

Terms and Conditions

These Terms and Conditions apply to Frontier Supply Chain Solutions Inc. services when shipping between points in Canada, or between points in Canada and the United States. In the event of any conflict or inconsistency between these Terms and Conditions and any other written or oral statement (including 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 Frontier's logistics services and set out all covenants, promises, warranties, representations, conditions, understandings and agreements with respect to Frontier's services, and supersede all previous terms and conditions and any other prior documentation concerning Frontier's services.

Frontier Supply Chain Solutions Inc ("Frontier") reserves the right from time to time to unilaterally modify, amend or change these Terms and Conditions without notice.

Frontier DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS.

Frontier does not guarantee any delivery times.

1. **Services:** Frontier agrees to provide, at Frontier's specified rates and 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 Frontier shipping document, label, waybill, manifest or similar document. Frontier does not deliver to P.O. Boxes unless shipped via Postal Carrier.
 2. **Right to Refuse Shipments:** Frontier reserves the right to refuse to accept (in whole or in part) any shipment which Frontier 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 or is contrary to any of these Terms and Conditions.
 3. **C.O.D. Shipments and Third Party Billing:** If the customer requests Frontier 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.
 4. **Reweighting of Shipments:** At any time during the shipment and notwithstanding that a weight may be declared on the Bill of Lading, Frontier may reweigh or cube any shipments and assess additional transportation charges based on the IATA volumetric standard
 5. **Volumetric Weight Calculation:** To calculate the cubed imperial weight for all Canadian and International shipments, use: $l \times w \times h$ (in inches) / 1,728 (1 cubic foot) $\times 10^*$ (cubing factor in Lbs) = volumetric weight in pounds. To calculate the metric weight for all Canadian and International shipments, use $l \times w \times h$ (in centimeters) / 28,317 (1 cubic foot) $\times 6.804^*$ (cubing factor in Kgs) = volumetric weight in Kgs *Refer to service agreement to determine cubing factor.
 6. **Dangerous Goods:** Frontier 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. In no event will Frontier accept any of the following Dangerous Goods:
 - Explosives
 - Radioactives which are pyrophoric or explosive
 - Infectious substances packed with other goods
 - Unsecured cylinders
 - Loaded firearms
 - Wastes
- Frontier does not accept any Dangerous Goods shipments to be sent "via air". An additional fee will apply to each Dangerous Goods shipment. Frontier may change its policies in connection with Dangerous Goods without notice. Certain exceptions and restrictions apply.
7. **Inspection of Shipments:** Without notice, Frontier 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.
 8. **Routing:** Customer agrees to all routing and diversion, including the possibility that the shipment may be carried via intermediate stopping places which Frontier deems appropriate. Frontier reserves the right to substitute alternate methods of transport for those selected by the customer. Frontier's exercise of any of its rights under this paragraph shall in no way affect Frontier's maximum liability as provided in these Terms and Conditions (see "Maximum Liability").
 9. **Re-Attempted Deliveries and Undeliverable Shipments:** Undeliverable shipments and re-attempts at deliveries shall be dealt with in accordance with Frontier's then current policies and procedures. Additional charges may apply.
 10. **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 Frontier's liability with respect to loss or damage to, or in delay in carriage of, such shipments.

11. **Maximum Liability:** Where the Convention does not apply to a shipment, the maximum amount of any losses or damages, howsoever caused, for which FRONTIER may be liable is \$4.41 CDN. Per kilogram (or \$2.00 CDN. per pound) 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 any applicable surcharge. Notwithstanding the weight of any shipment, in no event shall Frontier's liability in respect of any shipment be greater than the allowable maximum declared value provided in paragraph 15.

In no event, however, will Frontier be liable for consequential, incidental, or indirect damages, including loss of profits or income, whether or not Frontier had knowledge that such damages might be incurred. Where the Convention applies to the shipment, Frontier's maximum liability will be subject to the rules of liability established by the Convention.

12. **Notice of Claim for Loss or Damage:** In case of damage, please call Frontier 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 60 days from the date of delivery. In the event that Frontier fails to make delivery, claim must be submitted within nine (9) months after the date of shipment. In the event of a claim for concealed damage not discovered at the time of delivery, customer must promptly provide Frontier with written notice after discovery of the damage, and in any event not later than 48 hours after the date of delivery. The filing of a lawsuit does not constitute compliance with the above notice provisions. 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 Frontier 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 FRONTIER's 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. Frontier will not accept liability for cargo claims for product amounts under \$50.00 for LTL shipments, and \$15.00 for Parcel shipments.

Failure to comply with any of these conditions in this paragraph, including time limits, will result in the denial of customer's claim, and Frontier will have no liability or obligation to pay the claim.

No claims will be considered until all freight charges have been paid.

13. **Shipper's Risk:** Shipments containing glass, liquids, ceramics, items requiring temperature control, privately packaged personal items or prohibited items accepted by Frontier will travel at the shipper's risk on a no-value basis and Frontier's maximum liability as provided in paragraph 14 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 paragraph 9. Shipment Value Protection does not apply to these shipments.

14. **No Liability:** Frontier assumes no liability for any loss, damage or delay due to improper packing or marking of shipments.

15. **Delayed Shipments:** Frontier will make every reasonable effort to deliver customers' shipments according to Frontier's regular

elivery schedules; these are not, however guaranteed and do not form part of these Terms and Conditions. Frontier is not liable for any delays and is not responsible for the consequences of a failure to deliver by a stipulated time.

16. **Circumstances beyond Frontier's Control:** Frontier is not liable if a shipment is lost, damaged or mis-delivered because of circumstances beyond Frontier's control. These include, without limitation:

- "Act of God" (e.g. earthquake, cyclone, storm, flood)
- "Force majeure" (e.g. war, terrorism, plane crash or embargo)
- Strikes or labour disruptions
- Any defect of characteristic to do with the nature of the shipment, even if known to us when we accepted it.
- Any action or omission by anyone outside Frontier.
 - For example:
 - The sender of the shipment
 - The receiver of the shipment
 - An interested third party
 - Any public authority (including Customs and other Government officials)

Frontier is also not liable for electrical or magnetic damage to, or erasure of, electronic or photographic images or recordings.

17. **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 Frontier for the purposes of providing the carrier services. In particular, with respect to a shipment, customers consent to Frontier's disclosure of personal information to the shipper, the recipient and, if applicable, the third party identified for billing purposes.

18. **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.

19. **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.

20. **Amendment:** Frontier reserves the right to amend rates upon 30 days written notice.