

Amendment #2 to the Purolator Terms and Conditions of Service

Effective July 18, 2022, the published Purolator Terms and Conditions of Service is hereby amended as detailed below. Except as amended herein, the Purolator Terms & Conditions shall remain in full force and effect.

Page 5 – Purolator Returns™ Services

THE FOLLOWING NEW SUB-SECTION IS ADDED

Purolator Returns™ Services

Purolator Returns™ services are available to Account Customers for Courier Shipments tendered to Purolator at select access points for travel within Canada. Purolator Returns™ Courier Shipments must be declared and prepared using an Automated Shipping System. The corresponding return Bill of Lading may be included with an outbound Shipment (“Outbound Return Service”) or independently created and not associated with an outbound Shipment (“Return Management Service”).

The Customer is responsible to ensure that a Purolator Returns™ Courier Shipment complies with each of the following criteria:

- 49 lbs or less
- Not require any Special Handling, unless agreed to in a Services Pricing Agreement between Purolator and the Account Customer
- Complies with Purolator’s Shipment Acceptance Policy, including packaged in appropriate external packaging (as determined by Purolator)
- Not contain Dangerous Goods (Hazardous Materials), Limited Quantity Dangerous Goods, Prohibited Articles and/or liquids, unless agreed to in a Services Pricing Agreement between Purolator and the Account Customer
- Not travel as Adult Signature Required, Chain of Signature or ExpressCheque shipments
- Contains a valid returns shipping label, prepared using an Automated Shipping System, containing all information required by Purolator to service

Shipments not meeting any criteria listed above or deemed a risk to the distribution network, as determined by Purolator, may be refused for service. Where a Shipment non-compliant with any of the above criteria or deemed a risk enters Purolator’s distribution network, the Shipment may be stopped by Purolator at any point. Purolator may contact the Customer to attend and collect the Shipment, quote additional conditions or charges to continue to service the Shipment or elect to remedy the issue, each at an additional charge for which Customer is responsible. Any Shipment non-compliant with any of the above criteria or deemed a risk to Purolator’s distribution network is excluded from eligibility for a claim in relation to service guarantees, loss, damage, or delay.

Each Purolator Returns™ Courier Shipment is serviced and travels on an as-is and as-received basis. Purolator makes no assessment of any kind to the Shipment including any content(s) within. Purolator makes no implied or express warranty as to the merchantability or fitness of the content(s) related to a Purolator Returns™ Courier Shipment. Purolator is not liable or responsible for the content(s) of the Shipment, the condition or merchantability of the content(s), any type of assessment of or to the content(s) including eligibility for return, validation of any return merchandise authorization (or other similar information), any accuracy of the content(s), and Purolator provides no warranty on the safety of the content(s) within a Shipment.

Notwithstanding any other terms set out in these Terms and Conditions, Purolator Returns™ Courier Shipments are not eligible for any claim, (i) alleging damage of any kind to the Shipment or its content(s), (ii) alleging missing or incorrect content(s), (iii) alleging wrong delivery, (iv) deemed by Purolator to be fraudulent or related to fraudulent activity, and/or (v) for a declared value (including when the surcharge is paid), and any such claim relating to a Purolator Returns™ Courier Shipment will be denied. Purolator will not assume any responsibility or liability in relation to the above-mentioned scenarios, and all such Purolator Returns™ Courier Shipments will be deemed to travel on a no-value basis. For a claim alleging loss of any Purolator Returns™ Courier Shipment and its content(s), where the claim is not related to any scenario(s) identified above (as determined by Purolator), Purolator's maximum liability will be governed by the Claims section of these Terms and Conditions (see "Valuation of Claim for Loss or Damage"), provided that Purolator's records must indicate an induction scan for the corresponding Shipment(s) and a declared value will not increase Purolator's liability. This represents a Customer's sole remedy for any loss to a Purolator Returns™ Courier Shipment and its article(s). For clarity, a declared value to any Purolator Returns™ Courier Shipment will not trigger or increase Purolator's liability, including in relation to a valid loss claim. Any claim for loss of a Purolator Returns™ Courier Shipment will be processed in accordance with the Claims section of these Terms and Conditions, provided a claim may only be submitted by the Account Customer, all claims shall be filed within 60 calendar days from Purolator's record of the induction scan, and any claim submitted beyond this 60 calendar day period is excluded from eligibility and will be denied.

Account Customer agrees to indemnify, defend and hold-harmless Purolator against all claims, actions, demands, costs, losses and/or damage arising in relation to any Purolator Returns™ Courier Shipment that is noncompliance with the terms governing Purolator Returns™ services, including all packaging and/or labelling conditions and the Purolator Terms and Conditions generally.

Page 21 – Declared Value Surcharge

ORIGINAL:

Customers may declare a value for the Shipment on the Bill of Lading. If a value is declared, an additional surcharge will be applied to (i) Freight Shipments (in increments of C\$100, rounded up to the nearest whole number), and (ii) all Courier Shipments (except Same Day Shipments) with a declared value exceeding C\$100, both in accordance with and as listed in Purolator's Rate Guide in effect at the time of shipping. Please see Purolator's published Rate Guides available at purolator.com for surcharge details. A value for Purolator liability purposes cannot be declared for Purolator Same Day Shipments.

Customers must expressly declare a value for the Shipment on the Bill of Lading in order to be entitled to submit a claim for the declared value of the Shipment.

For the maximum valuation of a claim for loss or damage to a Shipment for which a Customer has declared a value, see "Valuation of Claim for Loss or Damage". In no event shall Purolator pay a claim for a declared value that exceeds the actual value of the lost or damaged Shipment. For greater certainty, the declared value surcharge does not constitute insurance but rather an increase in Purolator's limitation on liability (see "Liability of Purolator – Maximum Liability").

AMENDED TO:

Customers may declare a value for the Shipment on the Bill of Lading. If a value is declared, an additional surcharge will be applied to (i) Freight Shipments (in increments of C\$100, rounded up to the nearest whole number), and (ii) all Courier Shipments (except Same Day Shipments) with a declared value exceeding C\$100, both in accordance with and as listed in Purolator's Rate Guide in effect at the time of shipping. Please see Purolator's published Rate Guides available at purolator.com for surcharge details. A value for Purolator liability purposes cannot be declared for Purolator Returns™ Courier Shipments and Purolator Same Day Shipments.

Customers must expressly declare a value for the Shipment on the Bill of Lading in order to be entitled to submit a claim for the declared value of the Shipment, provided that a Purolator Returns™ Courier Shipments travels on a no-value basis and is not eligible to a claim for any declared value.

For the maximum valuation of a claim for loss or damage to a Shipment for which a Customer has declared a value, see "Valuation of Claim for Loss or Damage". In no event shall Purolator pay a claim for a declared value that exceeds the actual value of the lost or damaged Shipment (including the content(s) therein) or the cost of repairing the content(s), each at the time the claim is assessed by Purolator. For greater certainty, the declared value surcharge does not constitute insurance but rather an increase in Purolator's limitation on liability (see "Liability of Purolator – Maximum Liability").

Page 42 – Valuation of Claim for Loss or Damage

ORIGINAL:

Regardless of the weight of the Shipment Purolator's maximum liability for loss of, or damage to, a Shipment will not exceed the lesser of (a) Purolator's maximum liability set out in these Terms and Conditions; (b) the market value of the article(s); (c) the original cost of the article(s) to the claimant; and (d) the cost of repairing the article(s). In the event that a Customer has declared a value on the Bill of Lading, Purolator's maximum liability for loss of or damage to a Shipment shall not exceed the higher of (a) the declared value of the Shipment; and (b) Purolator's maximum liability set out in these Terms and Conditions. In no event shall Purolator pay a claim for a declared value that exceeds the actual value of the lost or damaged Shipment.

AMENDED TO:

Regardless of the weight of the Shipment Purolator's maximum liability for loss of, or damage to, a Shipment will not exceed the lesser of (a) Purolator's maximum liability set out in these Terms and Conditions; (b) the actual market value of the article(s) at the time the claim is assessed by Purolator; (c) the original cost of the article(s) to the claimant; and (d) the cost of repairing the article(s) at the time the claim is assessed by Purolator.

In the event that a Customer has declared a value on the Bill of Lading, Purolator's maximum liability for loss of, or damage to, a Shipment shall not exceed the lesser of (a) the declared value of the Shipment up to the maximum amount that may be declared as set out in these Terms and Conditions; (b) the actual market value of the article(s) at the time the claim is assessed by Purolator; (c) the original cost of the article(s) to the claimant; and (d) the cost of repairing the article(s) at the time the claim is assessed by Purolator. In no event shall Purolator pay a claim for a declared value that exceeds the actual value of the lost or damaged Shipment (including the article(s) therein) or the cost of repairing the article(s), each at the time the claim is assessed by Purolator.