

# CCE COURIER SERVICES TERMS & CONDITIONS

Effective January 1<sup>st</sup>, 2022



**CCE**  
Canada Courier Express

## Contents

Application Courier Services Terms & Conditions	3
Services	3
Shipping Charges	4
Extra Charges	4
Adult Signature Required (ASR)	6
Order Cancelation	7
Redirect	7
Attempted Pickup (Vehicle Provided But Not Used)	7
After Hours	7
Right to Refuse Shipments	8
Right to Use Agents and Subcontractors	8
Weight & Density	8
Dangerous Goods Shipments	8
We Do Not Pick Up Or Deliver	10
Fuel Surcharge	10
Liability	10
Insurance	11
Declared Value Surcharge	11
Residential Pickups & Deliveries	11
COVID-19 Policy	12
Administrative Terms & Conditions	12

## **Application Courier Services Terms & Conditions**

These CCE-Canada Courier Express Ltd. Terms and Conditions of Service, adjusted from time to time, govern all services offered or organized by CCE.

These Terms of Use constitute a legally binding agreement between you, whether personally or on behalf of an entity (“you”) and Canada Courier Express Ltd. (“CCE,” “we,” “us,” or “our”), concerning your access to and of the CCE services. You agree that you have read, understood, and agreed to be bound by all these terms of use by using the CCE services.

IF YOU DO NOT AGREE WITH ALL THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE CCE SERVICES, AND YOU MAY DISCONTINUE USING THEM IMMEDIATELY.

### **Services**

#### **Regular Service Same Day Delivery**

- Cut-off 12:00 p.m. for zones A, B, C, D, E, F, G & H same-day delivery (4-8 hours).
- Cut-off 11:00 a.m. for zones I & J same-day delivery (4-8 hours)
- Chilliwack services next-day delivery only.

#### **Rush Service Same Day Delivery**

- Rush service within 3-4 hours.
- Cut-off Rush Service by 2:00 p.m.

#### **Express Service Same Day Delivery**

- Express service within 2-3 Hours \*depending on availability
- Cut-off Express service by 3:00 p.m.

*\*All Delivery times are subject to current road, traffic, and weather conditions.*

## Shipping Charges

CCE reserves the right to discontinue, apply new, or modify existing, shipping charges at any time and from time to time. Unless otherwise indicated, any of the following CCE shipping charges may be applied to any CCE Shipment. For Courier Shipments, please refer to CCE's rates available upon request for details. Unless otherwise noted by CCE, all invoices, bills, and other statements of account to Customers regarding amounts owed by the Customer are denominated in Canadian currency (CAD).

## Extra Charges

- Additional Charges Will Be Applied for Parcel Deliveries Exceeding Four Items Per Shipment:
  - i. This charge will be determined as follows: (# of items in Shipment – 4) x (3.0%) x (applicable Service Rate). Please get in touch with CCE for details.
- C.O.D & Cash Calls Charge Add \$8.
- Hourly Cargo Van & Driver \$49, Minimum 4 Hours.
- Waiting Times
  - i. Delays Loading or Unloading Will Be Charged Every 15 Minutes After The First 15 Minutes Based On The Hourly Rate.
- Job Sites Add \$7
- Mall Delivery Add \$15.
  - i. CCE may pick up or deliver a Shipment from/to a place other than a loading dock upon request.
  - ii. This service is typically requested, but not limited to, shopping mall deliveries where CCE may be required to take the Piece(s) in a Shipment beyond the shopping mall's loading dock.
- Self-Storage Add \$15
- Downtown Vancouver, YVR Add \$7.
- Pre-booked Appointment Add \$5.
  - i. The additional charge will be applied each time CCE is required to honor a pre-booked appointment for pickup or delivery made

- by a Shipper, consignee, or an appointment automatically generated by a Receiver's automated appointment booking system.
- ii. The pre-booked appointment booking date must be at least one (1) business day before the expected delivery date to ensure time to arrange delivery.
- Redelivery Fee \$7.
    - i. Any Shipment that is required to be redelivered where CCE, through no fault of its own, was unable to complete delivery on the first attempt.
    - ii. This charge will be applied for each subsequent delivery attempt by CCE.
  - Signature Required (Residential) Add \$5.
    - i. Any Courier Shipment destined for delivery in a Residential Area that the Shipment requires a signature, the Signature Required (Residential) charge will apply.
    - ii. Any Courier Shipment destined for delivery in Canada (other than in a Residential Area) travels as a Shipment requiring a signature at no additional charge.
    - iii. For select services, as determined by CCE, travelling as a Shipment requiring signature, CCE may obtain hand-written signature or alternative modes of signature, including verbal signature. Any mode of signature captured by CCE shall be considered legally binding, subject to the laws of the delivery destination jurisdiction.
  - \$7 Additional Charge Will Apply If The Shipment Must Be Manually Processed By CCE.
  - Remote Areas And Rural Areas Listed Below Have An Extra Charge Of \$10.
    - i. North Of Dewdney Trunk Rd.
    - ii. Above Upper Levels Highway.
    - iii. Westwood Plateau.

## **Adult Signature Required (ASR)**

Adult Signature Required (ASR) is a service offered for Courier Shipments within Canada requiring Proof of Age from a Receiver at the destination address. For ASR deliveries at the destination address, a Receiver must present valid government-issued photo ID with Proof of Age at the time of delivery. If valid government-issued photo ID with Proof of Age is not presented at time of delivery, an ASR Shipment cannot be released and will be routed to a CCE location for in-person pickup. An ASR Shipment that is held for pickup will be released in accordance with CCE's Hold for Pickup policy and upon verification of Proof of Age at the hold for pickup location.

Shipments held for pickup will be held at the authorized CCE location up to five business days. If the Receiver fails to pick up the Shipment during this time, CCE may return the Shipment to the Shipper at the Shipper's expense.

The following conditions apply when picking up a "Hold For Pickup" Shipment:

- iv. If the Receiver is an individual, the Receiver or an individual residing at the same address as the Receiver must present a valid piece of government-issued photo identification with proof of address.
- v. If the Receiver is a company, an individual authorized by the Receiver must present a valid piece of government-issued photo identification and a signed letter of authorization printed on the receiving company's letterhead.
- vi. If the Receiver (whether an individual or company) authorizes a third party to pick up the Shipment on the Receiver's behalf, such third party must present a valid piece of government-issued photo identification and a signed letter from the Receiver, which references the Shipment's package identification number and authorizes CCE to release the Shipment to such party. CCE may also release a Shipment to a third party that lives at the same address as the Receiver, provided that such third party presents a valid piece of government- issued photo identification that shows they live at the same address as the Receiver.



- vii. For an ASR Shipment, in addition to satisfaction of the applicable conditions set forth above, Proof of Age must be provided.

Notwithstanding the previous, CCE may, at its sole discretion, refuse to release a Shipment to anyone other than the Receiver of the Shipment named on the Bill of Lading.

### **Order Cancellation**

- Orders Canceled Before It Has Been Assigned Will Not Be Charged.
- Orders Canceled After It Has Been Assigned Will Be Charged At 50% Of The Rate Service.
- Orders Canceled After The Pickup Will Be Charged At 100% Of The Rate Service.

### **Redirect**

CCE Same Day orders are considered “dispatched” after being entered into the dispatch system and after a confirmation number has been provided. If a CCE Same Day order is redirected after being dispatched:

If redirected before pickup, orders will be charged the full-Service Rate for the new destination only, inclusive of all Taxes and Additional Charges.

If redirected after pickup, orders will be charged the full-Service Rate for the first destination, plus the full-Service Rate for the new destination, inclusive of all Taxes and Additional Charges

### **Attempted Pickup (Vehicle Provided But Not Used)**

An additional charge will be applied where a Shipper has not cancelled a requested or scheduled pickup and, upon arrival at a Shipper’s premises, the Shipper informs CCE that no Shipment will be tendered by such Shipper.

### **After Hours**

CCE Same Day services may be available after hours upon request (hourly rates apply). An additional charge will be applied to a CCE Same Day Shipment where the

order is received, or the service is to be performed, on a business day after 5:00 p.m. and before 8:00 a.m. (origin local time), Saturday, Sunday, and provincial and federal statutory holidays.

Request for this service must be received on a business day between 8:00 a.m. and 3 p.m.

### **Right to Refuse Shipments**

CCE reserves the right to refuse any Shipment, at its sole discretion, including any Shipment that may soil, taint, or otherwise damage other merchandise or equipment, or which is economically or operationally impractical to transport, or which is improperly prepared, packed, or wrapped for transport.

### **Right to Use Agents and Subcontractors**

CCE reserves the right to use agents and subcontractors in the performance of its services. Any exercise of this right will in no way affect CCE's maximum liability described in these Terms and Conditions. Where agents or subcontractors are used, more restrictive size and weight limitations may apply than those set out herein.

### **Weight & Density**

- All Shipments Are Subject To Weight Verification.
- Non-Standard-Sized Packages Are Subject To An Additional Charge.
- All Shipments Are Subject To 0.08 Lbs. Per Cubic Foot.
- Maximum Weight Per Piece: 150 Lbs. (Approx. 68 Kg)
- Maximum Weight Per Shipment: Unlimited
- Oversize Shipments Call For Rates.

### **Dangerous Goods Shipments**

Prior to shipping any Dangerous Goods to CCE for carriage, it is a Shipper's sole responsibility to comply with each of the following conditions:

- i. Know the appropriate classification of the Dangerous Goods.



- ii. Declare/identify the appropriate Dangerous Goods option on the Bill of Lading, and provide all statements required by applicable laws in the “description” field of the Bill of Lading.
- iii. Ensure proper packaging for the selected mode of carriage in accordance with applicable laws.
- iv. Properly mark and label each Dangerous Goods Piece in accordance with applicable laws and these Terms and Conditions.
- v. Provide the appropriate documentation for the selected mode of carriage and retain such documentation in accordance with applicable laws.
- vi. Supply the appropriate placards (for external identification of Dangerous Goods on CCE vehicles) as required by applicable laws.
- vii. Be trained, including holding a training certificate where applicable, to perform any activities relating to Dangerous Goods in accordance with applicable laws, including packaging and preparation for carriage. Shippers are required to comply with the most recent version of the TDGR.

Where a Shipper has failed to comply with any of the previous conditions, concerning Shipping a Dangerous Goods Shipment, CCE reserves the right to (i) refuse any such Shipment for carriage, (ii) cancel and terminate any such Shipment undercarriage and charge the Customer for servicing the Shipment and/or (iii) charge and invoice the Customer fees in addition to the applicable surcharge(s) to transport any such Shipment. In the event CCE unknowingly transports a Dangerous Goods Shipment tendered without Customer’s compliance with the above conditions; CCE assumes no liability whatsoever regarding any loss and/or damage, delay, misdelivery, or failure to deliver such Shipment, caused, directly or indirectly from such shipment delay, misdelivery, or failure to provide such Shipment. The Shipper shall release and indemnify CCE from and against any claims or liabilities related to the carriage, transport, or delivery of any such Dangerous Goods Shipment.

## **We Do Not Pick Up Or Deliver**

- Jewelry And Other Items Of Extraordinary Value.
- Un-Created Glass, Large Pieces Of Furniture, Or Mattresses.

## **Fuel Surcharge**

CCE reserves the right to apply fuel and other surcharges to all Shipments regardless of destination or selected mode of carriage for such periods and in amounts as CCE may determine appropriate, at its sole discretion. By tendering your Shipments to CCE, you agree to pay all applicable surcharges, as determined by CCE. The fuel surcharge is set monthly and fluctuates based on the four-week average price of diesel fuel calculated by CCE using the weekly average prices reported by the Ministry of Natural Resources Canada. Changes are effective the first Monday of each month and are posted at [cce-express.com](http://cce-express.com). The fuel surcharge for Courier CCE Same Day Shipments, will be applied to the sum of the Service Rate. Taxes are excluded from the calculation.

## **Liability**

- CCE is not liable for loss, damage, inconsequential damage, or delay, whether arising from negligence to any of the goods transported. The maximum liability of \$2.00 per lb. to a maximum of \$100.00 per waybill. All claims must be received in writing within seven days of the day of Shipment.
- Jewelry and other items of extraordinary value cannot be shipped via CCE.
- Improperly packaged and or non-packaged goods will be sent at the Shipper's risk. CCE accepts no liability or responsibility for damage to such shipments.
- The Shipper will be responsible for all shipping charges on shipments where the receiver refuses to pay any or all collect charges, including storage and/or return charges.
- A signature is required for all deliveries unless prior arrangements have been made with CCE. Items will not be left at the destination without a signature if required. (See COVID-19 policy).
- We do not guarantee delivery times.

## Insurance

- Insurance is available at a valuation of 2% + \$10.00 to a maximum of \$500.00 declared value.
- Glass items, mirrors, acrylic, pottery and ceramics, perishable goods, artwork, and used goods cannot be insured and must be packaged appropriately for shipping.
- CCE will not accept liability for some unusual items, including delicate instruments and plants; such items travel at the Shipper's risk of damage.
- Concealed damage must be reported within 24 hours of receipt of delivery.

## Declared Value Surcharge

Customers must expressly declare a value for the Shipment on the Bill of Lading in order to be entitled to submit a claim for the declared value of the Shipment.

For the maximum valuation of a claim for loss or damage to a Shipment for which a Customer has declared a value, see "Valuation of Claim for Loss or Damage". In no event shall CCE pay a claim for a declared value that exceeds the actual value of the lost or damaged Shipment.

## Residential Pickups & Deliveries

- Pickup – The pickup should be left outside the door. Our driver can call the Customer upon arrival.
- Delivery – Knock, drop, and go, leaving delivery in a safe place if the signature is not required.
- Apartment Building – Our drivers will not enter the building; therefore, we must be provided with a phone number or buzzer code, in order for the driver to call upon arrival, and the resident must come down for the exchange.  
\*Exception will be applied for a disability condition.

\*\* Even though we are not taking direct signatures, if the signature is required, the driver will ask for the name of the person who receives the package. If nobody is receiving and the signature is required, the driver will not drop the package, generating an extra charge for redelivery.

## **COVID-19 Policy**

### **“No Contact Delivery”**

New policies will apply to ensure the safety of our customers and drivers for all residential and business deliveries.

To limit the contact between customers and drivers during COVID-19, we will only ask for the receiver's name.

## **Administrative Terms & Conditions**

### **Terms of Payment**

Must CCE elect to revoke, modify, or amend granted terms of payment, Customer will be required to immediately pay outstanding balances and comply with any alternative payment arrangements established by CCE, at its sole discretion, to address past-due balances and/or payment for future services, as a condition of continued use of CCE's services.

A Non-Account Customer is required to pay for CCE services at the time such services are requested or, if CCE invoices the Customer, in accordance with the terms of the applicable invoice.

An Account Customer who has been granted terms of payment and remains in good standing is required to pay for CCE services within 14 calendar days from the date of the invoice, in accordance with their Services Pricing Agreement or a shorter period prescribed by CCE or law.

A Customer with any account number(s) that is not in good standing, including where payment has not been submitted to CCE in full within granted terms of payment shall immediately, with or without notice from CCE, submit all outstanding amounts to CCE, failing which CCE reserves the right to take any action against the Customer, without recourse against CCE, including, but not limited to, charging late payment fees, terminating, suspending and/or modifying service(s) and/or stopping and holding any Shipment in transit until payment arrangements are made and the Customer's payment status returns to good standing. Any Shipment held or

impacted, in relation to Customer payment issues, will not be eligible for Service guarantees.

### **Credit Privileges**

Notwithstanding any other term in these Terms and Conditions, CCE reserves the right, at its sole discretion, to (i) grant a maximum level of credit to an Account Customer, that CCE determines is creditworthy, and (ii) where legally permitted, but excluding any conflicting terms of a Services Pricing Agreement, revoke, modify or amend any granted level of credit to a Customer, for any reason, including, but not limited to, Customer surpassing granted level of credit, late, incomplete or non-payment in accordance with granted terms of payment or where CCE has reason, as it determines, to be concerned about the Customer's continued creditworthy status.

### **Late Payment Charges**

If the customer fails to pay invoiced charges in full when due, CCE is entitled to charge at its sole discretion, a late payment charge equal to three percent (3%) of the total past due balance (including, without limitation, any previously assessed but unpaid late payment charges), and/or an administrative late payment charge on the total past due balance. Any such late payment charges will appear on the customer CCE invoice(s). Any such late payment charge is in addition to any legal rights and remedies available to CCE.

A Customer is solely responsible for all past due amounts across all their CCE accounts.

### **Non-Sufficient Funds ("NSF") Charges**

CCE, at its sole discretion, may charge additional fees to Customer resulting from any NSF cheques.