

Application of Terms and Conditions

All products and services provided by AES Express Delivery ("AES"), including those provided through agents or subcontractors, are subject to and governed by these Terms and Conditions and the terms and conditions set out on the Bill of Lading, and will be billed in accordance with these Terms and Conditions.

Definitions:

"*Shipping & Assessorial Charges*" means those specialized services, administrative and shipping charges that may be applied in addition to a Product Rate in respect to a Shipment.

"*Bill of Lading*" means any shipping document, label, waybill, manifest or similar instrument used by AES in the provision of its products and services.

"*Customer*" means a person, entity, partnership or organization that is party to a Delivery Services Agreement or has otherwise set up an account with AES for billing purposes.

"*Package*" means any single package, piece, or container accepted by AES for delivery.

"*Product Rate*" means, in respect to a Shipment, the rate charged by AES to a Customer based on the Customer's selected product requirements but excludes all Additional Charges in respect to such Shipment.

"*Receiver*" or "*Consignee*" means the party to whom a Shipment is addressed.

"*Shipment*" means one or more Packages sent on the same date and at the same time from one Shipper to one Receiver at one address under a single Bill of Lading.

"*Shipper*" means the party tendering a Shipment to AES for delivery.

Dangerous Goods

AES will accept certain Dangerous Goods for transportation provided that they are properly marked, labeled and packaged to ensure safe transportation in accordance with all applicable legislation, including, without limitation, the *Transportation of Dangerous Goods Act* and the Regulations there under and the Technical Instructions published by the International Civil Aviation Organization. Class 1 (except 1.4S and 1.4G), Class 6.2, Class 7 (unless it is declared as an excepted package), and Class 9 – Industrial waste will not be accepted for transport. Shipments moving under the Regulations of the Transportation of Dangerous Goods Act or Title 49 will be subject to a \$15.00 surcharge per shipment. The Shipper must also indicate whether the Shipment has been prepared for transportation by air or ground.

Shipping and Assessorial Charges

Proof of Delivery

Unless otherwise set out herein, AES will provide online delivery details as Proof of Delivery (POD), where available, to Customers at no charge. Delivery details may be obtained: from the following e-mail address: dispatch@aesexpressdelivery.com; through AES's Online Services found on the following website: www.aesexpressdelivery.com, or by calling 905-670-2000. An additional charge of \$5.00 will be applied if Customer requests and is provided with a hard copy.

Waiting Time

Drivers will allow for 15 minutes on pick-up and/or delivery of any shipment. If additional time is required, an additional charge will be applied in the amount of \$15.00 per 15 minutes. If the pick-up/delivery is through use of a Trailer additional time will be charged at \$20.00 per 15 minutes.

After Hours Delivery

After Hours service is available upon request. Shipments that require delivery beyond our regular hours of 8:00 AM to 6:00 PM will be subject to an additional \$100.00 surcharge and Rush rates will apply.

Re-Delivery

In the event that re-delivery is required, an additional charge of 100% of original delivery charge will be applied.

Tailgate Charge

Where tailgate is required, the following charges will be applied: \$10.00/skid – Maximum Charge \$90.00 unless noted otherwise.

Tendering Shipments to AES

Customer Representation and Warranty

The Customer represents and warrants that the Shipment will be properly described on the Bill of Lading and any accompanying documentation and the Customer further warrants that the Shipment:

1. Will be acceptable for transport;
2. Will be accurately described on the Bill of Lading and any accompanying documentation; and
3. Will be properly marked, addressed and packaged to ensure safe transportation in accordance with AES's ordinary care in handling and in accordance with all applicable legislation, including without limitation, the Transportation of Dangerous Goods Act and the Regulations thereto and the Technical Instructions published by the International Civil Aviation Organization.

Proper Labeling

Each Shipment or Package must display a properly secured and completed address label, as follows:

1. The address label must display the Shipper's and Receiver's full addresses including postal code and phone number with area code. In addition to the above information, the address label must contain the following:
 - a) Customer account number (if applicable)
 - b) Billing instructions
 - c) Number of Packages
 - d) Shipment weight
 - e) Declared value (for AES liability purposes)
 - f) Date and signature
2. The address label must be securely fastened to the top of each Shipment or Package. String or wire tags are not acceptable.
3. Improper labeling may result in the Shipment being delayed or lost. It is strongly recommended that a duplicate label be attached to an inner flap of each Shipment or Package;
4. Labels should not be wrinkled, creased, folded or placed on the Shipment in a manner that may make them difficult to read (e.g., on box corners or uneven surfaces or seams);
5. All previous delivery address labels and markings must be covered or removed;
6. A Shipment consisting of more than one Package must have each Package individually numbered. If a Shipment consists of three Packages, for example, the Packages would be marked 1 of 3, 2 of 3 and 3 of 3. This numbering of Packages is in addition to the requirement that each Package of the Shipment displays a unique identity and full delivery address;
7. Orientation "up" arrows must be located on either both sides or ends of Shipments containing liquids or fragile items;
8. Liquid packs must be labeled "LIQUID". Glass or ceramic products must be labeled "GLASS";
9. Items weighing in excess of 70 lbs must be labeled as "Heavyweight"

Right of Inspection

AES reserves the right to open and inspect any Shipment tendered for transportation.

Right to Reweigh Shipments

AES reserves the right to reweigh Shipments, notwithstanding that a weight has been declared on the Bill of Lading. Reweighing is done on government-approved scales. In the event that the Customer fails to declare a weight on the Bill of Lading and AES does not reweigh the Shipment, AES reserves the right to ascribe to any such

Shipment an average Shipment weight. The Customer acknowledges that charges based on the weight determined or ascribed by AES shall be levied and Customer agrees to pay same. Dimensional Weight = 10lbs/CF

Right to Use Agents and Subcontractors

AES reserves the right to use agents and subcontractors in the performance of its services. Any exercise by AES of this right shall in no way affect the maximum liability of AES stated in these Terms and Conditions (see "Maximum Liability"). Where agents or subcontractors are used, more restrictive size and weight limitations than those set out herein may apply. Where the consignee provides labour for off loading a vehicle and subsequently invoices the delivering carrier for this service, the carrier will charge \$0.25 per piece (Minimum Charge \$37.50 | Maximum Charge \$150.00) to the shipper. Carrier shall have no liability for consignee unloading labour expenses.

Billing & Payment

Non-Account Customers shall pay for delivery services at the time services are requested or, if AES invoices Customer, in accordance with the terms of the applicable invoice. Account Customers shall pay for delivery services within 30 days from the date of invoice or in accordance with their Delivery Services Agreement. In the event the Customer fails to pay an invoice in full, when due, interest may be charged at the rate of 1.5% per month (with an effective rate of 19.6% per annum), on all outstanding amounts. This is in addition to any other legal rights and remedies available to AES.

Liability of AES

Maximum Liability

THE AMOUNT OF ANY LOSS OR DAMAGE FOR WHICH AES MAY BE LIABLE, WHETHER OR NOT THE LOSS OR DAMAGE RESULTS FROM NEGLIGENCE, GROSS NEGLIGENCE OR A FAILURE TO PERFORM THE CONTRACT, SHALL NOT EXCEED CDN \$2.00 PER POUND COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT. THE AMOUNT OF ANY LOSS OR DAMAGE FOR INADEQUATELY PACKAGED GOODS, TRADE SHOW ARTICLES, CASES, AND PERSONAL EFFECTS SHALL NOT EXCEED CDN \$0.10 PER POUND COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT. THE MAXIMUM VALUE THAT MAY BE DECLARED (FOR AES LIABILITY PURPOSES) IN RESPECT TO ANY SHIPMENT IS CDN \$5000.00. THE PORTION OF ANY DECLARED VALUE IN EXCESS OF CDN \$5000.00 IS VOID AND OF NO FORCE OR EFFECT. OTHER LIMITATIONS ON LIABILITY MAY APPLY IF THE SHIPMENT IS GOVERNED BY THE CONVENTION.

THE CUSTOMER AGREES AS A SPECIAL AGREEMENT WITH RESPECT TO ALL SHIPMENTS THAT, REGARDLESS OF WHETHER OR NOT THE CONVENTION APPLIES AND NOTWITHSTANDING ANY DISCLOSURE OF THE NATURE OR VALUE OF THE GOODS, THE AMOUNT OF ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF EARNINGS OR PROFITS, RESULTING IN ANY MANNER, WHETHER OR NOT FROM NEGLIGENCE OR GROSS NEGLIGENCE, FROM LOSS OR FOR DAMAGE TO THE GOODS AND/OR MISDELIVERY, FAILURE TO DELIVER OR DELAY IN DELIVERY OF THE GOODS, FOR WHICH AES MAY BE LIABLE TO THE CUSTOMER/SHIPPER, OWNER, RECEIVER AND/OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE MAXIMUM LIABILITY OF AES SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL AES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES.

Claims

Claims and Refunds

Rates of AES are based on no carrier liability for cargo claims \$50.00 and under. To obtain a refund or credit where applicable in accordance with AES, Customers should call the telephone number on their invoice and be ready to provide their Bill of Lading number. AES must receive requests for refunds in respect to delivery within 5 calendar days after acceptance of the Shipment for carriage, failing which the request for refund shall be void.

All claims must be submitted in writing with the Bill of Lading number and supporting documentation to:

AES Express Delivery - Claims Department
3133 Orlando Drive Mississauga ON L4V 1C5
e-mail: info@aesexpressdelivery.com
Facsimile: 905.670.5655

Call 905.670.2000 for further information on the options available for filing a claim and the supporting documentation required.