

The Customer agrees to the following Terms and Conditions which form part of the Agreement for Courier Services.

1. TERMS AND CONDITIONS OF CARRIAGE

Services to be performed hereunder by the Carrier shall be subject to the Specified Conditions of Carriage contained in the applicable Provincial Motor Carrier Legislation and regulations thereto which are hereby incorporated by reference and to the terms and conditions.

2. VALUATION

Subject to article 4, the amount of any loss or damage for which the Carrier is liable, whether or not the loss or damage results from negligence, shall be computed on the basis of:

- (a) The value of the goods at the place and time of shipment including the freight and other charges if paid; or
- (b) Where a value lower than that referred to in paragraph (a) has been represented in writing by the Customer or has been agreed upon, such lower value shall be the maximum liability.

3. CARGO LIABILITY

3.1 The amount of any loss or damage computed under paragraph (a) or (b) of article 3, shall not exceed \$2.00 per lb. (computed on the total weight of the shipment), occurring while the shipments are in the possession or under the control of the Carrier or resulting from the Carrier's performance of or failure to properly perform the transportation services provided for in this Agreement including its negligence; provided however, the Carrier shall not be liable for any loss, damage or injury arising out of the acts or omissions of Customer or Customer consignees, their employees, acts of God, the inherent nature of the shipment, their packing or packaging or the loading and unloading of the shipments by the Customer.

3.2 The Customer further agrees that notwithstanding any disclosure of nature or value of the goods, the amount of any loss or damage, including consequential, incidental or indirect damages, loss of earnings or profits, resulting from the loss of or damage to the goods and/or incorrect delivery, failure to deliver or delay in delivery of goods shall not exceed the maximum liability of the Carrier, its agents or appointees.

The Customer further agrees that any loss or damage, including consequential, incidental or indirect damages, loss of earnings or profits, fines or costs, solicitor and client costs, resulting from the non-disclosure or incorrect description of any goods that are dangerous goods shall be borne by the Customer who hereby agrees to completely indemnify the Carrier, its agents and appointees for any such losses, damages, costs, expenses and fines.

3.3 The liability limit set forth in the preceding paragraphs shall include all taxes, fees and other charges of any kind or nature, which Customer may have paid or may be required to pay or collect regarding the manufacture, storage, distribution, sale, or purchase of the shipments.

3.4 (a) The Carrier is liable for loss, damage or delay to any goods only if immediate notice thereof setting out particulars of the origin, destination and date of shipment of the goods is given in writing to the Carrier within **two (2) business days** after delivery of the goods, and

(b) Formal claim and statement of subject claim must be filed within **ten (10) business days** thereafter, from the date of initial notice, using the prescribed RS Loss and Damage Claim Form available on the R.S. Express Ltd. website at www.rspress.ca, together with a copy of the paid freight bill and all necessary backup documentation relating and supporting the cost of the claim, such as, but not limited to, photos, paid invoices, cost of goods, etc, where applicable.

4. ARTICLES OF EXTRAORDINARY VALUE

Carrier is not bound to carry any documents, or any articles of extraordinary value unless by a special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed herein, the Carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in article 4.

5. DANGEROUS GOODS

No person shall ship with the Carrier, Dangerous Goods unless all applicable safety requirements and standards are prescribed by the Transportation of Dangerous Goods Act and Regulations have been complied with, and without limitation, all containers and packaging shall display all applicable safety marks, or any goods which require of the Carrier special containers or equipment. Special shipping instructions for any Dangerous Goods must be visibly marked on outside of container.

Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the Carrier as required by law, shall indemnify the Carrier against all loss, damage or delay caused thereby, and such goods may be warehoused at the Customer's risk and expense.

6. UNDELIVERED GOODS

6.1 Where, through no fault of the Carrier, the goods cannot be delivered, the Carrier shall immediately give notice to the Customer that delivery has not been made, and shall request disposal instructions.

6.2 Pending receipt of such disposal instructions,

(a) The goods may be stored in the warehouse of the Carrier, subject to a reasonable charge for storage; or

(b) Provided that the Carrier has notified the Customer of his intention, the goods may be removed to, and stored in, a public or licensed warehouse, at the expense of the Customer, without liability on the part of the Carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

7. WEIGHTS

It shall be the responsibility of the Customer to show correct shipping weights of the shipment on the Bill of Lading. Where the actual weight of the shipment does not agree with the weight shown on the Bill of Lading, the weight shown thereon is subject to correction by the Carrier.

8. NON-SOLICITATION

In consideration of the Carrier providing Customer with the service of a driver or drivers as outlined in the attached Schedule, Customer agrees that so long as such a driver or drivers are retained for services to Customer and for six (6) months thereafter, Customer will not employ or retain, offer to employ or retain, or induce, cause, or assist a 3rd party to employ or retain said driver or drivers or any corporation or partnership in which they may have an interest to provide such courier service or agree to some future employment arrangement.

9. TERMINATION BY CUSTOMER

The Customer shall be able to terminate this contract without cause, providing that 30 days written notice is provided in advance of the termination of service.

10. PARTIAL INVALIDITY

Any provision or part thereof in this "Agreement" which is held to be invalid shall not invalidate the remainder of the provision or other provisions of this "Agreement".

11. ENTIRE AGREEMENT

Subject to any applicable legislation, Incorporated herein by reference, this "Agreement" constitutes the entire agreement between the parties and no agent, employee or other representative of the Carrier has authority to alter, modify or waive any provision of this agreement.

12. MODIFICATION OF CONTRACT

This Agreement constitutes the entire contract between the Carrier, its agents or appointees, and the Customer. The Carrier has the authority to update these Terms & Conditions from time to time, as deemed necessary, without prior written notice. The most recent updated version will be available and can be viewed on our website at www.rsxpress.ca.

13. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

14. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein and shall be treated, in all respects, as a Manitoba contract.

15. NOTICE

Any notice or other document required shall be in writing and shall be sufficiently given if delivered personally or if sent by prepaid registered mail.

16. NUMBER AND GENDER

Wherever the singular or plural, or the masculine, feminine or neuter pronoun is used in this agreement, each shall include the other or others of them respectively, where the context requires it.

17. SUCCESSORS AND ASSIGNS

This Agreement shall not be assigned by either party without the prior written consent of the other party hereto. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Revision 2.0 - Effective: April 16, 2018