

pkgPlace Terms and Conditions of Service

Effective September 2023

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APPLICATION OF TERMS AND CONDITIONS

These Achieve IP, Inc. (dba “pkgPlace”) Terms and Conditions of Service as amended from time to time (“Terms and Conditions”) govern all services provided or arranged by pkgPlace.

Where a Customer has entered into a Services Pricing Agreement with pkgPlace, the terms and conditions set out in such Services Pricing Agreement will govern in the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions set out in such Services Pricing Agreement.

DEFINITIONS

Unless otherwise defined in these Terms and Conditions, capitalized terms have the following meanings:

“Additional Charges” means those specialized service charges, administrative charges and shipping charges that may be applied to a Shipment, in addition to a Service Rate.

“Automated Shipping System” means any automated shipping system used by pkgPlace or its Customers to access and use pkgPlace services.

“Bill of Lading” means any shipping document, label, waybill, manifest or similar instrument used by pkgPlace to accept Shipments for carriage.

“Controlled Substance” means a drug or substance which has been declared illegal for sale or use by federal, provincial or municipal law which may be permitted to be dispensed or consumed by government law, statute or regulation.

“Convention” means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland, October 12, 1929 or the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, Canada, May 28, 1999, or those conventions as amended or supplemented as may be applicable. When applicable, the Convention governs and, in most cases, limits pkgPlace’s liability in respect of loss of, damage to or delay in the carriage of Shipments.

“Customer” means a person, entity, partnership, or organization using the pkgPlace services, whether as Originator, Shipper or Receiver.

“Customs Clearance Charges” means any and all brokerage fees, surcharges, customs and duties related to a Shipment tendered by a Customer to pkgPlace.

“End of Day” means 9:00 p.m. (Receiver’s local time).

“FSA” means a Canadian forward sortation area, which is denoted by the first three characters of a postal code, and identifies a specific area within a major geographic region or province.

“Limited Quantity Dangerous Goods” means those shipments that have been prepared and are in compliance with Section 1.17 of the Transportation of Dangerous Goods Regulations.

“Originator” means the location where the Shipment is picked up.

“Package” means any item or parcel that is packaged by the shipper for delivery and meets pkgPlace’s accepted packaging standards (see “pkgPlace Packaging Guide”).

“Piece” means a single envelope, parcel, container, crate, pallet, or unpackaged article accepted by pkgPlace for delivery.

“pkgPlace” means, unless otherwise specified, Achieve IP, Inc, its trading name (dba) ‘pkgPlace’, pkgplace.com and its respective agents and subcontractors.

“Receiver” means the location to where a Shipment is destined for delivery.

“Residence” shall be a traditional residence or commercial business operating out of a residence.

“Residential Area” means an area that is primarily residential or is of a low business (commercial) density as determined by pkgPlace from time to time.

“Service Identifier” means the pkgPlace authorized service identifier appearing in the form of a pkgPlace icon on a Bill of Lading or pkgPlace sticker affixed to each Piece in the Shipment.

“Services Pricing Agreement” means a services pricing agreement or other agreement between pkgPlace and a Customer governing the services provided or arranged by pkgPlace for such Customer.

“Service Rate” means, in respect of a Shipment, the rate charged by pkgPlace to a Customer based on the service selected, but excludes any Additional Charges, Taxes and Customs Clearance Charges in respect of such Shipment.

“Shipment” means one or more Pieces sent on the same date and at the same time, with the same pkgPlace service and other identical shipment characteristics, from one Shipper to one Receiver at one address under a Bill of Lading, and the charges of which will be billed to one Customer.

“Shipper” means the party tendering a Shipment to pkgPlace for carriage.

“Taxes” means any and all taxes ordinarily payable by Customers in respect of services

provided by pkgPlace, including those characterized as goods and services tax, sales tax, value-added tax or business transfer tax.

“Urban Area” means an area that is primarily urban, as determined by pkgPlace from time to time.

PKGPLACE DELIVERY SERVICES

Services within Canada and the United States.

For any of the pkgPlace service offerings, pkgPlace reserves the right to make changes from time to time, at its sole discretion, in order to be responsive to market requirements.

pkgPlace services are not money-back guaranteed services. Shipments tendered to pkgPlace must comply with pkgPlace’s shipment acceptance policy (see “Shipment Acceptance Policy”). Shipments will be delivered in accordance with the Terms and Conditions applicable to pkgPlace Shipments.

pkgPlace Delivery Services

When not using agents or subcontractors in the performance of its services, the following pkgPlace Shipments are charged a flat Service Rate based on the service selected, the packaging, and the Shipment’s origin and destination:

- Standard – 2 cubic feet and 20 lbs,
- Large – 2.5 cubic feet and 30 lbs,
- X-Large – 3 cubic feet and 30 lbs.

Current rates are found on the pkgPlace website (www.pkgplace.com). pkgPlace Local or Regional Shipments that exceed the above noted weights or measures are charged a Service Rate based on the service selected, the packaging, the Shipment’s origin and

destination, and the Shipment’s weight and measurements.

Dangerous Goods Shipments

The following tables set out the Dangerous Goods not accepted by pkgPlace for carriage.

Class	Description
1.4G	Explosives: UN0191, UN0197, UN0312, UN0336, UN0403, UN0431, UN0453, and UN0493 ONLY
1.4S	Safety Explosives
2.1	Flammable Gases
2.2	Non-flammable / Non-toxic Gases
3	Flammable Liquids
4	Flammable Solids, Spontaneously Combustible Materials and Water Reactive Substances
5.1	Oxidizers
6.1	Toxic Substances
6.2	Infectious Substances
7	Radioactive Materials
8	Corrosives
9	Miscellaneous Dangerous Goods

Class	Description
1	Explosives (except Class 1.4G or 1.4S) as listed above
2.3	Toxic Gases

Class	Description
1	Explosives
5.2	Organic Peroxides

ADDITIONAL TERMS AND CONDITIONS

Use of Personal Information

pkgPlace’s Privacy Statement, as published on pkgplace.com, governs all personal information (i.e., information about an identifiable individual) that pkgPlace collects or receives during the shipment process.

Right to Correct Shipment Label

pkgPlace reserves the right to make any and all unilateral amendments to a Bill of Lading in order to facilitate carriage of a Shipment, including, but not limited to altering and reprinting an originally generated Bill of Lading. To effect such change, pkgPlace may produce a new Bill of Lading capturing the amended information, which would be affixed over top of the original Bill of Lading. pkgPlace reserves the right to recalculate and to apply additional Shipment or Administrative Charges imposed as a result of any amendment to a Bill of Lading.

Right of Inspection

pkgPlace reserves the right to open and inspect any Shipment tendered to it for carriage, at any time, without notice. Governmental authorities may also open and inspect any Shipment, at any time, without notice.

Right to Refuse Shipments

pkgPlace reserves the right to refuse any Shipment, at its sole discretion, including any Shipment that may soil, taint, or otherwise damage other merchandise or equipment, or which is economically or operationally impractical to transport, or which is improperly prepared, packed or wrapped for transport (see “Shipment Acceptance Policy”).

Right to Use Agents and Subcontractors

pkgPlace reserves the right to use agents and subcontractors in the performance of its services. Any exercise of this right will in no way affect pkgPlace’s maximum liability described in these Terms and Conditions (see “Maximum Liability”). Where agents or subcontractors are used, more restrictive size and weight limitations than those set out herein may apply (see “Shipment Acceptance Policy”).

Right to Use Alternate Modes of Carriage

pkgPlace reserves the right to use an alternate mode of carriage for the Customer's selected service and the Customer acknowledges that charges based on such mode will be levied and such Customer shall pay same. In the event: (i) a Customer fails to indicate a mode of carriage on a manual Bill of Lading, or (ii) a Customer indicates a mode of carriage or a shipment option on a manual Bill of Lading that is unavailable, pkgPlace, at its sole discretion, reserves the right to (a) transport the Shipment by the mode of carriage pkgPlace deems acceptable; and (b) apply those charges pkgPlace deems acceptable for the service rendered. Customer agrees to pay the charge imposed. Any exercise of such right to use alternate modes of carriage will in no way affect pkgPlace's maximum liability described in these Terms and Conditions (see "Maximum Liability").

At Shipper's Risk

Certain articles and commodities have a higher risk of damage as they travel through a typical courier and freight distribution network. The industry generally treats these items "at shipper's risk" in applicable terms and conditions of service.

Shipments

The following articles are only accepted for carriage as Shipments at the Shipper's risk (i.e., pkgPlace will not assume any liability for these articles and will not accept any claims for loss or damage in the shipment of these articles:

(i) Glassware, including but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, electronic screens, and any other commodity with similarly fragile qualities.

(ii) Collectors' items.

(iii) Liquids.

(iv) Precious metals.

(v) Articles requiring temperature-controlled services (i.e., a specific temperature is maintained during carriage).

(vi) Perishable items, and foods and beverages requiring refrigeration or other environmental control. pkgPlace does not have the facilities for these items.

(vii) Unpackaged articles (see "Shipment Acceptance Policy – Unpackaged Articles").

(viii) Privately packaged articles (e.g., not in manufacturer's original packaging).

(ix) Articles not packaged in accordance with pkgPlace's shipment acceptance policy (see "Shipment Acceptance Policy").

(x) Pieces in a Shipment not properly labelled in accordance with pkgPlace's labelling requirements.

(xi) Artwork, including any work created or developed by the application of skill, taste or creative talent, for sale, display or collection. This includes, but is not limited to, items and/or parts such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture, collector's items, customized or personalized musical instruments.

(xii) Antiques, or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, and glassware.

(xiii) Jewelry, other than costume or novelty jewelry.

(xiv) Seeds.

(xv) Household goods and personal effects.

(xvi) Articles designated as “Dangerous Goods” in these Terms and Conditions but which have been tendered to pkgPlace and accepted for carriage.

(xvii) Controlled Substance.

(xviii) Electronic and electrical devices (including those in manufacturer’s original packaging) such as televisions and test equipment. A Customer may submit a claim for loss of these items. However, claims for damages will not be accepted.

Any “At Shipper’s Risk” Shipments accepted by pkgPlace travel on a “no-value” basis for the purpose of claims for loss or damage (i.e. the Customer cannot increase pkgPlace’s liability by declaring a value for such Shipment on the face of the Bill of Lading or, in the case of Shipments prepared using an Automated Shipping System, in the designated user entry field).

Shipments Not Allowed

pkgPlace will not accept the following articles for carriage as Shipments unless the Shipper has received prior written approval from pkgPlace as evidenced by a duly executed Services Pricing Agreement or other written record setting out the pre-approve article(s) to be transported:

- (i) Human or animal remains, corpses, organs, embryos, body parts, whether cremated or disinterred or in any other form.
- (ii) Animals, birds or insects.
- (iii) Live plants and cut flowers.
- (iv) Currency (including cash or coins) or other securities negotiable without endorsement such as bearer bonds, gift certificates, bank draft, etc.
- (v) Fish, seafood, or meat (fresh or frozen).

- (vi) Tobacco or alcohol, inter-provincial/state (i.e., across provincial/state boundaries).
- (vii) Cannabis or products derived from cannabis which may contain cannabinoids.
- (viii) Firearms or weapons of any kind (including parts thereof).
- (ix) Dangerous Goods as defined by pkgPlace.
- (x) Drugs prohibited by law.
- (xi) Shipments containing articles of extraordinary value, in pkgPlace’s sole judgment.
- (xii) Any Shipment that, in pkgPlace’s judgment, could cause loss, damage or delay to equipment, personnel or other Shipments.
- (xiii) Other prohibited articles that vary by country.

Please contact pkgPlace for details.

SHIPMENT ACCEPTANCE POLICY

The contents of a Shipment must be held firmly in place by the interior (internal) packaging system. Interior packaging must surround the article and prevent movement within the carton to protect carton contents from normal external forces, including pressure exerted by stacking other Shipments on top of it. Sufficient internal packaging is especially important for lightweight and/or fragile Shipments. Shipments not packaged in accordance with pkgPlace’s shipment acceptance policy will travel at the Shipper’s risk.

Packaging Requirements

Shipments must be properly packaged to ensure safe transportation in accordance with pkgPlace’s ordinary care in handling of

Shipments. Plastic casing, aluminum casing or other types of external casing or packaging, the exterior of which may be damaged while travelling via pkgPlace's distribution system, should be protected by outer packaging.

Defect-Free Carton

A defect-free carton maintains the original rigidity of its corrugated sidewalls. The carton's corner seals and flaps must remain intact. Carton defects include punctures, tears, rips, or corner damage, each of which reduces the carton's structural integrity.

Defect-Free Carton Closure

Masking or cellophane tapes do not supply the strength necessary to secure Shipments travelling through pkgPlace's distribution and sorting system. The minimum acceptable

tape is 2" (approx. 5 cm) wide for pressure-sensitive plastic tape. Water-activated or reinforced paper tape is not recommended. The use of string, rope, plastic straps or elastic bands on the outside of a Shipment is prohibited, as is the use of gift wrap or brown postal paper on the exterior of any Shipment.

Strength of Carton

The strength of the corrugated carton is a critical factor in a Shipment's ability to withstand the normal rigours of parcel handling and carriage. The carton's class stamp, printed on the bottom of the carton, designates the maximum allowable content weight and is shown as the last number at the bottom of the stamp. The weight of packaging and contents must not exceed 50% of this value.

Cans and Pails

Lid clips or lock rings must be used on all sizes of paint cans. Locking lids must be used on all sizes of pails.

Pallets and Stretch Wrap

Any bulk Shipments may be required to be secured to one or more pallets with stretch wrap. Notwithstanding the above, a Freight Shipment secured to a skid with stretch wrap, without Pieces encased in a suitable shipping container, will travel at the Shipper's risk (see "At Shipper's Risk"). Pallets must be free of damage or defect. Articles secured to a pallet should not hang over the edge of the pallet and there should be no space between articles on a pallet.

Shipments containing Pieces which, due to their bulk, length, width or height, cannot be safely stowed within a trailer, container or on a pallet, will not be accepted by pkgPlace for carriage.

Size Limitations

The following size limitations apply to all Shipments:

- Maximum length: 96" (approx. 244 cm)
- Maximum size: 165" (approx. 406 cm)
- Maximum weight per Piece: 100 lbs (approx. 45 kg)
- Maximum weight per Shipment: Unlimited

For all origins and destinations, Special Handling charges may apply. For Shipments, where agents or subcontractors are used, more restrictive size and weight limitations than those set out above may apply. Please contact pkgPlace for details.

Any Customer seeking to tender a Shipment that exceeds any one or more size limitation and/or condition must obtain pkgPlace's pre-approval, and such shipment may travel by an agent or subcontractor with increased transit time and is subject to an additional cost for which Shipper is responsible. Please contact pkgPlace for details. A Shipment exceeding any one or more size limitation and/or condition that enters pkgPlace's distribution network

without pkgPlace's pre-approval may be stopped at any point and pkgPlace may contact the Shipper to quote the additional charges and conditions for service (including use of agents or subcontractors), arrange for return of the Shipment to the Originator at the Customer's full expense and/or service the Shipment (using an agent or subcontractor) at an additional charge for which the Shipper is responsible.

Unpackaged Articles

Unpackaged articles (i.e., articles that are not protected by a rigid shipping container such as a corrugated box, plastic tote, wooden crate or stretch wrapped to a skid) are subject to Special Handling charges and are only accepted for carriage once pkgPlace is satisfied that such articles do not pose any hazard to pkgPlace staff, equipment and other Shipments.

DELIVERY OF SHIPMENTS

Delivery

pkgPlace will have completed a delivery when the shipment has been delivered to the address or location on the Bill of Lading.

pkgPlace is not required to deliver the Shipment to any particular person, points of entry or location, whether or not specifically identified on the Bill of Lading. The Receiver of any Shipment is deemed to appoint the individual who accepts the Receiver's Shipment on delivery as the Receiver's agent to accept delivery on the Receiver's behalf.

Right of Detention and Lien

Any Shipment (and documents relating to the Shipment) shall be subject to a particular and or

general lien and right of detention for monies owing either in respect of such Shipment, or for any particular or general balance or other monies owed to pkgPlace, whether past due or not, by the Shipper, Receiver or owner of the Shipment. pkgPlace shall provide the Shipper with notice of the detention of the Shipment by any means of communication reasonable in the circumstances. If the monies owed remain unpaid for fourteen (14) calendar days after pkgPlace has provided the Shipper with notice under this section, the Shipment may be sold by private contract or otherwise at pkgPlace's sole discretion, and the net proceeds of such sale applied to the balance owed. pkgPlace will not be liable for any deficiencies or reduction in value received on the sale of the Shipment nor will the Shipper be relieved from liability merely because the Shipment goods have been sold.

Undeliverable Shipments

For Shipments that cannot be delivered for any reason, including, without limitation, errors or omissions on the Bill of Lading, refusal by the Receiver, pkgPlace may return such Shipment(s) to the Originator at the Shipper's expense. The Shipper will be invoiced for the original delivery charge, as well as the return delivery.

In the event of an undeliverable Shipment the Shipment shall be returned to the Originator and shall be subject to all applicable charges. For Shipments that cannot be delivered or returned for any reason, title to the Shipment(s) will pass to pkgPlace and such Shipment(s) may be disposed of at pkgPlace's sole discretion and at any location: (i) In the case of Shipments consisting of general articles, where such articles have been in pkgPlace's possession for 14 days or more. (ii) In the case of Shipments consisting of perishable articles, where such articles have been in pkgPlace's possession for 14 days or more.

The Shipper shall pay any costs incurred and indemnify pkgPlace for any damages in respect of the foregoing.

TERMS OF PAYMENT

Notwithstanding any other term in these Terms and Conditions, PkgPlace reserves the right, at its sole discretion, to (i) grant terms of payment (i.e., the number of calendar days between the date of an invoice issued by PkgPlace and when payment must be received by PkgPlace) to any Customer, including Account Customer, and (ii) where legally permitted, but excluding any conflicting terms of a Services Pricing Agreement, revoke, modify or amend any granted terms of payment to any Customer, for any reason, including, but not limited to, late, incomplete or non-payment in accordance with granted terms of payment or where PkgPlace has reason, as it determines, to be concerned about the Customer's continued creditworthy status or timely and complete payment ability. Should PkgPlace elect to revoke, modify or amend granted terms of payment, Customer will be required to immediately pay outstanding balances and comply with any alternative payment arrangements established by PkgPlace, at its sole discretion, to address past-due balances and/or payment for future services, as a condition of continued use of PkgPlace's services.

A Non-Account Customer is required to pay for PkgPlace services at the time such services are requested or, if PkgPlace invoices the Customer, in accordance with the terms of the applicable invoice. A Non-Account Customer is not permitted to pay for PkgPlace services by cheque and this form of payment will be rejected.

An Account Customer who has been granted terms of payment and remains in good standing is required to pay for PkgPlace services within 14 calendar days from the date of the invoice, in accordance with their Services Pricing Agreement or a shorter period prescribed by PkgPlace or law. Please refer to the PkgPlace Billing Centre at pkgPlace.com for methods of payment. Unless otherwise noted by PkgPlace, all invoices, bills and other statements of account to a Customer regarding amounts owed by the Customer, is denominated in Canadian currency.

A Customer with any account number(s) that is not in good standing, including where payment has not been submitted to PkgPlace in full within granted terms of payment shall immediately, with or without notice from PkgPlace, submit all outstanding amounts to PkgPlace, failing which PkgPlace reserves the right to take any action against the Customer, without recourse against PkgPlace, including, but not limited to, charging late payment fees, terminating, suspending and/or modifying service(s) and/or stopping and holding any Shipment in transit until payment arrangements are made and the Customer's payment status returns to good standing. Any Shipment held or impacted, in relation to Customer payment issues, will not be eligible for service guarantees.

LIABILITY OF PKGPLACE

Maximum Liability

THE AMOUNT OF ANY LOSS OR DAMAGE FOR WHICH PKGPLACE MAY BE LIABLE, WHETHER OR NOT THE LOSS OR DAMAGE RESULTS FROM NEGLIGENCE, GROSS NEGLIGENCE OR A FAILURE TO PERFORM THE CONTRACT, SHALL NOT

EXCEED THE LESSER OF C\$100 OR THE VALUE OF THE ITEMS, UNLESS A VALUE (FOR PKGPLACE LIABILITY PURPOSES) IS AGREED UPON, IN WRITING BY PKGPLACE AND THE SHIPPER. OTHER LIMITATIONS ON LIABILITY MAY APPLY IF THE CUSTOMER AGREES AS A SPECIAL AGREEMENT WITH RESPECT TO ALL SHIPMENTS THAT, NOTWITHSTANDING ANY DISCLOSURE OF THE NATURE OR VALUE OF THE GOODS, THE AMOUNT OF ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF EARNINGS OR PROFITS, RESULTING IN ANY MANNER, WHETHER OR NOT FROM NEGLIGENCE OR GROSS NEGLIGENCE, FROM LOSS OF OR DAMAGE TO THE GOODS AND/OR MISDELIVERY, FAILURE TO DELIVER OR DELAY IN DELIVERY OF THE GOODS, FOR WHICH PKGPLACE MAY BE LIABLE TO THE CUSTOMER/SHIPPER, OWNER, ORIGINATOR, RECEIVER AND/OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE MAXIMUM LIABILITY OF PKGPLACE SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL PKGPLACE

BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES.

Delay

pkgPlace is not responsible for the consequences (direct or indirect) of a failure to deliver a Shipment by a stipulated time. Upon request, pkgPlace will, at its option, refund

or credit a Customer (payer) if a Shipment is not delivered.

Events Beyond pkgPlace's Control

pkgPlace 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 pkgPlace's control, including, but not limited to, any act, default or

omission of the Shipper, owner, originator, 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.

Loss of Personal Information

pkgPlace's liability for loss of personal information (i.e., information about an identifiable individual) contained in or displayed on any Shipment is limited in accordance with the limitations on pkgPlace's liability contained in these Terms and Conditions (see "Maximum Liability"). For Shipments that are carried for Customers that are not individuals, each such Customer acknowledges that pkgPlace is a third-party processor and that such Customers shall have the sole responsibility for, collecting personal information and sharing it with pkgPlace in compliance with privacy law and best practices, including, but not limited to, obtaining meaningful and informed consent as required, assessing harm, notifying and reporting any resulting loss of personal information to any privacy authority or impacted person or entity.

Claims

pkgPlace will not process any claim for loss of or damage to any Shipment unless notice thereof setting out the particulars of the origin,

destination, order number, date of Shipment and the estimated amount claimed in respect of such loss or damage is given to pkgPlace in writing within 60 days from the request date, failing which pkgPlace will have no liability in respect of the Shipment. pkgPlace may also require supporting documentation in order 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 pkgPlace's sole discretion) may result in the claim being denied.

Achieve IP, Inc.
c/o pkgPlace
Claims Department
1800-201 Portage Ave.
Winnipeg, MB, Canada
R3B 3K6

E-mail: delivery@pkgplace.com

Applicable Law

The contract for the carriage of articles contained in the Bill of Lading shall be deemed to include, and be subject to, any prescribed conditions of carriage required by the law of the jurisdiction where the Shipment originates. The foregoing applies notwithstanding any "Governing Law" provision contained in any Services Pricing Agreement. To the extent that any provision contained, or referred to, in these Terms and Conditions or a Bill of Lading is invalid or unenforceable at law, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision so contained or referred to. If the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention may apply and limit pkgPlaces's liability in respect of loss of, damage to or delay of the Shipment.