



STEELE'S TRANSFER LTD.

2448 -9Ave. S.E.
Calgary, AB T2G 0V7
TEL: 403-264-0808
FAX: 587-883-0099

Terms & Conditions

Agreement to Terms

By selecting and engaging Steele's Transfer Ltd. (henceforth referred to as "STL") as your carrier, and by giving your package(s) or product(s) to STL for carriage, you agree to all the terms stated herein. No one is authorized to modify the terms of our agreement.

Electronic Data and Signatures

Selecting and engaging STL constitutes your agreement to allow the use, storage and delivery of electronic data and electronic signatures for the sole purpose of managing, tracking, tracing and reporting order information.

Rates - Payment

Invoices are payable upon receipt. Where payment for a shipment has not been received within 30 days of invoice, STL has the option of recalculating all charges to those shown in the current tariff. Overdue balances are subject to interest calculated at 2% per month which shall accrue and be payable to Steele's Transfer Ltd. on all outstanding monies. This is in addition to any legal rights and remedies available to Steele's Transfer Ltd.

Value Added Services

By selecting and engaging STL as your carrier, and by giving your package(s) or product(s) to STL for carriage, you recognize and agree that any additional services STL is required to provide in order to complete the service may be charged at the rates published on Steele's Value Added Services guide.

Limitations of Liability and Liabilities not Assumed

Our maximum liability is \$2.00 per pound or \$4.41 per kilogram unless a higher 'declared' value is made at the time the shipment is placed and you pay an additional premium. If you declare a higher value and pay the additional premium of 3% of the declared value, our maximum liability will be the lesser of your declared value or the actual loss.

We shall not be liable for any damages, whether direct, concealed, incidental (for example, alternate carrier transportation costs), consequential (for example, loss of profits or income), or special, whether or not we knew that such damages might be incurred in any manner resulting from miss-delivery, failure to deliver or delay in delivery, in excess of: (i) in the case of fundamental breach of the contract of carriage, an amount equal to our maximum liability and the amount of all freight and other charges paid hereunder (ii) in the case of delay, a refund of your transportation charges, and (iii) in any other case, an amount equal to our maximum liability.

We shall not be liable for loss, damage or delay caused by events we cannot reasonably foresee or control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of the Queen's or public enemies, war, riots, strikes, civil commotions, a defect or inherent vice in the goods, the acts or default (including but not limited to improper or insufficient packing, securing, marking or addressing of the shipment) by the shipper, owner, or consignee of, or anyone else with an interest in the shipment or any part thereof, authority of laws,

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or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority.

We will not be liable if you or the consignee violates any of the terms of our agreement, or for loss or damage to shipments of prohibited items, including cash or currency. We cannot accept responsibility for loss, damage or delay of your shipment if caused by any carrier you have designated us to use for any portion of carriage.

Declared Value Limits

Without prior written agreement, the insured value of any shipment utilizing our services shall not exceed \$5000.00. Higher declared value amounts must be negotiated verbally or in writing with STL Management and confirmed in writing prior to shipping. STL reserves the right to decline any shipment with a declared value in excess of \$1000.00.

Filing a Claim

We will not be liable for loss, damage or delay to any packages unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount of claim in respect of such loss, damage or delay is given to us within 15 days from the date of your shipment.

Responsibility for Payment

Regardless of the payment instructions you give us, you will always be primarily responsible for all delivery charges. You will also be responsible for any costs we may incur in either returning your shipment to you or warehousing it pending disposition. Collect shipments will not be accepted unless the recipient has a valid account with STL. In any event, such charges shall be fully guaranteed by the sender in the event of non-payment by the recipient.

Indemnity

You shall indemnify us and hold us harmless against all liabilities, losses, claims, damages, costs and expenses of any nature whatsoever incurred as a consequence of your non-observance of any regulation of whatever nature which you are required to observe with regard to or in connection with the carriage of the goods shipped.

Applicable Law

The carriage of goods shall be deemed to include and be subject to the terms and conditions prescribed by law in the jurisdiction where the goods originate.

Severability

If any term, covenant or condition herein is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this agreement shall in no way be affected or impaired and shall be valid and enforced to the fullest extent permitted by law.

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