



## TERMS AND CONDITIONS OF SERVICE

Goods accepted by Kel-X Direct Services Ltd. (hereinafter called the "Company") from the owner, consigner, shipper, broker or freight forwarder (hereinafter called the "Customer") will be subject to the following terms and conditions as mutually agreed.

1. ALL DELIVERY TIMES ARE ESTIMATES ONLY AND MAY VARY DUE TO WEATHER, TRAFFIC AND DISTANCE.
2. ALL DELIVERIES MUST BE WRAPPED, PACKED AND ADDRESSED BY THE CUSTOMER FOR SAFE HANDLING.
3. STORAGE AND LATE CHARGES: The Company is not responsible for any charges, fees and/or penalties incurred by the Customer or others as a result of goods not being delivered for whatever reason whatsoever.
4. LIMITS OF LIABILITY: The Company's liability is limited to \$2.00 per pound (\$4.41 per kg) per shipment unless otherwise indicated when the order is placed, to a maximum of \$50.00 per shipment. Declared Value Goods (over \$50.00): Cost is \$3.00 for every \$100 of declared value to a maximum of \$1000.00. Any declared value goods must be authorized in writing by the management of the Company. All insured goods must be shipped on a service level of "Rush" only. The Company is not liable for damages caused as a result of delay regardless of the reason for the delay.
5. NOTICE OF CLAIM: The Company will not be liable for any loss, damage or delay to any goods carried by or on behalf of the Company 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 forty-eight (48) hours after delivery of the goods.
6. FRAGILE GOODS: The Company shall have no liability for loss, damage or delay due to improper packing or improper labeling of shipments. No claim shall be recognized for fragile commodities such as glass, ceramics, delicate instruments and plants unless the package has been clearly marked "FRAGILE." In such cases the rate will be one and one-half times the normal rate.
7. CREDIT PRIVILEGES: All shipments are on a cash basis unless the Customer has established an account with the Company prior to service being performed. The Customer guarantees to pay for any and all shipping charges including "Collect Shipment" costs, which are not honored for whatever reason by the consignee.
8. PAYMENT TERMS: Accounts due and payable net 30 days unless otherwise agreed upon. Accounts outstanding beyond thirty (30) days will bear interest at 2% per month, calculated daily and compounded monthly.
9. DANGEROUS GOODS: If any dangerous goods are shipped, the Company shall have no liability or obligations whatsoever, including without limitation for losses, costs and/or damages to the Customer, consignee or third party and the Customer shall indemnify and hold harmless the Company from all costs, losses and damages of whatsoever kind or nature arising from the shipment of dangerous goods. Customers must declare dangerous goods deliveries at the time the order is placed and must provide accompanying paperwork. Must be regular service. Subject to \$20 surcharge.
10. WAITING AND LOADING TIME: The Company may offer a grace period after which additional charges will apply at rates set by the Company from time to time.
11. WRONG ADDRESS: The zone rate from incorrect zone to correct zone will be charged at the same service level as the original order for goods shipped with an incorrect address.
12. INCOMPLETE PICK UPS: A service fee will be charged when a pick up is attempted but not available for pick up upon arrival.
13. INCOMPLETE DELIVERY: When a delivery is attempted but not completed due to the unavailability of the consignee, a service fee will be charged for re-attempting delivery.
14. THE COMPANY DOES NOT GUARANTEE DELIVERY TIMES.
15. Terms and Conditions are subject to change without notification.