

# General Terms and Conditions



## Customers without a Standing Offer Agreement



## IMPORTANT UPDATES

**Any description of change is provided for reference and convenience purposes only. The description of change does not form part of the Agreement between the Customer and Canada Post.**

Customers should ensure they are using the most current version of the *General Terms and Conditions* which are posted on the Canada Post website. See in particular, [canadapost.ca/generalterms](http://canadapost.ca/generalterms).

IMPORTANT UPDATES		
LAST UPDATED DATE	DESCRIPTION	LOCATION
May 22, 2012	The maximum amount eligible for refund of gift certificates or gift cards has been reduced from \$500 to \$100.	<a href="#">section 12.1.2</a>
April 23, 2012	<i>Priority Next A.M.</i> rebranded to <i>Priority</i> .	<a href="#">section 1.5</a> <a href="#">section 12.1.1</a>

**NOTE :** This amendment updates the January 16, 2012 version 1.1 guide.

When there is an amendment or a revision to the document, the version number will be modified as follows:

- an amendment increases the first digit in the version (e.g., version 2.0, 3.0)
- a revision increases the second digit in the version (e.g., version 1.1, 1.2).

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# GENERAL TERMS AND CONDITIONS FOR CUSTOMERS WITHOUT A STANDING OFFER AGREEMENT

The following General Terms and Conditions apply to Products and Services for Customers mailing without a Canada Post “Standing Offer Agreement”. All other mailings must meet the requirements outlined in the applicable Canada Post “Standing Offer Agreement”, which must be in effect between the Customer and Canada Post.

## 1 DEFINITIONS

### 1.1

“**Agreement**” has the meaning set out in [section 9](#).

### 1.2

“**Applicable Published Prices**” means, with respect to each Product and Service, the applicable prices, including any applicable fees, charges or surcharges, and less any applicable rebates, set by Canada Post and in effect at the time of mailing, as published and/or made available by Canada Post for general application to its customers, as amended from time to time. Visit [canadapost.ca/postalservices](http://canadapost.ca/postalservices) for the Applicable Published Prices.

### 1.3

“**Business Day**” means a day other than Saturday, Sunday, a statutory holiday and any day normally observed as a holiday by Canada Post.

### 1.4

“**Item**” means a single item or mail piece prepared and mailed using one of the Products and Services in accordance with this Agreement.

### 1.5

“**Products and Services**” means the following products and services, which are described in the *Canada Postal Guide* ([canadapost.ca/postalguide](http://canadapost.ca/postalguide)):

- AdCard for Unaddressed Admail™ (without an Agreement)
- Addressed Admail™ (NDG Presort only)
- Expedited Parcel™ (Canada, U.S.A)
- International Parcel
- Lettermail™ (Full-rated mailings with a Postal Indicia and Order documentation)
- Letter-post (U.S.A and International)
- *Priority*™
- *Priority*™ Worldwide
- Regular Parcel™

- Small Packet™ (U.S.A and International)
- Unaddressed Admail™
- Xpresspost™ (Canada, U.S.A and International)

## 1.6

**Other terms** not specifically defined in the General Terms and Conditions have the meaning defined in the *Postal Services Information Glossary*. Visit [canadapost.ca/postalservices](http://canadapost.ca/postalservices) for more information.

## 2 CANADA POST'S OBLIGATIONS

### 2.1

Canada Post agrees to deliver Items of each Product and Service mailed according to the applicable delivery standards set out in the *Canada Postal Guide*. Unless expressly stated, delivery standards established by Canada Post for its Products and Services are not performance guarantees.

### 2.2

Canada Post agrees to provide or make available to the Customer the *Canada Postal Guide* and other customer information published by Canada Post. Visit [canadapost.ca/postalguide](http://canadapost.ca/postalguide) for the most current version of the *Canada Postal Guide*.

### 2.3

Canada Post reserves the right to modify, discontinue Products or Services or otherwise amend requirements including these Terms and Conditions, the *Canada Postal Guide* and prices at any time.

## 3 CUSTOMER'S OBLIGATIONS

### 3.1

The Customer agrees that every Item must be properly prepared and meet all applicable criteria including size, weight and any minimum volume requirements as outlined in the *Canada Postal Guide*.

### 3.2

The Customer agrees to pay for the Items at the Applicable Published Prices and deposit at the applicable location. The Items and price applied are subject to verification, correction and adjustment for any applicable fees, charges, surcharges and taxes.

### 3.3

The Customer agrees to reimburse Canada Post for any incremental terminal dues costs such as, but not limited to, bulk mail and remail charges that are applied by the receiving Postal Administration, as specified in the *Universal Postal Union Convention*.

## 4 EXCLUSIVE PRIVILEGE

### 4.1

The Customer acknowledges that Canada Post has, pursuant to and in accordance with the *Canada Post Corporation Act* and *Regulations*, the sole and exclusive privilege of collecting, transmitting and delivering letters within Canada. For additional information, visit [canadapost.ca/postalguide](http://canadapost.ca/postalguide) (*Canada Post Corporation*).

## 5 CONFIDENTIALITY

### 5.1

Canada Post has policies and procedures in place to protect the confidential information that it handles. Canada Post is subject to the federal *Privacy Act* and the *Canada Post Corporation Act*. See Canada Post's Privacy Statement at [canadapost.ca](http://canadapost.ca).

## 6 CRITERIA FOR QUALIFICATION

### 6.1

All Items must comply with the applicable requirements set out in the *Canada Postal Guide* and, except for *Priority™ Worldwide Services*, the *Canada Post Corporation Act* and *Regulations*; and, for international Items, the *Universal Postal Union* (UPU) requirements and any receiving Postal Administration requirements and the laws of the country of destination; all as may be amended from time to time. Items not complying with these requirements may not be mailed or may not qualify for the service selected. Each of Canada Post and *Priority™ Worldwide* retains the right to refuse any Item that either Canada Post or *Priority™ Worldwide*, in its sole discretion, deems unacceptable.

### 6.2

Items presented for mailing to Canada Post may be verified to determine compliance with applicable terms and conditions. Items determined not to be compliant may, at the discretion of Canada Post, be:

- a) returned at the Customer's expense, to be made compliant by the Customer, where possible;
- b) processed and charged at the next or most appropriate Product or Service category, where available;
- c) subject to a surcharge; or
- d) refused for mailing.

### 6.3

Canada Post shall not be responsible for meeting any delivery standard or delivery commitment, where applicable, for delays arising from the mailing of non-compliant Items.

## 7 SURCHARGES

### 7.1

Items mailed under this Agreement may be subject to one or more of the following surcharges:

- Surcharges for non-compliance with mail specification or preparation requirements;
- Fuel surcharge;
- Mailing tube surcharge;
- Oversize (O/S) surcharge.

Details regarding such surcharges are set out on the *Postal Services Information* website at [canadapost.ca/postalservices](http://canadapost.ca/postalservices). Canada Post may amend the surcharges at any time.

## 8 CURRENCY

### 8.1

Unless expressly noted to the contrary, all monetary amounts are stated and shall be paid in Canadian currency.

## 9 ENTIRE AGREEMENT

### 9.1

The Customer agrees that completion of the order documents together with all documents referenced, constitutes the entire Agreement for the services with Canada Post and the Customer agrees to be bound by these provisions.

### 9.2

All references to this Agreement shall be deemed to include:

- a) The order document(s) (e.g.: *Statement of Mailing, Manifest, Shipping label, Canada Post receipt*);
- b) These General Terms and Conditions;
- c) The *Canada Postal Guide*;
- d) The applicable Price Sheet(s); and
- e) Any documents referenced therein,

all as may be amended from time to time.

### 9.3

No representations, negotiations, or conditions either verbal or written will bind the parties except as expressly set out by written agreement signed by an appropriate authorized representative of the parties.

## 10 GOVERNING LAW

### 10.1

If the Customer's address is not in a Canadian province or territory, this Agreement shall be governed by, and interpreted under, the laws in force in the province of Ontario, Canada. The forum for any legal proceedings shall be the province of Ontario, Canada.

## 11 EXCUSABLE DELAY

### 11.1

Canada Post shall not be liable to the Customer for any failure to perform, or delay in the performance of, due to causes beyond its reasonable control, including but not limited to, acts of God, labour disruptions or, if applicable, delays caused by customs authorities.

## 12 LIMITATION OF LIABILITY

Except as specified in [section 12.1 "Liability Coverage for Canada Post Parcels Services:"](#) and *Priority™ Worldwide Services*, Canada Post shall not be responsible for any direct, indirect, general, special or consequential damages regardless of whether such damages result from the loss or mishandling, damage or delay in delivering of Items mailed.

### 12.1 Liability Coverage for Canada Post Parcels Services:

#### 12.1.1 AVAILABILITY OF LIABILITY COVERAGE:

- a) Each shipment mailed using any one of the following services:

##### Within Canada

- *Priority™*,
- Xpresspost™ (excluding Xpresspost Certified™),
- Expedited Parcel™ (available to VentureOne Customers only),
- Regular Parcel™ (for shipments created using Ship-in-a-click™),

##### U.S.A and other International

- Xpresspost™-USA (excluding Prepaid envelopes),
- Xpresspost™-International (excluding Prepaid envelopes),
- Expedited Parcel™-USA,
- Small Packet™ (U.S.A and International) service [excluding Light Packet™ (U.S.A and International)],
  - i includes liability coverage against loss or damage of up to \$100, and
  - ii except for Small Packet™ (USA and International) items, additional liability coverage may be purchased in \$100 increments of up to \$5,000 for shipments within Canada, and up to \$1,000 for U.S.A and International shipments.

- b) Shipments mailed using International Parcel - Air and International Parcel - Surface services include a liability indemnification in accordance with the requirements of the *Universal Postal Union* (UPU) being an amount of approximately \$70 per Item plus \$7.50 per kilo. Additional insurance of up to \$1,000 is available at an additional charge.
- c) Except as provided for in [section 12.1.1](#) (a), shipments mailed by Regular Parcel service within Canada does not include any liability coverage. Liability coverage is available at an additional charge.
- d) Canada Post shall have no liability for loss, delay or damage of Items mailed to destinations outside Canada containing prescription or non-prescription drugs or other Items which may be subject to export or import prohibitions or restrictions.
- e) Some exceptions and conditions apply. The availability and limits of the liability coverage may vary on a number of factors including the country of destination, the service used and the nature of the Item being shipped.

### **12.1.2 EXCLUSIONS AND RESTRICTIONS ON CERTAIN ITEMS**

Notwithstanding anything to the contrary and regardless of whether other Items were included in the shipment:

- a) Canada Post shall have no liability for loss or damage of shipments containing bank notes, stocks, bonds, negotiable premium coupons, or other securities or other instruments, whether financial or legal, that are negotiable by the bearer, coupons (excluding gift certificates), lottery tickets, trading stamps, travellers' cheques, gold bullion, gold dust, non-manufactured metals, biological specimens, cremated remains, organs, animals, or any unacceptable Item as defined by the *Non-Mailable Matter Regulations*, as amended from time to time.
- b) The maximum amount payable by Canada Post is:
  - i) \$500 for shipments containing coins, jewellery, manufactured and non-manufactured precious stones and metals, cancelled or uncanceled postage stamps, and reissuing fees (passport fees, duplicate passport photo cost, immigration visa fees, driver's licence fees, birth certificate fees, financial instrument cancellation fees, airline tickets reissuing fees and additional postal fees).
  - ii) \$100 for shipments containing gift certificates, gift cards or phone cards.
- c) Shipments containing glass or ceramic items, items of a perishable nature, or items requiring temperature controls are subject to coverage for loss but not for damage.

### **12.1.3 OBLIGATION TO REPAIR, REPLACE OR PAY INDEMNITY**

Canada Post may, at its option, replace or repair the shipment or Item lost or damaged, or may pay the Customer an indemnity as described herein.

### **12.1.4 PAYMENT OF INDEMNITY**

If Canada Post elects to pay the Customer an indemnity, Canada Post's liability is limited to paying the Customer an amount equal to:

- a) the lesser of:
  - i) the actual value (either the sender's cost, retail cost, repair cost, depreciated value or replacement value deemed appropriate by Canada Post), or
  - ii) the amount of liability coverage purchased at the time of shipment less any compensation received by the claimant from any other source, plus
- b) postage paid (but not the fee for the liability coverage), plus
- c) any non-refundable taxes.

No payment will be made for any expense incurred by the sender or the addressee in submitting a claim for a payment. No interest is payable on any claim payment.

The value of the Item must be declared on the shipping documentation.

All indemnity payments will be made to the sender of the Item except for International shipments. The indemnity payment will be made to the rightful claimant as provided for under the *Universal Postal Union* (UPU).

If a lost shipment is subsequently found after a claim has been paid, then the sender or the addressee may take delivery of the shipment, provided that Canada Post is repaid for the indemnity, and the shipment is picked up within three months from the date that Canada Post sends Notice that the shipment has been found.

### **12.1.5 EXCLUSION FROM LIABILITY**

No claim shall be paid for a shipment where:

- a) it is sent using Regular Parcel service within Canada where coverage is neither included nor purchased, Library Books, Xpresspost Certified, Light Packet (U.S.A), Light Packet (International),
- b) in the case of Collect on Delivery (COD) shipments, the service was used for the collection of funds owed on a previous account,
- c) a common carrier would have been exempt from legal liability,
- d) the shipment was lost or damaged due to events not reasonably foreseeable or controllable,
- e) the shipment was of a commercial nature and was not requested by the addressee,
- f) the claim is a result of the Customer's failure to comply with the requirements applicable to the service selected, including but not limited to improperly packaging the shipment,
- g) the loss or damage was in respect of a shipment that contained an Item excluded from coverage,
- h) the loss or damage was wholly or partially the fault of the sender,
- i) the injury or damage was not a direct result of the loss, damage, delay, non-delivery or misdelivery of any mail,
- j) the shipment was delivered without any complaint or evidence of loss or damage or insufficient evidence of loss or damage was produced, or
- k) the addressee or sender fails to cooperate with Canada Post's investigation.

### **12.1.6 TIME TO SUBMIT CLAIMS FOR LOSS OR DAMAGE**

A loss or damage claim must be submitted in writing within ninety (90) calendar days of the shipping date for domestic shipments, or six (6) months of the shipping date for international shipments.

Canada Post is not obligated to act on any claim until all applicable shipping charges have been paid. The first claim must be made under any insurance or other source for compensation obtained elsewhere. Canada Post is not liable to the insurer.

### **12.1.7 MAKING A CLAIM**

To initiate a claim, the Customer must contact the Customer Relationship Network at 1.888.550.6333 or 1.800.267.1177 or by email by visiting [canadapost.ca](http://canadapost.ca) (see *Contact Us*).

The Customer must provide reasonable particulars in support of a claim, including the following documentation:

- a) proof of mailing showing coverage,
- b) proof of postage and, if applicable, additional liability coverage obtained and paid,

- c) proof of value (documentation acceptable to Canada Post showing proof of sender's value, either the sender's cost, retail cost, repair cost, depreciated value or replacement value as deemed appropriate by Canada Post);
- d) any non-recoverable provincial sales tax.

For claims relating to damaged shipments, upon request, the Customer or addressee must make the shipment available for inspection by Canada Post.

Canada Post may deny a claim for insufficient proof or for failure by an addressee or sender to cooperate with Canada Post's investigation.

### **12.1.8 ON-TIME DELIVERY GUARANTEE - CLAIMS FOR DELAY**

For those services with a guarantee of on-time delivery against published delivery standards, Canada Post's liability for delay is limited to the equivalent replacement service, or the credit of shipping charges. The guarantee is based on the service provided from the time of pickup or acceptance of the Item by Canada Post to the time the delivery was first attempted. The guarantee does not apply in the case of delay or non-delivery caused by an event beyond the control of Canada Post, including but not limited to, inclement weather, acts of God, pandemics, acts of terrorism, acts of war, flight delays or cancellations, riots, strikes, or delay caused by customs or other regulatory authorities, or by the act or default of the Customer.

A claim for delay must be initiated by calling Canada Post's Customer Relationship Network at 1.888.550.6333 or 1.800.267.1177, by email by visiting [canadapost.ca](http://canadapost.ca) (see *Contact Us*) or by visiting an authorized post office within thirty (30) Business Days from the expected delivery date according to the latest published Canada Post delivery standards. The Customer may be required to provide proof of the acceptance of the Item by Canada Post. Canada Post is the sole source of performance data for making calculations for payment. Refer to the *Canada Postal Guide* at [canadapost.ca/postalguide](http://canadapost.ca/postalguide) for details on delivery standards.

Canada Post reserves the right to independently review and verify any and all claims made by the Customer arising from missed delivery and/or service commitments.

## **13 AdCARD™ FOR UNADDRESSED ADMAIL™**

### **13.1 Additional Terms and Conditions for AdCard for Unaddressed Admail Without an Agreement**

#### **13.1.1 TERMS AND CONDITIONS**

Subject to the terms and conditions for AdCard for Unaddressed Admail, by ordering the AdCard services available for Unaddressed Admail, the Customer will be provided with printing on 8 point card coated one side stock, mail preparation, deposit, transportation for delivery of the AdCard item using Canada Post's Unaddressed Admail service.

By signing and submitting the *AdCard Print Request Form* for Unaddressed Admail, the Customer will be deemed to acknowledge having received and agreeing to the terms and conditions specified in the following documents which form the Agreement with Canada Post for AdCard services:

- AdCard for Unaddressed Admail *Print Request Form*;
- AdCard for Unaddressed Admail Terms and Conditions;
- AdCard for Unaddressed Admail *Prices*;

- AdCard for Unaddressed Admail *Specifications*;
- AdCard for Unaddressed Admail *Pre-press Specifications*

All of the above may be amended from time to time.

### **13.1.2 PRODUCT CHARACTERISTICS**

AdCard for Unaddressed Admail is a print advertising medium available in various card formats.

On each AdCard *Print Request Form* for Unaddressed Admail, the Customer must order a minimum quantity per order of identical AdCard items, meeting all Unaddressed Admail requirements.

**NOTE:** If the Customer requests that the AdCard mailing consist of more than one deposit on the approved *Mailing Plan Preview*, the deposits must be completed within a maximum number of days specified by Canada Post.

### **13.1.3 PRICING**

In order to be eligible for AdCard prices, the Customer must meet all applicable requirements as outlined in this Agreement.

The Customer shall pay Canada Post the applicable prices as approved and confirmed on the *Print Request Form* plus applicable postage and taxes.

**NOTE:** The provincial sales taxes will be calculated based on the province in which the Unaddressed AdCard items are delivered.

The Customer shall pay the applicable postage and taxes in effect at the time of deposit of the AdCard mailing.

### **13.1.4 PAYMENT**

The Customer must pay for the AdCard services using a Canada Post Account. Please refer to the Account information found in the Customer Guide at [canadapost.ca/uasupportdocuments](http://canadapost.ca/uasupportdocuments).

### **13.1.5 ARTWORK, PROOF, MAILING AND PRINTING QUANTITIES AND MAILING PLAN SIGN-OFFS**

The Customer shall provide the artwork to Canada Post's Designated Representative as specified on the AdCard *Print Request Form* for Unaddressed Admail. Such artwork must meet the requirements found on the AdCard *Specifications* sheet for Unaddressed Admail and the AdCard *Pre-press Specifications* sheet for Unaddressed Admail: Supplying Electronic Artwork. If the Customer incorporates a Business Reply Mail™ item into their artwork, the Customer is responsible to ensure that the most current requirements, including specifications, are used in the creation of that artwork.

**NOTE:** The Customer will need to enter into a separate Business Reply Mail Agreement in order to obtain those services.

Canada Post reserves the right to reject any copy, pictorial or otherwise, if it is considered to be in violation of any laws, advertising industry standards, or offensive to the moral standards of the community, or which Canada Post otherwise, in its sole discretion, considers unacceptable. Without limiting the generality of the foregoing, Canada Post will not deliver AdCard items that contain sexually explicit material, any information relating to bookmakers, pool-setting, betting or wagering or unlawful lottery schemes.

Canada Post, through its Designated Representative, will provide the Customer with a copy of the final artwork proof accompanied by the *Proof Sign-off* sheet and the *Mailing Plan Preview* for written approval. The Customer is responsible to promptly ensure that the final artwork proof is satisfactory in all respects and the quantities indicated on the *Mailing Plan Preview* are correct. Until the Customer has approved in writing, all elements, no printing of the AdCard items for Unaddressed Admail will occur.

**NOTE:** The quality and accuracy of the final artwork and the mailing plan remains the responsibility of the Customer.

Once the final artwork proof and *Mailing Plan Preview* are approved and returned to the Designated Representative along with a signed *Proof Sign-off* sheet, the AdCard items will be printed in the quantities specified on the approved *Mailing Plan Preview*. Late or missing materials or approvals may delay the start of printing and therefore delay the mailing. Any alterations or changes requested by the Customer to the approved artwork or final *Mailing Plan Preview* numbers will be subject to additional charges.

Any errors or omissions on the AdCard items for Unaddressed Admail are the responsibility of the Customer regardless of whether or not the Customer has reviewed and approved the final artwork, the *Mailing Plan Preview* or has performed a press check.

### **13.1.6 USE OF MARKS AND INDEMNIFICATION OBLIGATION**

Except as specifically provided for in this Agreement, no party shall use any trade-marks, trade names, official marks and any other rights of another party (“the Marks”) without the prior written authorization of such other party. Nothing contained in this Agreement is intended as an assignment or grant of any right, title or interest in or to the Marks. The Customer warrants that it is the owner or licensed user of the Marks, and has the authority to and does grant Canada Post and its Designated Representative the right to use such Marks as required to perform under this Agreement. All references to AdCard and any use of any other Canada Post intellectual property by the Customer, including, but not limited to, usage of any Canada Post logos or trade names must be approved in advance in writing by Canada Post.

The Customer shall indemnify Canada Post from any and all claims, demands, loss or damage suffered by Canada Post and its Designated Representative as a result of or in any way connected with the artwork (including Marks) provided by or on behalf of the Customer.

### **13.1.7 MAIL PREPARATION, DEPOSIT AND DELIVERY**

The AdCard items will be prepared by the Designated Representative to meet the mail preparation requirements for Canada Post’s Unaddressed Admail service and will be delivered to the selected areas identified by, and approved in, the *Mailing Plan Preview* in accordance with Canada Post’s usual practices for Unaddressed Admail services.

While every reasonable effort will be made to meet the Requested Delivery Start Date identified on the AdCard *Print Request Form* for Unaddressed Admail, the actual deposit and hence Delivery Start Date for mailing of the AdCard items for Unaddressed Admail may vary depending on factors, including, but not limited to, the date the artwork and the *Mailing Plan Preview* have been approved by the Customer and provided to the Designated Representative, changes to requirements, volumes, and other factors outside of the control of Canada Post and/or its Designated Representative.

All AdCard mailings for Unaddressed Admail will be deposited in Canada. The Unaddressed Admail delivery standards will apply to all AdCard mailings for Unaddressed Admail.

**NOTE:** Deposit dates and delivery standards are not guaranteed.

### **13.1.8 CONFIDENTIALITY AND SECURITY**

Canada Post has policies and procedures in place to protect the confidential information that it handles. Canada Post is subject to the federal *Privacy Act* and the *Canada Post Corporation Act*. Any third parties who are involved in handling sensitive and/or confidential information are required to agree to appropriate contractual provisions.

### **13.1.9 COPYRIGHT AND OWNERSHIP**

The Customer acknowledges Canada Post has and retains all rights to work created pursuant to this Agreement, including, but not limited to, electronic overlays, and is protected by copyright and other law and may not be reproduced, modified or used by the Customer without the express written permission of Canada Post.

### **13.1.10 LIMITATION OF LIABILITY**

With respect to the Unaddressed Admail services (the mail delivery portion of the AdCard services that commences at the time of deposit of the AdCard items), Canada Post, the Designated Representative, their directors, officers, employees and any other party whom it may be responsible for under law (each of the foregoing herein referred to individually and collectively as “the Canada Post Representative”) shall not be responsible for any direct, indirect, general, special or consequential damages arising out of this Agreement, regardless of whether such damages result from loss, mishandling, damages or delay of items posted under this Agreement.

With respect to the AdCard services other than the delivery services (being printing, mail preparation, deposit and transportation), the Canada Post Representative’s liability to the Customer for any claim, demand or cause of action whatsoever for any losses or damages arising out of, connected with, or resulting from the services (excluding mailing and delivery services) to be provided under this Agreement, will not exceed the aggregate of the fees paid hereunder in respect of a particular order (described on the *Print Request Form*) to which the loss or damage relates. In no event will the Canada Post Representative be liable for:

- a) any indirect, special, incidental or consequential damages, even if the Canada Post Representative has been advised of the possibility thereof, or
- b) any damages caused by an Act of God or other causes beyond the Canada Post Representative’s reasonable control, including without limitation, any mechanical, electronic or communications failure, including any system failure of any type and for any reason, prerequisite work by others, or strikes, or
- c) any claims by any third parties.

### **13.1.11 TERMINATION**

Either the Customer or Canada Post may terminate the Supplement or a particular order described on a *Print Request Form* at any time, without cause, by giving ten (10) calendar days’ notice in writing to the other. Canada Post may immediately terminate the Agreement upon written notice to the Customer if:

The Customer becomes bankrupt or insolvent, or files any proposal or makes any assignment for the benefit of creditors, ceases to carry on business, makes a sale in bulk of all or substantially all of its assets, is a receiver, trustee or other person with like powers and is appointed for any of the affairs or property of the Customer, an order is made for the winding-up or liquidation of the Customer; or the Customer continues to be in default of any of its material obligations for thirty (30) days after being provided with notice of the default and not having remedied the default within the thirty (30) day period.

Termination of this Agreement shall be without prejudice to any rights of the Customer or Canada Post that have accrued prior to the date of termination.

If the Customer terminates this Agreement, in whole or in part, the Customer shall be liable for and shall be invoiced for services provided up to and including the date of termination (plus any out of pocket charges incurred as a result of such early termination). Neither party shall have a right to damages as a result of termination of the Agreement.

### **13.1.12 NOTICES**

Information and general day-to-day matters relative to specific orders described on each *Print Request Form* shall be sent to Canada Post’s Designated Sales Representative identified on the *Print Request Form*, and to the Customer at the address specified in Section 1 on the same form. All other Notices (i.e., contract issues) shall be handled in accordance with the corresponding section entitled Notices in the Customer Guide’s General Terms and Conditions.

### **13.1.13 LANGUAGE**

It is the express wish of parties that this Agreement, as well as all related documents, be written in the English language. Les parties ont demandé expressément que la présente ainsi que tout document afférent soient rédigés en anglais.