



*"Notre savoir-faire à votre service"*  
1-800-359-2111 • [www.globexcourrier.com](http://www.globexcourrier.com)

## TERMS AND CONDITIONS

"GLOBEX WORLDWIDE COURIER INC." herein after "Globex" provides carriage of documents and parcels for the account of its client herein after the "shipper" through an international network in which Globex is a participant. The carriage is governed by the present contract.

### **I. General Conditions**

1. When remitting his shipment for carriage, the "shipper" acknowledges that the present non-negotiable air waybill was completed by himself or in his name and at his own risk by Globex acting only as agent without any liability on the part of Globex. The "shipper" accepts all Terms and Conditions stipulated on this document and certifies that all the information supplied is correct and has been validated.
2. If no service level is chosen on a manual Globex waybill, Globex will forward shipments sent within Canada, to the United States and to International destinations as an "EXPRESS" service level.
3. The goods described in the present contract are accepted for carriage in apparent good condition unless specifically indicated on the air waybill by Globex.
4. In order to speed up carriage, Globex may substitute another carrier including a land carrier without affecting the nature and conditions of this contract.
5. Globex does not accept in the present contract, passports, jewelry, tobacco, alcohol, traveler's checks, cash, as well as certain dangerous goods.
6. The "shipper" must provide all pertinent information on the contents and value of the shipment, which will be necessary for any customs authority or other authorities and will be responsible for any damage resulting from false, erroneous or contradictory statements.
7. All duties and taxes relating to shipments will be charged to the consignee, unless prior notice is given to Globex.

### **II. Delivery**

Globex will not guarantee delivery times except for 9:00 AM, 10:30 AM, 12:00, Saturday and Express Plus services.

### **III. Limitation of Liability**

1. The LIABILITY OF GLOBEX IN CASE OF LOSS OR PHYSICAL DAMAGES TO A SHIPMENT will be limited to the maximum amount of One Hundred Canadian dollars (\$100) per shipment unless additional insurance has been purchased. This limit will be applicable even in the case of fault or negligence on the part of Globex.
2. In case of loss or physical damages to a shipment, Globex will not be liable FOR LOSS OF INCOME OR PROFIT(S) WHETHER OR NOT GLOBEX HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. Globex will not be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest to the shipment. Also, Globex will not be liable if the shipper or the recipient violates any of the terms of this agreement. Globex will not be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation, or failure to provide information in connection to this shipment caused by events Globex cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.



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3. International or Domestic shipments: In case of late delivery on an International or Domestic shipment, Globex may reduce, depending on the circumstances, the freight charges to the actual service rendered and this only on guaranteed services (Globex Services: 9:00 AM, 10:30 AM, 12:00, Saturday and Express Plus).

Local service shipments: In case of late delivery on a local service shipment, Globex may reduce, depending on the circumstances, the freight charges to the actual service rendered.

4. Globex will be exonerated from any liability in case of delay resulting from customs procedures or any other cause beyond the control of Globex.

#### **IV. Claims**

1. In case of damage, partial loss, delay, non-delivery or other claim, the "shipper" must advise Globex of damages within forty-eight (48) hours of delivery. In addition, the "shipper" must send a WRITTEN CLAIM to Globex within twenty-one (21) days of the pick-up date by Globex.

2. Certain types of products are not insurable and cannot be claimed for losses or damages, for example but not limited to; glass products, perishables, and all liquids. Other types of products may also be declined, such as shipments not sufficiently packaged. In case of a claim, if the packaging is deemed insufficient, Globex will not be liable for any damaged sustained.

3. Any litigation between the Parties will be submitted to the law of the Province of Quebec and the Parties of this contract acknowledge the exclusive jurisdiction of the Courts of the City and District of Montreal, Province of Quebec.

#### **V. Right to inspect**

Globex, upon its judgment or at the request of governmental authorities, may open and inspect any shipments under its control.

#### **VI. Responsibility for payment**

Even if the "shipper" gives Globex different payment instructions, the "shipper" will always be primarily responsible for all charges including transportation charges and all duties, customs assessments, governmental penalties and fines, taxes and Globex attorney fees and legal costs, related to the shipment in case of default of payment by the consignee or third party. The "shipper" will also be responsible for any costs Globex may incur in returning the shipment or warehousing it pending disposition.



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## SERVICE TERMS

### Address Correction

Surcharge of: 15.75\$ / piece + fuel surcharge

### C.O.D. Service

Globex does not accept C.O.D. (Collect On Delivery) shipments.

### Customs documentation: Missing or incomplete

13.50\$ surcharge

### Disbursement Fee

Minimum 22.50\$ or 5.5% of the duties and taxes to be paid.

### Duties and Taxes charged to the shipper (Free Domicile)

26.25\$ surcharge

### Elevated Risk Destinations and Restricted Destinations

A distinct Elevated Risk Pricing will apply in countries where operations are executed at an elevated risk due to war, civil unrest and heightened threats from terrorism or countries subject to UN trade embargos.

The Elevated Risk Pricing will apply to all shipments originating from or sent to:

Afghanistan, Burundi, Mali and Niger

In addition to the above, a global standard operating policy is in place to ensure our agents do not knowingly transport goods in breach of trade restrictions. Therefore, a distinct Restricted Destination Pricing will apply to recover additional costs from exceptional handling of shipments originating from or sent to:

Central African Republic, Democratic Republic of Congo, Eritrea, Iran, Iraq, Ivory Coast, Liberia, Libya, Somalia, Sudan, Syria and Yemen.

Transport to and from North Korea is not available.

### Exchange Rate

Our import services may be subject to an exchange rate.

### Fragile Parcel

Shipments within Canada marked as "FRAGILE" will be subject to a 50% surcharge of transportation price. This surcharge is to cover the special handling required for safe transport to final destination.

### Fuel Surcharge

All of our rates are subject to a fuel surcharge.

### Guaranteed Express Delivery Services in Canada

12:00 Next Business Day Guarantee: 7.50\$ surcharge per shipment added to the published express delivery rates.

10:30 Next Business Day Guarantee: 10\$ surcharge per piece added to the published express delivery rates.

9:00 Next Business Day Guarantee: 35\$ surcharge per piece added to the published express delivery rates.

Saturday Delivery: 35\$ surcharge per piece added to the published express delivery rates.



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### **Handling Fees:**

#### **Unpacked, Non-conveyable, Wooden, Metal, Plastic-wrapped and parcels needing re-packaging**

Surcharge of: 15.75\$ per piece + fuel surcharge

Non-conveyable: Any cylindrical item, such as a barrel, drum, pail or tire that is not fully incased in a corrugated shipping container. Also includes suitcases and all other shipments enclosed in a plastic casing.

### **Hand Written Waybill**

5\$ surcharge

### **Hazardous Materials**

Shipment within Canada | Inaccessible item: 75\$ **minimum** surcharge.

Shipment within Canada | Accessible item: 100\$ **minimum** surcharge.

International Shipment | Inaccessible item: 100\$ **minimum** surcharge.

International Shipment | Accessible item: 140\$ **minimum** surcharge.

### **Insurance**

Insurance for the first 100\$ of value is free.

Globex offers an additional protection against loss or damage depending on the type of shipment.

International, U.S. and shipments within Canada: Minimum charge 30\$ or 4\$ per 100\$ of insured value. Any fraction thereof will be rounded up to the next 100\$.

Some types of products are not insurable, such as, but limited to, glass products, perishables and liquids.

The first 100\$ of free coverage will not apply for shipments deemed as non-insurable.

No insurance can be purchased for the following countries: Afghanistan, Angola, Cuba, Eritrea, Ethiopia, Iran, Iraq, Kyrgyzstan, Liberia, Myanmar, Nigeria, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Tajikistan, Turkmenistan, Uzbekistan and Zimbabwe.

### **Missing Waybill**

8\$ surcharge

### **Oversized Parcel**

Length over 121 cm (48 in): 25\$ minimum surcharge.

Length over 270 cm (108 in): 150\$ minimum surcharge.

Weight over 31 kg (70 lbs) per piece: 25\$ minimum surcharge.

Weight over 31 kg (70 lbs) per piece in Residential Area: 55\$ minimum surcharge.

Weight over 68 kg (150 lbs) per piece: 150\$ minimum surcharge.

Girth: Length + (2 x width) + (2 x height)

Girth between 330 cm (130 in) and 419 cm (165 in): 100\$ minimum surcharge.

Girth over 419 cm (165 in): 125\$ minimum surcharge.

### **Peak Season Surcharges 2020 (October 5th 2020 to January 17th 2021)**

During Peak Season, additional charges may be applied to any existing surcharges for oversized parcels.

### **Rates**

All of our rates are in Canadian Dollars (CDN \$)

### **Remote Area Surcharges**

International remote area surcharge: Minimum 36.75\$ + fuel surcharge

### **Residential Pick-up or Delivery Zone (International & Domestic shipments)**

Surcharge of 5.25\$ + fuel surcharge



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**Safety & Security Surcharge (SSS)**

Globex will temporarily implement the following new surcharge to all its services effective July 1<sup>st</sup> 2020:

**For all Domestic shipments:** 1.75\$ per shipment

**Exports:** Greater of 1.75\$ or 0.26\$ per ½ kg

**Imports:** Greater of 5\$ or 0.26\$ per ½ kg

**Imports from China & Hong Kong:** Greater of 5\$ or 0.68\$ per ½ kg

**Signature Required**

Surcharge of 5.25\$ per piece + fuel surcharge

**Taxes**

HST, GST and PST will be applied to shipments sent within Canada, according to the destination.

**Terms of Payment**

Transportation Invoices: Due upon reception

Duty and Tax Invoices: Due upon reception

**Undiscounted Destinations**

To render a reliable delivery service to politically unstable countries, additional security measures and expenses are required.

Therefore, no discounts are available for the following countries:

Afghanistan, Iran, Iraq, and Palestine

**Volume Weight**

The chargeable weight is either the gross or the volume weight, whichever is greater.

Volume weight is calculated with the following formulas:

$$\frac{L \times W \times H \text{ (cm)}}{5000} = \text{Volume weight in kg}$$

Updated on October 1<sup>st</sup> 2020. The above Terms and Conditions are subject to change without notice.

To receive an updated version of our Terms and Conditions, go to [www.globexcourrier.com/terms/](http://www.globexcourrier.com/terms/) and fill out the form.

By signing these Terms and Conditions, you also accept all subsequent versions.

**Received and acknowledged by:**

**Company Name:** \_\_\_\_\_

**Name of Signing Officer:** \_\_\_\_\_

**Title of Signing Officer:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

Please return by email	Email: <a href="mailto:info@globexcourrier.com">info@globexcourrier.com</a>
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