

TERMS AND CONDITIONS

These terms and conditions are all the terms of the contract between you, the sender of the shipment, and us, Pak Express.

TERMS OF PAYMENT

Payment for any service rendered must be made within fifteen (15) days upon receipt of invoice. Invoicing will be sent on a weekly basis with detailed summary information. It is agreed that courier charges will not be withheld because of any dispute with claim.

DELIVERY STANDARDS

Shipments cannot be delivered to PO Boxes. Shipments are delivered to the receiver's address given by you but not necessarily to the named receiver personally. Shipments to addresses with a central receiving area will be delivered to that area.

CUSTOMS CLEARANCE

You authorize us (but we are under no obligation) to complete on your behalf any documents required to comply with applicable laws and regulations, and to act as your forwarding agent for customs and export control purposes.

APPLICABLE LAW

Every service to be performed hereunder shall be subject to the laws relating to the terms and conditions to be contained in bills of lading (which are hereby incorporated by reference) applicable at the place where the goods originate which if Newfoundland, Nova Scotia, New Brunswick and British Columbia. The regulations made pursuant to the Motor Carrier Act or each province, Quebec form R.T. 200 approved by the Quebec Transportation Board on August 5, 1965, Ontario the public Commercial Vehicles Act and Regulations thereto, Manitoba, the Highway Traffic Act and regulations thereto; and in accordance with the rules and regulations published in the carriers tariff of tolls in effect on the date hereof to which the shipper assents and as evidence thereof accepts this receipt.

LIMITATION OF LIABILITY

The nature of the carrier's business is such that I cannot guarantee or be financially responsible for the consequences of loss of goods or failure to deliver by a stipulated date or time. In not even (including, but not limited to fundamental breach of contract, breach of fundamental term of contract and the negligence or gross negligence of the carrier, it's employees or agents and whether arising from miss delivery, failure to deliver or delay in delivery) shall the carrier be liable whether as the suit of the party or parties contracting directly with the carrier or at the suit of any third party, and whether in contract, tort or otherwise, for the indirect or consequential damages or for damages for loss or use or for loss, of earnings or profits. Carrier's liability for any loss, damage or injury to a shipment shall not exceed the lesser of \$2.00 per pound or \$50.00 unless a higher value is declared on the face of the bill of lading by the consignor and an additional transportation charge is paid to the carrier. The carrier shall not be required to accept any shipment with a declared value in excess of \$500.00.

COLLECT CHARGES

All freight charges are to be prepaid or guaranteed fully by the consignor if charges are to be collect.

NOTICE OF CLAIM

A) No carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting our particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within forty five (45) days after the delivery, within nine (9) months from the date of shipment.

B) The final statement of the claim must be filed within nine (9) months for the date of shipment together with a copy of the paid freight bill.