



TERMS AND CONDITIONS OF TRADE

DEFINITIONS

In the terms and conditions, unless the context otherwise permits or requires:

"SNT"	means SN Transport Ltd (a BC registered company) whose registered office is located at #1000 - 840 Howe Street, Vancouver, BC; V6Z 2M1
"The Carrier"	means (whether in regard to carriage, storage or otherwise) SNT, including its officers, employees, agents and representatives, and its sub-contractors together with their officers, employees, agents and representatives or any of them
"Collection Point"	means the address at which any Consignment and/or passenger is to be collected/or received by the carrier.
"Consignment"	means any communication, parcel, package, envelope, letter or any number of separate communications, parcels, envelopes, packages, letters and/or other similar items(together with their contents) sent at any time, in one load, at the request of the Customer from any one Collection Point to any one Delivery Point.
"The Customer"	means any person or persons requesting SNT to transport a Consignment or Consignment and/or passengers and includes any officer, employee, agent, representative or sub-contractor of any such person or persons.
"Dangerous Goods"	means any goods which are specified in the special classification of dangerous goods issued by Transport Of Dangerous Goods Act [RSBC 1996] Chapter 458, goods which are or may, in the sole opinion of the Carrier, be noxious, dangerous, hazardous, inflammable or explosive and goods of a similar nature or which present or may present a comparable hazard.
"Delivery Point"	means the address to which any Consignment and/or passenger is to be delivered by the Carrier including any alternative Delivery Point specified by the Customer under clause 1.8 below.
"Journey"	means a journey undertaken by the Carrier for and on behalf of a Customer
"Passenger"	means a person or persons to be conveyed at the request of the customer from any one Collection Point to any one Delivery Point.
"Terms"	means these terms and conditions and any special terms and conditions agreed in writing between the parties.

Words importing the masculine gender include the feminine and words importing the singular include the plural and, in each case, visa versa.

ACCEPTANCE OF TERMS AND CONDITIONS

1. Any business undertaken by SNT or any information, advice or service supplied by SNT,(whether charged or not) is undertaken or provided subject to these Terms which shall be the terms of any contract for delivery of Consignments and/or passengers between SNT and the Customer.
2. These terms subject to and together with any variation agreed in writing between a director of SNT and the Customer, shall constitute the entire contract between SNT and the Customer and shall override or supersede any previous Agreement or Arrangement between SNT and the Customer and, in particular, shall operate to the exclusion of any Terms and conditions at any time imposed by the Customer. On acceptance by SNT of any booking to carry any Consignment and/or passenger the Customer shall be deemed to have accepted these Terms,
3. The customer acknowledges that it has not entered into this agreement relying upon any representation made by or on behalf of SNT and without prejudice to the generality of the foregoing, the Customer has not relied upon any correspondence, statement or sales literature issued by or on behalf of SNT.
4. SNT is not a common carrier and will only carry Consignments and/or passengers subject to these Terms. SNT reserves the right at its absolute discretion to refuse to accept the Consignment or part thereof and/or any passenger for delivery.

PARTIES

5. SNT may engage agents, representative and/or sub-contractors to perform all or part or parts of a delivery and SNT enters into this Agreement for itself and on behalf of such agents, representatives and/or sub-contractors, all of whom shall have the benefits of these terms and who shall be under no liability to the Customer or anyone claiming through him greater than or in addition to that of SNT under this Agreement and the Customer agrees with SNT that no claim shall be made against such agents, representatives and/or sub-contractors in addition to or in excess of the limitation and/or exclusions of liability as set out in these Terms.

6. The Carrier shall be entitled to the benefits of all the provisions herein contained including but not limited to those which exclude or restrict liability of any kind or provide SNT with an indemnity. SNT in entering into any agreement incorporating these Terms does so on its own behalf and as agent for the Carrier.

7. If the Consignment or any part thereof is not the Customer's own unencumbered property, he shall be deemed for the purposes of this Agreement and these Terms to be the agent of such owner or other interested party and warrants that he has the authority of all persons owning or having an interest in the Consignment or any part thereof to enter onto this Agreement and bind them as well as himself by these Terms. The Customer shall indemnify SNT against and hold SNT harmless from any loss, damage or claim, cost or expense which SNT incurs directly as a result of any want of authority of the Customers to enter into this Agreement of behalf of any party having an interest in the goods or any part thereof (including the packing material).

8. In entering into any contract with SNT the Customer agrees and warrants that he does not contract or deal as a consumer notwithstanding any statutory or other definition of whatsoever nature to the contrary.

PASSENGER ELIGIBILITY

9. The conditions of our operating Licence, and incorporated as part of these conditions is that and the account holders undertake that the passengers they instruct us to transport using this service are persons who have a disability, either permanent or temporary, confirmed by a medical practitioner, that is sufficiently severe that the person is physically unable without assistance to use conventional transit service, or is a person accompanying a person referred to above.

DANGEROUS GOODS

10. Without prejudice to the provision of clause 3 above, the Customer acknowledges that SNT is under no obligation to accept Dangerous Goods or any consignment containing or passenger carrying Dangerous Goods for Delivery.

11. The Customer hereby warrants that the Consignment does not constitute or contain Dangerous Goods, or any substance the possession, storage or delivery of which is a criminal offence or a breach of the provision of any relevant statute, regulation or bye-law under the laws of any part of the BC or of any jurisdiction to or through which the Consignment is to be delivered or in which it may be stored.

12. The Customer hereby agrees to indemnify SNT against and hold SNT harmless from any penalty, loss, damage, claim, cost or expense which SNT, its employees, agents, representatives or sub-contractors may incur directly or indirectly as a result of any breach of the warranty given in clause 6.1 above.

DELIVERIES

7.1 a Journey shall commence at the time at which the Carrier collects the Consignment and/or passenger from the Collection Point (Unless the Carrier is required to wait by the Customer, in which case a Journey shall be deemed to commence at the time at which the customer booked SNT to Collect the Consignment and/or passenger from the Collection Point). A Journey shall end when SNT delivers the Consignment and/or passenger to the Delivery Point (or an alternative Delivery Point or returns the Consignment to the Collection Point in accordance with clause 8.1. A passenger shall be required to sign a delivery note for each journey in such form as SNT shall reasonably require.

13. Every Consignment and part Consignment of goods shall be addressed and labeled clearly and accurately by the Customer and in accordance of SNT's requirements, if any, from time to time.

14. SNT shall use its reasonable endeavours to deliver the Consignment and/or passenger to the Delivery Point within the time specified by the Customer, if any, but time of delivery shall not be of the essence unless agreed by a director of SNT in writing upon or prior to the placing of the order by the Customer.

15. SNT shall take all reasonable steps to obtain a receipt from the Consignee. Such receipt shall be conclusive evidence of the date, time and place of delivery but shall not be evidence as to the condition or of the correctness of the declared nature, quantity or weight of the Consignment at the time it is received by SNT.

16. Unless the Consignee or his agent notifies SNT in writing of any loss or damage to the Consignment and the general nature thereof within 24 hours of the Consignment being delivered to the Delivery Point. SNT is deemed to have delivered the Consignment prima facie in the same order and condition as when received by it.

17. SNT shall make one attempt to deliver a Consignment and/or passenger to the Delivery Point. If the Consignment can not be delivered SNT will have the option to either make a further attempt to deliver the Consignment and/or passenger to the Delivery Point or to deliver the Consignment to any other Delivery Point specified by the Customer or to return the Consignment to the Collection Point, in any event at the Customer's cost.

18. If delivery does not take place under the provisions of clause 8.1 other than by any negligence or willful default of SNT, its employees, agents, representatives or sub-contractors of it the Customer does not specify an alternative Delivery Point within 24 hours of being requested to do so by SNT, the Customer shall be liable to SNT for all storage charges incurred by SNT between the date on which delivery was first attempted and the date on which delivery is made or the Consignment is returned to the Collection Point under the provisions of clause 8.1 above or the date of sale of the Consignment under the provisions of clause 8.3 below (all dates to be inclusive)

19. If delivery does not take place under the provisions of clause 8.1 SNT shall be entitled to dispose of the Consignment or any part thereof at any time after giving the Customer 7 days written notice of its intention to do so.

20. SNT shall be under no obligation to deliver a Consignment or Consignments as a whole at any one time and shall be free in its absolute discretion to make more than one delivery or deliver in parts.

MEANS OF TRANSPORT

21. Consignment and/or passengers accepted by SNT for carriage may be carried by such means of transport and by such route as SNT think fit and these Terms shall apply to whatever means or routes by which a Consignment and/or passenger is carried.

22. Consignments carried wholly or partly by water or air or rail shall, in connection with liability in respect of such carriage, be carried subject to the applicable conditions of carriage by water or air or rail of the carrier who carries such Consignments, such conditions of carriage to be read as though reference therein to the water or air or rail carrier were reference to SNT. In the absence of proof to the contrary where Consignments are carried partly by land and partly by water or air or rail any loss, damage or delay shall be deemed, as between SNT and the Customer, to have occurred whilst the Consignments are carried by road.

LOADING AND UNLOADING

23. SNT shall not be under any obligation to provide any plant, equipment, machinery, power or labour which may be required for loading or unloading the Consignment and/or passenger at the Collection Point or the Delivery Point.

24. Any Consignment or part thereof and/or passenger requiring any special appliance or equipment for loading on to and/or unloading from any vehicle is accepted for carriage only on the condition that the Customer has duly ascertained that such appliances or equipment are available at the Collection/Delivery Points and the Customer shall be responsible for the provision and cost of such appliances or equipment.

25. The employees, agents and representatives of SNT have no authority to operate or give assistance in the operation of any special appliance or equipment for loading and/or unloading any Consignment or part thereof and/or passenger. Any assistance given by SNT beyond the usual act of Collection and/or Delivery (including without prejudice to the generality of the foregoing the provision of plant, machinery, power or labour for loading or unloading at the Collection or Delivery Points) shall be at the sole risk of the Customer who will indemnify and keep SNT indemnified against any damage, expense, loss, costs claims or demands (including without limitation damage to the Consignment or to any property of the Customer, SNT the Consignee or any third party whether or not arising out of the negligence of SNT, its employees, agents or sub-contractors) arising directly or indirectly from the provision of such assistance.

26. SNT shall not be liable for any destruction or loss of, or damage to any damage to any Consignment or mis-delivery or non-delivery of any Consignment and/or passenger unless such destruction, loss, damage, mis-delivery or non-delivery has arisen from any willful default by or grossly negligent act or omission of SNT, its officers, employees, agents, representatives or sub-contractors.

LIMITATION OF LIABILITY

27. The liability of SNT to the Customer shall (a) in the case of liability arising from the destruction of or any loss or damage to any Consignment be limited to a sum equal to the carriage charges paid by the Customer to SNT together with the reasonable market or replacement value (whichever is the lower) of the Consignment and (b) in the case of liability for non-delivery or mis-delivery of any Consignment and/or passenger be limited to a sum equal to the carriage charges paid by the Customer to SNT, whether such destruction, loss or damage, non-delivery or mis-delivery arises by reason of breach of contract or negligence on the part of SNT or its employees, agents, representatives or sub-contractors or otherwise howsoever; provided that:

28. the Customer shall be obliged to notify SNT in writing when or as soon as reasonably practicable after booking the delivery services of SNT (and in any event, prior to collection of the Consignment and/or passenger) if the market or replacement value of the Consignment is in excess of \$250 and, if the Customer fails to do so, the liability of SNT to the Customer (save in relation to personal injury or death) shall be limited to \$250

29. The liability of SNT shall in any case be limited to \$1,000 in respect of any one Consignment except where the Customer requests an overnight service for delivery to be made the following working day, in which case liability shall be limited to \$750 per Consignment.

30. SNT shall not, in any case, be liable for any indirect, consequential or economic loss or damage incurred by the Customer or any third party.

31. SNT shall not be liable of any loss damage to any Consignment that cannot be carried within lockable equipment provided by any vehicle requested by the Customer for delivery of such Consignments or if the Consignment is not properly packed or prepared for transit by the Customer in parcels, envelopes or packages suitable for the transit of goods, items or matters of the nature comprising the Consignment or any part thereof.

32. SNT shall be entitled to require the Customer to provide written evidence to its reasonable satisfaction of the value and replacement cost of the Consignment destroyed, damaged or lost.

33. SNT shall not be liable for the destruction or loss of or damage to or non-delivery or mis-delivery of any cash, notes, bonds, instruments, stamps, deeds, tickets, cheques, travelers cheques, jewellery, watches, precious metals, works of art, artwork, photographs, transparencies, negatives, passports or any other similar or valuable articles

34. SNT shall not be liable for any loss or damage suffered by reason off:

34.1. The failure of the Customer to properly address, parcel and pack the Consignment;

34.2. Delivery of the Consignment in good faith at the Delivery Point to a person claiming to be the Consignee or his or its employee, agent, representative or sub-contractor;

34.3. Any breach of the warranty given by the Customer in clause 6 above;

34.4. The inability of SNT to perform its obligations due to any circumstance beyond the reasonable control of SNT including (without prejudice to the generality of the foregoing) ACT of God, climatic conditions, flood, any strike or

lock-out (whether particular general) riot, civil commotion, state of hostilities, fire, seizure under legal process and any act of thing similar to the above:

34.5. SNT shall not be liable for any destruction or loss of or damage to any Consignment or for the non-delivery or mis-delivery of any Consignment and/or passenger unless a claim is made upon SNT in writing identifying the nature of the claim and the amount claimed:

34.6. within three days after completion of the delivery; or

34.7. in the case of destruction, loss, non-delivery or mis-delivery, within seven working days of acceptance by SNT of the Consignment concerned.

34.7.1. SNT shall not be liable, in any event, for the destruction or damage of any description unless the destroyed or damaged goods are made available by the Customer for inspection by SNT or its appointed representative when requested following the submission of a claim.

34.7.2. SNT shall, in any event, be discharged from all liability whatsoever in respect of the Consignment unless a claim is commenced within 1 year from the date of collection of the Consignment or any part of it by SNT.

34.7.3. SNT shall not be liable for any damage to or deterioration or perishing of goods, of a perishable or fragile nature (except where such damage, deterioration or perishing occurs by reason of any willful default or gross neglect on the part of SNT, its employees, agents, representatives or sub-contractors) or for reasonable wear and tear incurred during transit or storage.

34.7.4. SNT's liability for deliveries sub-contracted by SNT shall if greater than the limit referred to in clause 38 (as the case may be) be restricted to the amount recoverable by SNT and actually recovered (whether under any convention relating to international carriage of goods from time to time in force or otherwise) from the subcontracted carrier chosen to deliver the Consignment

34.8. The limits of liability referred to in clause 38 may be increased subject to such supplementary terms as a director of SNT agrees in writing on payments of any additional charge, in which and accurate description, the market value and replacement cost of the Consignment and any individual or separate parts of it must be declared by the Customer when making an order

34.9. SNT and the Customer have freely and openly negotiated these terms in the knowledge that the liability of SNT is to be limited in accordance with these terms and the price charged by SNT has been calculated accordingly. The Customer acknowledges that a greater price would be payable but for such limitations.

34.10. A person who is not a party to this agreement (save for any officer, agent, representative or sub-contract of SNT) has no right under Contracts to enforce or have the benefit of any terms but this does not affect any right or remedy of a third party which exists or is available apart from the act.

CHARGES

34.11. SNT shall invoice the Customer on a fortnightly basis in respect of journeys undertaken in the previous two weeks (and, where appropriate, any previously unbilled journeys, costs or charges). The Customer shall pay SNT's charges in accordance with SNT's current tariff or charges within thirty days from the date of SNT's invoice. SNT reserve the right to increase its charges at any time. The tariff of charges is available for inspection by the Customer, (and a copy will be provided on request), and the tariff shall be deemed to have been inspected by the Customer whether or not actually inspected.

34.12. At the time of opening an account SNT will set a limit on the total outstanding. SNT may refuse to accept any further business in the event of this limit being exceeded until payment is made in full. It will be the duty of the Customer to ensure that the use of the service is operated within the invoice limit. However SNT is not under a duty to the Customer to limit the service to the invoice limit and if, in their absolute discretion, SNT should continue to provide service over and above the invoice limit the full amount due to SNT shall be payable by the Customer notwithstanding that the invoice limit may have been exceeded./

34.13. SNT may at its absolute discretion withdraw credit facilities at any time.

34.14. No quotation or estimate of charges given by SNT shall bind SNT unless expressed in writing to be a fixed quotation with a date to which such fixed quotation shall be valid in which case the quotation or estimate must be accepted by the Customer and delivery must take place prior to that date.

CUSTOMER ACCOUNT

35. The Customer shall pay to SNT GST on all monies due SNT at the appropriate rate from time to time.

36. Unless paid within thirty days of the date of the invoice, SNT shall be entitled to interest on any unpaid sum at the rate of four per cent above the base lending rate then prevailing of Allied Irish Bank Plc per month computed from the date of such unpaid invoice until the payment of such sum and computed on a daily basis both before and after judgement.

37. For the purpose of these Terms, the price stated in the current tariff of charged of SNT shall be deemed to be a basic price and any other expenses incurred by SNT on the Customer's behalf (including gratuities) shall be added to such sum with GST (where applicable) at the appropriate rate.

38. Any discount granted to the Customer by SNT in respect of charges is granted on the basis that the Customer pays for SNT's services by the due date for payment. If the Customer fails to do so the discount shall not apply and SNT shall be entitled to invoice the Customer at SNT's then current tariff of charges.

39. Where the Customer requires SNT to collect or receive Consignments and/or passengers from more than one Collection Point or to deliver Consignments and/or passengers to more than one Delivery Point, transit between each Collection Point and Delivery Point shall be treated as a separate journey.

40. All monies due to SNT shall be payable in Canadian Dollars in Canada

41. SNT shall have a lien over any or all Consignments in respect of any unpaid invoices whether relating to a particular Consignment or otherwise and the Customer appoints the carrier as its attorney and agent to sell or otherwise dispose of the same and to apply the net sale proceeds in reduction of the Customer's liability to SNT.

42. No payment due to SNT from the Customer shall be withheld by the Customer in respect of any claim or alleged claim by the Customer or the Consignee against SNT howsoever arising and whether by way of set-off, counterclaim or otherwise

43. The Customer agrees to indemnify SNT for all costs and expenses including legal fees and expenses on a solicitor and own client basis in respect of the recovery of any outstanding amounts due under this agreement.

The Customer shall:

44. Take all reasonable measures to keep its SNT account number confidential and to ensure the proper use of its SNT account number and shall ensure that its officers, employees, agents, representatives comply with this clause and cease to use the Customer's account number promptly after the SNT account number cease to be valid.

45. Not permit any person other than a proper and duly authorised person to use or to continue to use the SNT account number.

46. The Customer shall immediately notify SNT in writing on becoming aware that the Customer's SNT account number has been irregularly disclosed or any previous authorised person using such SNT account number has had his authority terminated.

47. The Customer shall pay to SNT all applicable charges notwithstanding that some of the charges may relate to an unauthorised use of the SNT account number, howsoever arising, unless SNT has received notice in writing from the Customer of any of the circumstances as described in clause 25 and the customer proves that such charges were a direct consequences thereof.

GENERAL

48. Any waiver by SNT of any breach by the Customer of these terms is limited to that particular breach. No delay by SNT in acting upon a breach shall be deemed a waiver.

49. SNT may from time to time amend these Terms and shall as soon as possible forward a copy of the same to the Customer. The Customer shall then have 21 days from the date of being sent such variations and shall not thereafter be entitled to dispute the same whether or not they apply to the rate of charges or otherwise.

50. Any notice to be served on either party shall be in writing delivered by hand or sent by prepaid post to last known address of the addressee. It is the duty of each party to notify the other of the appropriate address and reference. The date of delivery of such notice shall be deemed to be the next working day after evidence of posting.

51. The Terms contained in each clause or sub-clause shall be adjudged void and **ineffective** for whatever reason but would be adjudged valid and effective if part of the wording thereof were deleted, the clause or sub-clause shall apply with such modification as may be necessary to make it valid and effective and shall not invalidate any other terms.

52. SNT reserves the right to record any telephone conversation with the Customer and to make use of any such recording in any proceeding.

53. The Terms shall be subject to the laws of BC and Canada and the parties hereby submit to the non-exclusive jurisdiction of the courts of BC.

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