



## Terms & 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.

- 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.
- Terms of Payment:** Customers shall pay FRONTIER within 30 (thirty) days from date of invoice. Freight, service fees, duty and GST must be paid. In the event the customer fails to pay an invoice in full, when due, interest calculated at the rate of 2.5% per month (with an effective rate of 26.95% per annum) shall accrue and be payable to FRONTIER, on all outstanding amounts.
- 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.
- 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.
- Reweighing 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.
- Volumetric Weight Calculation:** To calculate the cubed imperial weight for all domestic ground shipments, use:  $L \times W \times H$  (in inches) / 166 (cubing factor in LBS) =

volumetric weight in pounds. To calculate the cubed imperial weight for all Domestic and International Express shipments, use:  $L \times W \times H$  (in inches) / 166 (1 cubic foot)  $\times 15$  (cubing factor in LBS) = volumetric weight in pounds. When measuring the dimensions of a package, round each side up to the nearest whole number for all calculations.

\*Refer to service agreement to determine cubing factor.

7. **Size and Weight Restrictions:** Domestic Parcel: For shipments within Canada, Frontier will accept individual pieces for shipment provided they do not exceed 150 lbs and are within 36"x 24"x 72" dimensions. Shipments over this size and dimensions will be shipped less than truckload (LTL) and are subject to additional charges.

8. **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.

9. **Prohibited Items:** Frontier imposes the following additional restrictions on shipments:

(a) **Domestic Destinations:** Items which Frontier 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

- Toxic gases (Class 2.3)
- Human remains
- Drugs prohibited by law
- Jewellery or original artwork
- Explosives, except Class 1.4S or exempted items
- Seafood, meat, poultry or fish
- Water Reactive substances (Class 4.3) Packing Group 1
- Cash, bonds, stocks or other negotiable instruments
- Radioactives (Class 7), other than exempted items
- 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 Frontier determines, in its sole discretion, that it cannot transport safely or legally.

(b) **US Destinations:** In addition to those set out above under "Prohibited Items: Domestic Destinations", items which Frontier will not accept for shipping to, from or within the US include, without limitation, the following:

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

(c) **International Destinations (other than the US):** Restricted items vary by country.

Frontier may change its policies in connection with restricted and prohibited shipments without notice.

10. **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.

11. **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”).

**12. 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.

**13. 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.

**14. Maximum Liability:** Where the Convention does not apply to a shipment, the maximum amount of any losses or damages, how so ever 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.

**15. Shipment Value Protection:** “Declared value for carriage” is required by Frontier 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 Frontier’s maximum liability in connection with a shipment, subject 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 \$99,999.99 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.

Notwithstanding any disclosure of the nature or value of any shipment, the amount of any loss or damage (including, without limitation, loss of earnings or profits) in any manner resulting whether or not from negligence or gross negligence, from loss of or damage to the goods and/or mis-delivery, or failure to deliver the shipment, for which Frontier may be liable to the sender, owner, receiver and/or any third party whether in contract, tort or otherwise, shall in no event exceed an amount equal to Frontier’s maximum liability as provided in paragraph 14 or 15. It is the shipper’s responsibility to prove actual damages. Exposure to, and risk of, any loss in excess of the declared value for carriage (or in excess of the maximum declared value) is assumed by the shipper. The shipper may transfer this risk to an insurance carrier of its choice through the purchase of an insurance policy. Contact an insurance agent or broker for insurance coverage. FRONTIER DOES NOT PROVIDE ADDITIONAL INSURANCE COVERAGE OF ANY KIND.

In no event will Frontier be liable in any amount for damage to any shipment of used or personal goods. Liability limits for lost shipments of used or personal goods is as provided in paragraph 14 and 15.

**16. 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.

**17. 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.

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

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

**20. 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.

**21. No Warranties:** Frontier makes no warranties, expressed or implied, and expressly disclaims any and all representations, warranties and conditions.

**22. 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 Frontier, and that the shipment is properly marked, addressed and packed, and in accordance with these Terms and Conditions and all applicable law (including, without limitation, Dangerous Goods legislation and IATA and ICAO regulations). The shipper indemnifies Frontier for any and all claims arising out of the shipper's breach of such warranty.

**23. 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.

**24. Governing Law:** The Bill of Lading and these Terms and Conditions shall be governed by the laws of Manitoba jurisdiction, and the customer irrevocably submits to the non-exclusive jurisdiction of the courts of Manitoba jurisdiction, unless contrary to applicable law.

25. **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.

26. **Customs Clearance:** Shipper authorizes Frontier (however, Frontier 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 Frontier may abandon and/or release any item which Frontier declares to be unacceptable or which shipper has undervalued for Customs purposes or misdescribed, whether intentionally or otherwise, without incurring any liability whatsoever to shipper, receiver or any other third party and shipper will reimburse Frontier upon demand all claims, damages, fines and expenses arising there from and for costs incurred in returning the shipment

to the shipper or warehousing the shipment pending disposition.

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

28. **Termination:** Either party may terminate this agreement at any time, with or without cause, by providing 30 days notice to either party.

29. **Customs Brokerage Rates:** These charges are in addition to any duties or fees assessed by Canadian Customs, as well as any storage/demurrage fees assessed by the airline/steamship line. In order to perform Canadian Customs business on your behalf we require a Customs Power of Attorney to be signed. Fees, duties and taxes must be paid in the functional currency of the country. If payment is requested to be paid in different currency, a premium exchange rate will be charged.

30. **Shipper Payment Guarantee:** The shipper shall pay Frontier 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 Frontier, 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).

# Acceptance

This contract including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on the contract. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by warehouseman within 30 days from the proposal date shall constitute such acceptance by depositor.

Please sign and return this document to Frontier Supply Chain Solutions Inc. prior to initial receipt of goods. If you have any questions regarding any information listed in this document, please contact us immediately so we can help you. If this document is not sent back to Frontier we will assume your company has full understanding of each section.

Frontier Supply Chain Solutions Terms and Conditions are subject to change without notice.

Prices are subject to an annual general rate increase.

This Rate Agreement and Terms and Conditions are effective January 1, 2020.

**Presented By:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Accepted By:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

