

TERMS AND CONDITIONS

Unless otherwise specifically noted on the rate quote, all freight is subject to the following Terms and Conditions.

1. **GENERAL**

We reserve the right to assess a surcharge on the rates quoted in the event our costs increase significantly due to increases in fuel, insurance, or other circumstances beyond our control. Either party may cancel this agreement provided 30 days written notice is given to the other party.

2. **BILL OF LADING**

Bill of Lading constitutes the entire Transportation Contract for the transportation of goods described by the shipper on the Bill of Lading and the Bill of Lading must conform to the regulations in force in the Province where the goods originated. Any alteration or amendment of the contract of carriage shall be wholly without effect unless such alteration or amendment appears on the face of the Bill of Lading and is signed by each of the shipper and the originating carrier. No other document shall form any part of the Transportation Contract unless in writing, and signed by each of the shipper and the originating carrier prior to the originating carrier having accepted the shipment for transportation.

3. **PICK-UP AND DELIVERY SERVICES:**

TRADESHOWS, EXHIBITIONS, FAIRS, Etc.

Such shipments will be subject to a surcharge of \$80.00 per delivery, which includes 1 hour waiting time only.

EXTRA LABOUR – LOADING OR UNLOADING

Such charges are \$35.00 per person for each hour or fraction thereof, with a minimum charge of \$70.00. The hourly time shall be computed from the time the extra labour leaves the Carrier's terminal until they return to the Carrier's terminal.

EXTRA DELIVERIES PER SINGLE ORDER

When extra deliveries are required for a single bill of lading at the request of the consignee, or due to weight restrictions at no fault of the carrier, an additional charge of \$2.00 per cwt., with a minimum charge of \$30.00, and maximum charge of \$200.00 will apply.

PRIVATE RESIDENCE

The term "private residence" will include farms, apartment houses, homes, country clubs, and estates. Each shipment picked up at or delivered to a private residence will be subject to a surcharge of \$4.50 per cwt., with a minimum charge of \$75.00 and a maximum charge of \$500.00.

WEEKEND PICKUPS AND DELIVERIES

Additional charge of \$65.00 per hour minimum \$260.00 will be assessed in addition to freight costs.

FLAT DECK PICKUPS OR DELIVERIES

Subject to a surcharge of \$2.50 per cwt, with a minimum charge of \$35.00, and a maximum charge of \$150.00.

SUPPLIES

When standard pallets or shrink-wrapping is requested by the customer, a charge of \$15.00 per skid will be assessed.

RE-DELIVERY OF FREIGHT

All shipments, which are not accepted by the consignee when tendered for delivery during a regular working day, will be subject to a re-delivery charge of \$2.00 per cwt., with a minimum charge of \$40.00 and a maximum charge of \$200.00.

For shipments that require redirection, the party ordering such redirection shall be required to pay any additional charge, subject to a minimum charge of \$40.00.

INSIDE OR UPPER FLOOR PICKUPS AND DELIVERIES (Malls, Schools, Banks, Offices, etc...)

Charges for this service will be \$2.50 per cwt with a minimum charge of \$35.00 and a maximum charge of \$150.00.

TAILGATE

Subject to availability of equipment and subject to a surcharge of \$2.50 per cwt with a minimum charge of \$35.00 and a maximum charge of \$150.00

4. **CLAIMS AND LIMITATIONS OF CARRIER LIABILITY**

Liability for any cost or penalties arising from late deliveries, missed appointments, and any and all circumstances related to a delivery, inclusive of lost profits, will not be accepted.

Liability for cargo claims \$50.00 and under will not be accepted.

Rates and Charges are based on a Valuation not exceeding \$2.00 per lb (\$4.41 per kg). If a higher Valuation is declared, an additional charge of 2% of the excess Valuation will be assessed. Minimum Charge of \$5.00 applies.

NOTICE OF CLAIMS

i) No carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice of such loss, damage or delay is given in writing and the estimated amount of the claim, to the originating carrier or the delivering carrier within 60 days after delivery of the goods or, in the case of failure to make delivery, within 9 months from the date of shipment.

ii) The final statement of the claim must be filed within 9 months from the date of shipment, together with a copy of the paid freight bill.

5. **PACKAGING RULES AND REGULATIONS**

Rules, Regulations and Conditions of the Canadian Freight Classification and RAC 6000 apply.

6. **APPOINTMENT FEE**

A fee of \$15.00 per appointment will be assessed.

7. **PROOF OF DELIVERY**

If requested by shipper or consignee, special delivery receipts or extracts or copies of Carrier's records giving specific delivery details will be provided at a charge of \$7.50 per receipt. To avoid this charge please utilize our FASTNET SYSTEM to retrieve these documents.

8. **TRANSPORTATION OF DANGEROUS COMMODITIES**

On shipments moving under the Regulations for the Transportation of Dangerous Goods Act, a charge of \$10.00 per Bill of Lading will be assessed.

9. **BONDED FREIGHT**

A charge of \$35.00 per A8A will be assessed for shipments transported "inbond" which must be remanifested.

10. **PROTECTIVE SERVICE (HEAT)**

A surcharge of 25% for Heated Service, subject to a minimum \$30.00 per shipment will be assessed.

11. **SORTATION**

The lesser of the following charges will be assessed when Sortation is required:

- i) \$0.50 per piece, minimum \$12.00 per shipment or
- ii) \$50.00 per man-hour, or part thereof.

12. **STORAGE CHARGES**

Undelivered freight and freight awaiting transportation held by the carrier by reason of an act or omission of the shipper, consignee or owner, and through no fault of the carrier, will be subject to a storage charge of \$2.50 per cwt. per day with a minimum charge of \$25.00 per day or part thereof with a maximum charge of \$240.00 per day per shipment.

Note: Free Time Allowance - 24 hours (the first Saturday, Sunday and Legal Holiday will not be included in the assessment of charges.)

13. **WAITING TIME**

Detention charges will be assessed when vehicles and drivers, through no fault of the carrier, are delayed or detained during pickup or delivery. On LTL shipments up to and including 5,000lbs, a ½ hour is allowed free time, for 5,001 lbs up to and including 10,000lbs one hour, and on 10,001lbs and over 2 hours is the maximum time for loading or unloading. The charge will be \$50.00 per hour or part thereof.

14. **DETENTION OF EQUIPMENT**

When trailers are detained by the customer for more than 24 hours a surcharge of \$75.00 per day for dry units or \$150.00 per day for heated units will be assessed.

15. **COLLECT ON DELIVERY (C.O.D.)**

The C.O.D. fee will be 5% of the value of the shipment, subject to a minimum charge of \$25.00. The shipper will become responsible for this payment. Changes must be made in writing.

16. **TERM CHANGES OF FREIGHT CHARGES**

Instructions from the shipper to change the freight charge collection status from "Prepaid" to "Collect", or from "Collect" to "Prepaid" will be accepted only if received in writing.

17. **CASH COLLECT**

A surcharge of \$25.00 per order will be assessed.

18. **PALLET RETURN**

A handling charge of \$3.00 per pallet is applicable for returned pallets.

19. **GST, HST & QST**

Will be assessed on all transportation charges at the prescribed rate.

20. **PERSONAL EFFECTS**

Personal effects for private residence will not be accepted. Personal effects will be shipped warehouse to warehouse at "Owner's Risk of Damage." Consolidated Fastrate Inc. accepts no liability for damages or shortages.

ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS

The shipper specifically acknowledges having read and understood, and accepts the Terms and Conditions noted above, as the governing Terms and Conditions for the transportation of the customer's goods by Consolidated Fastrate Inc., *subject to change without notice.*

Witness

Signature

Name

Company

Date