

TERMS & CONDITIONS

TERMS AND CONDITIONS OF CARRIAGE:

It is mutually agreed that the services to be performed hereunder by Dynamex, its employees and agents shall be subject to all of the terms and conditions as follows:

Terms and Conditions

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 set forth below:

1. **Exceptions from Liability:** The carrier shall not be liable for loss, damage, or delay to any of the goods described in the Bill of Lading caused by an Act of God, the Queen's or Public Enemies, riots, strikes, a defect or inherent vice in the goods, the act of default of the consignor, owner or consignee, authority of law, quarantine or a difference in weights of grain, seed or other commodities caused by natural shrinkage.
2. **Delay:** No carrier is bound to transport the goods by any particular vehicle or in time for any particular market or otherwise than with due dispatch, unless by agreement specifically endorsed on the Bill of Lading and signed by the parties thereto.
3. **Limit of Liability:** The liability of Dynamex, its employee and agents for damage to the goods shipped, for damages for failing to perform the contract of carriage or for performing the contract of carriage in a negligent manner is limited to \$4.41 per kilogram computed on the total weight of the shipment unless of higher value is declared on the face of the Bill of Lading by the consignor.
4. **Application of the Limit of Liability:** The limit of liability in 3 above shall apply to:
 - (a) all claims for damages including claims arising from:
 - I. failure to deliver the goods;
 - II. damage to the goods;
 - III. delay in delivering the goods; and
 - IV. theft of all or a part of the goods.
 - (b) all goods shipped regardless of value unless the shipper declares a higher value, as set forth below in paragraph 5, or enters into a separate written agreement with the carrier
5. **Declared Valuation:** The consignor may increase the Limit of Liability of \$4.41 per kilogram by declaring a higher value for the shipment in writing on the face of the Bill of Lading and by paying to the carrier an additional charge of \$3.25 per \$100.00 (or fraction thereof) of such value. Dynamex shall not be required to accept any shipment with the declared value in excess of \$1,000.00. The consignor shall have the sole responsibility for insuring his goods above the maximum \$1,000.00 available from the carrier.
6. **Articles of Extraordinary Value:** No carrier is bound to carry any documents, specie or any articles of extraordinary value unless by special agreement in writing and signed by an authorized representative of the carrier. A description of the goods on the waybill without such a special written agreement shall not render the carrier liable for any loss or damage.
7. **Limitation of Liability:** In no event shall Dynamex be liable for any lost profits, special, incidental, punitive or consequential damages arising out of or in connection with this Agreement, even if the Customer has advised Dynamex of the possibility of such damages
8. **Notice of Claim: Carrier is to be advised as soon as possible of any loss, damage or excessive delay.**
 - (a) 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 fifteen (15) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment.
 - (b) 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.

9. **Dangerous Goods:** 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 any loss, damage or delay caused thereby, and any such goods may be warehoused at the consignor's risk and expense.
10. **Entire Agreement:** No deviation from the above terms and obligations as stated will be binding upon or affect Dynamex, its employees or agents unless specifically confirmed in writing by Dynamex.
11. **Damage to Shipment:** Any specific damage or shortage must be noted on the Bill of Landing at the time of delivery, otherwise the consignee's signature will constitute conclusive proof of goods having been received in good order and condition.
12. **Collect Charges:** All collect shipments are subject to a surcharge of \$3.00. No C.O.D. shipments will be accepted by the carrier. Interest at 2% per month (19.6% annually) will be charged on all overdue accounts. All freight charges are to be prepaid or guaranteed fully by the consignor if charges are to be collect.