Logistics – Maximum Liability").

Risk Free LogisticsPost® and Risk Free LogisticsPost Plus Shipments

Reweighing, Cubing and Low-Density Shipments

For any Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipment, charges for low density shipments will be calculated at a minimum density rate per cubic foot for each Piece in a shipment. The formula to be used in calculating the dimensional or cubed weight of each Piece in the Shipment is as follows:

$$\text{Dimensional / Cubed Weight} = \frac{\text{length X width X height}}{186}$$

(in inches)

Risk Free Logistics reserves the right to re-weigh shipments, notwithstanding that a weight has been declared on the shipping document, and to bill Customer based upon the weight determined by such re-weigh process.

Proper Labeling

Each Risk Free LogisticsPost Piece must display an approved Risk Free LogisticsPost address label with and an approved Risk Free LogisticsPost PIN number:

- (i) The address label must display the Shipper's and Consignee's full addresses including zip code or postal code and phone number with area code (Shipper only). In addition to the above information, the address label must contain the following:
 - Customer account number (if applicable)
 - Weight of each Piece
 - Method of Payment
- (ii) The address label must be securely fastened to the top of each Piece. String or wire tags are not acceptable. Improper labeling may result in the Shipment being delayed or lost. It is strongly recommended that a duplicate address label be attached to an inner flap of each Shipment or Package.
- (iii) Address labels must be flat with all Risk Free LogisticsPost bar codes visible. Labels should not be wrinkled, creased, folded or placed on the Shipment in a manner that may make them difficult to scan and or read (e.g., on box corners or uneven surfaces or seams).

Prohibited Articles

In addition to the prohibited articles mentioned above, Risk Free Logistics will not transport any article as part of a Risk Free LogisticsPost or Risk Free LogisticsPost Plus Shipment that includes any of the following, unless the Customer has received prior written approval from Risk Free Logistics as evidenced by a duly executed Services Agreement or other written record setting out the pre-approved article(s) to be transported:

Risk Free Logistics, Inc. Terms and Conditions of Service

- Certain pharmaceuticals.
- Certain categories of batteries.
- Radiological devices.

For details on which types of the above categories are prohibited, please contact your Customer Relationship Representative.

SHIPMENT ACCEPTANCE POLICY

The contents of a Shipment must be held firmly in place by the interior (internal) packaging system. Interior packaging must surround the article and prevent movement within the carton to protect carton contents from normal external forces, including pressure exerted by stacking other Shipments on top of it. Sufficient internal packaging is especially important for lightweight and / or fragile Shipments (see "Risk Free Logistics Packaging Guide").

Shipments not packaged in accordance with Risk Free Logistic's shipment acceptance policy will travel at the Shipper's risk (see "Tendering Shipments to Risk Free Logistics – At Shipper's Risk").

Packaging Requirements

Shipments must be properly packaged to ensure safe transportation in accordance with Risk Free Logistic's ordinary care in handling of Courier Shipments. Plastic casing, aluminum casing or other types of external casing or packaging, the exterior of which may be damaged while traveling via Risk Free Logistic's courier distribution system, should be protected by outer packaging.

Defect-Free Carton

A defect-free carton maintains the original rigidity of its corrugated sidewalls. The carton's corner seals and flaps must remain intact. Carton defects include punctures, tears, rips or corner damage, each of which reduces the carton's structural integrity.

Defect-Free Carton Closure

Masking or cellophane tapes do not supply the strength necessary to secure Shipments traveling through Risk Free Logistic's distribution and sorting system. The minimum acceptable tape is 2" (approximately 5 centimeters) wide for pressuresensitive plastic tape. Water-activated or reinforced paper tape is not recommended. The use of string, rope, plastic straps or elastic bands on the outside of a Shipment is prohibited, as is the use of gift wrap or brown postal paper on the exterior of any Shipment.

Strength of Carton

The strength of the corrugated carton is a critical factor in a Shipment's ability to withstand the normal rigors of parcel handling and carriage. The carton's class stamp, printed on the bottom of the carton, designates the maximum allowable content weight and is shown as the last number at the bottom of the stamp. The weight of packaging and contents must not exceed 50% of this value.

Cans and Pails

Lid clips or lock rings must be used on all sizes of paint cans. Locking lids must be used on all sizes of pails.

Pallets and Stretch Wrap

Any bulk Courier Shipments (including Shipments traveling to Canada from the U.S. or the ROW that will become individual Shipments upon induction at a Canadian Induction Facility) may be required to be secured to one or more pallets with stretch wrap.

Interior Packaging

The contents of a Shipment must be held firmly in place by the interior (internal) packaging system. Interior packaging must surround the product and prevent movement within the carton to protect carton contents from normal external forces such as the pressure exerted by the stacking of other Shipments on top of it. Sufficient internal packaging is especially important for light, fragile Shipments.

Maximum size is calculated as follows: length + (2 X height) + (2 X width)

Please note for all origins / destinations: Special Handling may apply (see “Special Handling”). Where agents or subcontractors are used, more restrictive size and weight limitations than those set out above may apply. Please call your Customer Relationship Representative for details.

Unpackaged Goods

Unpackaged goods (i.e., goods that are not protected by a rigid shipping container such as a corrugated box, plastic tote, or wooden crate, etc.) are subject to Special Handling charges and are only accepted for shipping once Risk Free Logistics is satisfied that they do not pose any hazard to Risk Free Logistics staff, equipment and / or other Shipments.

Freight Shipments

All Pieces in a Freight Shipment must be tendered to Risk Free Logistics secured to one or more pallets with stretch wrap. Pallets must be free of damage or defect. Articles secured to a pallet should not hang over the edge of the pallet and there should be no space between articles on a pallet.

Freight Shipments containing Pieces which, due to their bulk, length, width or height, cannot be safely stowed within a trailer, container or on a pallet, will not be accepted by Risk Free Logistics for carriage.

Size Limitations

Courier Shipments

Shipments to Canada

The following size limitations apply to all Courier Shipments traveling to Canada:

- Risk Free Logistics Express Shipments travelling via Risk Free Logistic’s air network (whether in whole or in part):
Maximum length: 108 inches (274 centimeters)
Maximum size*: 165 inches (419 centimeters)
Maximum weight per Piece: 150 pounds (approximately 68 kilograms)
Maximum weight per Shipment: Unlimited
- Risk Free Logistics Ground Shipments and Risk Free Logistics Express Shipments not travelling via Risk Free Logistic’s air network:
Maximum length: 108 inches (274 centimeters)
Maximum size*: 165 inches (419 centimeters)
Maximum weight per Piece: 150 pounds (approximately 68 kilograms) Maximum weight per Shipment: Unlimited

Shipments from Canada

The following size limitations apply to all Courier Shipments traveling from Canada:

Maximum length: 108 inches (274 centimeters)
Maximum size*: 165 inches (419 centimeters)
Maximum weight per Item: 150 pounds (68 kilograms)
Maximum weight per Shipment: Unlimited

For all origins and destinations, Special Handling charges may apply (see “Specialized Services – Special Handling”). For Courier Shipments, where agents or subcontractors are used, more restrictive size and weight limitations than those set out above may apply. Please contact Risk Free Logistics for details.

Freight Shipments

The maximum weight per pallet in a Freight Shipment is 4,500 pounds (approximately 2,041 kilograms). For each applicable pallet in a Freight Shipment that does not require tailgate services, the maximum height is 8 feet (approximately 2 meters), the

Risk Free Logistics, Inc. Terms and Conditions of Service

maximum width is 4.5 feet (approximately 1.4 meters), and the maximum length is 8 feet. Shipments exceeding the maximum weight or any of the maximum dimensions will be routed through Specialized Services and will be subject to additional charges.

Any pallet in a Freight Shipment exceeding any of the guidelines listed below are to be transferred to Specialized Services if it requires tailgate services and will be subject to additional charges:

- 3,000 pounds per pallet
- 4.5 feet (54 inches) wide per pallet
- 8 feet (96 inches) tall per pallet
- 6 feet (72 inches) in length per pallet

If a Freight Shipment cannot be stacked (or has a height of 6 feet or more) or cannot be placed alongside another Freight Shipment in the trailer, it will be ascribed a height or width of 8 feet (approximately 2 meters). Please contact Risk Free Logistics for details regarding maximum lengths and widths per Piece in a Shipment.

Any Freight Shipment that occupies a length of 10 feet (approximately 3 meters) or more of trailer space will be ascribed a weight of 1,000 pounds per linear foot. Subject to availability and Risk Free Logistics pre-approval, Shipments exceeding Risk Free Logistics Freight's size and weight limitations may travel through Risk Free Logistic's freight distribution system for an additional charge. Please contact Risk Free Logistics for details.

Unpackaged Articles

Unpackaged articles (i.e., articles that are not protected by a rigid shipping container such as a corrugated box, plastic tote or wooden crate) are subject to Special Handling charges and are only accepted for carriage once Risk Free Logistics is satisfied that such articles do not pose any hazard to Risk Free Logistics staff, equipment and other Shipments.

Risk Free LogisticsPost® and Risk Free LogisticsPost Plus Shipments

The following size limitations apply to all Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipments traveling to Canada:

- Maximum length on one dimension: 78.7 inches (2 meters)
- Maximum length plus girth: 118.1 inches (3 meters)
- Minimum length: 3.94 inches (100 millimeters)
- Minimum width: 2.75 inches (70 millimeters)
- Minimum height: 0.04 inches (1 millimeters)
- Minimum dimensions for a mailing tube: L 3.94 inches X W 0.9 inches X H 0.9 inches (100 millimeters X 23 millimeters X 23 millimeters)

The following weight limitations apply to all Risk Free LogisticsPost and Risk Free LogisticsPost Plus Shipments traveling to Canada:

- Maximum weight per Piece: 66 pounds (30 kilograms)

For all origins and destinations, Special Handling charges may apply (see "Specialized Services – Special Handling"). Please contact Purolator for details.

DELIVERY OF SHIPMENTS

Delivery

Risk Free Logistics will deliver the Shipment to the delivery address (or applicable shipping agent locations, where shipping agents are used) indicated on the Bill of Lading. Risk Free Logistics is not required to deliver the Shipment to any particular person, whether or not specifically identified on the Bill of Lading. The Consignee of any Shipment is deemed to appoint the individual who signs for the Consignee's Shipment on delivery as the Consignee's agent to accept delivery on the Consignee's behalf. Risk Free Logistics reserves the right to withhold delivery of a Shipment and / or return the Shipment to the Shipper (at the Shipper's expense) if a proof of delivery signature cannot be obtained from an individual that appears to Risk Free Logistic's driver to be over the age of majority. If Risk Free Logistics is unable to complete delivery of a Courier or a Risk Free Logistics Post or a Risk Free LogisticsPost Plus Shipment (after at least one attempt), a notice of delivery will be left at the delivery address setting out instructions for the Consignee to pick up the Shipment. In the case of a Freight Shipment, if Risk Free

Logistics is unable to complete delivery on the first attempt, the Shipment will be returned to the applicable Risk Free Logistics facility and Risk Free Logistics will contact the Shipper for further instructions. If Freight Shipment is returned to the Shipper, such return will be at the Shipper's expense.

Risk Free Logistics will deliver the Shipment to the delivery address on the Bill of Lading, a shipping agent location, (where shipping agents are used) or alternate Risk Free Logistics approved delivery location. Risk Free Logistics will deliver the Shipment to the front door of the delivery address indicated on the Bill of Lading. Risk Free Logistics is not required to deliver the Shipment to any particular person, and other points of entry or locations within a Residence, whether or not specifically identified on the Bill of Lading. The Consignee of any Shipment is deemed to appoint the individual who signs for the Consignee's Shipment on delivery as the Consignee's agent to accept delivery on the Consignee's behalf. Risk Free Logistics reserves the right to withhold delivery of a Shipment and / or return the Shipment to the Shipper (at the Shipper's expense) if a proof of delivery signature, or in the case of an Adult Signature Required Shipment, Proof of Age, cannot be obtained from the individual present to receive the Shipment from a Risk Free Logistics driver.

Driver Release for Shipments to Canada

At the discretion of Risk Free Logistic's authorized agent, a Shipment (with the exception of Risk Free LogisticsPost or Risk Free LogisticsPost Plus Shipment) destined for delivery to Canada may be left at a private residence without obtaining a signature. If a signature is required for a Shipment or, if Risk Free Logistic's agent is otherwise unable to "release" a Shipment, it may be delivered to a neighboring address and Risk Free Logistic's agent will obtain a signature from the neighbor when completing an indirect delivery. The Shipper and the Consignee release and indemnify Risk Free Logistics, on a joint and several basis, from and against any claims or liabilities resulting from an authorized agent driver's release of such Shipment.

Undeliverable Shipments

For Shipments that cannot be delivered for any reason, including, without limitation, errors or omissions on the Bill of Lading, refusal by the Consignee or failure of the Consignee to pick up a Shipment being held for pickup, Risk Free Logistics may return such Shipment(s) to the Shipper at the Shipper's expense. The Shipper will be invoiced for the original delivery charge, as well as the return delivery.

For Shipments that cannot be delivered or returned for any reason, title to the Shipment(s) will pass to Risk Free Logistics and such Shipment(s) may be disposed of in Risk Free Logistic's sole discretion and at any location:

- (i) In the case of Shipments consisting of general articles, where such articles have been in Risk Free Logistic's possession for 120 days or more.
- (ii) In the case of Shipments consisting of perishable articles, where such articles have been in Risk Free Logistic's possession for 30 days or more.

The Shipper shall pay any costs incurred and indemnify Risk Free Logistics for any damages in respect of the foregoing. For greater certainty, Risk Free Logistic's maximum liability in respect of any Shipments disposed of will be the maximum liability stated in these Terms and Conditions under "Liability of Risk Free Logistics – Maximum Liability".

Routing

By tendering a Shipment to Risk Free Logistics, Shipper agrees that transit times shall be determined by Risk Free Logistics and are subject to modification due to a Force Majeure Event or any other event beyond Risk Free Logistic's control that may require rerouting or alternate mode of transport.

Risk Free LogisticsPost® and Risk Free LogisticsPost Plus Shipments

If Risk Free Logistics is unable to complete delivery of a Risk Free LogisticsPost® or Risk Free LogisticsPost Plus Shipment (after one attempt), a Delivery Notice card will be left at the delivery address setting out instructions for the Consignee to pick up the Shipment at the nearest Canada Post retail postal outlet.

If after five calendar days, the Shipment has still not been picked up at the Canada Post retail postal outlet, a Final Notice card will be sent to the addressee. The Shipment will be held for pickup for a maximum period of fifteen calendar days, after which time, it will be returned to sender at the Shipper's expense.

BILLING, PAYMENT AND LATE PAYMENT INFORMATION

Payment

Non-account Customers are required to pay for Risk Free Logistics services at the time such services are requested or, if Risk Free Logistics invoices the Customer, in accordance with the terms of the applicable invoice. Account Customers are required to pay for Risk Free Logistics services within 14 calendar days from the date of invoice or in accordance with their Services Agreement. In the event the Customer fails to pay an invoice in full when due, interest may be charged at the rate of 1.5% per month (with an effective rate of 19.6% per annum), on all outstanding amounts. This is in addition to any other legal rights and remedies available to Risk Free Logistics. Risk Free Logistics may assess a surcharge to credit card payments up to the amount of any fees Risk Free Logistics must pay due to the credit card payment or as otherwise limited by applicable law.

Shipper Payment Guarantee

When

- (i) The Consignee, on a collect Shipment (see "Collect"), or
- (ii) A third party, on a third party Shipment (see "Third Party") refuses to pay Risk Free Logistics, Risk Free Logistic's designated customs broker or the Shipper's own customs broker, as applicable or
- (iii) where neither the Shipper nor Consignee has a pre-existing Risk Free Logistics account,

then the Shipper shall pay Risk Free Logistics (or Risk Free Logistic's designated customs broker or the Shipper's own customs broker, where and as applicable) the Service Rate and all Additional Charges (including, without limitation, all Taxes and Customs Clearance Charges).

Where a Shipment is undeliverable (including where the Consignee is unable to accept delivery of the Shipment for any reason), the Shipper shall pay all charges incurred in the delivery attempt and the return of such Shipment to the Shipper (including, without limitation, all Taxes and Customs Clearance Charges).

Invoice Discrepancies

Customers should call the number on their invoice to report discrepancies. Invoice / billing discrepancies must be brought to Risk Free Logistic's attention within 90 days of the date of the invoice, after which time such invoice will be deemed accepted by the Customer. Customers are responsible for all reasonable costs incurred by Risk Free Logistics in connection with investigating any invoice discrepancy. For purposes of this paragraph, pursuant to §49 USC 14101(b), Customer expressly waives Customer's rights under §49 USC 13710 (3) (B). If Customer fails to dispute an invoice within the 90-day deadline, Customer waives its right to dispute the invoice, regardless of the basis of the dispute, and Risk Free Logistics shall be under no further obligation to review, revise, or cancel such invoice or refund any amounts paid under such invoice.

For the avoidance of doubt, invoice discrepancies shall not relieve Customer from its obligation to pay any non-disputed monetary amounts which are otherwise due.

Non-Sufficient Funds Charges

Risk Free Logistics, at its sole discretion, may charge additional fees to the Customer resulting from any Non-Sufficient Funds checks.

LEGAL NOTICE

All Shipments tendered to Risk Free Logistics are subject to the Terms and Conditions contained herein.

Customers are solely responsible for ensuring their shipments comply with applicable transportation, export or import laws and must provide Risk Free Logistics with all verification, authorization, documentation and any other supporting information which

be required to ensure compliance with laws of the origin and destination country. The Shipper understands that civil and criminal penalties including seizure and forfeiture may be imposed for failing to provide Risk Free Logistics with any required verification, statement, authorization, permit, license, or other supporting documentation which may be required and / or for providing incomplete, inaccurate, false or fraudulent statements, which results in delivery of property by trick or false pretenses whereby a fine, penalty or other liability and / or expense is incurred by or levied against Risk Free Logistics.

Customers have a duty to and are solely responsible for maintaining all records as required under transportation, export, customs or other applicable laws of the origin and destination countries. Risk Free Logistics disclaims any responsibility to act as Customer's depository, record keeper or record keeping agent.

Risk Free Logistics reserves the right, in its sole discretion, to inspect any package tendered to it for transportation. Shipments that are prohibited by applicable law or regulation of any federal, state, provincial or government in the origin or destination country will not be transported by Risk Free Logistics. Risk Free Logistics reserves the right to discontinue or terminate service immediately with respect to the transportation of any shipment which does not comply with any U.S. or other government law or any provision of these Terms and Conditions.

Risk Free Logistics reserves the sole right to update, modify, amend and / or change in any manner these Terms and Conditions at any time, without notice.

DISCLOSURES

Risk Free Logistics may, from time to time, communicate Shipper and shipment information to its parent, subsidiaries, affiliates, its employees or agents in order to perform its obligations pursuant to the Terms and Conditions contained herein. Shipper may be required, at Risk Free Logistic's request, to execute a confidentiality agreement prior to tendering any shipment for delivery.

LIABILITY OF PUROLATOR

Maximum Liability

The amount of any loss or damage for which Risk Free Logistics may be liable, whether or not the loss or damage results from negligence, gross negligence, or a failure to perform the contract, shall not exceed:

- (i) CAD\$2.00 per pound, computed on the total weight of the Shipment for Express, Courier, Less-Than-Truckload, or Truckload Shipments, or
- (ii) The lesser of (a) the wholesale value or (b) the market value of the Shipment, up to a maximum of CAD\$125.00 per Risk Free LogisticsPost® Shipment or Risk Free LogisticsPost Plus Shipment, or
- (iii) CAD\$0.50 per pound for PMC Shipments, up to a maximum of CAD\$500 per Shipment.

unless a value (for Risk Free Logistics liability purposes) is declared in the appropriate box on the face of the Bill of Lading or — in the case of a shipment prepared via an automated shipping system — in the appropriate user entry field, and the applicable surcharge is paid, in which case Risk Free Logistic's maximum liability shall be the amount of the declared value.

The maximum value that may be declared (for Risk Free Logistics liability purposes) in respect of any:

- (i) Express and Courier Shipment is CAD\$5,000.00;
- (ii) Less-Than-Truckload Shipment is CAD\$25,000.00;
- (iii) TruckLoad Shipment is CAD\$100,000.00;
- (iv) Risk Free LogisticsPost® or Risk Free LogisticsPost Plus Shipment is CAD\$2,500.00;
- (v) RFLMC Shipment is CAD\$25,000.00;
- (vi) For any Canada Post Parcel Shipment, refer to the parcel services customer guide at the following link for liability limits (www.canadapost.ca/customerguides). The portion of any declared value in excess of the aforementioned thresholds shall be void and of no force or effect. Other limitations on liability may apply if the shipment is governed by the Convention (see "Applicable Law") and

- (vii) Risk Free Logistics Returns Courier Shipment is CAD\$0.00 (no value may be declared).

The customer agrees as a special agreement with respect to all shipments that, regardless of whether or not the Convention applies and notwithstanding any disclosure of the nature or value of the goods, the amount of any loss or damage, including, without limitation, loss of earnings or profits, resulting in any manner, whether or not from negligence or gross negligence, from loss of or damage to the goods and / or mis-delivery, failure to deliver or delay in delivery of the goods, for which Risk Free Logistics may be liable to the customer / shipper, owner, consignee and / or any third party, whether in contract, tort or otherwise, shall in no event exceed the maximum liability of Risk Free Logistics set out herein.

Under no circumstances shall Risk Free Logistics be liable for any warranties (express or implied), liquidated, consequential, special, indirect, exemplary or incidental damages, regardless of whether or not Risk Free Logistics knew or should have known that such damages might have been incurred. Regardless of the weight of the shipment or any declared value entered on the Bill of Lading, Risk Free Logistic's maximum liability for loss of, or damage to, a shipment shall not exceed the lesser of: (a) Risk Free Logistic's maximum liability set out in these Terms and Conditions; (b) the actual market value of the articles at the time the claim is assessed by Risk Free Logistics; (c) the original cost of the articles to the claimant; or (d) the cost of repairing the articles at the time the claim is assessed by Purolator.

Delay

Risk Free Logistics is not responsible for the consequences (direct or indirect) of a failure to deliver a Shipment by a stipulated time. Upon request, Purolator will, at its option, refund or credit a Customer (payer) if a guaranteed Shipment is not delivered in accordance with the applicable service guarantee (see "Service Guarantees").

Force Majeure

Risk Free Logistics is under no obligation to assume liability for nor refund or credit a Customer (payer) for any transportation charges, or for any loss, damage, delay, non-delivery, mis-delivery or failure to deliver, caused by a Force Majeure Event.

Loss of Personal Information

Risk Free Logistic's liability for loss of personal information (i.e., information about an identifiable individual) contained in or displayed on any Shipment is limited in accordance with the limitations on Risk Free Logistic's liability contained in these Terms and Conditions (see "Maximum Liability"). For Shipments that are carried for Customers that are not individuals, each such Customer acknowledges that Risk Free Logistics is a third-party processor and that such Customers shall have sole responsibility for collecting personal information and sharing it Risk Free Logistics in compliance with applicable privacy laws and best practices, including, but not limited, to, obtaining meaningful and informed consent as required, assessing harm, notifying and reporting any loss of personal information to any required privacy authority or impacted person or entity.

Indemnification

Customer and / or Shipper shall indemnify, defend and hold harmless Risk Free Logistics, its parent or affiliated companies and their employees from all enforcement procedures, suits, claims, demands, expenses, liabilities, causes of action of any kind and of any nature brought by an individual, entity or governmental agency, arising from Customer and / or Shipper's noncompliance with these Terms and Conditions, or any law or regulation applicable to any Shipments tendered by Customer and / or Shipper or on its behalf.

Other Services

Any and all storage services, customs brokerage, classification and other customs-related services rendered by, through or with the assistance of Risk Free Logistics is as an accommodation to Customer, and Risk Free Logistics shall have no equitable obligation or any penalty or other monetary or financial liability or obligation for any error in performing said services or any failure to perform said services.

CLAIMS

Refunds for Purolator Service Guarantees

To obtain a refund or credit where applicable in accordance with Risk Free Logistic's guarantee(s), contact your Customer Relationship Representative. Risk Free Logistics must receive requests for refunds in respect of delivery guarantees within 10 calendar days after the scheduled delivery date in the case of Risk Free Logistics Express (U.S. Origin) and within 45 calendar

days after acceptance of the Shipment for carriage in the case of all other Risk Free Logistics products, failing which the guarantee shall be void.

Claims for Loss or Damage to Shipments

Risk Free Logistics will not process any claim for loss of or damage to any Shipment unless notice thereof setting out the particulars of the origin, destination, parcel identification number (PIN), date of Shipment and the estimated amount claimed in respect of such loss or damage is given to Risk Free Logistics in writing within the time limits set out below, failing which Risk Free Logistics will have no liability in respect of the Shipment; however, where the Convention applies, different time limits may be applicable. Purolator may also require supporting documentation in order to assess a claim. Such documentation may include original purchase invoices, appraisals, estimates for repair, or other records. Failure to submit the necessary supporting documentation (in

Risk Free Logistic's sole discretion) may result in the claim being denied. Risk Free Logistics also reserves the right to refuse a claim if the Customer fails to upgrade to the Upgraded Carrier Compliance Software or the Customer fails to upgrade Customer Developed Shipping Software. In order to process a claim, Risk Free Logistics must have a record of scanning activity for the Shipment indicating that it has actually been inducted into the Risk Free Logistics distribution network (whether courier or freight). Risk Free Logistics will not pay a claim for loss of or damage to any Shipment unless all applicable transportation charges in respect of such Shipment have been paid.

Type of Damage / Loss				
Type of Shipment	Concealed damage	Damage evident upon delivery	Loss / Failure to deliver (within U.S.)	Loss / Failure to deliver (outside U.S.)
Courier or RFLMC	21 days from delivery	60 days from delivery	9 months from date of shipment	90 days from date of shipment
Risk Free Logistics Post or Risk Free Logistics Post Plus	21 days from delivery	21 days from delivery	90 days from date of shipment	90 days from date of shipment
Freight	2 days from delivery	60 days from delivery	9 months from date of shipment	9 months from date of shipment
International	14 days from delivery	14 days from delivery	90 days from date of shipment	90 days from date of shipment

In cases where the Convention does not apply (to international air shipments), the final statement of claim must be filed within 9 months from the date of shipment, together with a copy of the Bill of Lading.

The right to damages of any kind against Risk Free Logistics (regardless of whether the Convention applies) will be extinguished unless an action is brought within two years from the date on which the Shipment should have been delivered, or from the date on which carriage stopped.

Excluding refund requests made in respect of Risk Free Logistic's service guarantees, all claims must be submitted in writing with the Bill of Lading number (parcel identification number) and supporting documentation to:

Damage Inspections

Risk Free Logistics retains the right to inspect any Shipment that is the subject of a damage claim. If, at the time the damage claim is submitted, Purolator requests that the Customer retain the Shipment and packaging for inspection, the Customer shall retain the Shipment and packaging for inspection by Risk Free Logistics for a period of 30 days. Failure to retain the Shipment and packaging for inspection may result in the claim being denied.

Valuation of Claim for Loss or Damage

Regardless of the weight of the Shipment or any declared value entered on the Bill of Lading, Risk Free Logistic's maximum liability for loss of, or damage to, a Shipment will not exceed the lesser of:

- (i) Risk Free Logistic's maximum liability set out in these Terms and Conditions;
- (ii) The market value of the article(s);
- (iii) The original cost of the article(s) to the claimant; and
- (iv) The cost of repairing the article(s).

Unclaimed Freight

Risk Free Logistics reserves the right to sell or destroy unclaimed freight that:

- (i) In the case of general freight, has been in its possession for 120 days or more; or
- (ii) In the case of specialized freight (e.g., perishable or costly to store), has been in its possession for 30 days or more.

Unclaimed freight includes freight that is unmarked or that has been refused by the Shipper and the Consignee. For greater certainty, Risk Free Logistic's maximum liability in respect of any freight disposed of shall be the maximum liability stated in these Terms and Conditions under "Maximum Liability".

Applicable Law

The contract for the carriage of articles contained in the Bill of Lading shall be deemed to include, and be subject to, any prescribed conditions of carriage required by the law of the jurisdiction where the Shipment originates. The foregoing applies notwithstanding any "Governing Law" provision contained in any Services Agreement.

To the extent that any provision contained, or referred to, in these Terms and Conditions or a Bill of Lading is invalid or unenforceable at law, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision so contained or referred to.

If the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention may apply and limit Risk Free Logistic's liability in respect of loss of, damage to or delay of the Shipment.

Conditions of Service are trademarks of Risk Free Logistics Inc.: Risk Free Logistics, Risk Free Logistic's logo, the checkmark design, Risk Free Logistics E-Ship Web Services, Risk Free LogisticsPost®, Risk Free LogisticsPost Plus, ExpressCheque, and Multipiece.

Copyright © 2024 Risk Free Logistics International, Inc.