

## TERMS & CONDITIONS

These Terms and Conditions apply to the provision of all Loomis Express services when shipping between points in Canada, or between points in Canada and various international points. In the event of any conflict or inconsistency between these Terms and Conditions and any other written or oral statement (including any Loomis Express Bill of Lading or other transit documentation), these Terms and Conditions shall govern. These Terms and Conditions together with the applicable Bill of Lading constitute the entire agreement with respect to Loomis Express' services and set out all covenants, promises, warranties, representations, conditions, understandings and agreements with respect to Loomis Express' services, and supersede all previous terms and conditions and any other prior documentation concerning Loomis Express services. Surcharges and factors are subject to negotiated Preferred Customer Agreement. Loomis Express reserves the right from time to time to unilaterally modify, amend or change these Terms and Conditions without notice.

### 1. **Services**

Loomis Express agrees to provide, at Loomis Express' specified rates, courier services in accordance with the terms and conditions set out in these Terms and Conditions and those set out in the applicable Bill of Lading. In these Terms and Conditions, "Bill of Lading" includes any Loomis Express shipping document, label, waybill, manifest or similar document. Loomis Express does not deliver to P.O. Boxes, rural and/ or fire routes.

Loomis Express shipping services available;

#### *Within Canada*

- Loomis Express Domestic 9:00 A.M.\*
- Loomis Express Domestic 12:00 P.M.\*
- Loomis Express Domestic 18:00
- Loomis Ground

#### *From Canada to the United States*

- Loomis Express 10:30 A.M.\*
- Loomis Economy Select
- Loomis Express Worldwide

#### *From Canada to International Destinations*

- Loomis Express 9:00 A.M.\*
  - Loomis Express 12:00 P.M.\*
  - Loomis Express Worldwide
- \*guaranteed service, some restrictions apply see "Service Guarantees"

### 2. **Service Guarantees**

Loomis Express will, upon a customer's request provide either a refund or credit of customer's transportation charges, for an outbound package/shipment(s) from Canada to Canada, the United States or any International destination that is delivered after the Loomis Express guaranteed delivery commitment time.

Service Guarantees are subject to the following conditions;

- (a) The Loomis Express package/shipment must qualify as a guarantee delivery point from the point of origin to destination for the applicable service selected
- (b) Credits for transportation charges will be applied to the payors account only, and refunds will be made payable to the payor only
- (c) Each package within the shipment must be properly labelled including from/to address detail with the receiver's correct name, deliverable address, postal code or zip code and telephone number

- Loomis Express will not deliver to a P.O. Box.
- (d) Loomis Express must be notified of a service failure in writing within fifteen (15) calendar days from the date of the scheduled delivery and be advised of the Receiver's name and address, date of shipment, package/shipment weight and the waybill number

Within 30 calendar days after customer notifies Loomis Express, Loomis Express shall provide one of the following:

- i. provide customer with the refund or credit;
  - ii. provide customer with evidence of timely delivery; or
  - iii. provide customer with information explaining the reason that the shipment is not eligible for the guarantee under the applicable limitations or exclusions
- (e) The guarantee applies only to shipments where:
    - i. each package weighs 75 pounds or less (actual or dimensional weight, whichever is greater); and
    - ii. no package is more than 36" by 24" by 72" inches. For shipments transported using Loomis Express International services specific weight and size restrictions apply, contact customer service for country specific restrictions
  - (f) The guarantee applies only to transportation charges paid by Canadian-based payers and is exclusive of all other items including, without limitation, duties, taxes and other charges or amounts.

To obtain a quoted delivery commitment time, contact Loomis Express Customer Service and supply the following information: (i) The commodity being shipped; (ii) the date and the time that the package will be available for pick-up; (iii) the exact destination, including postal code; (iv) the weight; and (v) the package dimensions. Should any such information prove to be inaccurate and, specifically, if a package is tendered to Loomis Express substantially later than the time supplied to Loomis Express Customer Service, no guarantee shall apply. In instances where a transit time range is quoted, the delivery commitment time will be the longest transit time quoted. Any transit time published in the Loomis Express' Rate Guide, websites or elsewhere, or quoted by Loomis Express Customer Service without the foregoing information, is only an estimate and is not the delivery commitment time.

- (a) In the case of multiple package shipments, this guarantee will apply to every package in the shipment. If a late delivery occurs for any package within the shipment, the refund or credit will be given for the portion of the transportation charges applicable to that package
- (b) Should the customer or its recipient specify a customs broker other than Loomis Express, delivery by Loomis Express shall be deemed to have occurred at the time Loomis Express notifies the customs broker that the shipment is available for customs clearance
- (c) Loomis Express is not obligated to act on any claim until all transportation charges have been paid
- (d) This guarantee does not apply to:
  - i. International inbound shipments; shipments to on-forwarded points; or multi-lot shipments over 15 packages
  - ii. Transportation charges resulting from returned or undeliverable packages or shipments
  - iii. The shipping date on the electronic waybill, shipping document, label or manifest generated does not match the pickup date by Loomis Express
  - iv. Shipments/packages exceeding Loomis Express size limitations including packages or shipments subject to a Non Standard Charge
  - v. Packages which are undeliverable for any reason, including improper or incomplete delivery instructions or information (which may include Post Office Box for recipient address, missing or incomplete recipient address, missing or inaccurate recipient telephone number), or unavailability or refusal of the recipient to accept delivery
  - vi. Chain of Signature Shipments
  - vii. Late delivery due to causes beyond Loomis Express' control including, without limitation to delays caused by the consignee, acts of God, public authorities acting with actual or apparent authority of law, acts, requirements or omissions of postal, customs or other government officials, riots, strikes or other labor disputes, civil commotion and disruption in air or ground transportation caused by weather and natural causes
  - viii. Shipments exceeding \$5,000 in value, or which is subject to lengthened transit times due to country-specific value limitations.
  - ix. Drop shipments
  - x. Any package picked up or scheduled to be delivered between December 12 and January 5
  - xi. Dangerous goods or hazardous materials

All other provisions of Loomis Express' Terms and Conditions of Carriage or Terms and Conditions of Service apply. This money-back guarantee can be suspended, modified or revoked at the sole discretion of Loomis Express without

prior notice, in respect to all customers or any particular customer.

### 3. **Domestic Accessorials**

*An additional charge will be applied as per the Loomis Express Rates in effect at the time of shipping for the following cases;*

#### **Address Correction**

If Loomis Express is unable to deliver a shipment because the address provided by the shipper is incorrect, incomplete, illegible or is addressed to a post office box or R.R.# locations on a waybill. Loomis Express will make every attempt to find the correct address for delivery but assumes no liability or responsibility for its inability to complete the delivery. Loomis Express will not be liable for failing to meet its scheduled delivery time for any package with an incomplete or incorrect address. The applicable fuel surcharge in effect at the time of shipping will also apply.

#### **Chain of Signature**

The shipper may require security control to track shipments from point of origin to destination. Loomis Express will provide manual and electronic security checks allowing visibility and accountability for your shipments. An additional charge will be applied as per the Loomis Express Rates in effect at time of shipping.

#### **eReturn**

Loomis Express will pickup and deliver shipments from your customer location returning it to your warehouse, office or destination of your choice. Certain items are prohibited from being shipped and are not accepted by Loomis Express for the eReturn service including hazardous materials and Dangerous Goods shipments.

**eReturn – Unable to Pickup** A charge will be assessed when a eReturn shipment is requested online and is not available for pickup.

#### **Extended Area Surcharge (Beyond and Interline)**

Loomis Express will assess an additional fee when the origin or destination point is considered a remote/extended area or the location is serviced by an authorized agent. The Extended Area Zone and Rates are available at [loomis-express.com](http://loomis-express.com).

#### **Fragile Shipments**

A shipper can request to have shipments handled with care by clearly indicating "Fragile" on the waybill or select "Fragile" through an electronic shipping platform that produces a label, manifest or shipping document. No claim against fragile shipments will be processed unless the description clearly indicates "Fragile". Contents and packaging are subject to inspection.

#### **Fuel Surcharge**

Loomis Express reserves the right to apply a fuel surcharge on all shipments regardless of destination and service selected. The duration and amount of any surcharge will be

determined at our sole discretion. By tendering your shipments to Loomis Express, you agree to pay all applicable surcharges as deemed by Loomis Express. Information on the fuel surcharge rates will be posted on [loomis-express.com](http://loomis-express.com).

#### **Manual Waybill Surcharge**

Loomis Express reserves the right to assess a fee when using a manual waybill or preprinted waybill applicable to the shipment in effect at the time of shipping.

#### **Missing or Invalid Account**

An additional charge will apply when the account number is missing or an incorrect account number is entered on the waybill by the shipper.

#### **Non Standard Shipment**

When applicable a Non Standard shipment surcharge fee will apply for the following instances;

**Overweight** - Any package or article equal to or greater than 75 pounds (34 kilograms) in weight (determined by the greater of the actual, cubed or declared weight)

**Oversize** - Any package or article which measures greater than or equal to 60 inches (154 centimeters) in length

*The Overweight fee will not be charged in combination with an Oversize fee.*

#### **Paper Invoice Fee**

A fee will be applied on the customers invoice when they request a paper invoice by mail.

#### **Pickup not available (PUNA)**

A fee will apply when a driver arrives at the shippers address after a requested or scheduled pickup is not cancelled, ready or available.

#### **Repeat Delivery Attempt**

If Loomis Express is unable to deliver a shipment on the first attempt, a notice will be left at the Receivers delivery address stating that a delivery attempt was made. The next business day another delivery attempt will be made automatically at no additional charge. A fee will be charged when a third subsequent delivery attempt is requested by the receiver. The charge will be applied to the receiver. The applicable fuel surcharge in effect at the time of the shipping will also apply to this service.

#### **Residential**

An additional charge will apply to a residential pickup and/or delivery from/to a home, including a business operating out of a home. Residential locations are deemed by Loomis Express as primarily residential or low commercial density based on postal code. The applicable fuel surcharge in effect at the time of shipping will also apply to this service.

#### **Return Cheque**

The Loomis Express Return cheque service will collect payment from the receiver on delivery of shipped goods. This payment will be made payable to the shipper and sent back to them via Return Cheque service. Enter the amount

of payment on the Return cheque waybill and Loomis will accept payment from the receiver in the form of a cheque, post-dated cheque, certified cheque, bank draft or money order before releasing the package/shipment to the consignee. Loomis Express is not responsible for mis-issued cheques and NSF/stop payment fees.

#### **Saturday Delivery**

For select Loomis Express services and select destinations this optional Saturday delivery service is available. The Saturday delivery option must be selected and indicated in the designated area on the waybill at the origin pickup location. The applicable fuel surcharge in effect at the time of the shipping will also apply to this service.

#### **Shipment Value Protection**

If a shipper declares the value of a shipment exceeding \$2,500 to a maximum of \$5,000 then a pre-authorization must be obtained from Loomis Express Customer Service prior to shipping. A Special Agreement number will be issued and must be visible on the waybill shipping document, label or manifest. Certain restrictions apply; please refer to the section 15 and 16.

#### **Special Handling**

Loomis Express may accept shipments that require special handling. The charge will apply to;

- Any package that requires repackaging due to inappropriate or insufficient original packaging
- Any articles due to their nature (e.g., size, shape, packaging, contents) are deemed by Loomis Express, in its sole discretion, to be unsuitable for our sorting facilities (e.g. ball bearings, nuts, bolts and fasteners, liquids, wooden or metal crates).
- Any package or article; pail or container not fully encased in an appropriate shipping container.

#### **4. Limitation of Liability**

Loomis Express shall not be liable, for any special, indirect, incidental, consequential or punitive damages including but not limited to, loss of income, profits, interests, utility or loss of market incurred by Shipper, Receiver or Third Party (or any other person or company) as a result of Loomis Express' (or Loomis Express agents or independent contractors) acts or omissions, including but not limited to gross negligence, negligence causing damage, failure to deliver, loss or theft of or damage to the shipment, or late or delayed shipment.

If a Shipper, Receiver or Third Party has an extremely time-sensitive package, the loss or delay of which may result in consequential damages, the shipper must contact his own insurance agent or broker to insure against such risks, as Loomis Express does not assume such liabilities. Loomis Express does not provide and will not arrange for such insurance.

#### **5. Terms of Payment**

Customers shall pay Loomis Express within seven (7) days from date of invoice. In the event the customer fails to pay an invoice in full, when due, interest calculated at the rate of

1.8% per month (with an effective rate of 26.95% per annum) shall accrue and be payable to Loomis Express, on all outstanding amounts.

Sales Tax: The customer will pay Loomis Express any and all applicable sales taxes as required by law.

GST/HST Registration Number – 819585878RT0001

QST Registration Number- 1211420274TQ001

#### Method of Payment

**Pre-Authorized Payment** - customers can setup a P.A.P. plan which allows Loomis Express to withdraw funds from the customer's account when invoice is due.

**Credit Card** – customers can setup automatic credit card payment and Loomis Express will charge the credit card when the invoice is due.

**Electronic Fund Transfer** –customers will make an invoice payment by depositing funds to the Loomis account (for amounts greater than \$10,000).

**Cheque** - payable to Loomis Express. The cheque must contain the Loomis Express account number and Invoice number with the remittance slip.

#### Invoice Adjustments

Invoice and billing discrepancies must be brought to the attention of Loomis Express within ninety (90) days from the invoice date. After such time any billing dispute is waived and deemed accepted by the customer. Customers can call 1-866-662-0021 to report discrepancies.

#### Shipper Payment Guarantee

The shipper shall pay Loomis Express all shipping charges including all accessorial, taxes and fuel charges, in the event that the receiver, on a collect shipment or third party shipment refuses to pay Loomis Express, when a shipment is undeliverable (including when the receiver is unable to accept delivery of the shipment for any reason), the shipper shall pay all the charges incurred in the delivery and the return of the shipment to the shipper (including all Taxes and Surcharges).

#### 6. **Right to Refuse Shipments**

Loomis Express reserves the right to refuse to accept (in whole or in part) any shipment which Loomis Express 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. Loomis Express reserves the right to refuse service in its sole discretion any shipment that may soil, taint or otherwise damage other merchandise or equipment, or which is economically or operationally impractical to transport, or which is improperly prepared, packaged or wrapped for transport. Loomis Express reserves the right to refuse to provide service when the account of the person or entity responsible for payment is not in good standing.

#### 7. **C.O.D. Shipments and Third Party Billing**

Loomis Express does not accept C.O.D. shipments. If the customer requests Loomis Express to bill the receiver or a third party, the customer agrees that it will ultimately be liable for and agrees to pay all charges relating to such

shipment (including without limitation all taxes and duties) if the receiver or third party does not pay.

#### 8. **Volumetric Weight Calculation**

To calculate the cubed imperial weight for all Canadian and International shipments, use: L x W x H (in inches) / 1,728 (1 cubic foot) x 15\* (cubing factor in LBS) = volumetric weight in pounds. To calculate the metric weight for all Canadian and International shipments, use L x W x H (in centimeters) / 28,317 (1 cubic foot) x 6.804\* (cubing factor in Kgs) = volumetric weight in Kgs.

#### 9. **Reweighting of Shipments**

At any time during the transport and notwithstanding that a weight may be declared on the Bill of Lading, Loomis Express may reweigh or cube any shipments and assess additional transportation charges based on the IATA volumetric standard. Reweighting is done utilizing scales approved by Weights & Measures Canada. Loomis Express may in sole discretion, increase or adjust charges based on the results of a reweigh or cube assessment. If the shipment weight is not declared on the bill of lading, Loomis Express will assume a default weight of 15 lbs and charges will apply accordingly.

#### 10. **Minimum Billable Weight (multiple piece shipments)**

A minimum billable weight of 6 lbs. (3 kg) per piece will apply when the average weight per piece in a multiple piece shipment (2 or more pieces) is less than 6lbs. (3kg). *The weight of each piece will be determined based on the greater of the declared, actual or cube weight.*

#### 11. **Dangerous Goods**

Loomis Express will accept for shipment certain classes of Dangerous Goods subject to compliance with all applicable legislation, including without limitation the International Air Transport Association ("IATA") Regulations and the Transportation of Dangerous Goods Act.

Loomis Express will accept the following Dangerous Goods:

- Class 1.4G Explosives
- Class 1.4S Explosives
- Class 2 Gases
- Class 3 Flammable Liquids
- Class 4 Flammable Solids
- Class 5 Oxidizers & Organic Peroxides

The following is a list of dangerous goods which Loomis Express will not transport without the prior written consent of the appropriate Area Director and the Human Resources Department specifying the customer and products:

- Class 2.3 Toxic Gases
- Class 4.3 Water Reactive substances; (pkg Grp I)
- Class 6.2 Infectious substances, Category A
- Class 7 Radioactives – only items UN2910 or UN2911
- Class 8 Corrosives
- Class 9 Miscellaneous products

Dangerous Goods may NOT be packaged in a Loomis Express branded envelope, flyer or box. Loomis Express will only accept dangerous goods for shipment that are properly packaged to ensure safe transportation in accordance with all applicable laws. Loomis Express does not accept any Dangerous Goods shipments to be sent "via air". An additional charge will be applied to each Dangerous Goods shipment as per the Loomis Express Rates in effect at time of shipping. Loomis Express may change its policies in connection with Dangerous Goods without notice.

Certain exceptions and restrictions apply when shipping Dangerous Goods to International destinations. Call 1.855.2LOOMIS (1.855.256.6647) for further information. Tendering Dangerous Goods shipments;

- Shipper must know the appropriate classification
- Proper packaging in accordance with applicable laws
- Proper marking and labeling of each piece in accordance with applicable laws
- Appropriate documentation/training where applicable to perform any activities related to dangerous goods in accordance with applicable laws

The tender and pickup of a Dangerous Goods shipment does not constitute acceptance of freight. All Dangerous Goods shipments will only be accepted once it has been verified and reviewed by a trained Loomis Express DG specialist.

## 12. Prohibited Items

Loomis Express will not transport any shipment that is prohibited by law from transporting and is inadequately or improperly prepared for ordinary transport. Loomis Express will refuse and return any shipment that is considered unsafe or unlawful to transport and reserves the right to open and inspect any package tendered for transportation. The following list summarizes restricted commodities not accepted by Loomis Express for transport. Should these items be inadvertently carried by Loomis Express despite their prohibition, Loomis Express shall have no liability whatsoever for their loss or damage. This list is not all inclusive and is subject to change without notice.

- (a) Domestic Destinations: Items which Loomis Express will not accept for shipment within or to Canada include, without limitation, the following:
- Shipments containing in excess of 30% glass content
  - Live animals, insects, plants or fish
  - Human remains
  - Drugs prohibited by law
  - Jewelry or original artwork
  - Seafood, meat, poultry or fish
  - Perishable items
  - Cash, bonds, stocks or other negotiable instruments
  - Tobacco (in excess of 50 cartons and/or in excess of 10 kg, unless under contract to dealer)
  - Items restricted by IATA or ICAO (International Civil Aviation Organization)

- Items which Loomis Express determines, in its sole discretion, that it cannot transport safely or legally

- (b) U.S. Destinations: In addition to those set out above under "Prohibited Items: Domestic Destinations", items which Loomis Express will not accept for shipping to, from or within the U.S. include, without limitation, the following:

- Cuban cigars
- Coins of any kind
- Furs and fur clothing
- Weapons and ammunition

- (c) International Destinations (other than the U.S.)  
Restricted items vary by country.

Loomis Express may change its policies in connection with restricted and prohibited shipments without notice. For further information on domestic, US and international restrictions, please contact 1.855.2LOOMIS (1.855.256.6647).

*Note:* Any marine transport shipments must conform to International Marine Dangerous Goods Code (MDC) except for travel on roll on/off ferry. Refer to Special Provisions in Dangerous Goods Regulations.

## 13. Inspection of Shipments

Without notice, Loomis Express may, at its sole discretion, open and inspect any shipment and its contents at any time. Customs authorities, or other governmental authorities, may also open and inspect any shipment and its contents at any time.

## 13. Routing

Customer agrees to all routing and diversion, including the possibility that the shipment may be carried via intermediate stopping places which Loomis Express deems appropriate. Loomis Express reserves the right to substitute alternate methods of transport than those selected by the customer. Loomis Express also reserves the right to substitute non-courier carriers to complete shipment deliveries to remote or non-Loomis Express serviced destinations. Loomis Express' exercise of any of its rights under this paragraph shall in no way affect Loomis Express' maximum liability as provided in these Terms and Conditions (see "Maximum Liability").

## 14. Warsaw Convention

In these Terms and Conditions, references to the Convention mean the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or that Convention as amended by the Hague Protocol 1955, the Montreal Protocol No. 4 and/or the Convention. Supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other than the Contracting Carrier, or at that Convention as may otherwise be amended, as applicable. When a shipment involves a destination or stop in a country other than the country of departure, the Convention may apply and, in most cases, will limit Loomis Express' liability with respect to loss or damage to, or in delay in carriage of, such shipments.



#### **15. Maximum Liability**

Where the Convention does not apply to a shipment, the maximum amount of any losses or damages of any kind whatsoever and, howsoever caused, for which Loomis Express may be liable is \$2 per LB (or \$4.41 per kilogram) computed on the total weight of such shipment, unless a higher value is declared on the Bill of Lading at the time of pickup and the sender has paid all applicable surcharge. In no event, however, will Loomis Express be liable for consequential, incidental, or indirect damages, including loss of profits or income, whether or not Loomis Express had knowledge that such damages might be incurred. Where the Convention applies to the shipment, Loomis Express' maximum liability will be subject to the rules of liability established by the Convention.

#### **16. Shipment Value Protection**

Declared value for carriage is required by Loomis Express to determine transport liability limits, while "declared value for customs" is required by customs officials for possible assessment of duties and taxes. The declared value for carriage of any shipment represents Loomis Express' maximum liability in connection with a shipment, subject to section 15 above and to the rules of liability established by the Convention where the Convention applies. In no event, however, shall there be a declared value in excess of \$5,000 and any value declared in excess of same will be deemed to be invalid. The shipment value must be declared on the Bill of lading at the time of pickup. All shipments with a declared value exceeding \$2,500 must have a pre-authorization number obtained from the local Loomis Express branch or by calling Customer Service at 1.855.2LOOMIS (1.855.256.6647) prior to shipping. The number is to appear in the Special Agreement box on the waybill. Additional charges will apply. The pre-authorized number must be a valid number issued by Loomis Express at the time of shipping, otherwise the declared value amount will be null and void and will not be eligible for SVP. For shipments transported using Loomis Express International Services, contact customer service for country specific limits and exclusions.

#### **17. Notice of Claim for Loss or Damage**

In case of damage, please call Customer Service at 1.855.2LOOMIS (1.855.256.6647) within 48 hours and request an immediate inspection. With respect to any claim, including a claim for loss, delay or damage where the Convention does not apply, the customer must submit a written notice of claim (along with the Bill of Lading and other supporting documentation) within sixty (60) days from the date of delivery or, in the event that Loomis Express failed to make delivery, within ninety (90) days from acceptance of the shipment for delivery. In the event of a claim for concealed damage not discovered at the time of delivery, customer must promptly provide Loomis Express with written notice after discovery of the damage, and in any event not later than 48 hours after the date of delivery. Further, subject to any applicable statutory provisions providing otherwise, a statement of claim instituting an

action must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill.

In the case of shipments where the Convention does apply, written claims for loss of or damage to the shipment must be received by Loomis Express within fourteen (14) days from the date of receipt of the shipment; for damages or losses of any kind resulting from delay, within twenty-one (21) days from the date of receipt of the shipment; and for damages or losses of any kind due to non-delivery or mis-delivery, within ninety (90) days after Loomis Express' acceptance of the shipment for carriage. Further, any action must be brought within two (2) years from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which carriage stopped. Failure to comply with any of these conditions in this paragraph, including time limits, will result in the denial of customer's claim, and Loomis Express will have no liability or obligation to pay the claim. No claims will be considered until all freight charges have been paid.

#### **18. Shipper's Risk**

Shipments containing glass, liquids, ceramics, items requiring temperature control, privately packaged, non-disclosed perishable items, personal items or prohibited items accepted by Loomis Express will travel at the shipper's risk on a no-value basis and Loomis Express' maximum liability cannot be increased by the customer (even if a higher value has been declared on the Bill of Lading). For a list of prohibited items, please refer to section 11. Shipment Value Protection does not apply to prohibited items.

#### **19. No Liability**

Loomis Express assumes no liability for any loss, damage or delay due to improper packing or marking of shipments.

#### **20. Circumstances beyond Loomis Express' Control**

Loomis Express is not liable if a shipment is lost, damaged, delayed, misdelivery or failure to deliver because of circumstances beyond Loomis Express' control. Including and without limitation to, any act, default or omission of the Shipper, owner, receiver or any party having an interest in the shipment, defects to do with the nature of the shipment, incorrect or inadequate packaging or markings or address even if known to us when we accepted it, Act of God" (e.g. earthquake, cyclone, storm, flood), "Force majeure" (e.g. war, terrorism, plane crash or embargo), Disruptions in national or local air or ground transportation, Civil unrest, Disruption or failure of communication and information systems, strikes or labour disruptions. Loomis Express is also not liable for electrical or magnetic damage to, or erasure of, electronic or photographic images or recordings.

#### **21. Customer Warranty**

Shippers warrant that each item in a shipment to be carried under these Terms and Conditions are properly described on the Bill of Lading and that such items are acceptable for transport by Loomis Express, and that the shipment is properly marked, addressed and packaged in accordance with these Terms and Conditions and all applicable laws

(including, without limitation, Dangerous Goods legislation and IATA and ICAO regulations). The shipper indemnifies Loomis Express for any and all claims arising out of the shipper's breach of such warranty.

**22. Privacy**

By sending or receiving a shipment, or being identified as a third party for billing purposes, customers consent to the collection, use, or disclosure of their personal information by Loomis Express for the purposes of providing the carrier services. In particular, with respect to a shipment, customers consent to Loomis Express' disclosure of personal information to the shipper, the recipient and, if applicable, the third party identified for billing purposes.

**23. Governing Law**

The Bill of Lading and these Terms and Conditions shall be governed by the laws of the jurisdiction where the shipment originates, and the customer irrevocably submits to the non-exclusive jurisdiction of the courts of such jurisdiction, unless contrary to applicable law.

**24. Severability**

If, in any jurisdiction, any provision of these Terms and Conditions or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions and without affecting the validity or enforceability of such provision in any other jurisdiction or

without affecting its application to other parties or circumstances.

**25. Customs Clearance**

Shipper authorizes Loomis Express (however, Loomis Express is under no obligation) to complete on shipper's behalf any documents required to comply with applicable laws and regulations, and to act as shipper's forwarding agent for customs and export control purposes. Shipper agrees that Loomis Express may abandon and/or release any item which Loomis Express declares to be unacceptable or which shipper has undervalued for Customs purposes or mis-described, whether intentionally or otherwise, without incurring any liability whatsoever to shipper, receiver or any other third party and shipper will reimburse Loomis Express upon demand all claims, damages, fines and expenses arising from and for costs incurred in returning the shipment to the shipper or warehousing the shipment pending disposition.

**26. Future Changes**

Loomis Express reserves the right to unilaterally modify or amend any portion of the Loomis Rates or Terms and Conditions at any time without prior notice. In the event of a conflict between the Terms and Conditions and an effective customer agreement, these Terms and Conditions shall take precedence.