



CLIENT
GUIDE

2023-
2024

PARCEL
DELIVERY

ACROSS
THE COUNTRY

NATIONEX

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1. Service Modalities

The pages of the present guide contain the terms and conditions of the services pursuant to which Nationex undertakes to transport parcels within Canada, which include any shipment sent by clients using their own shipping computerized systems or using Nationex's computerized systems, software and waybills. If a difference of interpretation arises between the terms and conditions of service in the present guide and the terms and conditions governing any of Nationex's waybills, the terms and conditions of the present guide shall prevail. The present guide shall replace all previous guides and other written documents containing the tariffs and the terms and conditions of Nationex's service.

2. Definitions

The following terms shall designate:

- "Regular client": any client who, among other things, qualifies itself for a commercial account with Nationex (sufficient weekly, monthly and annual shipments and billing).
- "Économax client": the plan that other clients of Nationex are under. The Economax clients are required to pay the freight charges and all other costs before service is given. Notwithstanding, the freight charges and other costs may increase, from time to time, during a given year and some adjustments may become necessary.
- "parcel": a merchandise entrusted to Nationex and properly wrapped for its handling, expedition, transportation and reception.
- "pick-up": action of taking possession of a shipment
 - at the premises of the client of Nationex in order to deliver the shipment to a third party (regular shipment)
 - at the premises of a third party who is not a client of Nationex to deliver to a Nationex client (collect shipment) (the service is billed to the Nationex client and requested by a "collect" client)
 - at the premises of a third party to a Nationex client (pick-up return) requested by the Nationex's client;
 - at the premises of a third party and shipped to another third party who are not clients to Nationex (pick-up delivery) (the service is billed to a Nationex client)
- "consignee": the person to whom a shipment is sent;
- "shipment": one or more parcels sent with a single waybill (delivery only or pick-up and delivery).
- "freight charges": the amounts required for air transport, for land transport or for water transport of a shipment and shall not include the other charges which may apply by virtue of the present guide, such as the fees, the overcharges, the supplementary costs, the dues, the taxes and the charges relating to the declared value.
- "delivery charges": the freight charges and all other costs.
- "signature not required" or "SNR": one or more parcels that do not require a signature of the consignee when delivered and left at the door of the right address with a picture on the proof of delivery.
- "guide" and "client guide": the present guide, as modified, revised and completed from time to time by Nationex.
- "waybill": any document, bill of lading, load manifest, computerized document, label or other similar shipping document used in the Nationex system.
- "we", "our" and "us": Nationex and its employees, agents and carriers, as well as its subsidiaries, their employees and agents.
- "you" and "your": the shipper, the consignee, as well as their agents, representatives and employees.
- "West of Canada": all provinces and territories located West of Ontario (excluding Ontario)

3. Qualified Acceptance of Shipments

Nationex reserves its rights to refuse a shipment if there is a risk of damaging the shipment or other shipments or material, delaying the delivery thereof, injuring someone, or putting someone in position of being injured or in position of injuring someone else or if the carriage thereof is prohibited by law or infringes any of the rules contained in the present guide. In such cases, Nationex reserves also its rights to interrupt and/or to stop the transportation of a shipment and/or to secure the shipment and return it to the shipper, the whole at the shipper's expense.

4. Freight Forwarders

A freight forwarder is any person, business corporation, partnership or any other entity which provides delivery services also supplied by Nationex, which is independent of Nationex. Freight forwarders are not agents of Nationex and Nationex shall have no contractual relationship with them, except for a shipping agreement. Any request for information concerning shipments initially sent through a freight forwarder shall be addressed to the freight forwarder. Nationex cannot assume any direct responsibility toward the clients of freight forwarders for the loss of a shipment, as the freight forwarder is considered to be the shipper in such a case.

5. Basic Service

Nationex offers, without guarantee, a specialized delivery service by land for most destinations in Canada. Some destinations are not served on a daily basis. To find out the delivery schedule to a specific destination, please go to "Estimate" and then "Estimate a transit time" in the [Client Zone of the website](#).

All shipments are delivered to the address of the consignee, not necessarily to the consignee personally.

The address label shall always include the complete address of the consignee including its postal code, apartment number and ringer code (if applicable). Parcels cannot be delivered to post office boxes, rural routes or postal codes alone. Nationex reserves its right to impose a surcharge per shipment for all delivery addressed to a rural route or all delivery addressed to a private residence.

If written instructions to this effect are sent via the Nationex shipping software (NatConnect 1-2 or website), via a contract with Nationex or any transport document, the shipment may be left at the destination point without the necessity of obtaining the signature of a person at the address of the consignee. Nationex will not accept to assume any liability concerning any note of clients wanting to obtain any additional proof of delivery such as the mark of a store stamp as well as signature of the consignee when a shipment is received. Nationex will not accept to do so and will not consider itself liable to respect any such demand.

Nationex commit to attempt the parcel delivery during normal office hours (8am to 5pm). Every special request concerning limited delivery time slot, delivery to alternate address, request for contacting the consignee or special delivery procedure is subject to a surcharge or a delay or the cancellation of the delivery.

If the shipment is addressed to a place where it has a courier delivery room or central receiving service, it can be delivered to this place.

Any person, other than the shipper, who makes a pick-up request shall hold a valid Nationex account number, which authorizes to bill the shipment; otherwise, the payment shall be collected in advance or billed to a valid account number of a shipper who authorized it. Any person asking for a "pick-up return" or a

"pick-up delivery" must accept to take possession of the shipment picked up and transported by Nationex at its demand notwithstanding the state and condition of the shipment. In the event of a breakage, Nationex offers protection for "pick-up return" and "pick-up delivery" shipments in the case of breakage only if the box is in good condition when the pick-up occurs.

Any shipment must normally be sent from the address of the Nationex holder's shipping account or be addressed to the address of the account. Special rules apply for any shipment that does not transit by the address of the account holder and additional fees are applicable. A shipper who benefits from a daily pick-up service must inform Nationex at least 24 hours in advance of any change in the pick-up schedule or the number of parcels to be transported (see clause 31 A).

A shipper who uses a computerized shipping system other than the Nationex system must send a computer file of the day's shipments to Nationex. This file must be in a form prescribed by Nationex.

6. Repeat Delivery Service

The repeat delivery service is a standard procedure with every delivery. If the consignee is absent on the first attempt to make a delivery, a second attempt will be done. A charge is added to the initial cost of the shipment. A notice of attempted delivery shall be left at the address of the consignee after each attempt. Each parcel which cannot be delivered in conformity with the instructions of the client after two (2) attempts shall be returned to the shipper, without any other notice, and a supplementary charge for the return delivery will be assessed equal to the original delivery charges, will be invoiced to the shipper. Upon specific request, a third attempt to deliver can be made but, in such a case, a supplementary charge equal to the second attempt, and not the first, will be charged.

7. Beyond Points

Depending on the final destination, special handling fees may apply. Visit the "Estimate" section in the [Client Zone of the website](#) or contact your Nationex representative in order to obtain more information. Nationex may change the fees to be charged and the destinations outside the usual service areas at any time, without prior notice.

8. Duration of the Service Agreement

The Service agreement shall remain in effect until the end date, shown in the pricing agreement sent by e-mail (and available on the website), after which it shall expire. Nationex reserves the right to modify the Service proposal and your rates at any time by giving a simple prior written notice of thirty (30) days. If there is no other commitment between the parties consigned in the Service agreement document being part of the present contract, either party may terminate this contract at any time by giving a thirty (30) days prior written notice to the other party.

9. Packaging and Labelling

Highway transport has its hazards and the public highways are not always in perfect condition. This is why Nationex cannot be held responsible for risks in the transport of glass, mirrors, crystal, pottery, ceramic, frames, marble, lighting bulb (ex. fluorescent tubes), bone china, stratified sheets, plastic buckets, automobile parts, perishable products (ex. food), computers and other objects of similar nature. Nationex does not assume the risk of defective, flawed or insufficient packaging. Nationex cannot ensure the absolute conformity to instructions for the positioning of packages as well as other instructions. Always use solid boxes in corrugated cardboard, whose flaps are intact and whose sides are undamaged. Do not use grey cardboard (soft) or packaging made of paper (such as envelopes). If you do so, it is at your own risks.

All shipments must be prepared and packaged by the shipper in a manner which allows them to be transported without danger and handled normally. The parcels are transported by truck and stored with other parcels. The merchandise must be packaged in solid and rigid containers. In addition, depending on the nature of the merchandise shipped, the internal structure of the packaging must be sufficiently rigid (ex: styrofoam or other protective padding) to protect the merchandise from shocks and unanticipated unknowns, which occur in normal handling of parcels during loading, unloading and transport by truck.

Each parcel must bear the names, addresses and postal codes of the shipper and the consignee indicated in a legible fashion with durable ink. It is strongly suggested but not obligatory to include the telephone number of the consignee.

Blood, urine and other liquid samples for diagnostic purposes shall not be accepted unless they are sent in a first leak proof container which is further enclosed in a second packaging that is also leak proof. An absorbent tissue, which is able to absorb all the content of the liquids, must be inserted between the two containers. If several initial containers are placed in a single second container, they shall be separately packaged in order to avoid any contact between them. The absorbent material, such as cotton, shall be capable of absorbing the entire contents of the first containers. It is up to the shippers to ensure that their shipments are leak proof. Nationex shall refuse to transport any container, which does not meet the minimum requirements indicated above.

Nationex can advise you on the type of packing, which is appropriate for shipping your merchandise. If needed, we will refer you to experts on that topic. The client will be responsible for all damages suffered by Nationex or any third party due to a deficient packaging.

10. Multiple-Parcel Shipment

A shipment that includes multiple parcels is a multiple-parcel shipment. Nationex can transport a limit of 99 parcels per waybill. An address label shall however be attached to each parcel of the shipment (see point 5 for which information to include on the label).

The shipper must ensure that Nationex will be able to measure and to weigh each parcel of a shipment separately.

Each parcel must have its own label so that its barcode can be read. To avoid problems with the equipment and conveyors and facilitate the optical reading, parcels of a same shipment must not be in bundled or wrapped, attached or glued together.

10.1 Deliveries and Pick-Ups to Upper Floors

If the delivery involves one flight of stairs (2nd floor or basement) and an elevator is not available (conditional that there are a maximum of 20 steps to go up or go down), a maximum of 6 boxes will be delivered per day for this destination. If the delivery involves more than one flight of stairs (i.e 3rd floor and above) and an elevator is not available, no deliveries will be done unless of an agreement between the parties.

This portion doesn't apply to SNR shipments.

11. Undeliverable Shipments

If a shipment cannot be delivered for any reason whatsoever, it shall be returned to the shipper 48 hours after the shipper gets informed. The costs of the return shipment shall be charged to the original shipper

and added to the initial costs unless the delivery of the parcel has been made impossible due to Nationex' negligence. The return related costs may include, without being limited to, the fees and taxes, the charges of different transport agents and storage costs if any.

12. Refund Guarantee

Nationex provides no refund in the event of delay in the delivery of shipments.

Nationex shall in no event be liable for any prejudice or direct or indirect damages, whether or not they are foreseeable, resulting from a delay in delivery. Nationex shall only be responsible for the amount of the freight charges originally agreed upon.

Certain restrictions shall limit the refund and the credit related to the delivery services:

- Nationex must receive the notice (in writing or by telephone) of the non-execution of a service within thirty (30) days of the billing date thereof. However, Nationex must receive full payment within ten (10) business days of billing for all shipments indicated on the account which have been done adequately as per Nationex. Clients shall produce with their payment the invoice numbers corresponding to their payment. In the event of litigation, the client must contact Nationex for explanation and credits if applicable.
- The notice shall contain the account number, if any, the waybill number or the client reference number, the shipment date and all the information concerning the consignee.
- The non-execution of a service shall be deemed to be null if Nationex is able to produce the proof of adequate delivery for the client: either the date and time of the delivery as well as the name of the person who signed upon the receipt of the shipment or the picture of the parcel delivered, or information which supports the existence of an exceptional situation indicating the non-execution of an adequate delivery due to circumstances as described under the heading "Exclusion of Liability".
- Nationex shall only grant a refund or credit per parcel. In the case of a multi-parcel shipment, if the non-execution of a service has occurred with respect to any parcel in the shipment, a refund or credit shall be granted for the fraction of the freight charges corresponding to this parcel.
- A refund or a credit shall not be granted for delays in delivery due to incorrect addresses, to the absence of the person authorized to accept the delivery of a shipment or to acknowledge the receipt thereof in writing, or for any other reason indicated under the heading "Exclusion of Liability". No refund nor credit shall be granted for delays in delivery due to the actions, errors or omissions of the shipper or the consignee.
- No refund nor credit shall be granted if incorrect reference numbers (which do not match) are assigned to the parcel or the shipment in question.
- No refund nor credit shall be granted for SNR parcels that were stolen/damaged after being delivered, and this, as long as the delivery notes were followed (in the event that they do not contravene the rules of this guide and/or are feasible and/or are not open for interpretation).

13. Business Days and Holidays

The "business days" expression designates weekdays from Monday to Friday, with the exception of Holidays or the day on which the official celebration of such Holidays takes place. The Holiday schedule is available on the [FAQ of the website](#).

14. Applicable Law

The present agreement shall be interpreted in accordance with the laws in force in the province of Quebec. The shipper agrees that any action, proceeding or suit in the courts by either party shall be brought only in the judicial district of Longueuil, Quebec, Canada. When the transport of a parcel is performed and

completed inside the same province, said parcel is submitted to this guide and to the provincial laws in force; these laws and guide regulate and, in most cases, limit the responsibility of Nationex in cases of losses, damages and tardiness of delivery.

15. Dimensional Weight

Nationex reserves the right to charge an additional freight charge according to the volume of shipments and parcels. The tariff based on the cubic volume shall be calculated per shipment or parcel in accordance with the billing method applicable to you. The delivery fees are based on a minimum density of 12.4 pounds per cubic foot (can vary depending on your agreement). The cubic volume shall be calculated by multiplying the length, height and width of a parcel and by dividing the result thus obtained by 1728 if the dimensions are in inches or 27 000 if they are in centimeters. We must then multiply by 12.4 to get the dimensional weight on which you will be charged. Example: Length x Width x Height / 1728 or 27,000 = volumetric weight then volumetric weight x 12.4.

If the dimensional weight is greater than the actual weight, additional costs are to be charged in accordance with the dimensional weight.

More information in the [FAQ of the Client Zone](#).

16. Maximum Size, Weight and Length

The maximum accepted size of a parcel is 16 cu. ft (cubic volume). The maximum weight of a parcel is 70 pounds and 66 pounds in the case of shipments going to the West of Canada as well as for certain shipping partners. Over that, Nationex reserves the right to refuse to deliver a parcel. Note that some heavier shipments may be subject to surcharges. Please refer to your rate agreement. The maximum length accepted by Nationex is 10ft (3.05 meters) or 4.16ft (1.27 meters) in the case of shipments in the West of Canada.

Nationex reserves the right to return at shipper's expense all parcels which do not meet any of the above criteria. Please ensure that the consignee has the proper facilities for receiving all classes of parcels. Charges shall be billed for additional work that is required when the delivery cannot be completed under normal conditions.

17. Heavy Shipment

For the purposes of this guide, a heavy shipment is a shipment weighing over one thousand (1 000) lb. Nationex may choose to make several partial deliveries to complete the delivery of a heavy shipment. The delivery of a heavy shipment may, if Nationex so chooses, be spread over two or more days and are subject to surcharges.

18. Non-Conveyable Parcels

The following parcels are non-conveyable, must be identified by the sticker of the same name supplied by Nationex, must be declared in your shipping system as "Non-Conveyable" and are subject to a surcharge:

- parcel where at least one of the dimensions (length, width, height) exceeds 35,99 inches (91,4 cm) or at least one of the two smallest dimensions exceeds 30 inches (76cm)
- parcel weighing more than 70 lb (32 Kg)
- parcel identified "non-conveyable"
- buckets/gallons
- dangerous goods identified "toxic/corrosive"
- bulk parcels (tires, display units, etc...)

- parcels wrapped in plastic or paper
- plastic or fabric bags
- parcels identified as “Fragile”
- parcels containing liquids

It is the responsibility of the person who ships to declare any non-conveyable parcel. Offenders are liable to penalties.

19. Dangerous Goods

Every shipment of dangerous goods shall be described in detail on the waybill and shall be identified in accordance with the Law and By-laws in force. The shipper shall without fail adequately identify dangerous goods on the waybills and on the parcels containing such goods and shall describe on the front thereof the exact nature of the goods. In the event of its failure to do so, the shipper shall indemnify Nationex for any loss, damage or delay resulting from such goods.

It is of the responsibility of the shipper and it is his duty to ensure that the shipment respects all the provisions of laws and by-laws in force and that what is shipped is correctly wrapped and that the whole is admissible for the purpose of being transported. Nationex doesn't assume any responsibility of any kind towards any person who can pretend having a right to ship. These shipments can be stored at the expense and risk of the shipper. Some classes of dangerous goods like explosives, radioactive materials, certain gases, organic peroxides and materials that are flammable when in contact with water are not accepted. For any questions concerning the products that Nationex can transport, please contact Nationex. All shipments of dangerous goods shall entail special handling charges. For the delivery of shipments of dangerous goods, an additional day for delivery may be necessary.

Dangerous goods transported by Nationex

N.B. Nationex doesn't transport any dangerous goods that requires an emergency intervention plan (P.1.U)

Class	Description	Notes
1.4S	Safety explosives	
2.1	Flammable gas	
2.2	Non-flammable compressed, gas, oxygen and oxidizer	
3	Flammable liquids	
4.1	Flammable solid	
4.2	Spontaneously combustible	
5.1	Oxidizer	
6.1	Toxic substances packing	
6.2	Infectious substances	Only when packing is marked TC-125-1A or TC 125-1B
8	Corrosive matters	
9	Miscellaneous products or substances	Except dangerous waste

More information in the [FAQ of the Client Zone](#).

20. Payment Conditions and Billing

The billing cycle is weekly. Payment shall be received by cheque or electronic transfer (EFT) (only methods of payments accepted) within ten (10) business days of the billing date, unless otherwise agreed by writing. Failure to pay on time results in a default by client that allows Nationex to demand immediate payment of any unpaid balance as well as interests at 14.4% per year.

All sums of money, including rates and tariff as well as any payment method are shown and must be made in Canadian currency.

20.1 Cessation of Service

After 30 days of payment delays or in the case of recurring delays, Nationex can cease service without any further notice or delay. In the event that a legal action is brought in order to recover unpaid accounts, the client shall pay an additional amount equivalent to twenty percent (20%) of the total amount of the unpaid accounts (including taxes) for extrajudicial fees and disbursements as well as interests at 14.4% per year on unpaid accounts, which shall begin to run from the date the account has been issued in the case of the unpaid accounts and from the date of the letter of demand for the other amounts.

21. Account Number

An account number is required for every shipment. The use of a valid Nationex account number enables Nationex to identify the shipper and to make sure that the volume of the transactions is correctly recorded in the Nationex system. The account number is not transferable. Any incorrect use of an account number may result in the closing of the account. The person, legal or physical, to whom an account number is assigned is the account holder and is responsible for paying all the amounts charged to this account. The account holder is responsible for its account number and shall only provide its number to those persons who are authorized to make shipments using and charging that account number. Every account holder shall be responsible for any unauthorized use of its account number.

22. Proof of Delivery

The proof of delivery of a shipment being the digitalized photocopy of the transport letter on which the consignee has signed upon reception of the shipment (conditional to the consignee being comfortable to sign) or the photo of the delivered parcel (in the case of SNR parcels), is available and can be obtained, free of charge, by the client at the [Nationex website](#).

At the request of the shipper, within two years following the shipment date, Nationex shall, at its option, provide a proof of delivery. It is accessible via the [Nationex website](#).

23. Frost Protection

Nationex offers a frost protection service for shipments consigned to it. An additional charge is required for each shipment, as described on your rate agreement. The request for frost protection must be indicated on the bill of lading when the shipper consigns the shipment for carriage to Nationex. You must identify your parcels for this service by attaching a special self-adhesive sticker near the consignee address.

Nationex may require the shipper to prove that the merchandise in the shipment was in good condition prior to its carriage by Nationex. The liability of Nationex is limited to the declared value of the shipment. The frost protection option does not confer any additional protection towards the declared value, which stays the same. Please refer to the heading “Declared Value and Limitation of Liability” for more details.

24. Claims

A claim by the shipper for breakage or loss shall reach Nationex, via the Client Zone of the website (section “Make a claim” in the [Contact us](#) section of the website) within fifteen (15) days of the delivery of the shipment to the consignee.

In the event of claims for concealed breakage which could not be detected at the time of delivery, the shipper or the consignee shall inform Nationex as soon as possible after discovering such breakage and, in any event, within a maximum period of five (5) days from the date of delivery. If more than five (5) days have

gone by between the date of delivery of the shipment to the consignee and the date of the receipt of the notice of breakage, the shipper or consignee shall be required to explain the reason why the breakage was not discovered earlier and why the notice was given late. The shipper or the consignee shall permit Nationex to take possession and inspect the merchandise and the packaging used for the transport as soon as possible after the discovery of the breakage before any claim can be processed by Nationex.

No claim will be accepted by Nationex when the consignee has received delivery of a shipment, has not indicated in writing that a breakage has occurred on the acknowledgement of delivery and has signed the declaration to the effect that the shipment was received in good order. Notwithstanding the above, if a claim and/or a request for information is filed with Nationex, the shipper and the consignee will have to provide Nationex with the original cardboard boxes and packaging for the purposes of verification, analysis and response by Nationex.

In the case of SNR deliveries, any parcel left at the door of the right address with a picture meets our standards of delivery. If these conditions are met, we disclaim any responsibility (theft, loss, etc.)

With respect to the time limit for requesting refunds or credit for freight charges in the case of a delayed delivery, please consult the heading “Refund Guarantee”.

In the event of non-delivery or mistaken delivery, Nationex must receive a claim request within sixty (60) days of its acceptance of the shipment for carriage.

The client may communicate with Nationex to notify us of its claim but shall not preserve its rights by doing so.

Any claim for an amount lower than \$10 won't be processed and will automatically be refused.

The supporting documents backing up any claim request shall reach Nationex within ninety (90) days of its receipt of the written pursuant to the above paragraphs. These documents must establish the value at the cost price of the merchandise for which the claim has been filed.

25. Address Correction

If we discover that the address of the consignee is incorrect or incomplete, we will send you an e-mail to let you know. The use of incorrect postal codes and old addresses for consignees who have moved are examples where addresses need to be corrected. You will have 48 business hours to make the address change on the Client Zone of our website, otherwise your parcel will be shipped back to you. An additional fee will be charged to the original transport charges. Refer to the document “Additional services and surcharges” for more details about the charge. Nationex shall not be responsible for any delay in delivery due to an incorrect address (see the heading “Undeliverable Shipments”). An address consisting only of a rural route and/or a town is considered to be incomplete. Nationex cannot make a delivery to a post office box.

26. Reassessing Weight

Nationex reserves the right to weigh or reassess the weight indicated on the waybill. The client acknowledges that charges are based on the weight as determined by Nationex and agrees to pay the amount so determined.

27. Rebilling and Corrections

Nationex reserves the right to verify each waybill in order to ensure the accuracy of the service and the indicated weight. If the type of service selected or the weight is incorrect, Nationex shall correct the waybill and adjust the invoice accordingly. The client shall be responsible for correctly filling out all the sections of the waybill. Since the number of parcels and the weight of the parcels are essential information for precise billing, any omission or incorrect information shall entail an implied billing based on our best estimate of the number of parcels received from the client and a standardized weight per parcel, determined and modified regularly by Nationex.

28. Collect Shipment

As is the case for any shipment, it is the client's responsibility to indicate the weight of each parcel shipped to a consignee who shall pay for the fees. In the absence of any indication of the actual weight for such shipments, Nationex will invoice based on a weight which is the higher of the actual weight of the parcel and a minimum of 25 lb per parcel. The shipper is responsible to put a valid account number for the shipment. If the account number is not valid, the shipment will be invoiced to the shipper.

29. Parcel Tracking

The parcel tracking service is offered on [Nationex's website](#). Please contact Nationex to get assistance.

You will need to have the following information handy:

- a) Your name, telephone number and Nationex account number so that you can be contacted once the information has been found; and,
- b) Waybill number (tracking number) or your reference number; or,
- c) Shipment date; and,
- d) Name, address and postal code of the consignee; and,
- e) Number of parcels shipped and total weight of the shipment.

30. Exclusion of Liability

A- Nationex shall not be responsible in any manner whatsoever for direct, fortuitous, particular or indirect damages related to transport, whether or not Nationex was aware that these damages could occur, resulting from the carriage which is the subject of the conditions of service contained in the present guide, except that in the event of a breakage or loss of the shipment Nationex could be asked to pay a maximum amount equal to the declared value (\$2500.00 max. per shipment) and the amount of the total delivery costs for the shipment. Nationex offers no protection for breakage, for "pick-up and return" and "pick-up and delivery" shipments and Nationex assumes no responsibility and accepts no liability whatsoever for these two types of shipment. Nationex is not responsible for losses caused by events beyond its control or losses in excess of the declared value. Such risks are the responsibility of the shipper who has the opportunity to obtain insurance against them with an insurance provider.

B- Nationex assumes no responsibility nor liability (and grants no refund nor credit whatsoever for the original shipment or the replacement order) in the event of loss and breakage not attributable to its own fault, caused by:

- a) The actions, the failure or the omission of the shipper, the consignee or any other party claiming a right over the shipment.
- b) The nature of the shipment, or any inherent defect, characteristic or vice of the said shipment;
- c) The infringement by the shipper or the consignee of any of the provisions contained in the present guide or in Nationex's waybill, including (but not limited to) the rules pertaining to packaging, the security of the packaging, the identification of "not conveyable" parcels, incorrect or insufficient labeling or indication of the address, or the failure to observe any of the rules concerning shipments which are acceptable under certain conditions only;

- d) The dangers of air, land or water transport, public enemies, public authorities acting with real or apparent authority on the premises, the rule of law, the actions or omissions of customs representatives or quarantine control services, riots, strikes or other local conflicts, civil disorder, risks due to a state of war or weather conditions;
- e) Changes made to Nationex’s service schedule following disruptions, at the local or national level, to air ground or water transport networks as a result of atmospheric phenomena, strikes, acts of war, or natural disasters. In such circumstances, Nationex undertakes to serve all its clientele by making every possible effort to transport and deliver the parcels to the consignees or designated addresses as fast as possible, given the particular circumstances;
- f) Any action or omission by any person other than a Nationex employee, including compliance with the verbal or written delivery instructions of the shipper or the consignee;
- g) Any situations causing breakage to merchandise packaged or sealed by the shipper, if the seal is intact at the time of delivery and if the parcel is preserved in its original form;
- h) Delays caused by government procedures or those of other regulatory agencies;
- i) The inability to provide a copy of the waybill;
- j) The freezing of the merchandise, unless frost protection was requested on the bill of lading when the shipment was consigned to Nationex and an additional charge was paid;
- k) The transport of fragile merchandise such as glass, crystal, pottery, ceramic, mirrors, frames, lighting bulb (ex. fluorescent tubes), marble, bone china, stratified sheets, plastic buckets, automobile parts, perishable products (ex. food or other animal merchandise), used computers and other objects of similar nature and the transport of inadequately packaged parcels;
- l) Nationex will not be liable for damage to a parcel weighing more than 70 lb, more than 8,0 feet long or with a volume higher than 7,0 cubic foot. Transportation of such a parcel will be at shipper’s risk;
- m) Payment default of the client;
- n) Paint containers without holding clip;
- o) Displays, stands;
- p) 4' x 8' (or more) sheet or board no matter its building material (metal, cork, plastic, plywood, gypsum, coroplast, plexiglass, etc.);
- q) Liquid leaks, if container and cap are intact;

31. Restrictions

A- Where the number of your shipments exceeds your daily average, we recommend that you contact Nationex no later than noon on the day of the pick-up to make specific arrangements and to determine the delivery schedule. In certain Canadian provinces, regulatory restrictions limit the maximum weight per parcel. In any event, Nationex shall refuse to transport a parcel whose weight is greater than 70 lb. (32 kg). Nationex will not grant the protection usually granted by the implied value by default or the protection that the shipper could be tempted to take by indicating a higher declared value using the Nationex Expedition System (NatConnect 1 or 2) or other means. For more information, please contact Nationex.

B- Nationex refuses to transport the following articles:

- Living animals and plants.
- Refrigerated food products.
- Incinerated or deterred, animal or human, corpses and remains.
- Prescription medications and drugs.
- Batteries containing acid or any other corrosive liquid.
- Money, including (but not limited to) cash, foreign exchange, paper money, coin and cashable stamps.
- Shares, bonds, negotiable instruments, or any other negotiable security equivalent to money.
- Tobacco products and alcohol.
- Any shipment which is likely to impede the operations or cause delays in equipment

- operation, material and/or personnel or other shipments.
- Any shipment which requires the carrier to obtain another transport permit.
- Any shipment prohibited by a law, statute or regulation of the province of origin, the province of destination, or any province through which the shipment may pass.
- Time sensitive documents (i.e. bids, contracts, proposals, tenders and others).

32. Routing

Nationex shall determine the routing of all shipments. Nationex may send any shipment to another carrier to accelerate and/or to complete the delivery thereof.

33. Fuel Surcharge

Nationex reserves its right to impose a fuel surcharge on all charges billed. In order to set the percentage of the surcharge, Nationex bases itself on the average retail sale price of diesel fuel (rounded up to the next higher number), taxes included, as weekly published by an independent third party. Nationex reserves its right to modify the reference independent third party if there is any difficulty or impossibility to obtain or to use the data for whatsoever reason. The surcharge is taxable and its percentage will be indicated distinctively at the bottom of your weekly billing in order for you to be able to identify the surcharge percentage used by Nationex, if any surcharge is imposed on you. The surcharge is applied on all charges billed, freight and others. The weekly fuel surcharge is available on the Client Zone of the Nationex website in the [FAQ section](#) as well as on the shipping software NatConnect 1-2.

34. Rates

The rates apply only to direct shipments originating from or destined for the shipper's address as contemplated in the Service agreement. Subject to contrary indication in the Service proposal, it is valid for only one point of service. The Service agreement and personalized rates are confidential and shall not be disclosed. The agreement reached between the parties, including the Service proposal and the rules of this guide, is not transferable. Those negotiated tariffs stated in the annual agreement service are prevailing over any other tariff list that could be in Nationex computerized shipping system (NatConnect 1-2) and on the [Client Zone of the website in the "Reports" section](#).

Pricing by weight: the rates offered by Nationex, particularly as contained in the Service agreement, are based on the number of weekly, monthly or annual shipments and the average weight rounded up to the next higher pound ("weight up to and including") per shipment which you have agreed to entrust to Nationex. If the number of shipments consigned to Nationex or the average weight per shipment is actually less than as agreed, Nationex may bill the shipper on the basis of the number of shipments or the average weight rounded up to the next higher pound ("weight up to and including") as stated in the Service proposal, regardless of the actual number of weekly shipments or the actual average weight per shipment.

Pricing by parcel: the rates offered by Nationex, particularly as contained in the Service proposal, are based on the total number of parcels per week and the average number of parcels per shipment which you have agreed to entrust to Nationex. If the number of parcels actually consigned to Nationex or the actual number of parcels per shipment is less than as agreed, Nationex may bill the shipper on the basis of the number of parcels or the average number of parcels per shipment as stated in the Service proposal, regardless of the actual total number per week or the actual average number of parcels per shipment.

35. Additional Insurance and Limitation of Liability

- a) The liability of Nationex is limited to the lesser of the following amounts:

- i. The cost value of the broken or lost merchandise. If the cost value cannot be defined, an amount representing 50% of the actual selling value will be used. Please note that the retail value cannot be used as the cost value.
- ii. An amount equivalent to \$2.00 / lbs per shipment (see “Special services and surcharges” document).
- iii. A maximum of \$250.00 per shipment
- b) If you need additional insurance, an additional charge will be billed (see “Special services and surcharges” document) by which the said declared value exceeds the implied declared value up to a maximum of \$2,500. The amount of additional required insurance must be entered when creating the shipment.
- c) In no event shall the liability of Nationex exceed the sum of two thousand five hundred Canadian dollars (\$2,500). The maximum limit of \$2,500.00 shall include all damage or prejudice, direct or indirect, accidental or contractual, foreseeable or unforeseeable.
- d) The following articles of extraordinary value shall be limited to a maximum declared value for the shipment of four hundred dollars (\$400.00):
 - Objects of art including (but not limited to) sketches, paintings, sculptures
 - Jewelry including (but not limited to) watches, gems and stones (precious, semi-precious, cut and uncut), industrial diamonds and fashion jewelry.
 - Precious metals including (but not limited to) bullion, dust, ore or deposits of gold, silver and platinum (unless the part is an integral component of electronic equipment).

36. Verification of Shipments

For security reasons or for other relevant reason, Nationex reserves the right to examine any shipment, including, but not limited to, the opening thereof.

37. Delivery Appointment

If a delivery appointment is necessary, some charges may apply. Nationex is responsible of scheduling the appointment. Any appointments not scheduled by Nationex, and which incurs charges due to cancellation, remain the responsibility of the client.

A surcharge for taking an appointment may apply. Charges for appointment may vary and are available upon request.

Available Supplies

Upon request, Nationex can provide you various useful supplies for your shipping with us. To order one or more articles, please connect to the Client Zone of the website and go to “Request for supplies” under “Contact us”.

<u>Products</u>	<u>Price</u>
Stickers	
Labels for thermal printers	No charge
"Non-conveyable"	No charge
"Keep from freezing"	No charge
<u>Other products</u>	
Waybills	No charge
Nationex plastic envelopes (12 in x 16 in)	0.25\$ / unit

N.B. Nationex reserves the right to control the quantities of supplies shipped.

This guide is as exhaustive as possible but there may be missing some information. If this is the case, please contact Nationex directly at www.nationex.com.

PARCEL
DELIVERY

ACROSS
THE COUNTRY

NATIONEX

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