

# Nationex

## Client's Guide

2022-23

Terms and conditions of service



# Nationex Client's guide 2022-23. Terms and conditions of service.

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## 1. 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' 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' 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' service.

## 2. Definitions

The following terms shall designate:

- “ *Regular client* ” : any client who, among other things, qualifies itself in order to open a commercial account with Nationex (sufficient weekly, monthly and annual shipments and billing).
- “ *Economax client* ” : the other clients of Nationex. 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. In order to obtain more information, please do communicate with Nationex.
- “ *parcel* ”: a merchandise entrusted to Nationex and properly wrapped for its handling, expedition or pick up and transportation.
- “ *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 ('pick up and distribution'); or,
  - at the premises of a third party which is not a client of Nationex in order to deliver:
    - to the client of Nationex ('pick up and return'); or,
    - to another third party who is not a client of Nationex ('pick-up and delivery').
- “ *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 costs* ”: the freight charges and all other costs.
- “ *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* ”, “ *us* ” and “ *our* ”: Nationex and its employees, agents and carriers, as well as its subsidiaries, their employees, agents and carriers.
- “ *you* ” and “ *your* ”: the shipper, the consignee, as well as their agents, representatives and employees.

All amounts of money including tariffs as well as all method of payment are and must be expressed in Canadian dollars.

### 3. 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.

### 4. 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.

### 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 contact Nationex or consult the Directory of Destinations available at the Nationex web site [www.nationex.com](http://www.nationex.com).

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. 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 a delivery requires waiting time, a surcharge may apply. If written instructions to this effect are sent via the Nationex shipping software (NAT\_connect) or via any transport document and received by Nationex from the shipper, 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. Nationex will not accept to do so and will not consider itself liable to respect any such demand. 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.

Nationex commit to attempt the parcel delivery during normal office hours (8.00 AM to 5.00 PM). 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 the cancellation of the delivery.

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

Any person asking a 'pick up and return' or a "pick-up and delivery" of a shipment (which are, by definition, at the premises of a third party which is not a client of Nationex) 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 no protection and does not assume any responsibility nor liability, of any nature whatsoever, for "Pick up and return" and "Pick-up and delivery" shipments.

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 give Nationex advance notice of any change in the pick-up schedule or the number of parcels to be transported (Re: Clause 34, Paragraph a).

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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. In the event that Nationex does not receive such a file in a timely fashion, Nationex will invoice the shipper for an additional amount of \$0.50 per shipment for all shipments that will require manual printing of delivery bills by Nationex.

#### **5.1 "Nat\_flex" service type.**

Shipments done via a « Nat\_flex » account are subject to different transit times. Transit times may be up to 4 more days than the standard transit times. « Nat\_flex » shipments are not subject to residential and / or absent consignee charges.

#### **6. Beyond Points**

Depending on the final destination, special handling fees may apply. Visit our web site at: [www.nationex.com](http://www.nationex.com) or contact your Nationex representative in order to obtain more information (ex. surcharges, destinations, etc.). Nationex may change the fees to be charged and the destinations outside the usual service areas at any time, without prior notice.

#### **7. Business Days and Holidays**

The expression "business days" designates weekdays from Monday to Friday, with the exception of holidays or the day on which the official celebration of such holidays takes place. Please contact Nationex to obtain more details on the delivery schedules, which are subject to change due to provincial holidays.

#### **8. Claims**

A claim by the shipper or the consignee for late delivery, breakage or loss shall reach Nationex, by a written notice, within fifteen (15) days of the delivery of the shipment to the consignee. 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 written 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. The supporting documents backing up any claim request shall reach Nationex within ninety (90) days of its receipt of the written notice pursuant to the above mentioned paragraphs. These documents must establish the value at the cost price of the merchandise for which the claim has been filed.

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 event of claims for concealed breakage which could not be detected at the time of delivery, the shipper or the consignee shall inform Nationex in writing as soon as possible after discovering such breakage and, in any event, within a maximum time 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 the notice was given late. The shipper or the consignee shall permit Nationex to take possession and inspect the merchandise and the packaging as soon as possible after the discovery of the breakage.

## 9. Correction of the Address

If it is discovered that the address of the consignee is incorrect or incomplete, Nationex shall attempt to determine the correct address and complete the delivery as quickly as possible. The use of post office box numbers, incorrect postal codes and old addresses for consignees who have moved are examples where addresses can be corrected. 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. If determining the address and /or reaching the consignee prove to be impossible, steps shall be taken with the shipper to correct the address or obtain authorization to return the shipment to it. 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.

## 10. 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 shall be relieved of liability toward any person who might claim a right over this shipment. These shipments can be stored at the expense and risk of the shipper.

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.

Before 10:30 a.m. service is not available for the delivery of dangerous goods.

### Dangerous goods transported by Nationex

Class	Description	Remark
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

## 11. 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.
- iii. A maximum of 250.00\$ per shipment.

b) In no event shall the liability of Nationex exceed the sum of two thousand five hundred Canadian dollars (\$2,500) per shipment. The maximum limit of \$2,500.00 shall include any and all damage or prejudice, direct or indirect, accidental or contractual, foreseeable or unforeseeable.

c) If you need additional insurance an additional charge will be billed (see document "special services and additional charges" for rates) 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 into the shipping software when creating the shipment.

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).

## 12. 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 minimum density shall be 10 lb /cu. ft (15 lb/cu. ft. for an air shipment). The dimensional weight is obtained by multiplying the cubic volume by the density of 10 lb/cu. ft. (15 lb/cu. ft. for an air shipment). 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. If the dimensional weight is greater than the actual weight, additional costs are to be charged in accordance with the dimensional weight.

## 13. 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. Over 70 lbs, Nationex reserves the right to refuse to deliver a parcel. The maximum length accepted by Nationex is 10ft (3.05 meters). Parcels of 100 inches or more are subject to a surcharge. 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.

## 14. Duration of the Service Agreement

The Service agreement shall remain in effect until February 28th of the following year, 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.

## 15. Heavy Shipment

For the purposes of this guide, a heavy shipment is a shipment weighing in excess of 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.

## 16. Non-conveyable Parcels

The following parcels are non-conveyable and are subject to a surcharge:

- parcel where at least one of the dimensions (length, width, height) exceeds 35,9 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 with plastic or paper
- plastic or fabric bags

## 17. Cash-on-delivery (C.O.D.)

When the shipper wants to use this perception service to collect payment on delivery of a shipment, it authorizes Nationex to receive:

- a non-certified or certified cheque, Bank Order document in the name of the shipper;
- a postal money order issued by Canada Post;
- cash;

All cheques and money orders must be completed in the name of the shipper. All cheques must be drawn on a Canadian financial institution. All cheques can be antedated for a maximum of three (3) months from the date of the C.O.D. delivery unless the client of Nationex gives contrary written instructions to Nationex through Nationex computerized shipping system (SEN/NSS) or through a transport letter. Nationex is not authorized to accept post-dated cheques unless the client of Nationex gives written instructions to Nationex to that effect through Nationex computerized shipping system (SEN/NSS) or through a transport letter. Nationex assumes no responsibility for ensuring the genuineness of a document purporting to be a cheque, post-dated cheque, antedated cheque or postal money order and assumes no liability in the event that the document received by Nationex for payment does not correspond to the description given by the consignee. Nationex makes no representation regarding the validity of the cheque, post-dated cheque antedated cheque or postal money order received and assumes no liability in the event that the cheque, post-dated cheque, antedated cheque or postal money order is not honored. Nationex assumes no responsibility in case of a loss or theft of any documents such as a cheque, money order or any document issued by a banking institution. The customer must contact his banking institution and his client to make proper arrangements. Even if Nationex acts diligently and with celerity, Nationex assumes no responsibility in the case of unexplained disappearance and/or theft of amounts collected over five hundred (\$500.00) dollars per requisition of C.O.D. delivery. Nationex cannot collect more than (\$1000.00) cash per delivery. The amount to collect is not necessarily the declared value of the shipment as the shipper can require to collect an amount greater or smaller than the declared value of the shipment. The declared value of the shipment is independent from the amount to be paid on delivery of the shipment and the client of Nationex must specify it. The declared value concerns the shipment and not the payment of the shipment. Some perception methods (cash, cheque, etc.) may not be available in all area.

Additional fees will be charged for the service. Please contact Nationex for more details.

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## 18. Exclusion of Liability

A-Nationex shall not be responsible in any manner whatsoever for direct, fortuitous, particular or indirect damages, 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 shipment 'pick up and return' and shipment 'pick-up and delivery' 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. The shipper must communicate with its insurance agent or broker if it wishes to obtain such protection. Nationex provides NO insurance coverage.

B- Nationex assumes no responsibility nor liability (and grants no refund or 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' 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 atmospheric conditions.
- e) Changes made to Nationex' service schedule following disruptions, at the local or national level, to air or land 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 picture frames, mirrors, crystal, pottery, ceramic, marble, lighting bulb (ex. fluorescent tubes), bone china, stratified sheets, plastic buckets, automobile parts, perishable products (ex. food), 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 client.
- n) Paint containers without holding clip.
- o) Display, stand.

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p) 4' x 8' (or more) sheet or board no matter its building material (metal, cork, plastic, plywood, gypsum, etc.).

q) Liquid leaks, if container and cap are intact.

C-Nationex shall not be in default in the collection of the payment for the merchandise of a shipment delivered, shall not be liable for any amount whatsoever for the payment of the merchandise of a shipment delivered, shall assume no liability and shall grant no refund or credit whatsoever, if:

a)The shipper failed to mark on its bill of lading, when the shipment was consigned to Nationex for delivery, that the shipment was meant to be payable on delivery. The shipper failed to enter its requisition for service or to correctly enter it in the Nationex shipping system (SEN/NSS), data of which has to be transmitted to Nationex with other prerequisite information.

b)The expression "cash" or "money order" does not appear on the waybill, for any reason whatsoever, when the shipper wishes the payment to be made in this manner only. If this mention does not appear, Nationex will be allowed to collect any kind of payment (See clause 15);

c)The claim by the shipper for an uncollected payment of a shipment delivered reaches Nationex more than thirty (30) calendar days after the delivery of the shipment to the consignee.

d)The method of payment given by the consignee is not in compliance with the Law or is not honored by a financial institution upon presentation for payment.

e)The shipper has failed to pay the extra costs associated with this service.

## 19. Express Delivery Services

Nationex offers a guaranteed express delivery service to certain destinations only, namely, the Before 10:30 a.m. Additional fees per parcel or shipment will be charged for this service. Please, contact Nationex to obtain more details. Nationex may change the destinations for this service or cease to offer such service at any time. A surcharge applies. You must identify your parcels for this service by attaching a special self-adhesive sticker near the consignee's address. Your bill of lading must mention the service requested. You can obtain the self-adhesive stickers by contacting Nationex. Dangerous goods are not accepted for the guaranteed express delivery service. Please note that 10:30 deliveries cannot be consolidated.

## 20. 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 provide any assistance to the client in these situations and cannot assume any direct responsibility toward the client for the loss of a shipment, as the freight forwarder is considered to be the shipper in such a case.

## 21. 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.

## **22. 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 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 secure website of Nationex and also on the NAT\_connect shipping software.

## **23. Multiple-Parcels Shipment**

Nationex accepts multiple-parcels shipments for all its Canadian destinations. There is a limit of 99 parcels per waybill. An address label shall however be attached to each parcel of the shipment. The name, address and postal code of the consignee shall also be clearly visible on the label. Certain restrictions in weight and number of parcels apply to fast delivery services. Please contact Nationex to ensure that your parcels may reach their destination on time. The shipper must ensure that Nationex will be able to measure and to weigh each parcel of a shipment separately. Each parcel must have a bar code affixed on a sticker so Nationex can read it. In order to save problems with the equipment and conveyors and facilitate the optical reading, parcels of a same shipment must not be in bundle or wrapped, attached or glued together.

### **23.1 Deliveries and pick-up to upper floors**

If the delivery involves one flight of stairs (i.e 2nd floor or basement) and an elevator is not available then a maximum of 6 boxes will be delivered per day. If the delivery involves more than one flight of stairs ( i.e 3rd floor and over ) and an elevator is not available, no deliveries will be done unless a agreement between the parties.

## **24. Packaging and Labeling**

Highway transport has its hazards and the public highways are not always in perfect condition. This is why Nationex cannot be held responsible in the transport of glass, mirrors, crystal, pottery, ceramic, picture frames, marble, lighting bulb (ex. fluorescent tubes), bone china, stratified sheets, plastic buckets, automobile parts, perishable products (ex. food), used computers and other objects of similar nature. Nationex does not assume the risk of defective 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, which is soft and breaks up easily or an envelope or packaging made of paper. 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 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 shall 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. We can advise you on the type of packing, which is appropriate for shipping your merchandise. The client will be responsible for all damages suffered by Nationex or any third party due to a deficient packaging.

## **25. Parcel Tracking**

The parcel tracing service is offered through the web site of Nationex: [www.nationex.com](http://www.nationex.com).

An assistance service is to be offered to those clients requesting it. Some fees may apply. Please contact your Nationex branch in order to obtain the assistance of a tracing specialist. In order to request this service, you must have the following information at hand at the time of your call:

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

## **26. Payment Conditions and Billing**

The billing cycle is weekly. Payment shall be received 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, and to 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.

## **27. 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.

## **28. 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 including computerized rates is confidential and shall not be disclosed. The agreement reached between the parties, including the Service proposal, 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 (SEN/NSS).

**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.

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### 29. 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 it agrees to pay the amount so determined.

### 30. 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 account accordingly.

Implied billing: 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.

### 31. Collect shipment

As is the case for any shipment, it is the client's responsibility to indicate the weight of each parcel shipped "collect". In the absence of any indication of the actual weight, 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.

### 32. Refund Guarantee

Nationex provides no guarantee of a refund in the event of delay in the delivery of shipments. In the case of our express delivery service, "Before 10:30 a.m." Nationex may choose to refund or credit the additional costs related to these services following a claim request, if the shipment is delivered 15 minutes or more after the specified delivery time. 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 express 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. Clients shall produce with their payment the account numbers corresponding to their payment.
- 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, within 30 days of the notice, Nationex is able to produce to the client proof of adequate delivery: 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 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 in no manner whatsoever be obligated to answer within 30 days if the notice has not reached it within 30 days of the billing date in the case of shipments which have been billed by Nationex, or within 30 days from the date of the shipment in the case of shipments paid in cash or by credit card.
- 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 acknowledge the receipt thereof in writing, or for any other reason indicated under the heading Exclusion of Liability. No refund or credit shall be granted for delays in delivery due to the actions, errors or omissions of the shipper or the consignee.

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- The guarantee shall not apply to correction requests due to billing errors.
- No refund or credit shall be granted to clients using Nationex' automated services if incorrect reference numbers (which do not match) are assigned to the parcel or the shipment in question.

### **33. Repeat Delivery Service**

The repeat delivery service is a standard procedure with every delivery. If the consignee is absent, a charge is added to the initial cost of the shipment. Charges may apply. A notice of attempted delivery shall be left at the address of the consignee after each attempt. However, for a C.O.D. shipment, supplementary delivery charges apply if, on the first attempt to deliver the shipment, the consignee does not have the exact sum of money or a cheque for Nationex. The supplementary delivery charge shall be assessed in conformity with the client's price agreement. 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 charge.

Upon specific request, a third attempt to deliver can be made but, in such a case, a supplementary charge equal to the original delivery charge will be charged.

### **34. Restrictions**

- a) Where the number of your shipments exceeds your daily average, we recommend that you contact Nationex no later than 12:00 noon on the day of the pick-up in order 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 100 lb. (45 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 ("SEN") or other means.
- b) Nationex refuses to transport the following articles:
  - Living animals and plants, including cut flowers.
  - Perishable 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.
  - Gambling tools, lottery tickets, tobacco products and alcohol.
  - Any shipment which is likely to impede or cause delays in equipment operation, or to impede personnel or delay 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)

### **35. 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.

### 36. Undeliverable Shipments

If a shipment cannot be delivered for any reason whatsoever, it shall be returned to the shipper.

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.

### 37. Verification of Shipments

Nationex reserves the right to examine any shipment, including, but not limited to, the opening thereof.

### 38. 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, is available and can be obtained, free of charge, by the client at the Nationex web site: [www.nationex.com](http://www.nationex.com)

At the request of the shipper, within two years following the shipment date, Nationex shall, at its option, provide a photocopy of the waybill or information on the delivery entered electronically in the Nationex system. Search fees will be charged: three dollars (\$3.00) per proof of delivery. Please contact Nationex in order to get more details on the subject.

### 39. 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. Charges for appointment may vary and are available upon request.

### Available Supplies

Upon request, Nationex can provide you various useful supplies for your shipping. To order one or more articles, please call 514-861-3453 or toll free 1-866-999-7737.

### Products

### Price

#### Labels

Labels for thermal printers	No charge
"Before 10h30"	No charge
"Non-conveyable"	No charge
"Keep from freezing"	No charge

#### Other products

Waybills	No charge
Clear plastic pouches (NAT_connect, NAT_clik)	No charge
Nationex plastic envelopes (12" X 16")	0.25\$ / each

*N.B. Nationex reserves the right to control the quantities ordered.*

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# Nationex

Since 1980

For more information, visit [nationex.com](http://nationex.com)

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