

## CONDITIONS OF TRANSPORT

TurnAround Couriers Inc (“TC”) agrees to transport the package from and to the addresses requested by the shipper (the “Customer”), subject to the following terms and conditions:

1. TC agrees that it is responsible for the Package while it is in its possession or custody, or that of its agents. It shall ensure that the Package arrives on time (depending on the level of service ordered by the Customer) and intact at the destination address. TC agrees that, subject to clauses 2, 3 and 4 below, it shall be liable to the Customer for any direct loss or damage sustained by the Customer as a result of the negligence or breach of contractual duty of either itself or its agents.
2. The amount of any loss or damage for which TC may be liable pursuant to clause 1 shall not in any event exceed \$50.
3. For the avoidance of doubt, TC shall not be liable to the Customer for any consequential, indirect or other special loss or damage caused as a result of any negligence or breach of its obligations under clause 1. The loss referred to in this clause shall include, without restriction, loss of interest and loss of utility.
4. TC shall not be liable to the Customer for any loss or damage incurred by the Customer due to the breach by TC of its obligations under clause 1, where such breach is occasioned by circumstances beyond the reasonable control of TC and its agents, such circumstances to include, without restriction, Acts of God and power failures.
5. Any claim by the Customer under clause 1 shall be made in writing to TC within 28 days of the pick-up date of the Package.
6. The following terms and conditions in this clause 6 will apply only to deliveries requiring the use of cars, vans or trucks, where TurnAround Couriers uses its partner firm Atripco Delivery Service (“Atripco”) to perform the delivery for the Customer:
  - **Waiting Time:** Waiting time, which is not incurred due to the negligence, fault or disability of Atripco, will be charged at \$29.72 per hour or part thereof for a car, \$51.80 per hour or part thereof for a van and \$59.50 per hour or part thereof for a straight truck and tractor.
  - **Fuel Surcharge:** For each \$.01 increase in the per litre price of unleaded gasoline over \$.93, there will be a \$.021 fuel surcharge for *Courier Service / Next Business Day Delivery*, and a \$.038 fuel surcharge for *Emergency / Rush / Same Day Delivery Service* added to each delivery transaction. **Fuel Surcharge – Straight Truck:** For each \$.01 increase in the per litre price of diesel fuel over \$.85 there will be a \$.364 fuel surcharge added to each delivery transaction. The price of fuel will be monitored on the Ontario Ministry of Energy website and will be adjusted up or down on a weekly basis, within the GTA.

7. These conditions of transport shall be governed by and construed in all respects with the laws of the Province of Ontario and any dispute arising out of or in connection with the conditions of transport shall be submitted to the jurisdiction of the Ontario courts.