



# Amendment #1 to the Purolator Terms and Conditions of Service

Effective March 30, 2026, Purolator's Terms and Conditions of Service, as published April 1, 2024 ("Terms and Conditions"), shall be amended. The amended, modified or supplemented terms are detailed below in this Amendment #1 to the Terms and Conditions. Except as amended, modified or supplemented by this Amendment #1, the Term and Conditions remain in full force and effect.

## 1. Purolator Returns™ Services

*The following modification are applied to Purolator Returns Services under Purolator Delivery Services – Services Within Canada – Courier Services – page 5:*

### **Original:**

Purolator Returns™ services are available to Account Customers for Courier Shipments tendered to Purolator at select access points for travel within Canada. Purolator Returns™ Courier Shipments must be declared and prepared using an Automated Shipping System. The corresponding return Bill of Lading may be included with an outbound Shipment ("Outbound Return Service") or independently created and not associated with an outbound Shipment ("Return Management Service").

### **Amended:**

Purolator Returns™ services consist of Purolator Express® Returns and Purolator Ground® Returns (collectively, "Purolator Returns™ Services"). Purolator Returns™ Services are available to Account Customers for Courier Shipments tendered to Purolator at select access points for travel within Canada. Purolator Returns™ Courier Shipments must be declared and prepared using an Automated Shipping System. The corresponding return Bill of Lading may be included with an outbound Shipment ("Outbound Return Service") or independently created and not associated with an outbound Shipment ("Return Management Service").

The Customer is responsible to ensure that a Purolator Returns™ Courier Shipment, including where a Return Pickup is requested, complies with each of the following criteria:

...

For select points in Canada, a pickup request may be added to the Purolator Returns™ Services at an additional charge. See "Purolator Specialized Services – Purolator Returns Pickup").

...

## 2. Purolator Express® Return

*New service added under Purolator Delivery Services – Services Within Canada – Courier Services:*

A Purolator Returns™ Service. Delivery guaranteed\* from select access points in Canada to most points in Canada by End of Day the next business day. However, where it is not possible to effect delivery by the next business day, delivery will be guaranteed\* by End of Day on the business day specified by Purolator.

### 3. Purolator Ground® Return

*New service added under Purolator Delivery Services – Services Within Canada – Courier Services:*

A Purolator Returns™ Service. Delivery from select access points in Canada to most points in Canada by End of Day within one or more business days based on the origin and destination selected. In no event is a Shipment tendered using Purolator Ground Returns service eligible for a delivery guarantee.

### 4. Service Guarantees: Courier Shipments

*The following portions under Service Guarantees – Courier Shipments are updated – page 9*

#### **Original:**

If Purolator delivers a guaranteed Courier Shipment after the applicable guaranteed delivery time on the applicable guaranteed delivery day, Purolator will, upon request by the Customer, refund or credit (at Purolator's option) the Service Rate and Taxes (excluding any Additional Charges and Customs Clearance Charges) paid by the Customer to Purolator in respect of the Shipment (see "Refunds for Purolator Service Guarantees"). If Purolator cannot deliver a guaranteed Courier Shipment on the applicable guaranteed delivery day, delivery will take place by End of Day on the business day specified by Purolator.

#### **Amended:**

Subject to all limitations and conditions set out in these Terms and Conditions, for Canada and U.S.-based payors, upon request, Purolator may refund or credit to the applicable invoice a portion of the transportation charges if Purolator fails to complete delivery of a guaranteed Courier Shipment after the applicable guaranteed delivery time and/or day. Where Purolator determines the Shipment was delivered after the committed time and/or date, it may, upon request by the payor, refund or credit (at Purolator's option) half of the Service Rate plus Taxes (excluding any Additional Charges and Customs Clearance Charges) paid or payable by the payor to Purolator in respect of the Shipment. Where Purolator determines the Shipment was not delivered, it may, upon request by the payor, refund or credit the Service Rate plus Taxes (excluding any Additional Charges and Customs Clearance Charges) paid or payable by the payor to Purolator in respect of the Shipment (see "Refunds for Purolator Service Guarantees"). If Purolator cannot deliver a guaranteed Courier Shipment on the applicable guaranteed delivery day, delivery will take place by End of Day on the business day specified by Purolator. Any portion of the charges of a Shipment refunded or credited represents the exclusive remedy for recovery.

The following limitations apply to guaranteed Courier Shipments:

...

- (iv) Each Piece in the Shipment must weigh no more than 70 lbs (approx. 32 kg) for the service guarantee to apply. For clarity, if any Piece of a Shipment weighs more than 70 lbs (approx. 32 kg), no Piece of the Shipment will be guaranteed.
- (v) The Shipment, including each Piece thereto, must be recorded and/or scanned in Purolator's shipping system, indicating induction into the Purolator network.
- (vi) Purolator reserves the right to refuse any request for a refund or credit of shipping charges for any Shipment that is either (a) made by or (b) based on information obtained by a party other than the payor of the shipping charges.

...

In addition to the limitations noted above, the following conditions apply:

- (i) The service guarantee may be suspended, modified or revoked at Purolator's sole discretion. Where the service guarantee is suspended, then no remedy or recovery of charges is available for any Shipment(s) delivered beyond the committed time or date.

(ii) The service guarantee will not apply to a Shipment where any of its Piece(s) is or requires any of the following:

...

- e) Shipments originating from or destined to points deemed by Purolator to be remote and/or where such points are not serviced directly by Purolator;
- f) Undeliverable as determined by Purolator;
- g) Shipment(s) delayed in relation to improper packaging;
- k) Tendered by a Customer that is engaged in the re-selling of any Purolator services; and
- l) Tendered to Purolator during the seven calendar days before Christmas Day and was delivered within ninety (90) minutes of the published delivery commitment time for the selected service.

(iii) Subject to the exceptions set out in (ii) directly above, where at least one (but not all) Piece(s) in a guaranteed Courier Shipment are not delivered in accordance with the applicable service guarantee, Purolator will, at its option, refund or credit a Customer, upon request, half of the Service Rate for the Piece(s) that was/were not delivered within the committed time and/or date.

...

## Refunds for Purolator Service Guarantees

To obtain a refund or credit where applicable in accordance with Purolator's service guarantee(s), Purolator must receive a request for refund or credit in respect of a Shipment to which a delivery service guarantee applies (i) within fifteen (15) calendar days from the original date of the invoice for Account Customers, or (ii) within fifteen (15) calendar days from the date of acceptance of the Shipment for Non-Account Customers. To request a refund or credit, customers must call the telephone number on their invoice or receipt and be prepared to provide their Bill of Lading number.

Purolator reserves the right to assess the Customer a charge for guaranteed service refund or credit requests when the subject Shipment(s) is/was delivered in accordance with the commitment. Please see Purolator's published Rate Guide available at purolator.com for charge details.

## 5. **Purolator Specialized Services – ExpressCheque®**

*Purolator Specialized Services - ExpressCheque® is hereby updated to remove money order as a form of payment for this Specialized Service. All references to money order are deemed updated accordingly – page 13*

## 6. **Purolator Specialized Services – Purolator Return Pickup**

*New Specialized Service added*

For select points in Canada, a pickup request may be added to the Purolator Returns™ Services at an additional charge. A Customer may elect or enable the pickup of the Purolator Returns™ Courier Shipment. Where this additional service is requested, it will be subject to an additional charge. Please see Purolator's published Rate Guide available at purolator.com for charge details.

## 7. **Purolator Specialized Services – Healthcare Plus**

*New Specialized Service added*

Healthcare Plus may be added to select Purolator Express Courier Shipments travelling within Canada or to Canada from the U.S. on a pre-approved basis for select Account Customers. Healthcare Plus provides enhanced handling, visibility and recovery (where possible) within Purolator's distribution network. Where Healthcare Plus is selected, an additional charge will be applied. For details about the applicable geographic and other service limitations, as may be determined by Purolator from time to time, please contact Purolator.

Where the underlying Purolator Express Courier Shipment is guaranteed, the Service Guarantees section of these Terms and Conditions apply; those Shipments and/or Pieces excluded from a service guarantee will remain excluded despite the addition of Healthcare Plus to the relevant Shipment. See "Service Guarantees".

## **8. Manual Shipping**

*Updated to apply to Courier and LTL Shipments – Page 21*

### **Original:**

An additional charge will be applied to Courier Shipments if a Customer uses a manual Bill of Lading or if the Bill of Lading must be manually processed by Purolator (e.g., in the case of manifests)..

### **Amended:**

An additional charge will be applied to Courier and/or LTL Shipments if a Customer uses a manual Bill of Lading or if the Bill of Lading must be manually processed by Purolator (e.g., in the case of manifests).

## **9. Modes of Signature**

*Moved, as-is, under "Tendering Shipments to Purolator"*

## **10. Undeliverable Shipments**

*The following modification are applied to Undeliverable Shipments under Delivery of Shipments – page 37:*

### **Original:**

For Shipments that cannot be delivered for any reason, including, without limitation, errors or omissions on the Bill of Lading, refusal by the Receiver, failure of the Receiver to provide Proof of Age for an ASR shipment, or failure of the Receiver to pick up a Shipment being held for pickup, Purolator may return such Shipment(s) to the Shipper at the Shipper's expense. The Shipper will be invoiced for the original delivery charge, as well as the return delivery.

### **Amended:**

For Shipments that cannot be delivered for any reason, including, without limitation, errors or omissions on the Bill of Lading, refusal by the Receiver, inaccessibility of the delivery location, failure of the Receiver to provide Proof of Age for an ASR shipment, or failure of the Receiver to pick up a Shipment being held for pickup, Purolator may return such Shipment(s) to the Shipper at the Shipper's expense. The Shipper will be invoiced for the original delivery charge, as well as the return delivery.

## **11. Events Beyond Purolator's Control**

*The following modification are applied to Events Beyond Purolator's Control under Liability of Purolator – page 40*

### **Original:**

Purolator is under no obligation to refund or credit a Customer (payer) for any transportation charges, or for any loss, damage, delay, non-delivery, misdelivery or failure to perform, caused by events beyond Purolator's control, including, but not limited to, any act, default or omission of the Shipper, owner, Receiver or any party having an interest in the Shipment, defects or inherent vice in the Shipment, inadequate or incorrect markings or address on the Bill of Lading, acts of God, perils of the air, weather conditions, mechanical delays, disruptions in air or ground transportation networks, acts of public enemies, public health crises, quarantine, war, strikes or other labour disruptions (of any entity including

vendors, suppliers or customers), terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority, customs clearance delays, import/export documentation deficiencies or Shipments requiring extraordinary handling, documentation or routing.

**Amended:**

Purolator is under no obligation to refund or credit a Customer (payer) for any transportation charges, or for any loss, damage, delay, non-delivery, misdelivery or failure to perform, caused by events beyond Purolator’s control, including, but not limited to, any act, default or omission of the Shipper, owner, Receiver or any party having an interest in the Shipment, defects or inherent vice in the Shipment, inadequate or incorrect markings or address on the Bill of Lading, inaccessible origin or destination locations, acts of God, perils of the air, weather conditions, mechanical delays, disruptions in air or ground transportation networks, disruptions or failures in communications and/or information systems (of any entity including vendors, suppliers or customers), acts of public enemies, public health crises, quarantine, war, strikes or other labour disruptions (of any entity including vendors, suppliers or customers), terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority, customs clearance delays, import/export documentation deficiencies or Shipments requiring extraordinary handling, documentation or routing.

**12. Claims for Loss or Damage to Shipments**

*The following modification are applied to Claims for Loss or Damage to Shipments under Claims – page 40*

**Original:**

Purolator will not process any claim for loss of or damage to any Shipment unless notice thereof setting out the particulars of the origin, destination, parcel identification number (PIN), date of Shipment and the estimated amount claimed in respect of such loss or damage is given to Purolator in writing within the time limits set out below, failing which Purolator will have no liability in respect of the Shipment; however, where the Convention applies, different time limits may be applicable. Purolator may also require supporting documentation to assess a claim. Such documentation may include original purchase invoices, appraisals, estimates for repair, or other records. Failure to submit the necessary supporting documentation (at Purolator’s sole discretion) may result in the claim being denied. To process a claim, Purolator must have a record of scanning activity for the Shipment indicating that it has actually been inducted into the Purolator distribution network (whether courier or freight). Purolator will not pay a claim for loss of or damage to any Shipment unless all applicable transportation charges in respect of such Shipment have been paid.

Type of Shipment	Type of Damage/Loss		
	Concealed damage	Damage evident upon delivery	Loss/Failure to deliver
All (except Freight Shipments and International Air Shipments)	21 days from delivery	60 days from delivery	9 months from date of shipment
Freight Shipments	2 business days from delivery	60 days from delivery	9 months from date of shipment
International Air Shipments	14 days from delivery	14 days from delivery	90 days from date of shipment

**Amended:**

Purolator will not process any claim for loss of or damage to any Shipment unless notice thereof setting out the

particulars of the origin, destination, parcel identification number (PIN), date of Shipment and the estimated amount claimed in respect of such loss or damage is given to Purolator in writing within the time limits set out below, failing which Purolator will have no liability in respect of the Shipment; however, where the Convention applies, different time limits may be applicable. Only the party contractually obligated to pay Purolator for the Shipment in question (as determined solely by Purolator) shall be authorized to initiate or file a claim. Purolator may also require supporting documentation to assess a claim. Such documentation may include original purchase invoices, appraisals, estimates for repair, or other records. Failure to submit the necessary supporting documentation (at Purolator's sole discretion) may result in the claim being denied. To process a claim, Purolator must have a record of scanning activity for the Shipment indicating that it has actually been inducted into the Purolator distribution network (whether courier or freight). Purolator will not pay a claim for loss of or damage to any Shipment unless all applicable transportation charges in respect of such Shipment have been paid.

	<b>Type of Damage/Loss</b>			
<b>Type of Shipment</b>	<b>Concealed damage</b>	<b>Damage evident upon delivery</b>	<b>Loss/Failure to deliver</b>	<b>Missing Contents</b>
<b>All (except Freight Shipments and International Air Shipments)</b>	21 days from delivery	21 days from delivery	90 days from date of shipment	90 days from date of shipment
<b>Freight Shipments</b>	2 business days from delivery	21 days from delivery	90 days from date of shipment	90 days from date of shipment
<b>International Air Shipments</b>	14 days from delivery	14 days from delivery	90 days from date of shipment	90 days from date of shipment