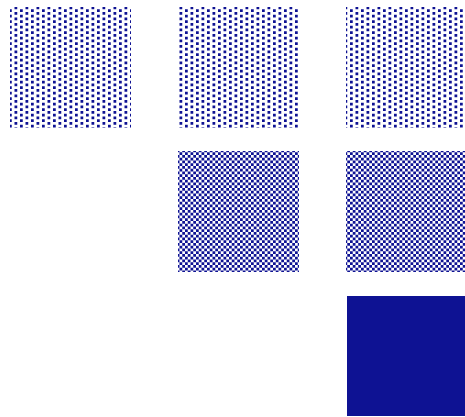

THE MESSENGERS ***INTERNATIONAL***

SHIPPING AND POLICY GUIDE



INTRODUCTION

Over the years, The Messengers International has always done everything it possibly could to ensure that the shipments of its clients are delivered intact and on time. We believe that our flexibility and commitment to service above all else are what allowed us to grow to the prominent position that we hold within Toronto's independent courier industry. We will always do everything within our capacity to service you.

Our commitment to you is to eliminate all worry and hassle from the shipping across the country or around the world.

To help us to ensure that all your shipments go off without a hitch, please read the following Shipper's Guide. You will find that it contains a great deal of useful information on the procedures to be followed so that the risks of delay or damage are kept to the barest minimum humanly possible.

If you have any questions related to the contents of this guide, please call (416) 365-0155 and ask for either the business development or operations manager. Also, as always we welcome your concerns and queries. You may have. Never hesitate to ask for our President, Frank D'Angelo.

We thank you very much for your continued patronage!

MISADDRESSED SHIPMENTS OR POST OFFICE BOX/RURAL ROUTE DELIVERIES

If it is determined that a shipment has been incorrectly addressed, The Messengers International will take all the available steps to determine the correct delivery address within as rapid a time frame as possible. All liabilities on the part of The Messengers International will be waived if any losses; damages or delays occur due to the misaddressing of the shipment, or due to the length of time that it takes to determine the correct address.

Once a proper address has been determined, The Messengers International will:

- A. Deliver the shipment to the address in the event that such a redirecting will cost the shipper less than the return of the shipment would. The Messengers

International will not be required to notify the shipper in such circumstances of the actions that it has taken.

B. Notify the shipper of the new address and await their instructions in the event that the redirecting of the shipment would cost the shipper more than its return. The Messengers International will not be held liable for losses, damages or delays resulting from the length of time the shipper takes to respond to our inquiries. If the shipper fails to provide further instructions within a maximum of 5 business days from the time of notification, the shipment will be returned to its point of origin at the shipper's expense. If the shipment is either of unusual value or size, The Messengers International may choose to shorten the time allowed for response and return the shipment to its point of origin at the shippers expense prior to the elapse of 5 business days.

In the event that The Messengers International is unable, for whatever reason, to determine a correct address for a misaddressed shipment, the shipper will be notified and the shipment will be held for a maximum of 5 business days. The Messengers International will not be liable for any loses, damage or delays caused by its inability to determine the correct delivery address. If upon the elapse of a maximum of 5 business days the shipment will be returned to its point of origin at the shipper's expense.

The Messengers International can only deliver deliveries addressed to post office boxes/rural routes if it is supplied with a phone number and consignee. All deliveries to post office boxes/rural routes will have a \$10.00 surcharge applied to them regardless of the provision of a consignee phone number. This is a result of the fact that in these cases it may be necessary to phone ahead to obtain an actual address.

If a shipment is tendered to The Messengers International with a post office box/rural route as its sole delivery address, yet it is unaccompanied by a consignee phone number, The Messengers International will attempt to determine a correct consignee phone number. If successful a \$10.00 surcharge will be applied to such shipments, plus the original \$10.00 post office box /rural route charge.

If The Messengers International is unable to determine the correct consignee phone number, we will notify the shipper and hold the package until provided by the shipper with a proper consignee phone number.

Again the shipment will be held for a maximum of 5 business days, at which time it will be returned to its point of origin at the shipper's expense.

UNDELIVERABLE SHIPMENTS

Once a shipment has been determined to be undeliverable, The Messengers International will do one of the following three things at the shipper's request:

- A. Return the shipment to its point of origin, or to any other destination, at the shipper's expense.
- B. Hold the package for retrieval by the shipper, or any authorised representative of the shipper, at no expense (other than the initial delivery attempt(s) to the shipper. This is only an option if the shipper is able to arrange retrieval at the office/affiliate office in whichever city the shipment will be charged to the shipper.
- C. Arrange for disposal of the shipment. In the unlikely event that the costs incurred in the disposal of any shipment, these costs will be charged to the shipper.

If the shipper fails to inform us of their intentions within a maximum of 5 business days of notification, The Messengers International will return the shipment to its point of origin at the shipper's expense.

ATTEMPTED DELIVERY/MULTIPLE ATTEMPTS

Anytime delivery of a shipment is attempted, the shipper is charged in full for the shipment, whether or not the delivery attempt was successful. In the event that an initial delivery attempt is unsuccessful (consignee not available and no signature required authorization not give, no access to delivery site available, the non-existence of a safe place where the shipment may be left, etc.), The Messengers International will notify the shipper and await further instructions.

At the shipper's option the shipment may be treated as undeliverable and any options listed in the section on undeliverable shipments may be exercised.

If the shipper requests further delivery attempts, he/she will be charged for each individual attempt at delivery. These charges will vary according to the shipment's delivery destination. The Messengers International will attempt delivery a maximum of 3 times per shipment, per delivery address given. After 3 attempts have been made, The Messengers international will treat the shipment as undeliverable.

DELIVERY OF PROPERLY ADDRESSED PACKAGES NO SIGNATURE REQUIRED

The Messengers International will deliver all properly addressed shipments to the address in question. Please note that this does not mean that these shipments will be delivered directly to the person they are ultimately intended to go to. The structure and policies of most businesses/offices make direct to ultimate recipient delivery a virtual impossibility. The Messengers International will tender the package to any individual in the office in question who is willing to sign for it, and who appears, to the best of our ability to determine this, to be connected to the office in some capacity.

THE MESSENGERS INTERNATIONAL WILL UNDER NO CIRCUMSTANCES ASSUME LIABILITY FOR ANY NEGLIGENCE, WILLFUL OR OTHERWISE, ON THE PART OF THOSE WHO SIGN FOR SHIPMENTS WHEN THEY HAVE BEEN DAMAGED OR DELAYS CAUSED BY ANY SUCH NEGLIGENCE WILL BE THE SOLE RESPONSIBILITY OF THE INDIVIDUAL WHO SIGNS FOR THE SHIPMENT.

Further, The Messengers International will deliver to central receiving docks or mailrooms when instructed to do so by either the consignee, a representative of the consignee, building security building maintenance or a building concierge. Once again, The Messengers International will not be held liable for any negligence, willful or otherwise, on the part of an employee of central receiving areas or mailrooms who sign for the shipments.

The Messengers International will attempt to deliver directly to a given individual only when specifically requested to do so by the shipper. There is an automatic \$6.00 surcharge for this service. This surcharge will be in addition to any other extra charges (i.e. waiting time, 2nd or 3rd delivery attempts, etc.), which may arise as a result of this request.

The Messengers International will release a shipment without a signature only when authorised to do so by the shipper or by the consignee. Such authorization may be given verbally, by written notice or by marking off and initialling the no signature required box on our waybill. In the event that The Messengers International has been authorised to leave the shipment at the delivery address without a signature, The Messengers International will assume no liability for any subsequent consignee claims of non-receipt or for its failure to provide a confirmation of delivery in the form of a signature.

Please note, however, that, in many cases, allowing us to release your package without a signature will prevent delays, redelivery charges and unnecessary complications.

INSURANCE

The Messengers International does offer insurance at a rate of \$3.25 per 100.00 of value. There are limitations on both the maximum amount of the insurance allowed, as well as on the destinations to which our insurance coverage may be extended. There are also limitations on the types of items, which maybe insured. In all cases, in order to insure a shipment the shipper must contact an authorised customer service representative of The Messengers International.

The placing of a value for an item by the shipper on either a The Messengers International waybill or on any other documentation accompanying a shipment does not constitute an extension of the insurance on the part of The Messengers International over that shipment **ONLY** a verbal or written agreement between the shipper and an authorised customer service representative of The Messengers International will suffice for insurance coverage to be extended.

In absence of a properly constituted insurance agreement between The Messengers International and the shipper, The Messengers International's general liability limits are \$1.50 per pound or \$50.00 whichever is less.

PROPER PACKAGING AND LABELING

The Messengers International endeavours to deliver every shipment tendered to it safely as possible. The incorrect packaging and/or labelling of shipments can, however, cause both damage and delay. In order to avoid such complications, please read over the following packaging/labelling guidelines below.

- A. When shipping items, which are fragile or prone to damage if dropped, or struck, please wrap each item in a protective layer of bubble wrap sealing it inside is shipping carton.
- B. Be sure that the carton in which you are shipping your items is structurally sound. Old boxes are far more prone to collapse or ripping than the new ones.
- C. It is unsafe to ship fragile items inside an envelope unless they are contained inside a reinforced carton such as a jeweller's box.
- D. It is always best to avoid shipping items in such a way that they can slide around within their shipping carton. Either use cartons that are very close in size to the items you are shipping or use fillers such as newspaper, bubble wrap, etc.

- E. When labelling packages be sure to use stickers/inks that are unlikely to be affected if wet. Further, it is always best to place another label indicating the destination address inside the shipment in case all the outer ones are in the same way obscured. Also remember to remove or obscure all other addresses, which may be on the shipping carton from the prior usage.
- F. When shipping something that is either high in value or fragile, please inform one of our customer service representatives of this fact at the time you place the order.
- G. If you are shipping something that is fragile but awkward to containerise, such as a gift basket, please contact our office for help in properly packaging it.
- H. Please make certain that all containers are securely sealed. If using tape to seal your container, please be sure to use only proper shipping tape.

The Messengers International will not forward shipments that are clearly improperly packaged; as such shipments can cause delays, damage to other shipments and injury to our employees. Improperly packaged shipments, which are tendered to The Messengers International, will be held until such a time as it becomes possible to repackage them. There will be a minimum \$10.00 charge assessed upon any shipment, which requires repacking. The Messengers International will accept no liability for any losses, damages or delays caused due to the improper packaging of shipments.

Please note that irrespective of everything outlined above, The Messengers International will not be held liable for any loss, damage or injury to a shipment exceeding the lesser of \$1.50 per pound or \$50.00

DAMAGES OR LOSS

ANY DAMAGE SUSTAINED TO A SHIPMENT MUST BE NOTED ON THE WAYBILL AT THE TIME OF DELIVERY. OTHERWISE THE CONSIGNEE'S SIGNATURE WILL CONSTITUTE A CLEAR RECEIPT. ANY NOTICE OF CONCEALED DAMAGE MUST BE GIVEN TO THE CARRIER WITHIN 24 HOURS AFTER DELIVERY. The Messengers International will not be liable for such damage or any loss unless written notice thereof is given to it within 10 days after its carriage received the shipment. Irrespective of this, The Messengers International will not be held liable for any loss, damage or injury to a shipment exceeding lesser of \$1.50 per pound or \$50.00.

FIDELITY BOND

ALL THE MESSENGERS INTERNATIONAL brokers assigned to a contract will be covered by a \$10,000.00 blanket Fidelity Bond which covers only theft, proven by the CLIENT, by an authorised broker from THE MESSENGERS INTERNATIONAL, of goods being transported in this custody to, for, or on behalf of the CLIENT to fall under the Fidelity Bond coverage, must be made in writing and submitted by registered mail within 25 days of shipment.

PROHIBITED ARTICLES

The Messengers International reserves the right not to transport the following articles:

- A. Any dangerous goods/hazardous materials that are subject to regulation by The Canada Transportation of Dangerous Goods Act, or by any applicable international aviation treaties/regulatory acts.
- B. Alcoholic beverage
- C. Animal skins, non-domesticated.
- D. Human or animal remains.
- E. Articles of unusual value.
- F. Cash, bank notes, coins, currency.
- G. Firearms.
- H. Furs.
- I. Ivory.
- J. Live animals.
- K. Gem stones.
- L. Plants, including cut flowers.
- M. Pornographic material.
- N. Any shipment that we believe could cause or delay to other shipments, damage to equipment or injury to our employees.
- O. Any items of any kind, which prohibited by law or importation regulations of either Canada or the destination country.

BILLING AND PAYMENT

The Messengers International invoices bi-monthly and the balance is due upon receipt. If the client wishes, payment may be made by credit card and arrangements may be made to establish an automatic billing process.

In the event that a client does not pay, or not in full, The Messengers International may, at its discretion, charge interest calculated at a rate of 2% per month. This is in addition to any legal rights and remedies available to The Messengers International.

The Messengers International shall have a lien on any goods shipped for ALL freight charges and custom duties charges. The Messengers International may, at its discretion, refuse to release a shipment until such charges are paid in full.

CUSTOMS INFORMATION

A customs invoice is required for any shipment being sent to any location outside of Canada, which does not consist entirely of personal, inter-office or business documents.

The following information should appear on the custom's invoice, which is to be written up on your own letterhead:

1. Date of exportation.
2. Complete name and address of consignee (receiver) as well as the consignee's importer identification number, if known.
3. Complete name and address of the shipper.
4. Item export reference numbers (i.e. invoice numbers, order numbers, etc).
5. Country of export.
6. Country of manufacture of the product.
7. Country of ultimate destination.
8. A detailed description of each commodity within the shipment.
This description should include:
 - a) The name by which each item is known, including its scientific name if any.
 - b) The grade and quantity of each item.

- c) The exact purchase value of each individual item in addition to the total value of the shipment.
This value is to be expressed in the currency of purchase.
 - d) The Harmonized System Classification number of each item, if known.
9. Shipper's declaration of accuracy (" I declare all information contained on this invoice to be true and correct"), followed by the shipper's signature and the date.

To have an example of properly completed custom invoice faxed to your office, please call us at 416-365-0155 anytime.

Shipments with poor or inaccurate customs information can be delayed in customs. Further, while The Messengers International will continue to prepare customs documentation for shipments tendered to us by our clients we require such documentation but are unaccompanied by it, we reserve the right to hold such shipments for as long as it may take to inspect the items and properly prepare the necessary forms.

The Messengers International reserves the right to open and inspect any shipment tendered to it for transportation.

CUSTOMS CHARGES AND LIABILITIES

Any customs penalties, storage charges or other expenses incurred as a result of any action by customs. In addition to all duties or taxes assessed upon a shipment by customs, will be charged by consignee.

Further, The Messengers International will not be held liable for any losses, damages or delays resulting from:

1. The shipper's non-observance of any international treaties, laws or regulations that relate to their shipment.
2. The shipper failure to provide full and accurate customs documentation relating to their shipment.
3. Customs clearance procedures, the actions of regulatory agencies or the acts or omissions of any public authorities in Canada or any other country.

In addition, while The Messengers International will accept perishables for shipment abroad, where permitted by applicable laws and regulations, we will not accept any liability for loss or damage to such commodities caused either by their exposure to heat or cold, or by the acts or omissions of customs or quarantine/health officials.

DELAY AND LIMITATION OF VALUE

Unless specifically agreed to in writing, The Messengers International will not:

- a) Be liable for any special consequential or other damages for any reason whatever including delay in delivery.
- b) Be liable for any loss, damage or injury to a shipment exceeding the lesser of \$1.50 per pound or \$50.00.
- c) Transport any goods declared to have a value in excess of \$250.00.

Inquiries for the carriage of goods valued at over \$250.00 and insurance charges in such event should be directed towards an authorized customer service agent of The Messengers International.

GUARANTEE AND LIABILITY LIMITATIONS

We at The Messengers International endeavour to deliver your shipment quickly and safely in all circumstances. Please help us to do so by informing us of your requirements as well as by marking packages clearly and packaging them safely. Any guarantees will be limited by, and all liabilities on the part of The Messengers International waived if losses, damages or delays occur due to:

1. Weather.
2. Customs, regulatory clearance delays.
3. Improper or missing customs paperwork or information.
4. "Acts of God", war, strikes, civil commotions, acts of public enemies or acts or omissions of public authorities with actual or apparent authority.
5. Airline mechanical failure or grounding by public authorities.
6. Airline loading safety factors exceeded (bumping of freight).
7. Improperly packaged goods.
8. Poorly addressed or misaddressed shipments.
9. Shipper's failure to clearly mark delivery deadlines or to inform an authorised customer service representative of The Messengers International of these deadlines.
10. Consignee not in, business closed or no access to the delivery site is available.

11. No signature required box not checked and consignee not available.
12. The absence of a signature or consignee claims of non-receipt when no signature required box has been checked.

Any further questions feel free to call **The Messengers International** at **(416) 365-0155**.