

METRO PLUS COURIER SERVICES

“Let’s Get It Done”

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These terms and conditions may vary in situations where special arrangements have been negotiated in writing by a party with **METRO PLUS COURIER SERVICES**.

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Availability of Website

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General Business Hours

METRO PLUS COURIER SERVICES' regular hours of business are 8:30 a.m. to 6:00 p.m. (Vancouver, Canada Time), Mondays to Fridays, except statutory holidays in the Province of British Columbia. Special arrangements may be made with **METRO PLUS COURIER SERVICES** to complete services outside of these regular business hours.

Processing of Requests For Service

METRO PLUS COURIER SERVICES will process work orders or other requests for service upon receipt, whether in paper or electronic form, during its regular business hours unless special arrangements are made with **METRO PLUS COURIER SERVICES** to complete services outside of these regular business hours. The completion time for a work order will vary depending on the type of work to be completed, the sufficiency and completeness of instructions received from the customer, the availability and limitations of government and third party databases, the

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processing time of government and third party offices and registries, the requirement to use third parties, and other factors beyond the control of **METRO PLUS COURIER SERVICES**.

Accuracy of Information and Instructions

It is your responsibility to provide accurate and complete information and instructions to **METRO PLUS COURIER SERVICES**.

Service and Defect Guarantees

METRO PLUS COURIER SERVICES provides service guarantees which vary depending on the type of service. If you are dissatisfied with the way your work was handled and it was not completed in accordance with our service guarantee, we will take all commercially reasonable steps to correct the work and/or issue a credit of **METRO PLUS COURIER SERVICES**' fees to you.

Use of Third Parties

METRO PLUS COURIER SERVICES may, at its sole discretion, use third parties to complete work or services. **METRO PLUS COURIER SERVICES** will use reasonable care in the selection of third parties and providing instructions to third parties. **METRO PLUS COURIER SERVICES** cannot guarantee the performance of third parties or the timeliness of performance by third parties including, without limitation, courier or delivery services.

Invoices and Payment Terms

All invoices issued by **METRO PLUS COURIER SERVICES** are due and payable within 30 days of the date of the invoice. Outstanding amounts not paid when due are subject to a service charge of 5% per month. On-line payment may only be made by Visa or MasterCard.

No Legal Advice

The information, products and services on this website are provided with the understanding that at no time does **METRO PLUS COURIER SERVICES** review documents for legal sufficiency, draw legal conclusions, provide legal advice or apply the law to the facts of your particular situation, and its services are not a substitute for the advice of a lawyer.

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Severability

If any part of these terms and conditions is determined to be unlawful, void, invalid or unenforceable, then that part shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other part of these terms and conditions.

Governing Law

This agreement and the resolution of any dispute related to this agreement or access to or use of this website and the information, products and services obtained through this website shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein (without giving effect to any principles of conflicts of law). You consent and submit to the exclusive jurisdiction of the courts located in the Province of British Columbia in all questions and disputes arising out of your use of this website and this agreement.

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Legal Notices

Communications made through this website's e-mail and messaging system is for convenience only and shall not be deemed to constitute legal notice to **METRO PLUS COURIER SERVICES**, or any of its officers, agents, employees or representatives, with respect to any existing or potential claim, or cause of action, or for any other purpose.

Further Service Terms and Conditions

1. **GOODS** accepted by the carrier (herein after called "The Company") from the owner consigner or shipper (herein after called "The Customer") will be subject to the following terms and conditions as mutually agreed:

2. **LIMITS OF LIABILITY**

The carriers liability is limited to \$2.00 per pound (\$4.41 per kg) per shipment unless otherwise declared on the waybill, to a maximum of \$50.00 per shipment.

3. **NOTICE OF CLAIM**

The company is not liable for loss damage or delay to any goods carried under the bill of lading unless notice shipping out particulars of the origin destination and the 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 carriers of the delivery carrier within 30 days after the delivery of the goods.

4. **CREDIT PRIVILEGES**

All shipments are on a cash basis unless the customer has an established account with METRO PLUS COURIER SERVICES prior to the service being performed. The shipper guarantees to pay for any and all shipping charges including "Collect Shipment" costs which are not honored for whatsoever reason by the consignee.

5. **DANGEROUS GOODS**

This carrier will not accept any dangerous goods.

6. **ALL DELIVERIES MUST BE WRAPPED, PACKED AND ADDRESSED FOR SAFE HANDLING.**

7. **WAITING TIME**

First 10 minutes are free, each additional 5 minutes is \$ 2.00

9. **ALL DELIVERIES ARE SUBJECT TO WEATHER AND TRAFFIC CONDITIONS**

10. **ACCOUNTS DUE ARE PAYABLE WHEN RENDERED**

5% interest charge if accounts is over 30 days past due.