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1.0 Terms and Conditions

If a discrepancy should ever occur between these Terms and Conditions and the terms and conditions set out in the Bill of Lading, these Terms and Conditions will govern to the extent of such a discrepancy.

1.1 Liability

Liability for damage or loss shall not exceed \$2.00 per pound **unless a higher valuation is declared on the face of the Bill of Lading. A charge of 3% of the total declared value will be assessed.** Tiger Courier Inc. must authorize shipments with a valuation exceeding \$1,000.00 prior to shipping.

1.2 Limitation of Liability

The amount of any loss or damage for which the carrier may be liable, shall not exceed \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared on the face of the Bill of Lading by the consignor, and it is further agreed as a **special agreement**, and notwithstanding any disclosure of the nature or extraordinary value of the goods, the amount of any loss or damage, including without limitation consequential, incidental or indirect damages including loss or earnings or profits, in any manner resulting, whether or not from negligence or gross negligence, from loss of or damage to the goods and/or misdelivery, failure to deliver or delay in delivery of the goods, or for failure to return the cheque expected for which carrier may be liable to the consignor, owner, consignee and/or any third party whether in contract, tort or otherwise, shall in no event, exceed (i) in the case of fundamental breach by carrier, the greater of an amount equal to carrier's maximum liability aforesaid and the amount of all freight and other charges paid hereunder, and (ii) in any other case, an amount equal to carrier's maximum liability aforesaid. If insurance is declined it will supercede any other claim.

No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out 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 sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the shipment date.

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

1.3 Modification of Contract

No agent, servant or representative of the carrier has the authority to alter, modify or waive any provision of the contract.

1.4 Applicable Law

The contract for the carriage of goods contained in the Bill of Lading shall be deemed to include and be subject to the conditions of carriage prescribed by the law of the jurisdiction where the shipment originates, for example: Saskatchewan and British Columbia, the regulations are made pursuant to the Motor Carrier Act of each Province; Manitoba, The Highway Traffic Act and Regulations thereto; Alberta, the Motor Transport Act and Regulations thereto.

To the extent that any provision contained or referred to in these Terms and Conditions or a Bill of Lading is invalid or unenforceable at law, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision so contained or referred to. When applicable, the Convention in most cases limits the liability of Tiger Courier in respect of loss of, damage to, or delay in the carriage of shipments.

1.5 Tiger Courier Statement

All Terms & Conditions apply to all Customers associated with Tiger Courier unless previously negotiated between Tiger Courier and the Customer. Any special Terms or Rate Charges must be presented in writing between both parties involved, in this case, Tiger Courier and the Customer.

Tiger Courier does not offer service guarantees. Tiger Courier will not be held liable for shipments not delivered within our service standards.

2.0 Rate Applications & Accessorial Charges

2.1 Rate Application

Tiger Courier's tariff rates and beyond point rates apply to all services provided by Tiger Courier. Tiger Courier reserves the right to make additions or deletions to such rates at any time.

Tiger Courier will provide a rate quote upon request at **1-888-844-3724** or you can refer to our Service Points & Rates section on our website at **www.tigercourier.com**. Any such rate quote is subject to additional charges incurred after tendering the shipment that may include, without limitation, special handling and other administrative charges and/or adjustments made to a shipment's weight as a result of Tiger Courier's right to reweigh or cube shipments.

Tiger Courier reserves the right to charge for any shipment based on the greater of:

- a. the weight declared by the customer on the bill of lading;
- b. the actual weight of the shipment determined by Tiger Courier; and
- c. the cubed weight of the shipment.

2.2 Multiple-Piece Shipments

All packages covered under a single Tiger Courier Waybill/Bill of Lading are considered a shipment for the purposes of calculating shipping charges.

2.3 Rate Quote

If a customer is given a rate quote for a shipment and the shipment particulars differ from the details used to provide the quote (i.e. weight, accessorial, destination), then the rate quote is no longer valid. The particulars of the actual shipment will be used to determine the actual freight charges.

Note: *Tariff Rates, Points of Service, Service Standards, Fuel Surcharge, and Terms and Conditions are subject to change without prior notification, see www.tigercourier.com for the most recent updates.*

2.4 Reweigh

Tiger Courier 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. Tiger Courier does not reweigh any of its Tiger Pak's. The Customer agrees to pay recalculated freight charges determined by Tiger Courier Inc. Reweighing adjustment charges may not be reflected on the same invoice as the original transportation charges.

In the event that the customer fails to declare a weight on the Bill of Lading and Tiger Courier does not reweigh the shipment, Tiger Courier 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 Tiger Courier shall be levied and agrees to pay same.

2.5 Cubic Density

All charges for Ground service are based on a minimum calculated density of 10 pounds per cubic foot (4.562 kgs. per .0283 cubic meters). The formula used to calculate cubed weight is length (inches) x width (inches) x height (inches) divided by 172.8 = cubic weight in pounds.

Non-stackable skids will be cubed to 72 inches (183 cm) high. Example: (L x W x 72"). **The customer is charged the cubed weight if it is greater than the actual weight recorded on the Tiger Courier Bill of Lading.**

In the event that the customer fails to declare dimensions on the Bill of Lading, Tiger Courier reserves the right to ascribe to any such shipment the proper measurements upon pickup or delivery.

2.6 Rounding measures

Package weights must be rounded up to the next whole pound or kilogram. Package dimensions must be rounded off to the closest whole inch or centimeter.

2.7 Accessorial Charges

- **Address Corrections:** A \$5.00 charge will be assessed when the shipper or receiver address is incorrect, incomplete, or not legible. This charge will also be assessed if the Bill of Lading is missing a postal code.
- **Appointment Delivery:** A surcharge of \$10.00 will be applied to any shipment that requires an appointment at the consignee before delivery.
- **Beyond/Rural Charges:** In addition to freight charges, add on charges may apply to/from points deemed by Tiger Courier to be remote or not serviced directly by Tiger Courier. Contact your local Tiger Courier office for more information.
- **Cash Collect Surcharge:** A \$5.00 Cash Collect surcharge will be applied to all non-account or credit-stopped account holders when paying for freight charges upon pick up or delivery.
- **Chain of Signature:** A \$10.00 surcharge will be applied to all shipments requiring a Chain of Signature.
- **Cheque Return Shipments:** Must be paid for by cheque (payable to the shipper of the items) at the time of delivery. Cash will not be accepted. Cheques picked up will be returned to the shipper on a collect basis only for a freight charge equivalent to the Tiger Pak rate on that lane. **Cheque Return service is only provided to specific locations.** Please contact your local Tiger Courier office for more information. See "7.4 Cheque Returns" for additional information.
- **COD Shipments:** COD Shipments must be paid for by Cash, Certified Cheque or Money Order payable to Tiger Courier at the time of delivery. The service surcharge for COD shipments is \$11.00 or 2% of the COD amount; whichever is greater. **COD service is only provided to specific service locations.** Please contact your local Tiger Courier office for additional information.
- **Dangerous Goods Surcharge:** A \$25.00 handling fee will apply to each shipment of Dangerous Goods. See "7.3 Dangerous Goods Service" for additional information.
- **Dead Call:** If a pickup request is cancelled after the driver has already been dispatched, there will be a \$7.50 surcharge.
- **Documentation Requests:** In the case of POD, BOL, and other documentation requests, Tiger Courier reserves the right to charge a \$7.50 surcharge for this service.
- **Extra Labour Charge:** It will be assessed on a minimum four (4) hours at the current hourly rate for the market area. This rate will be applied when additional assistance is required on loading/unloading shipments.
- **Freight Collect Charges:** The Shipper is liable for all related freight charges payable to Tiger Courier in the event that the consignee or the third party refuses to pay for the freight charges.
- **Fuel Surcharge:** The fuel surcharge applies to all courier shipments tendered to Tiger Courier regardless of destination or mode of transport and is applied to the sum of the base shipping rate, additional weight charges, rural charges, beyond point charges and some accessorial charges. Due to known volatility in the fuel industry, a fuel surcharge will be applied as a minimal percentage surcharge to the freight portion only of all shipments. This surcharge may vary from time to time

depending on the variables in the fuel price market. For additional information about Tiger Courier's fuel surcharge history visit www.tigercourier.com.

- **Heated Service Surcharge:** 15% of Tiger Courier freight rate with a minimum applicable surcharge of \$5.00. See "7.2 Heated Service" for additional information.
- **Inside Delivery:** Tiger Courier reserves the right to charge a \$10.00 surcharge to deliveries that are deemed by the driver to be an excessive distance from the parking or drop off facilities.
- **Interline Charges:** Shipments destined to, or originating from, locations not normally serviced by Tiger Courier will be accepted for transport subject to a \$5.00 interline administration fee, plus the applicable Tiger Courier freight charges and the applicable interline carrier's fee. Interline charges may also apply to shipments exceeding our size and weight restrictions to destinations that we normally service.
- **Limitation to Cash Collect Services:** Tiger Courier will not accept non-account collect shipments to Service Points in Ontario or Eastern Canada. **Cash Collect Services are only provided to specific locations.** Please contact your local Tiger Courier office for more information.
- **Loading/Offload Waiting Time:** When a pickup or delivery of freight requires a waiting period, there will be an additional charge of \$15.00 per 15-minute increment in excess of the first 15 minutes. The first 15 minutes are free. After the first hour, a charge of \$60 per hour (or a portion thereof) will apply.
- **Power Tailgate Charge:** Will apply if the shipper/receiver requests the use of a Power Tailgate, or if the Shipper/Receiver's facilities are not appropriate for safe handling of the shipment.
- **Repeat Delivery Attempts:** Are subject to a \$7.50 surcharge.
- **Residential Service:** Is subject to a \$7.50 surcharge.
- **Reverse Charge Shipments:** A \$10.00 administration fee will be assessed when the shipper puts incorrect payment terms on a Bill of Lading.
- **Special Handling Surcharge:** A \$10.00 surcharge may be applied to all unpackaged, oversized, or unusually shaped shipments that will not fit in a Tiger shipping unit. Since these shipments cannot be handled through the normal shipment distribution procedures, they require special handling and loading.
- **Storage Surcharge:** Tiger Courier reserves the right to charge for storage for items/shipments that are delayed by shipper or receiver.

3.0 Shipping Restrictions

3.1 Customer Representation

The customer represents and warrants that the shipment will be properly described on the face of the Bill of Lading and any accompanying documentation. The customer further warrants that the shipment:

- a. will be acceptable for transport ;
- b. will not consist of "Prohibited Shipments" (see "3.6 Prohibited Items")
- c. will be properly marked, addressed and packaged to ensure safe transportation in accordance with Tiger Courier'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.

3.2 Maximum Weight and Size

Tiger Courier reserves the right to refuse single piece shipments that exceed 150 lbs. or 6 feet in length. Arrangements should be made in advance with Tiger Courier should shipments exceed these limits, especially with shipments to rural locations.

If a shipment(s) exceed these restrictions, Tiger Courier will make alternate shipping arrangements and interline charges may be applied.

3.3 Proper Labeling and Packaging

When completing the Tiger Courier Bill of Lading, the address label(s) must display the shipper and receiver's full address, including postal code and phone number, with area code (post office box addresses are not permitted unless a phone is provided). In addition to the above information, the address label must contain:

- Customer account number
- Service Options – heated service, COD, etc.
- Billing instructions
 - Shipments billed to a third party require a proper third party account or will move on a collect basis.
- Number of pieces
- Weight of shipment
- Declared value (for Tiger Courier liability purposes) – optional
 - A declared value must be entered or initials signed declining that additional insurance is required.
- Date and signature

Note: Post Office Box or Rural Route Numbers (RR#s) are not acceptable in the Tiger Courier's distribution system unless the receiver's full phone number is clearly marked on all shipment packages or pieces and the Bill of Lading.

The address label must be securely fastened to the top of each package or piece. Improper labeling may result in the shipment being delayed or lost. It is strongly recommended that the inner flap of each package or piece contain delivery instructions.

Address labels must be flat with all Tiger Courier barcodes visible. Labels should not be wrinkled, creased, folded, or placed on the package in a manner that may make them difficult to scan and/or read (e.g. on box corners, uneven surfaces, or seams).

All previous delivery address labels and marking must be covered or removed.

A shipment consisting of more than one package or piece must have each package or piece individually numbered. If a shipment consists of three packages, for example, the packages would be marked as being 1 of 3, 2 of 3, and 3 of 3. In the event that your shipment involves a higher amount of pieces than the amount of available barcodes provided with the Bill of Lading, you may also use our Shipper Assist Labeling option found on our website (www.tigercourier.com) to ensure that all pieces are numbered and labeled properly.

Orientation "UP" arrows must be located on either both sides and/or ends of each package containing liquids or fragile items.

3.4 Unpackaged Goods

Unpackaged goods (i.e., goods that are not protected by a rigid shipping container such as a corrugated box, plastic tote, or wooden crate, etc) may be subject to Special Handling Charges and are only accepted for shipping once Tiger Courier is satisfied that they do not pose any hazard to Tiger Courier staff, equipment and/or other packages. All unpackaged goods will be moved at owner's risk of damage – see Section "3.5 Owner's Risk of Damage".

3.5 Owner's Risk of Damage

Any item(s) not sufficiently packaged to provide adequate protection for normal transportation handling will be disqualified from claim consideration in the event of damage or loss. The customer cannot increase maximum liability of these products where a higher value is declared on the face of the Bill of Lading. ***The following items will only be accepted at Owner's Risk of Damage:***

- Automobile Body Parts

- Artwork + Antiques
- Glass, Ceramic, China and Related Materials
- Laminate
- Perishable Items (Flowers, Food Products, Etc)
- Household Goods (Privately packaged personal items)
- Unpackaged and/or Improperly Packaged Goods
- Electronic Goods not packaged in their original packaging material or are used.
- Used Computers
- Doors and Windows
- Live Animals, Insects, Fish or Plants
- Any shipment that requires monitored temperature-controlled services (Tiger Courier does offer Heat Service if required – see “7.2 Heated Service”).

3.6 Prohibited Items

The following items are prohibited by Tiger Courier. Tiger Courier will not accept (in whole or in part) any shipments of the following items:

- Toxic Gases
- Human remains
- Jewelry, gems or precious minerals
- Original artwork
- Explosives
- Cash, bonds, stocks, or other negotiable items
- Tenders with a specified delivery time frame
- Radioactive Materials (Class 7)
- Tobacco
- Any shipment that is prohibited, either federally or provincially, by law or regulation
- Any shipment that Tiger Courier feels could potentially create a safety hazard to equipment, personnel and/or other shipments

In any event that a prohibited item is shipped via Tiger Courier, this does not constitute as a waiver on Tiger Courier’s behalf, nor does Tiger Courier accept any responsibility whatsoever for delay, loss or damage to any prohibited item, even if the Shipper has entered a Declared Value on the shipping document.

3.7 Right of Inspection

Tiger Courier reserves the right to open and inspect any package tendered to it for transportation.

3.8 Refusal of Package

Tiger reserves the right to refuse to accept (in whole or in part) any shipment which Tiger determines, in its sole discretion, may result in damage or delay to other shipments, equipment or personnel, or when the carriage of the shipment is prohibited by law or is contrary to any of these Terms & Conditions (including Tiger’s Shipping Restrictions).

3.9 Liquidation

Tiger Courier reserves the right to liquidate (i.e. sell or destroy) unclaimed freight that:

- a. in the case of general freight, has been in Tiger Courier’s possession for 120 days or more; or

- b. in the case of specialized freight (e.g. perishable or costly to store), has been in Tiger Courier's possession for 30 days or more.

Unclaimed freight includes freight that is unmarked or that has been refused by the shipper and the receiver. For greater certainty, Tiger Courier's maximum liability in respect of any liquidated freight shall be the maximum liability stated in these Terms and Conditions.

4.0 Delivery

Tiger Courier will deliver the shipment to the delivery address indicated on the Bill of Lading. Tiger Courier is not required to deliver the shipment to any particular person, whether or not specifically identified on the Bill of Lading. Tiger Courier reserves the right to withhold delivery of a shipment and/or return the shipment to the shipper (at the shipper's expense) if a proof of delivery signature cannot be obtained.

4.1 Hold For Pick Up

Customers may request that a shipment be held at Tiger Courier's delivery depot closest to receiver's address for in-person pick-up in place of having the shipment delivered to the delivery address indicated on the Bill of Lading by indicating "hold for pick-up" on the shipment. Tiger Courier will notify the receiver by telephone when the shipment is available for pick-up.

Alternatively, where a receiver is not available to accept a delivery attempted by Tiger Courier in person, the receiver may arrange for the shipment to be held at Tiger Courier's delivery depot for in-person pick-up. Shipments held for pick-up will be held at the delivery terminal for a period of 5 business days. If the receiver fails to pick the shipment up during this time, Tiger Courier may return the shipment to the sender at the sender's expense.

4.2 Delivery Attempts

In the event that Tiger Courier is unable to deliver a shipment, a notice will be left at the receiver's address indicating that a delivery has been attempted and the whereabouts of the shipment. At the request of the recipient/shipper, Repeat Delivery Attempts will be made at the cost of \$7.50. The shipment will remain at the nearest Tiger Courier branch for up to 5 days business days if the recipient wishes to pick the shipment up at no additional charge.

4.3 Refused or Undelivered

Where a shipment is undeliverable or refused, the shipper agrees to pay all charges incurred in the return of such shipment to the shipper (including, without limitation, all Sales Taxes and Duties).

4.4 Events Beyond Tiger Courier's Control

Tiger Courier shall not be liable to refund or credit transportation charges, or for any loss, damage, delay, non-delivery, misdelivery or failure to deliver, caused by events beyond Tiger Courier control, including, but not limited to, any act, default or omission of the shipper, owner, receiver or any party having an interest in the shipment, defects or inherent vice in the shipment, inadequate or incorrect markings or address on the Bill of Lading, acts of God, perils of the air, weather conditions, mechanical delays, disruptions in ground transportation networks, acts of public enemies, public health crises, quarantine, war, strikes or other labor disruptions, terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority or shipments requiring extraordinary handling, documentation or routing.

4.5 Delay

Tiger Courier is not responsible for the consequences (direct or indirect) for failure to deliver a shipment by a stipulated time.

4.6 Tenders

Tiger Courier is not responsible for the consequences (direct or indirect) for failure to deliver a tender by a specified time.

5.0 Claims

5.1 Filing A Claim

- a. Exceptions and discrepancies (over, short, damaged, etc.)
 - Must be written on the probill, or entered on the scanner at the time of delivery.
 - This does **not** constitute a claim.
 - An inspection report is **not** a claim or an intent to claim.
- b. Damage Inspections
 - An inspection must be requested on all damages when no exceptions were made at the time of delivery.
 - The customer shall retain the shipment and packaging for inspection by Tiger Courier for a period of 30 days. Failure to present packaging or damaged item may result in decline of claim.
 - The customer must request an inspection on all damage claims.
- c. Concealed Damages Inspection – 48 hours
 - An inspection must be requested within 48 hours of delivery.
- d. Claims or intent to claim
 - A claim or the intent to claim must be filed in writing to the carrier within 60 days of the date of delivery.
 - A phone call or a notation on the probill is not sufficient.
 - This applies to all claims, whether noted on the probill or not.
 - An intent to claim for non-delivery of a shipment must be made within 9 months from date of shipment.
- e. Required Documents for Filing a Claim
 - Invoice to Tiger Courier indicating what the claim is for, and amount.
 - Copy of inspection report in cases of damage.
 - Tiger Courier delivery probill number.
 - Copy of original supplier's invoice, showing all discounted costs, and/or a copy of the repair invoice, if applicable.

5.2 Valuation of Claim For Loss or Damage

See "1.1 Liability".

6.0 Billing & Payment

All freight charges are considered to move on a collect basis unless indicated otherwise on the Bill of Lading.

6.1 Definitions

- Third Party Billing
 - Is a method for which a company outside of the shipper or consignee has established billing arrangements with Tiger Courier, agreeing to make payment for shipments on behalf of the shipper or consignee.
- Collect

Dangerous Goods Service is available when proper shipping documentation is provided. A \$25.00 handling fee will apply to each shipment of Dangerous Goods. (See also "2.7 Accessorial Charges")

Tiger Courier will accept only certain classes of Dangerous Goods. Tiger Courier will not accept any of the following Dangerous Goods: Explosives, Radioactives, Infectious Substances, Unsecured Cylinders, Loaded Firearms, and Wastes.

7.4 Cheque Returns

- a. Prior to releasing the shipment to the receiver, Tiger Courier agrees to collect a cheque, post-dated cheque, certified cheque, bank draft or money order made payable to the sender in the amount noted on the Bill of Lading in the Cheque Return box.
- b. Tiger Courier's liability in the event of loss, damage, or delay in the delivery of the Cheque Return, regardless of the manner in which the loss, damage or delay occurs, or for failure to collect a cheque, postdated cheque, certified cheque, bank draft or money order at delivery, or if the amount noted on any of the above is incorrect, is limited to a refund of the freight charges paid for the Cheque Return shipment.
- c. Tiger Courier assumes no responsibility for ensuring the genuineness of a document purporting to be a cheque, post-dated cheque, certified cheque, bank draft or money order, and assumes no liability in the event that the document received by Tiger Courier is not that which it was represented to be by the receiver or requested/expected to be by the sender.
- d. Tiger Courier makes no representation regarding the validity of the cheque, post-dated cheque, certified cheque, bank draft or money order received and assumes no liability in the event that the cheque, post-dated cheque, certified cheque, bank draft or money order is not honored.
- e. Tiger Courier assumes no responsibility for ensuring that the receiver complies with the form of payment requested by the sender and assumes no liability in respect thereof.
- f. The sender is required to advise the receiver of the amount of the cheque, postdated cheque, certified cheque, bank draft or money order required prior to delivery by Tiger Courier, any of which must be made payable to the sender and any of which are accepted at sender's risk.
- g. If the receiver refuses to accept delivery of the shipment, for whatever reason, the sender will be billed and agrees to pay the shipping costs for the return of the shipment.
- h. Only cheques, post-dated cheques, certified cheques, bank drafts or money orders are acceptable. Cash is prohibited.
- i. These Cheque Return terms and conditions are non-negotiable and cannot be altered, varied or amended.

7.5 COD Shipment

COD service is only provided to specific service locations. Please contact your local Tiger Courier office for additional information.

COD Shipments must be paid for by Cash, Certified Cheque or Money Order payable to Tiger Courier at the time of delivery. The service surcharge for COD shipments is \$11.00 or 2% of the COD amount; whichever is greater.

Tiger Courier will issue a company cheque to the shipper within 14 business days from the time of the COD collection for the amount specified on the Bill of Lading in the COD box.