

# Diamond Delivery Inc

## Terms and Conditions

Subject to all terms and conditions of our governing tariffs.

### Applicable Legislation

- Conditions of carriage as prescribed by the legislation and regulations in force in the jurisdiction at the time and place of shipment are hereby incorporated by reference and apply to carrier services performed pursuant to these terms of service

### Loss, Delay and Limitation of Liability

- Unless specifically agreed to in writing prior to shipping the goods, the carrier shall not:
  1. be liable for any special, incidental, consequential, indirect or other damages, including without being limited to loss of earnings, loss of profits or penalties of any kind, caused by misdelivery, failure to deliver or delay in delivery of a shipment, or part thereof, regardless of the cause of such misdelivery, failure or delay, including but not limited to negligence of the Carrier, its servants and agents, and fundamental breach of contract;
  2. be liable for any loss, damage or injury to a shipment, or part thereof, in excess of \$2.00 per pound (\$4.41 per kilogram) unless a higher value is declared in writing on the face of the bill of lading/waybill by the Shipper.

- This limitation of liability shall apply notwithstanding:

1. any disclosure of the nature or extraordinary value of the goods shipped;
2. the amount of any loss, damage or injury including, without being limited to, special, incidental, consequential or indirect damages, including loss of earnings, loss of profit or penalties, of any nature whatsoever.

\* NOTE: Delivery times for all levels of service are not guaranteed and will vary with delivery distance, road and weather conditions.

\*\* For delivery purposes, business hours are considered 8:00AM - 5:00PM

### Insurance

- Additional insurance of 2.00 per \$100.00 (or fraction thereof) will be assessed on the declared value (if any). The Shipper has the sole responsibility of insuring the goods above the maximum available from the Carrier and the Carrier bears no responsibility for same. Without prior authorization in writing, the maximum declared value per shipment is \$5,000.00

### Notice of Damage or Loss

- Any loss, damage or injury must be noted on the bill of lading/waybill at any time of delivery otherwise the Consignee's signature will constitute conclusive proof of goods having been delivered and received in good order and condition; except in the case of concealed loss, damage or injury, in which case notification of same must be received at any office of the Carrier within 48 hours after delivery and receipt of the goods. The Carrier shall not be liable for goods that are not properly packaged or crated, loss, damage or injury to any of the goods carried pursuant to these terms of service unless notice thereof, setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or injury is given in writing to and received by the origination or delivering carrier at any office of the Carrier within 60 days after delivery of the goods, or, in the case of failure to make delivery, with nine months from the date of shipment of goods. Further, the Carrier shall not be liable unless the final statement of claim is filed within nine months from the date of shipment of the goods together with a copy of the paid freight bill.

### Dangerous Goods

- The Carrier shall not be liable for any loss, damage, injury or failure to perform to and arising from goods that are prohibited, restricted or required to be carried in special containers by CTC, IATA or otherwise, unless the Shipper fully discloses the nature of the dangerous goods and same have been properly contained and labelled in conformity with the applicable federal and provincial statutes. The Shipper hereby agrees to indemnify and save harmless the Carrier for all costs and damages of any nature whatsoever for its failure to disclose, label and/or properly contain dangerous goods.

### Entire Agreement

These terms of service constitute the entire agreement between the parties and no servant, agent or representative of the Carrier is authorized to add to, alter, modify or waive any provision of this agreement.

Signature \_\_\_\_\_