

WORLDWIDE AIR COURIERS LOGISTICS LTD.

Email: info@worldwideaircouriers.com Tel: (604) 688-9915

WORLDWIDE WAYBILL

DATE		ACCOUNT NUMBER		SHIPPER REFERENCE	
SHIPPER		RECEIVER			
COMPANY NAME			COMPANY NAME		
SHIPPER NAME			ATTENTION TO		
STREET			STREET		
STREET (2ND LINE)			STREET (2ND LINE)		
CITY/ PROVINCE			STREET (3RD LINE)		
COUNTRY/ POSTAL CODE			CITY/ PROVINCE		
TELEPHONE			COUNTRY/ POSTAL CODE (ZIP CODE)		
EMAIL (FOR PROOF OF DELIVERY)			TELEPHONE		
		SHIPMENT DETAILS	·		
# OF PIECES	DIMENS	NSIONS (INCHES) / DESCRIPTION		Unit Price (\$CAD)	WEIGHT (LBS)
	DOES THIS SHIPMENT CONT	AIN DANGEROUS GOOD	S? YES I	NO	
SERVICE TYPE (SELECT ONE) SPECIAL INSTRUCTIONS/ R AIR GROUND SAMEDAY			REASON FOR EXPORT		DECLARED VALUE

SHIPPER SIGNATURE	DRIVER NUMBER	PICKUP TIME
RECEIVED BY	DELIVERY DATE	DELIVERY TIME

Worldwide Air Couriers Logistics Ltd.—Conditions of Carriage

Under the terms and conditions set forth below, Worldwide Air Couriers (WAC), its officers, agents, and employees have no liability for certain losses and damage and, where they have any liability the amount of such liability is limited to the amount stated. These terms and conditions shall apply to WAC's associates and subsidiary companies where they are involved in the carriage. The customer by using the services of WAC agrees to be bound by all of the applicable terms and conditions expressed herein.

- Any business undertaken by WAC will be carried out subject to the conditions hereinafter set out, each of which shall be deemed to be incorporated in and to be a condition of any agreement whether written, oral or implied between WAC and a customer. WAC shall not be bound by any agreement purporting to vary these conditions, unless such agreement shall be in writing and signed on behalf of WAC by an authorized officer thereof. In the absence of any such written agreement to the contrary the conditions herein shall constitute the entire agreement between WAC and each of its customers.
- 2. WAC is not a common carrier and will only carry documents subject to the conditions herein which can be altered only by written agreement with WAC. WAC reserves the right to refuse the carriage or transportation of any documents or goods for any person, firm or company and the carriage or transportation of any class of documents or goods at its discretion.
- 3. WAC undertakes, subject to a payment in accordance with rate quoted to the customer from time to time, to carry the customers' documents between destinations agreed between WAC and individual customers. WAC reserves the right to carry the customers' documents by any route and procedure and by successive carriers and according to its own handling.
- 4. WAC will notify customers as to certain classes of materials which are not accepted by WAC for carriage (and in this regard see Clause 13). Where customers are supplied by WAC with a pouch, it is the customers' responsibility to place all documents for carriage in that pouch which will be collected from the customers' premises or as otherwise agreed by WAC's representative for onward transportation.
- 5. The customer is liable for all losses, damages, and expenses arising as a result of its failure to comply with its obligations hereunder or as a result of its failure to comply with its obligations hereunder or as a result of its own negligence. WAC will not be liable for any penalties imposed or loss incurred due to the customers' documents being impounded by customs or similar authorities and the customer hereby agrees to indemnify WAC against any such penalty or loss. WAC accepts no responsibility for incorrect packaging or damage to its documents or goods consigned unless such damage can be proven to have arisen through the gross negligence of WAC., its officers, agents, or employees. It is the sole responsibility of the customer to address adequately each consignment of documents to enable effective delivery to be made. WAC shall not be liable for delay in delivery or forwarding resulting from the customer's failure to comply with its obligation in this respect.
- 6. WAC reserves the right to inspect the documents consigned by its customers to insure that all documents or particular items are capable of carriage to the country of destination within the standard operating procedures, customs declaration, and handling methods of WAC. In making this reservation WAC does not warrant that any document or particular item to be carried is capable of carriage without infringing the law of any country or state from, to. or through which the item may be carried.
- 7. Customers warrant that they are the owners of the authorized agents of the owners of the documents or goods tendered to WAC for shipment and that they are authorized to accept and do accept these terms and conditions for themselves and for all other parties on whose behalf they are acting. Customers undertake to indemnify WAC against damage, costs, and expenses resulting from any breach of this warranty. WAC shall be responsibility for customers' documents only while such documents are within its custody and control and shall be liable for any damage or loss of such documents while in its custody and control if such damage or loss is caused by the negligence of WAC, its officers, agents, or employees. WAC, however, shall not be liable, in any event, for consequential or special damages whether or not WAC had knowledge that such damage might be incurred. Consequential or special damages shall be deemed to include, among other things, commercial, financial and other direct loss such as loss of interest and use, the liability of WAC, in any event, shall not exceed the sum of \$2.00 per 500g unless declared value states otherwise, in which case the maximum liability is limited to a sum equal to declared value or one hundred dollars (\$100.00) whichever is less. Shipper may purchase declared value through WAC at rates and on conditions in force at the time. Declared value rates available upon request from WAC.
- a) Except as aforesaid, WAC shall not be liable for or in respect of any loss or damage suffered by the customer howsoever caused or arising and without limiting the

generality of the foregoing. Where caused or arising by reason or on account of loss or damage to goods, destruction of goods as a result of misdelivery or no-delivery, delay in delivery, concealed damage, deterioration, contamination, evaporation, cancellations, or delays in scheduled air flights, in customs procedures or internal remailing or any other means of on-forwarding in or to overseas countries, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellions, insurrection, military or usurped power, confiscation, nationalism, or under the order of any government or public or local authority.

b) WAC shall not be liable under any circumstances for any loss, damage or expense arising from or in any way in connection with marks, weight, numbers, brands, contents, guality, or description of any goods.

c) WAC shall not under any circumstance be liable for loss or damage resulting from or attributable to any question, statement, representation or information whether oral or in writing howsoever, wheresoever or to whomsoever made or given by or on behalf of WAC or by any servant, employee or agent of WAC as to the classification of or liability for amount, scale or rate of customs duty, that WAC shall commit any breach of any law, regulation or ordinance made in respect to the same.
d) WAC does not give any advice with respect to any provision of law or rules or regulations made thereunder, or represent or advice that any such action by it or on its behalf complied or will comply with such provisions. WAC does not claim that is possesses the standard of competence or is prepared to exercise the diligence generally shown by persons who carry on the business of giving advice of the kind herein before referred to. WAC, not acquainted with the standard or capable of complying with standard and has no appreciation of the nature and magnitude of the loss which customer may sustain, if the acts of WAC do not comply with such provisions.

- 10. Any claim brought by a customer against WAC, in respect of duties and liabilities hereunder must be made in writing to an office of WAC within 30 days from the day when the documents should have reached their destination. No claim will be accepted by WAC outside this time limit.
- 11. For the purpose of establishing the amount of WAC's liability under these conditions, the value of the documents or the goods shall be ascertained by reference to their replacement or reconstitution at the time and place of shipment but without reference to their commercial utility to the customer and other items of consequential loss. Notwithstanding the aforesaid, it is hereby expressly agreed between the parties hereto that the liability of WAC any event shall not exceed \$2.00 per 500g unless the declared value states otherwise in which case the maximum liability is limited to a sum equal to declared value or one hundred dollars (\$100.00) whichever is less per consignment.
- 12. Goods or documents which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee may be sold by WAC or returned to the customer at the WAC option at any time after the expiration of 21 days from the date of the notice in writing sent to the address from which WAC collected the goods or documents. All charges and expenses arising in connection with the sale or return of the goods or document shall be paid by the customer. A communication from any agent or correspondent of WAC to the effect that the goods or documents cannot be delivered for any reason shall be conclusive evidence of that fact.
- 13. WAC will not carry (in addition to those mentioned in Clause 4 hereof) dangerous or hazardous goods, combustibles or explosives, gold and silver bullion, coin, dust, cyanides, precipitates, or any form of uncoined gold and silver or bullion, platinum, and other precious metals, uncancelled postage or revenue stamps, war savings or thrift stamps, blank or endorsed (in blank cashier's cheques) or money orders, and in the event that any customer should consign such items with WAC the customer shall indemnify WAC for all claims, damages, and expenses arising in connection therewith and WAC shall have the right to deal with such items as it shall see fit including the right to abandon carriage of the same immediately upon WAC having knowledge that such items violate these conditions.
- 14. WAC is not an air transport undertaking within the Warsaw Convention of 1929 and subsequent air carriage treaties and legislation. WAC acts only as agent for its customers when consigning documents with a particular airline for onward carriage, and, without prejudice to its general right of subrogation hereunder. WAC shall have the right to recover compensation from any airline for loss, damage or expense which WAC shall either incur itself or which loss, damage or expense shall have accrued to a customer hereunder.
- 15. All agreements between WAC and its customers shall be governed by local law and within the exclusive jurisdiction of the local courts.