TERMS AND CONDITIONS OF SERVICE

Goods accepted by the carrier (hereinafter called "The Company") from the owner, consigner or shipper (hereinafter called "The Customer") would be subject to the following terms and conditions as mutually agreed.

1. ALL DELIVERY TIMES ARE SUBJECT TO WEATHER, TRAFFIC AND DISTANCE.
2. ALL DELIVERIES MUST BE WRAPPED, PACKED AND CLEARLY LABELLED WITH THE DELIVERY ADDRESS FOR SAFE AND EFFICIENT HANDLING.
3. Due times are calculated based on both pickup and delivery hours of 8am – 5pm. Please include business hours in the instructions area of your order when they are different than "normal" business hours and note that shorter business hours may affect the due time of your order.
4. LIMITS OF LIABILITY: The carrier's liability is limited to $2.00 per pound ($4.41 per kg) per shipment unless otherwise indicated when the order is placed, to a maximum of $50.00 per shipment. Declared Value Goods (over $50.00): Cost is $3.00 for every $100 of declared value to a maximum of $1,000.00. Any declared value goods must be authorized in writing by the management of NOVEX. All insured goods must be shipped on a service level of Super Hot only. The company is not liable for damages caused as a result of delay caused by section (1).
5. NOTICE OF CLAIM: The company is not liable for loss, damage or delay to any goods carried by ***NOVEX*** unless notice thereof setting out particulars of the origin, destination and 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 delivering carrier within forty-eight (48) hours after delivery of the goods.
6. FRAGILE GOODS: No liability shall be recognized by the carrier for damage or delay due to improper packing or improper labelling of shipments. No claim shall be recognized for fragile commodities such as glass, ceramics, delicate instruments and plants unless the package has been clearly marked "FRAGILE." In such cases the rate will be one and one-half times the normal rate.
7. CREDIT PRIVILEGES: All shipments are on a cash basis unless the customer has established an account with NOVEX prior to the service being performed. The shipper guarantees to pay for any and all shipping charges including "Collect Shipment" costs, which are not honoured for whatever reason by the consignee.
8. PAYMENT TERMS: Accounts due and payable net 15 days unless otherwise agreed upon. 2% interest charged on overdue accounts.
9. TENDERS: This Carrier will not accept any documents for delivery related to a tender without written permission from the President of NOVEX. Tenders must be on Super Hot service only.
10. DANGEROUS GOODS: If any Dangerous Goods are shipped, the carrier shall have no liability or obligations whatsoever, including without limitation for losses and damages to the shipper, consignee, owner or any third party who shall indemnify and hold harmless the carrier from all costs, losses and damages of whatsoever kind of nature arising from the shipment of Dangerous Goods. Customers must declare dangerous goods deliveries at the time the order is placed and must provide accompanying paperwork. Must be same day service. Subject to $20 surcharge.
11. COD (Cash on Delivery): This carrier will not accept COD trips unless authorized in writing by the management of NOVEX.
12. WAITING AND LOADING TIME: NOVEX offers a grace period after which additional charges will apply.
13. WRONG ADDRESS: The zone rate from incorrect zone to correct zone will be charged at the same service level as the original order for goods shipped with an incorrect address.
14. INCOMPLETE PICK UPS: A service fee will be charged when a pick up is attempted but not available for pick up upon arrival.
15. INCOMPLETE DELIVERY: When a delivery is attempted but not completed due to the unavailability of the consignee, a service fee will be charged for re-attempting delivery.
16. THIS CARRIER DOES NOT GUARANTEE DELIVERY TIMES.
17. All shipping charges are subject to a Variable Fuel Surcharge as outlined in *www.novex.ca/services* .
18. CUBIC WEIGHT: Dimensional weight considers density, which is the amount of space a package occupies in relation to its actual weight, to determine billable weight. Calculations of dimensional weight are subject to change without notice. Cubic shipments cubed at 15 lbs per cubic foot.
19. All skids are cubed to 4' $ft.^3$ for a weight of 960lbs
20. Terms and Conditions are subject to change without notification.
21. All rates are subject to a small annual increase effective June 1^{st}.
22. Promotions: All promotional discounts are valid for a period of 12 months unless otherwise stated or communicated.

TERMS AND CONDITIONS OF PRE-AUTHORIZED PAYMENT

Upon completion of the Account Application form, the Applicant, herein after referred to as “the customer” authorizes Nova Express Millennium Inc. herein after referred to as “ NOVEX” to process a debit, in paper, electronic or other form in the amount being stated on a statement mailed or sent to us (either via email, mail or fax) 7 days before debit date on our account with our bank or on our credit card listed above following the statement date towards payment of our courier charges.

The customer acknowledges that this authorization is for the use of NOVEX and the credit card company or Financial Institution listed above, and is provided in consideration of the Credit Card Company or Financial Institution agreeing to process debits against the customer’s account as per the rules of the Canadian Payments Association. The information on this form will be communicated to NOVEX in order to implement this agreement.

Submitting this form to NOVEX effectively delivers it to any Financial Institution as well. The customer will notify NOVEX if there is any change to the account information prior to the next due date of the Pre-authorized debit.

This authorization may be cancelled with 30 days written notice to NOVEX. Cancellation of this agreement applies only to the method of payment and will not end the contractual relationship with NOVEX. The customer understands that:

- The customer will receive a statement from NOVEX (either via email, mail or fax), 7 days before the due date.
- The customer’s Financial Institution is not required to verify that any debits that NOVEX withdraws comply with this authorization or any agreement with NOVEX. The customer’s Financial Institution can reimburse the customer for any debit if: (i) it does not comply with this authorization (ii) the customer cancels the authorization (iii) prior notification of the variable amount in the form of statement is not given.
- Preauthorized discounts will be removed if an invalid payment is received more than twice per calendar year.
- The customer acknowledges that they have read and understood all of the terms and conditions of the Pre-Authorized Payment Authorization and that the terms and conditions are subject to change.