

TURNAROUND COURIERS TERMS AND CONDITIONS OF TRANSPORT

By placing an order with TurnAround Couriers Inc (“TC”), either by telephone or online, for pick-up and/or delivery of a package (“Package”), you the customer (“Customer”) agree to, all of the following terms and conditions:

1. Subject to the Customer ensuring that the Package is properly labelled and appropriately packaged, TC agrees that it is responsible for the Package while it is in its possession or custody, or that of its agents. TC 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, 4 and 5 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. Subject to the following, the amount of any loss or damage for which TC may be liable pursuant to clause 1 shall not in any event exceed \$50. If, however, the Customer wishes to insure the Package for an amount greater than \$50 but less than \$1000, it must indicate this when it places the order with TC. An additional charge equal to 2.5% per \$100 or part thereof on the declared value in excess of \$50 will be applied. TC is unable to insure the Package for an amount greater than \$1,000.
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 or clause 2 shall be made in writing to TC within 28 days of the pick-up date of the Package.
6. TC reserves the right to charge additional fees to all quoted rates in certain situations, including:
 - Where waiting time is incurred by its couriers (which is not due to the negligence or fault or disability of TC or its couriers);
 - Where the Customer has provided TC with incorrect information regarding the Package;
 - Where the Package cannot either be picked up or delivered, in which case a reattempt or return or cancellation is required.

7. Deliveries to residential addresses may be left in a secure location, including an external mailbox, without a signature unless the Customer has explicitly indicated the need for a signature at the time of ordering (for example, in the Special Instructions box of the New Order form online). For the avoidance of doubt, where a signature for a residential delivery is required and the recipient is not at home when the driver attempts delivery:
 - For Overnight deliveries, the delivery will automatically be reattempted once the next business day for no additional charge;
 - For Same Day deliveries, the Customer will be notified by TC and the delivery will be reattempted in line with the Customer's instructions, with additional charges being levied.
8. All invoices must be paid on receipt. In the event that payment is not received within 30 days of the date of invoice, TC reserves the right to charge additional late fees. Overdue balances are subject to interest calculated at 1.5% per month (19.6% per annum) which shall accrue and be payable to TC on all outstanding monies. In the event that payment is not received within 60 days of the date of invoice, TC reserves the right to suspend the Customer's account until all outstanding fees have been paid. In the event that a cheque presented to TC by the Customer for payment is returned to TC by the bank, or where a credit card is declined, TC will apply an additional administration charge of \$25.
9. These terms and 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. TC reserves the right to change these terms and conditions without notice.

Last revised in February 2014