

TERM AND CONDITIONS

Agreement to Terms

By choosing SwitchX. as your carrier, and by giving your package(s) or product(s) to switchX for carriage, you agree to all the terms stated herein. We do not authorize anyone to modify the terms of our agreement

Rates - Payment

Invoices are payable upon receipt. Where payment for a shipment has not been received within 30 days of invoice, SwitchX 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 switchX delivery expert inc. . on all outstanding monies. This is in addition to any legal rights and remedies available to SwitchX.

Rates

Rates are based on skidded, dock to dock

SwitchX is not liable for any additional costs incurred for late or missed appointments.

When rates are based on "skid spots." Maximum size skid 48"L x 48"W, maximum weight per skid 2500 lbs.

Overweight or oversized skids will be rated according to skid space required, or by pro rating weight per skid, Additional charges may apply for appointment pick up or delivery.

Valid account must be set up with SwitchX delivery expert inc . Rates subject to review with two (2) weeks notice.

Rates do not include "lumper" charges or additional labour charges.

.OTHER CHARGES U CAN SEE FROM SWITCHX VALUE SERVICES

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, Our Business is Always Picking Up! 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.

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.