



YYC FREIGHT SERVICES



TERMS AND CONDITIONS

Terms and conditions of carriage and other services - Version 1.1 2016

1. DEFINITIONS

The following definitions apply to the terms and conditions set out below that govern the contract of carriage and other services between you and us.

“we”, “us”, “our” and YYC means YYC Freight Services Inc. company and YYC’s employees, agents and independent contractors.

“you” and “your” means the sender or consignor.

“carriage” means and includes the whole of the operations and services undertaken by us in connection with the transportation of the shipment.

“consignment note” means information provided by you in paper or electronic form concerning the shipment. I.e. AWB/ packing list

“other services” means all services not being services of the carriage of shipments that are performed by us, including, but not limited to, storage, sorting, consolidating, merging, packing, installation, value added-and transportation management services.

“shipment” means goods or document of whatever nature (whether in bulk or in one or more packages) which we have accepted for carriage from one address to another or regarding which we have accepted to perform other services.

“prohibited items” refers any goods or materials where the carriage is prohibited by any law, rule or regulation of any country in or over which the shipment travels.

2. THE PARTY WITH WHOM YOU ARE CONTRACTING

Your contract of carriage and of other services is with the YYC Freight Services Inc. or an affiliate of YYC that accepts from you the shipment for carriage or, as the case may be, the performance of other services. You agree that we may subcontract the whole or any part of the contract of carriage or of other services on any terms and conditions we decide.

3. YOUR ACCEPTANCE OF OUR TERMS AND CONDITIONS

By giving us your shipment you accept our terms and conditions set out in the consignment note and/or the contract of carriage and/or the contract for the performance of other services on behalf of yourself and/or anyone else who has an interest in the shipment or the performance of other services irrespective of whether you have signed the front of our consignment note or not. Our terms and conditions also cover and can be invoked by anyone we use or sub-contract to collect, transport, deliver your shipment or perform other services as well as our employees, directors and agents. Only our authorised officers may agree to a variation of these terms and conditions in writing. When you give us the shipment with oral or written instructions that conflict with our terms and conditions we shall not be bound by such instructions.

4. SCOPE OF THE CONTRACT

1. Even if the carriage of the shipment forms part of another type of contract between you and us, these terms and conditions apply to the contract agreed between you and us in respect of any carriage of goods pursuant to the contract.
2. By concluding any type of contract with us that involves the carriage of goods you agree that:
 - The contract is a contract of carriage of goods by road if the carriage of the shipment actually takes place by road;
 - The contract is a contract for the performance of other services if related to non-carriage services.

5. DANGEROUS GOODS & SECURITY

1. YYC Freight Services Inc. 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. Under No circumstance will YYC pick up or deliver any of the following Dangerous Goods:
 - Explosives
 - All Radioactive Substances or any Class 7 Products
 - Infectious substances packed with other goods
 - Unsecured cylinders
 - Loaded firearms
 - Hazardous Wastes
2. YYC Freight Services Inc. reserves the right to refuse any Dangerous Goods shipment based on safety, security, or legal limitations. Dangerous goods shipped without prior full disclosure may be warehoused at the customers' risk and expense and YYC shall not accept liability of loss, damage or delay caused by an undisclosed shipment of prohibited items.
3. Shipments carried, or handled, by us may be subject to security screening which would include the use of x-ray, explosive trace detection and other security screening methods and you accept that your shipment may be opened and the contents of your shipment may be examined in transit.
4. You declare that you have prepared the shipment for carriage, or for the performance by us of other services, in secure premises using reliable staff employed by you and that the shipment has been safeguarded against unauthorised interference during preparations, storage and transportation immediately prior to acceptance of carriage of the shipment by us or for the performance by us of other services.
5. We may be required to share information, including your personal data for your shipment with the shipment destination country authorities or transit country authorities for customs and/or security reasons.
6. YYC Freight Services Inc. may change its policies in connection with Dangerous goods without notice

6. EXPORT CONTROLS

1. You assume responsibility for and guarantee compliance with all applicable export controls, laws, including but not limited to regulations and rules that prohibit unauthorised trade in military and other strategic goods and services with, as well as financial or commercial dealings with named individuals and entities in countries to, from, through or over any country which your shipment may be carried.
2. You also guarantee that you will not tender any shipment to us if you or any of the parties involved in the shipment are listed on any of the United Nations sanctions programmes, regional and national programmes implementing and/or supplementing those, as well as parties listed on autonomous measures regulations.
3. You agree to identify shipments subject to pre-export regulatory controls, and provide us with information and all necessary documentation to comply with applicable regulations.
4. You are responsible at your expense for determining export and import licensing or permitting requirements for a shipment, obtaining any required licenses and permits, and ensuring that the consignee is authorised by the law of the origin, destination countries and any country(s) asserting jurisdiction over the goods.
5. We assume no liability to you or to any other person for your acts of non-compliance with export control laws, sanctions, restrictive measures and/or embargoes.

7. RIGHT OF INSPECTION

You agree that we or any governmental authority including customs and security may open and inspect your shipment at any time.

8. CALCULATION OF TRANSIT TIMES AND ROUTING OF SHIPMENTS

Weekend days, public holidays, bank holidays, delays caused by customs, delays attributable to compliance with mandatory local security requirements or other events beyond our control are not included when we quote delivery times. The route and the method by which we transport your shipment shall be determined at our sole discretion.

9. CUSTOM CLEARANCE

YYC Freight Services Inc. is not responsible for clearance. Any customs, duties and taxes are your responsibility.

10. INCORRECT ADDRESS AND P.O. BOX NUMBERS

1. If we are unable to deliver a shipment because of an incorrect address we will make all reasonable efforts to find the correct address. We will notify you of the correction and deliver or attempt to deliver the shipment to the correct address although additional charges may apply.
2. Deliveries to post office box numbers are not accepted.

11. DELIVERY OF YOUR SHIPMENT

1. Where we are unable to complete the delivery of a shipment for whatever reason we will try to leave notice at the receiver's address stating that delivery has been attempted and the whereabouts of the shipment. If delivery has not been made after a second attempt by us or the receiver refuses to accept delivery, we will try to contact you to determine the appropriate next action. You agree to pay us any costs we incur in forwarding, disposing of or returning the shipment and our charges (if any) for making more delivery attempts and for the agreed appropriate next action.

12. SPECIAL DELIVERY INSTRUCTIONS

1. Anything that is out of the regular delivery function must be confirmed with YYC Freight Services Inc.
2. Valuable goods such as precious stones, precious metals, jewellery, or any high value goods must be disclosed upfront and service will be accessed on a case by case basis.

13. YOUR OBLIGATIONS

You warrant, represent and guarantee to us that:

1. The contents of the shipment (including but not limited to the weight and number of items) have been properly described on the Air Way bill (AWB) or packing list have been correctly labelled and the label or labels have been securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen by us.
2. The consignee's full address including postal code and contact details have been fully, accurately and legibly entered on the consignment note/ AWB, and on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen by us.
3. The contents of the shipment have been prepared and packed safely and carefully by you to protect against the ordinary risks of transport, or the performance by us of other services, including any associated deconsolidation and/or handling process.
4. All applicable laws and regulation have been complied with.
5. You have included with the shipment the correct commercial invoice related to the shipment (mentioning correct "bill to" address with correct and clear description of the commodity and the first six (6) digits of the harmonised system (HS) code when applicable.
6. That you have taken all reasonable precaution to comply with all conventions, directive, and legislation relating to the protection of personal data including, if practicable, encryption of the personal date to ensure safety of the personal data in the event of loss or misdelivery of a shipment.

14. EXTENT OF OUR LIABILITY

We will not be liable for any loss damage or injury to a shipment in excess of \$2.00 per pound or \$50.00 whichever is the lesser; unless greater value is declared at the time of shipment, and in no event shall the carrier's total liability exceed \$500.00 maximum. If the value in excess of 50.00 is declared at the time of shipment, an additional insurance of \$1.00 per \$100.00 (or fraction thereof) will be charged on the declared value in excess of \$50.00. The shipper shall have the sole responsibility of insuring his/her goods above the maximum \$500.00 available from the carrier.

15. EXCLUSIONS OF LIABILITY

1. We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss howsoever arising including without limitation breach of contract, negligence, wilful act or default.
2. We are not liable if we do not fulfil any obligations towards you at all as a result of: Circumstance beyond our control such as, but not limited to:
 - Acts of God including earthquakes, tornadoes, storms, flooding, fire, disease, fog, snow or frost;
 - Force majeure including , but not limited to war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
 - National or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
 - Latent defects or inherent vice in the contents of the shipment; criminal acts of third parties such as theft and arson.

Your acts or omissions or those of third parties such as:

- You being breach of (or any party claiming an interest in the shipment causing you to breach) your obligations under these terms and conditions and in particular those warranties set out in Clause 12.
- An act or omission of any customs, security, airline, airport or government official.

3. The contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.
4. Our refusal to make any illegal payment on your behalf.
5. We are not a common carrier and do not accept any liabilities of a common carrier.

16. CLAIMS BROUGHT BY THIRD PARTIES

You undertake to us that you shall not permit any other person who has an interest in the shipment to bring a claim or action against us even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.

17. CLAIMS PROCEDURE

If you wish to claim for a lost, damaged or delayed shipment, or for any other damages, you must comply with any applicable convention and with the following procedure otherwise we reserve the right to reject your claim:

1. You must notify us about the loss, damage or delay within seven (7) days after delivery of the shipment or within 7 days from the date the shipment should have been delivered or if the claim relates to other services within twenty one (21) days from the date you reasonably became aware of the loss, damage or delay. If we send you a claim form you must return it within twenty one (21) days from the issue fully completed along with all relevant documentation to support your claim.
2. We are not obliged to act on any claim until our charges have been paid nor are you entitled to deduct the amount of your claim from our charges.
3. We will assume the shipment was delivered in good condition unless the receiver has noted any damage on our delivery records when he/she accepted the shipment. In order for us to consider a claim for damage, the contents of your shipment and the original packaging must be made available to us for inspection.
4. Your right to claim damages against us shall be extinguished unless an action is brought in a court of law within one (1) year from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

5. In case of acceptance by us of part or all of your claim, you warrant to us that your insurers or any other third party having an interest in the shipment shall have waived any right, remedies or relief to which they might become entitled by subrogation or otherwise.
6. The shipment shall not be deemed to be lost until at least 30 days have elapsed since the date you notified us of the non-delivery. We may agree with you in writing to shorten this period.

18. RATES AND PAYMENT

1. You agree to pay our charges (including applicable surcharges) for the carriage of the shipment between the locations specified on the consignment note/contract of carriage, or for the performance by us of other services, and any value added taxes within 14 days from the date of our invoice without withholding, deduction, counter claim or off set.
2. You waive all your rights to challenge our invoices if you do not contest our invoice in writing within 7 days from the date of the invoice.
3. Our charges are calculated in accordance with our rates applicable to your shipment as set out in our current rate sheet or in the relevant contract. Our current rate sheet is available on request from our office.
4. We charge for either the actual weight of the shipment or the volumetric weight of the shipment whichever is the higher and the volumetric weight is calculated in accordance with the volumetric conversion equation set out in our rate sheet. We may check the weight and/or volume of and/or the number of items within your shipment and if we find that there is a discrepancy between your declared weight and/or volume and or/number of items you agree that the weight and/or volume and/or the number of items that we determine may be used for the purpose of our calculation.
5. Our invoice does not include a copy of the Proof of Delivery (POD), which you agree may be obtained or provided in a digital or electronic format, or any other additional documents.

6. Our standard invoice presentation method is electronic invoicing.

19. CODE OF ETHICS

A YYC Freight Services Inc. employee, or an affiliates employee, has the right to refuse service if:

1. he/she believes that it is unsafe to himself/herself or another worker
2. is treated with inappropriate behaviour or conduct such as vulgar or obscene language, sexual conduct or sexual harassment,