

# A & B Courier Services Ltd.

## Terms & Conditions

### Courier Services

Effective September 1, 2010

- 1. Services** A & B Courier Service Limited in conjunction with its affiliates is engaged in the transportation of shipments by the following services: Sameday, 4 Hour, Rush, Direct, Overnight – Canada, 9:30 AM – Canada, 10:30 AM – Canada, Overnight – USA – Letter/Pak, Overnight – USA – Freight, Ground – Canada, Ground – USA, International – Letter/Pak and International - Freight. The services offered to the customer are in accordance with the terms and conditions set out herein and in accordance with A & B Courier's published and or specified rates.
- 2.0 Commodities Serviced & Restrictions** A & B Courier offers services of general commodities, as usually defined, subject to the following restrictions:
- 2.1 Maximum Weight & Size** A & B Courier may, in its sole and absolute discretion, not accept or may refuse to provide service in respect to any Package or article: Weighing more than 150 pounds; or exceeding 108 inches in length; or exceeding a total of 165 inches in length and girth combined. Length is the longest side of the Package or object. Girth is the distance all the way around the Package or object at its widest point perpendicular to the length. Irregularly shaped Packages or objects are to be treated as if they were in a rectangular box for the purpose of measuring. Additional charges, including an Over Sized Shipment surcharge may apply to any such Package tendered for transportation.
- 2.2 (a) Limitation of Liability of A&B Courier:** If no Declared Value is declared in writing by the Shipper to A&B Courier as in clause 2.2(b) below, it is agreed that for claims purposes (including a claim based upon failure to deliver, misdelivery, damage, loss or theft of packages), A&B Courier's liability is limited to a maximum of \$50 per shipment regardless of the circumstances, including but not limited to, the gross negligence or negligence of A&B Courier and its employees, contractors or agents. However, for all late or delayed shipments, clause 2.2(c) applies.  
**(b) Declared Value:** An additional charge must be paid to A&B Courier if the Shipper wishes to obtain Declared Value protection in excess of \$50 per shipment. However, Declared Value protection does not protect against late or delayed shipments: see 2.2(c) below. The maximum Declared Value for a shipment is \$1,000, in which case A&B Courier's maximum liability will be \$1,000. However, all jewelry shipments (other than costume jewelry) are limited to a maximum Declared Value of \$500 per shipment. Any effort by the Shipper to declare a value in excess of these maximum amounts shall be null and void. The acceptance for carriage by A&B Courier of any shipments bearing a Declared Value in excess of these maximum amounts does not constitute a waiver of this provision. In addition, for international shipments, the Declared Value cannot exceed the declared value for Customs.  
**(c) Limitation of Liability for Consequential Losses:** A&B Courier shall not be liable for any special, incidental or consequential damages (collectively, the "Consequential Damages") including, but not limited to, loss of profit incurred by the Shipper or any other person or company as the result of A&B Courier's (or its agents) acts or omissions, including gross negligence or negligence causing damages, failure to deliver, misdelivery, loss or theft of shipment, or late or delayed shipment. In any such event, A&B Courier's liability shall be limited to either a refund or credit of the shipping charges (pursuant to the terms of A&B Courier's shipping guarantee in effect at time of shipment, if the shipment has been guaranteed by A&B Courier to arrive on time). This limitation of liability applies to all shipments, regardless of whether the Shipper has declared a value of the shipment (as per 2.2 (b) above) and paid the additional charges. In no event shall A&B Courier be liable for Consequential Damages even if advised in advance of the possibility of such damages.  
**(d) Items for which A&B Courier has no liability:** Notwithstanding anything in clause 2, A&B Courier will have no liability whatsoever for: (i) any items that are prohibited herein from being shipped with it; (ii) loss or damages to perishable items requiring protection from heat or cold, to the extent the loss of damages results from exposure to heat or cold or the perishable nature of the items; (iii) any loss or damages to any package due to improper packaging; and (iv) any causes beyond A&B Courier's control such as acts of God, strikes, lockouts, and power disruptions.  
**(e) International shipments:** For international shipments, the limitations in Clause 2.2(a), (b), (c) and (d) continue to apply, unless the provisions of the Warsaw Convention are applicable.
- 2.3 Tenders** No Service shall be rendered in the transportation of tenders. Should a Shipper ship a "tender" without written approval from A & B Courier, A & B Courier will not be held responsible in any manner, financially or otherwise, for the consequences of failure to deliver a shipment by a stipulated time.
- 2.4 No Dangerous Goods:** No service shall be rendered in the transportation of any dangerous goods/hazardous materials which are subject to regulation by the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO), or the Canada Transportation of Dangerous Goods Act. Goods that fall within the parameters of "Limited Quantities" under the Transportation of Dangerous Goods Regulations may be shipped with A & B Courier at the discretion of A & B Courier but only within Canada.
- 2.5 Consumer Commodities** Items classified as "consumer commodities" by Transport Canada are accepted via A & B Courier ground service within Canada. Some restrictions apply in areas not accessible by ground. Call A & B Courier for details.
- 2.6 Items Prohibited/Restricted by A&B Courier** No service shall be rendered in the transportation of any of the prohibited items listed below. In the event that any such prohibited article enters the A & B Courier system, this does not constitute a waiver on the part of A & B Courier and A & B Courier shall have no liability whatsoever for delay, loss or damage to any such article, even if the Shipper has entered a Declared Value on the shipping document. Shippers are prohibited from shipping articles of unusual value via A & B Courier. Articles of unusual value shall be deemed to include, but are not limited to: Currency, negotiable instruments (except cheques) and money orders; human remains in any form; any shipment that, in A & B Courier's judgment, could cause damage or delay to equipment, personnel, or other Shipments.  
Additional Articles prohibited by A & B Courier for shipping Internationally: animal products, non-domesticated; firearms; gem stones; industrial diamonds; ivory; unset precious stones; personal effects and unaccompanied baggage shipped to any other country except the USA; and any other prohibited items that vary by country.  
Articles requiring pre-approval for shipping within Canada, Internationally or both: alcohol; antiques; artwork; biological substances Category B; ceramics; china; collectors' items; confectionery products such as potato chips in any form, chocolate in any form, pastries and baked goods in any form; dangerous goods; diagnostic specimens; dry ice; firearms; furs; gem stones (prohibited internationally); glass, crystal; industrial diamonds (prohibited internationally); jewelry shipment in excess of \$500; liquids; live animals, birds and insects; perishables; pottery; precious metals (any article containing more than 50% by weight of a precious metal); seeds (international approval only required); tobacco (based on provincial or other country law); live plants and cut flowers; pornographic materials; unset precious stones (prohibited internationally); watches containing more than 50% of a precious metal or any precious gem stone; or any shipment, in A & B Courier's judgment, could cause damage or delay to equipment, personnel or other shipments This list may be amended from time to time by A&B Courier. Shipments containing pre-approval articles are transported at the Shipper's risk, including without limitation for delay, loss, theft or damage. In the event that any pre-approval article enters the A & B Courier system without having obtained A & B Courier's pre-approval, this does not constitute a waiver on the part of A & B Courier and A & B Courier shall have no liability whatsoever for delay, loss, theft or damage to any such article, even if the Shipper has entered a declared value on the shipping document. Pre-approval is defined as A & B Courier's written consent, as evidenced by an agreement settling out the pre-approval article(s) to be transported, which is signed by authorized representatives of A & B Courier and the Shipper.
- 2.7 Perishable & Thermal-sensitive Goods** A & B Courier does not provide a protective service for the transportation of perishable commodities or for commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the Shipper's risk of damage occasioned by exposure to heat or cold. In the event that any pre-approval article enters the A & B Courier system without having obtained A & B Courier's pre-approval, this does not constitute a waiver on the part of A & B Courier and A & B Courier shall have no liability whatsoever for delay, loss, theft or damage to any such article, even if the Shipper has entered a declared value on the shipping document.
- 2.8 Prohibited by Law** No service shall be rendered by A & B Courier in the transportation of any shipment which is prohibited by law or regulations of any federal, state, provincial, or local government in the origin country or destination country.
- 3.0 Right of Inspection** A & B Courier reserves the right to open and inspect any Shipment tendered to it for transportation, but is not obligated to do so.
- 4.0 Rates** Refer to your rate guide in effect at the time of shipping for specific rates; or call A & B Courier for details; or refer to the quoting section on the A & B Courier website. Rates are subject to change at anytime without notice.
- 5.0 Refusal of Shipments** A & B Courier reserves the right to refuse any Package that by reason of the dangerous nature or any other character of its contents is liable, in judgment of A & B Courier, to soil, taint, or otherwise damage other merchandise or equipment, or that is economically or operationally impracticable to transport, or that is improperly packaged, wrapped, or labeled.
- 6.0 Proper Packaging & Labeling** Packaging: (Consider that A & B Courier and its affiliates may operate using a high-speed, high-volume, highly automated distribution system; Shippers must package their shipments in a manner that properly protects the contents during transportation.) Packages tendered to A & B Courier must be packed or wrapped as to meet the requirements set forth in International Safe Transit Association (ISTA) Procedure 3A (Procedure for Testing Packaged Products). A & B Courier will not be liable for delay, damage to or loss of goods caused or contributed to by defects or inadequacy of the packaging used by the Shipper, or for damage to or loss of the packaging used by the Shipper. The use of A & B Courier – provided packaging is not a guarantee that an item is sufficiently packaged for transportation. A & B Courier does not provide special handling for Packages bearing "Fragile," Package orientation markings (e.g., "UP" arrows or "This End Up"), or any other similar markings.  
Labeling: Every package tendered to A & B Courier must contain complete From and To details including postal code or Zip code, contact names, telephone numbers and an A & B Courier tracking number. A & B Courier cannot deliver to a P.O. Box and or a Rural Route number. Shipments require a street address including apartment/suite/unit numbers and the consignee's telephone number. Multiple-piece shipments (as defined in section 7.1) must be labeled with the full delivery address on each piece and each piece individually marked "1 of 3", "2 of 3", "3 of 3", etc.
- 7.0 Reweigh** A & B Courier reserves the right to reweigh shipments, notwithstanding that a weight has been declared on the shipping document. The reweighed weight determined by A & B Courier may be applied for the assessment of rates, and the Shipper agrees to pay same. Reweighing adjustment charges may not be reflected on the same invoice as the original transportation charges.
- 7.1 Multiple-Piece Shipments** All shipments covered under a single A & B Courier waybill/tracking number are considered a single shipment for the purpose of calculating shipping charges.
- 7.2 Rounding Measurements** Shipment dimensions must be rounded up to the closest whole inch. Shipment weights must be rounded up to the next whole pound.
- 7.3 Chargeable Weight** Transportation charges are based on the greater of the dimensional volumetric weight of the shipment or the gross weight of the shipment. Dimensional weight is based on the current International Air Transport Association (IATA) volumetric standard, which is subject to change without notice. Dimensional weight is calculated by multiplying length x width x height of each package in inches and divided by 166 for dimensional weight in pounds. When a shipment exceeds 84 inches in length and girth combined, but weighs less than 30 pounds, it will be considered an "Extra Large Package" and rated as though it weighed 30 pounds.

- 8.0 After Hours Charge** An additional premium is applicable for each package/order with a required pickup or delivery time outside A & B Courier's Regular Operating Hours. A & B Courier's Regular Operating Hours are; but not restricted to: Weekdays from 8:00am to 5:30pm excluding Statutory Holidays. These hours are subject to change without notice. The Shipper must inform an A & B Courier customer service representative during regular operating hours of their intent to have a shipment picked up or delivered after hours. The Shipper will then be advised the service availability depending destination and will quote the price at that time. The shipper is also responsible for providing A & B Courier with contact information of a person also available during the times requested of the order in the event of an unexpected issue.
- 8.1 Freight-Collect or Third Party Billing Charge** This charge only applies to domestic shipments. An additional charge may be assessed when a Shipper requires A & B Courier to invoice a third party or the consignee. Either/or must have an A & B Courier account. The Shipper must inform a customer service representative at the time of placing the order, of their request either freight-collect or third party billing. The Shipper must also mark the waybill appropriately. The Shipper agrees to pay for the service and any charges associated in the event the consignee or third party fails to pay the invoice. A & B Courier reserves the right to place the customers on a cash only basis as well as any other legal rights and remedies available to it.
- 8.2 Redirect Charge (Address Correction Charge)** If A & B Courier is unable to deliver any shipment because of an incomplete or incorrect address; A & B Courier will make reasonable efforts in locating the correct address. If the correct address is located, the Shipper will be notified of the correction on their delivery service bill. An additional fee, set forth in the A & B Courier Pricing applicable to the Shipment in effect at the time of shipping, will be assessed to each Package within the Shipment for this service.
- 8.3 C.O.D. Service:** For COD (Cash on Delivery) shipments, when instructions are provided by the Shipper in writing to A&B Courier to collect bank drafts, certified cheques, money orders or similar instruments at time of delivery, A&B Courier will do so in return for the Shipper paying a special fee to A&B Courier. If the Shipper requires payment in cash only for the COD, A&B Courier reserves the right to collect payment instead by bank draft, certified cheque, money order or similar instrument. All bank drafts, certified cheques, money orders, and cash will be accepted by A&B Courier from the receiver/consignee at the Shipper's risk, including, but not limited to the risk of forgery of the monetary instrument or non-payment there under, and A&B Courier shall not be liable upon any such instrument. A&B Courier will typically send to the Shipper, within 10 days of the delivery of the COD shipment, the form of instrument collected by A&B Courier from the receiver/consignee. In no event, however, will A&B Courier be liable to the Shipper for a COD amount for more than the value of the shipment, or \$1,000, whichever is less. The entry of a COD amount by the Shipper is not a Declared Value within clause 2.2(b) above. Rather, if the Shipper wants to protect against failure to deliver, damages, loss or theft of the COD shipment, for a greater amount than \$50 per shipment, the terms set out in clause 2.2(b) apply, and the greater value must be declared in writing by the Shipper, and the additional charges paid to A&B Courier.
- 8.4 Extended Area Surcharges** An additional charge may be assessed for shipments picked up from or delivered to certain extended areas or remote locations.
- 8.5 Return to Sender Charges** See "9.0 - Return of Undeliverable Shipments within Canada" and "9.1 - Return of Undeliverable International Packages".
- 8.6 Rural Route/P.O. Box Charge** A & B Courier can not deliver to either a Rural Route or P.O. Box Number. All shipments require a company name, street address including apartment/suite/unit numbers and the Consignee's telephone number. Should the Shipper address the shipment to either a Rural Route or P.O. Box number additional charges will be assessed, and there may be delays in the delivery.
- 8.7 Re-Attempted Delivery Charge** If for some reason, A & B Courier is unable to deliver a shipment, the Shipper will be notified of the circumstances surrounding the failed attempt, and will request further instructions. If the Shipper requests A & B Courier re-attempt the delivery an additional charge may apply. Refer to A & B Courier price schedule for cost.
- 8.8 Deadcall Charge** (Unavailable Pick-ups) If A & B Courier is unable to make a pick up of a Shipment, the Shipper will be informed and a dead call charge will be applied.
- 8.9 Waiting Time Charge** A "Waiting Time Charge" may be applied when an A & B Courier driver has to wait for either a pick up or delivery of a shipment. Refer to your price schedule for rates.
- 8.10 Vehicle Charge** Additional charges may apply for customers requesting specialized vehicles for shipments (i.e. mini-van, full size van, etc.). Refer to your price schedule for rates.
- 8.11 Additional Handling** Where applicable, an Additional Handling Fee, in effect at the time of shipping, may be added to the shipping charge for the following: Any article that is encased in an outside shipping container made of metal or wood, Any cylindrical item, such as a barrel, drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container, Any Package with the longest side exceeding 60 inches or its 2<sup>nd</sup> longest side exceeding 30 inches, Any Package with an actual weight greater than 70 lbs, Each Package in a shipment where the average weight per Package is greater than 70 lbs, A & B Courier also reserves the right to assess the Additional Handling Charge for any Package that, in A & B Courier's sole discretion, requires special handling. Additional Handling will not be charged in combination with a Large Package Surcharge.
- 8.12 Large Package Surcharge** A Package is considered a Large Package when its length plus girth ((2 x width) + (2 x height)) combines exceeds 130 inches, but does not exceed the maximum allowable A & B Courier size of 165 inches. An additional charge, set forth in the A & B Courier rates may be applied to a Large Package. An Additional Handling Fee will not be assessed when a Large Package Surcharge is applied.
- 9.0 Return of Undeliverable packages within Canada** Shipments which are sent "prepaid" by the Shipper and which are refused by the Consignee or which for any other reason cannot be delivered, will be promptly returned to the Shipper with an additional charge being billed to and paid for by the Shipper. Shipments which are sent "collect" or "third party" by the Shipper and which are refused by the Consignee, or which for any other reason cannot be delivered, shall be promptly returned to the Shipper with all shipping and additional charges billed to and paid for by the Shipper. If the returned Package is refused by the Shipper, or the Package cannot otherwise be returned to the Shipper, A & B Courier will retain the Package for a period of time determined at its sole discretion, but no more than thirty (30) days, and A & B Courier reserves the right to dispose of the Package thereafter.
- 9.1 Return of Undeliverable International Packages** International Packages refused by the Consignee, or that cannot be delivered for any other reason, will be held, and the Shipper will be contacted for further instructions. The Shipper will be responsible for payment of all charges, including, but not limited to, forwarding, disposal, or return transportation charges, as well as any duty and tax, if applicable.
- 10.0 Provision for Customs Clearance of International Shipments Export Documentation** The Shipper must provide the required documentation for customs clearance, except for envelopes containing documents only which do not require export documentation but simply identified as "Documents Only". By providing this documentation, the Shipper certifies to A & B Courier that all statements and information relating to exportation and importation are true and correct. There are civil and criminal penalties including the forfeiture and sale of the shipment that may be imposed for making false or fraudulent statements.
- 10.1 Payment of Additional Expenses** Customs penalties, storage charges, or other expenses incurred as a result of an action by Customs or failure by the Shipper or Consignee to provide proper documentation or to obtain a required license or permit, will be charged to the Consignee along with any applicable duty and tax. However, the Shipper is liable for payment if the Consignee does not pay. Additional charges may apply for complex customs clearance procedures which include, but are not limited to: clearance procedures involving a government agency, customs bonds, drawbacks, formal entries involving more than five tariff lines, live entries, marking attendance, temporary import bonds.
- 11.0 Invoicing Options** A & B Courier provides several invoicing options. Within Canada-Collect, Prepaid, Third Party, Internationally-Prepaid. The following explains the meanings of the invoice options: Collect-The Consignee pays all the shipping charges, and the destination country's duty and tax if applicable. This option is not available for International shipments. Prepaid-The Shipper pays all the shipping charges including additional charges. The Consignee pays the destination country's duty and tax, if applicable. Third Party-The Shipper may request that their portion of the shipping charges be invoiced to an alternative party. The alternative must have an A & B Courier account.
- 11.1 All Invoicing Options** The Shipper must notify the Consignee prior to shipping if any option other than "prepaid" is selected and the invoicing option required must be indicated on the appropriate A & B Courier pick up record in the space provided. The Shipper is liable for payment in the event of non-payment by the Consignee or the alternative party. This condition applies only when the Consignee has an existing account which is in good standings with A & B Courier.
- 12.0 Proof of Delivery (P.O.D.)** Delivery can be verified by calling A & B Courier or referring to the On-Line tracking system at [www.abcourier.com](http://www.abcourier.com).
- 12.1 Verbal Proof of Delivery** Verbal confirmation of delivery is available to both the Shipper and Consignee. The proof of delivery will consist of the name of the person who signed for the Shipment, the time and date the Shipment was delivered.
- 12.2 Hard Copy Proof of Delivery** Upon request A & B Courier will provide proof of delivery via facsimile or mail transmission. The request must include a facsimile number, including area code, for an operating facsimile machine, or an address deliverable delivered by Canada Post corporation for mail. A & B Courier reserves the right to assess the Shipper an additional charge, set forth in the A & B Courier rates applicable to the Shipment in effect at the time of shipping, for each successfully transmitted or mailed P.O.D.
- 13.0 Service Guarantee** In the event A & B Courier fails to complete delivery or attempt delivery, within the time commitment, A & B Courier, at its option, will either credit or refund the shipping charges for each such package, to the payer only, upon request, subject to the following conditions:
- 13.1 Terms and Conditions of Guarantee** The service guarantee for on-time delivery is subject to the following conditions: A & B Courier's guaranteed delivery schedule must state that the destination point qualifies for the service commitment from the origin point. The Shipment must be properly documented on an A & B Courier pick up record and each Package in the Shipment must bear the appropriate A & B Courier waybill. Each package in the Shipment must be properly labeled, including From/To address details, with the Consignee's correct name, deliverable address, postal or ZIP Code, and telephone number. A & B Courier will not guarantee delivery to a P.O. Box or Rural Route Number. For 9:30 a.m., 10:30 a.m., and After Hours services, the appropriate information must be recorded on the waybill and A & B Courier must be made aware of the required service at the time of order. For International shipments, all applicable documentation required by the origin and/or destination country must be complete and included with the shipment. The shipment must be tendered to A & B Courier during A & B Courier's published business hours. A & B Courier must be notified of a service failure in writing or by telephone within fifteen (15) calendar days from the date of scheduled delivery and must be advised of the Consignee's name, address, date of shipment, package weight, the A & B Courier order number.
- 13.2 Limits & Restrictions** The on-time delivery guarantee does not apply to shipments which are delayed due to causes beyond A & B Courier's control including, but not limited to the following; the unavailability or refusal of a person to accept delivery of the Shipment, delays caused by the Consignee, acts of God, the Queen's or public enemies, public authorities acting with actual or apparent authority on the premise, acts or omissions of customs or similar authorities, riots, circumstances arising before, during, or after a strike or other labour disputes, civil commotions, disruptions in the air or ground transportation network (such as weather phenomena), authority of law, defect or inherent vice in the goods shipped, and nuclear reaction, radiation or radio active contamination and natural disasters. The on-time delivery guarantee does not apply to Packages subject to Additional Handling, or to any Package exceeding Maximum Weight and Size Limits (Section 2.1) or containing articles listed as a Prohibited Article (Section 2.6) or any Dangerous Goods Shipment (Section 2.4). The on-time guarantee does not apply to shipments picked up from or delivered to certain extended points deemed to be Beyond Points. The on time delivery guarantee does not apply to Ground shipments going via service types Ground - Canada or Ground - USA to and from the United States, or within Canada that are picked up or scheduled to be delivered during the fourteen (14) calendar days before December 25. A & B Courier reserves the right to waive the on-time delivery guarantee on Shipments scheduled for delivery the business day following a national or provincial holiday when that holiday is not observed in the U.S. or other parts of Canada. A & B Courier reserves the right to refuse any request for a credit or refund when such request is made by a party other than the payer of the shipping charges. The A & B Courier online tracking system accessed via [www.abcourier.com](http://www.abcourier.com) and tracking information obtained through the A & B website are the private property of A & B Courier. A & B Courier authorizes you to use the online tracking system solely to track shipments tendered by or for you to A & B Courier for delivery and for no other purpose. Without limitation, you are not authorized to make the information available on any website or otherwise reproduce, distribute, copy, store, use or sell the information for commercial gain without the expressed written consent of A & B Courier. This is a personal service, thus your right to use the Tracking System or information is non assignable. Any access or use that is inconsistent with these terms is unauthorized and strictly prohibited.

- 14.0 Procedures for Claims** A claim may be filed by the customer when A & B Courier does not meet its on-time delivery commitment, or for loss of or damage to a Shipment. Tracing or tracking a missing Package does not mean that a claim has been filed. Claims must be submitted to A & B Courier by telephone at (905)853-4444 or in writing to: A & B Courier Service Ltd. 31 Alexander Road Newmarket, Ontario L3Y 3J2 Attention: Claims Department All claim notifications must include shipment details, including address information (from/to), date of shipment, package weight, the A & B Courier order number, the waybill number and a detailed statement of what is being claimed. Claims must be lodged within the following time periods: Loss or Damage Claims Verbal notification within 24 hours and written notification within 15 days, Claims of Concealed Damage Verbal notification within 48 hours of delivery, Service Guarantee Claims Verbal notification within 24 hours written notification within 15 days.
- 15.0 Taxes** All applicable Federal and Provincial taxes required by law will be charged on all freight costs and surcharges. The customer agrees to pay A & B Courier any and all taxes assessed to their account.
- 16.0 Payment for Service** A & B Courier's credit terms require payment of all charges upon receipt of A & B Courier's invoice. The Shipper agrees to pay A & B Courier all shipping charges in the event of non-payment by the Consignee or the alternative party invoiced. In the event the customer fails to pay the invoice, A & B Courier reserves the right to place the customer on a "cash only" basis as well as implementing any other legal rights and remedies available to it.
- 16.1 Collection Costs** Customer is responsible for all expenses in the collection of monies that have not been paid within the terms specified; or when the Shipper assumes responsibility of payment of shipping charges in the event of nonpayment by the Consignee or the alternative party invoiced.
- 16.2 Declined Payments/NSF Fees** A & B Courier reserves the right to apply an Administration Charge should a Customer default on paying for services due to declined credit card, insufficient funds to cover Pre Authorized Payment Plan and or payment by cheque.
- 17.0 Future Changes** Rates, charges terms and conditions and services are subject to change without notice. The most current rates, charges, terms and conditions and services may be obtained online at [www.abcourier.com](http://www.abcourier.com) or by calling 905-853-4444.
- 18.0 Service** Some shipments may be shipped by surface transport and/or handled by an A & B Courier independent contractor. Shipments handled by independent contractors destined to remote delivery areas may be delivered to a centralized delivery location and require the Consignee to pick up the Shipment.
- 19.0 Fuel Surcharge** A & B Courier reserves the right to apply a fuel surcharge on Shipments. The surcharge will be applied for such periods as A & B Courier may determine necessary. Current details on the fuel surcharge will be posted on the A & B Courier website at [www.abcourier.com](http://www.abcourier.com).
- 20.0 Security Surcharge** A & B Courier reserves the right to apply a security surcharge on all Shipments without prior notice. The surcharge will be applied for such periods as A & B Courier may determine necessary.
- 21.0 Packages Which Have Been Refused or Are Unidentifiable** If for any reason a Package or Shipment in the possession or control of A & B Courier cannot be either delivered to the Consignee or returned to the Shipper, including without limitation because the Package or Shipment has been refused or abandoned by the Consignee and or the Shipper or because the Shipper and or Consignee cannot be ascertained for any reason, A & B Courier will retain the Package or Shipment for a maximum period of 30 days or such longer period of time as in its sole discretion it determines ("Holding Period"). At the expiration of the Holding Period, A & B Courier is deemed to have fulfilled all obligations that it may as common carrier; the Shipper and Consignee will be deemed to have relinquished any and all proprietary rights in Packages and Shipments and or their contents which remain unidentified and or undeliverable ("Unclaimed Goods"); and to the fullest extent permitted by law, full and clear title to the Unclaimed Goods will pass to A & B Courier. Following the Holding Period, A & B Courier may dispose of the Unclaimed Goods in any manner it elects, including without limitation by sale or consignment to a third party and the sole recourse of the Shipper and or Consignee shall be in accordance with this section.
- 22.0 All figures in Canadian dollars** All dollar figures referred to in these Terms and Conditions are in Canadian dollars.