



## TERMS & CONDITIONS OF SERVICE

1. Any reference to “**Bill of Lading**” includes any shipping document, label, waybill, manifest, or similar item used by SWIFT DISPATCH SERVICE LTD. in the provision of its courier services.
2. **TENDERS:** SWIFT DISPATCH SERVICE LTD will not accept tenders, bids or other shipments with a specific delivery date and / or time guarantee. All Tenders must be called into the Swift Dispatch office at 604-873-5422 and identified as a Tender with due times. The delivery must be placed on a Super Hot service and we have the right to refuse the shipment if a sufficient time allowance is not available.
3. **GUARANTEES:** SWIFT DISPATCH SERVICE LTD does not accept shipments that carry a specific time and date of expected delivery. Any guarantee, specific or implied is limited to the cost of the delivery, subject to weather, and or traffic conditions.
4. **VOLUMETRIC WEIGHT:** SWIFT DISPATCH SERVICE LTD reserves the right to re-weigh all shipments or take the Volumetric weight (also referred to as Dimensional or Cubic Weight), and charge the highest of the total re-weigh or total Volumetric weight per shipment.
5. **FUEL SURCHARGE:** All shipments traveling through SWIFT DISPATCH SERVICE LTD will be subject to an additional fuel surcharge based on our variable fuel surcharge table.
6. **SHIPPING CHARGES:** All shipping charges will be considered “Prepaid” unless otherwise noted when the call is placed.
7. **FRAGILE AND PERISHABLE SHIPMENTS:** No claim against fragile and perishable shipments will be entertained unless the description on the waybill clearly indicates “FRAGILE” or “PERISHABLE”. This service is subject to an additional fee of **50%** of the standard shipping rate. Shipments containing: glass, liquids, ceramic, items requiring temperature control, privately packaged item, or items prohibited unknowingly by SWIFT DISPATCH SERVICE LTD, will travel at the shipper’s risk on a no-value basis and as such are not liable for damage claims against SWIFT DISPATCH SERVICE LTD
8. **RURAL DESTINATION CHARGE:** Should SWIFT DISPATCH SERVICE LTD deem the point a Remote location, an additional charge will apply.
9. **SPECIAL HANDLING CHARGE (NON PACKAGED & OVERSIZE GOODS):** Any package measuring more than 72’ (180 cm) in length, or any article, pail or container not fully encased in an appropriate shipping container will incur a **\$10.00** surcharge per shipment. This surcharge will also be applied to shipments that require re-packaging due to inappropriate or insufficient original packaging.
10. **DANGEROUS GOODS:** No person shall ship dangerous goods via SWIFT DISPATCH SERVICE LTD unless such goods satisfy the Current Transportation of Dangerous Goods Regulations. Goods classified as consumer commodities with documentation and labels affixed to the outer container need no special containers or handling, Dangerous Goods shipments are subject to an additional minimum surcharge of \$10.00 per shipment for Ground service within Canada. No Dangerous Goods service is available for Air shipments.
11. **SECURITY CONTROLLED SHIPMENTS:** An additional **\$5.00** will apply to facilitate shipments that require a chain of signatures either by law or by the Customer Company’s policy.
12. **RESIDENTIAL DELIVERIES:** Residential deliveries are provided (require a contact name and telephone number) for an additional charge of **\$3.00** per shipment within the lower mainland and **\$8.00** per shipment going out of town.

13. **DELAYS & LIMITS OF LIABILITY:** Unless specifically agreed to in writing prior to shipping the goods, the carrier shall not:
- 1) Be liable in excess of the declared value or \$500 whichever is less for any and all damages whatsoever arising from the failure or delay in delivery of any shipment or for any other reason.
  - 2) Transport any documents or goods declared to have a value in excess of \$500. If no value is declared on the Bill of Lading, or if a shipment has a declared value in excess of \$500 and no prior special agreement in writing has been obtained, there will be deemed to be an agreement that the value of the goods shipped is \$2.00 per pound (\$4.41 per kilogram) and the carrier shall not be liable for any damages in excess thereof. Under no circumstances will the carrier be liable for any incidental or consequential damages.
14. **SHIPMENT INSURANCE:** If a value in excess of \$2.00 per pound (\$4.41 per kilogram) is declared at the time of shipment, an additional charge of \$3.00 per \$100.00 of declared value will be levied. No shipment to be valued over \$2,000 without written authorization from the President of Swift Dispatch Service Ltd.
15. **CLAIMS** must be forwarded in writing to Swift Dispatch Service Ltd. within thirty (30) days from the date of the shipment
16. **IN CASE OF DAMAGE:** Any damage must be noted on the Bill of Lading at the time of the delivery otherwise the receiver's signature will constitute proof of goods having been received in apparent good order and condition.
- 1) Contact SWIFT DISPATCH SERVICE LTD within 48 hours and request an inspection be conducted immediately.
  - 2) You must submit a letter of intent to claim for damage within thirty (30) days from the time in which the goods were delivered.
  - 3) In the event of concealed damage, you must notify SWIFT DISPATCH SERVICE LTD in writing within forty-eight (48) hours from the time in which the goods were delivered.
  - 4) No deviation from the above terms and obligations as stated will be binding upon or affect Swift Dispatch Service Ltd. unless specifically confirmed in writing by the President of Swift Dispatch Service Ltd
17. **IN CASE OF LOSS:**
- 1) Contact SWIFT DISPATCH SERVICE LTD and request a trace for any missing parcel. Be prepared to give all pertinent information to the Customer Service Representative, including:
    - a) Control number
    - b) Description of product with I.D #, Serial #, Model #, Dimensions, Color, Value and number of cartons being traced.
  - 2) A letter of intent to claim must be submitted within thirty (30) days, from the date of shipment, along with supporting documentation.

Our personnel are not authorized to accept goods that are poorly or inadequately packaged. The Receiver's signature on a delivery waybill or log book releases SWIFT DISPATCH SERVICE LTD of all liability for a shipment. Any damage or discrepancies must be noted on the waybill at the time of delivery.