

TERMS AND CONDITIONS

1	INTRODUCTION:	<p>The following contains the general terms and conditions (“Terms”) of contract under which Consolidated Fastfrate Inc. d/b/a FASTFRATE, (“Fastfrate”), their divisions and affiliates, acting as transportation intermediary, provide services (“Services”) for the transportation of goods (“Goods”) for a Client.</p> <p>To the extent that Fastfrate has entered into a written agreement for the provision of such Services, such agreement shall supersede the Terms.</p> <p>In tendering a shipment for transportation, Client agrees that the Terms shall apply.</p> <p>The Terms are effective on the date noted above and are subject to change without notice. The Terms are published electronically on our website at www.fastfrate.com and in printed form at Fastfrate’s offices.</p> <p>Fastfrate agrees to use commercially reasonable efforts to provide Services in a safe, timely economical and professional manner.</p>
2	DOCUMENTATION:	<p>Client shall provide Fastfrate with specific instructions for each origin pick up location and each delivery destination. Client shall provide accurate shipment weight and product description on the face of each Bill of Lading together with all required customs documentation. Client warrants that the goods tendered for shipment are in good condition and load secure. Load tenders/instructions/faxes or emails accepted for the purpose of arranging a pickup DO NOT negate the requirement for all shipping details to be on the Bill of Lading</p> <p>Client shall be responsible for all consequences including penalties and fees resulting from incorrect description of the Goods including bar-coding, marks, numbers, weight, volume and quantity of Goods shipped.</p> <p>Fastfrate shall not be liable for any loss, damage or injury to Goods due to poor, lack of, or inadequate packaging of same by the consignor.</p>
3	NOTICES, CLAIMS AND LIMITATIONS OF LIABILITY:	<p>Fastfrate shall be liable to Client for loss, damage or injury to the Goods shipped, except, and only to the extent, that such loss, damage or injury results from (i) acts of God, the public enemy, or public authority, (ii) inherent vice or defect in the nature of the Goods, or (iii) the acts of the Client, it’s employees and agents.</p> <p>The measurement of the loss, damage or injury to the Goods shall be the statutory legal limit of liability of \$ 2.00/lb (\$4.41/kg) based on the weight of the shipment. Where the Client has indicated a Declared Value with a higher valuation on the face of the Bill of Lading, an additional valuation charge of 3% of the excess value shall apply. Fastfrate reserves the right, in it’s absolute discretion, to accept or reject any shipment .</p> <p>Fastfrate shall not be liable for loss, damage or delay to any Goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the Goods and the estimated amount claimed in respect of such loss, damage or delay is provided by Client to them within sixty(60) days after delivery of the Goods or, in case of failure to make delivery, within nine (9) months from the date of shipment, together with (i) a copy of the paid freight invoice and (ii) a copy of the signed delivery receipt indicating external damages noted upon delivery.</p> <p>Under no circumstances shall Fastfrate be liable for consequential loss or damage including ,but not limited to ,loss of market ,loss of profit, revenue, interest, loss of good will, business interruption ,work stoppage or such loss caused by delay or deviation or agreed transit time in connection with the transportation of Goods.</p> <p>For greater clarity,,Fastfrate shall not accept any claims of liability for any costs, penalties or loss of profit arising from late delivery, missed appointment and/or any and all circumstances related to the delivery of a shipment..</p>
4	TAXES	<p>GST.HST and QST will be assessed on all transportation charges at the prescribed rate.</p>

5	COMPENSATION AND PAYMENT TERMS:	<p>In consideration of the Services, the Client shall compensate Fastfrate in accordance with the Rates agreed to between Fastfrate and Client. Client agrees to pay the invoices as submitted without deduction or holdback, within thirty (30) days after the due date after receipt. Overdue amounts will be subject to an interest charge of two (2%) per cent interest compounded monthly, on any unpaid amounts after the due date (ie 26.82% per year). NSF fees of \$50 will be applied where insufficient funds are available in the account on which the instrument was drawn or a Client's cheque is dishonoured.</p> <p>Fastfrate shall have a particular lien and general right of detention and subsequent sale, upon the Goods for all amounts owing to Fastfrate, whether those amounts were incurred to Fastfrate before, during or after the Goods came into their possession or control.</p>
6	HOUSEHOLD AND PERSONAL EFFECTS:	Household and personal effects will not be accepted for shipment unless properly crated and must move at "Owner's Risk of Damage". Fastfrate accepts no liability for loss, damages or shortages.
7	SURCHARGES:	All shipments and rates are subject to Fuel ,Carbon and other applicable Surcharges as stated from time to time on our website at www.fastfrate.com
8	RATE CHANGES:	Fastfrate reserves the right to assess a surcharge on the rates quoted in the event market costs increase significantly due to increases in fuel, insurances, government imposed requirements or other circumstances beyond their control. . Rates are subject to change in area services by Fastfrate's Interline partners.
9	DANGEROUS GOODS:	If Client ships Goods of a hazardous, dangerous, inflammable radioactive or explosive nature without the prior full disclosure to Fastfrate as required by law, Client agrees to indemnify Fastfrate against all claims for loss, damage or delay caused thereby , and such Goods ,may be unloaded and /or warehoused, or, if deemed to present a hazard, destroyed or rendered harmless ,at client's risk and expense.
10	INDEMNITY	Client shall indemnify Fastfrate, it's employees,sub-contractors and agents, from any liability in connection with the Services,in excess of the liability of Fastfrate against all duties, taxes, payments ,fines ,expenses ,losses, claims and liabilities including ,,storage ,demurrage, port, terminal or late delivery charges and any liability to indemnify, any other person against claims made against such other person by Client or owner of the Goods for which Fastfrate may be held responsible ,resulting from the acts of Fastfrate relating to any Services to which the Terms apply.
11	APPLICATION OF TERMS:	These Terms shall apply whenever any claim (either in contract or tort) is made against any employee, agent or independent contractor engaged by Fastfrate to perform any Services for the Client, and the aggregate liability of Fastfrate and all such persons, shall not exceed the limitations of liability in these Terms.
12	JURISDICTION:	These Terms shall be governed by the laws of Canada and the Province of Ontario. By accepting the Services provided under these Terms, the Client irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario and the Federal Court of Canada.



EFFECTIVE: October 1, 2022
rev 1

VALUE ADDED ANCILLARY TARIFF

ITEM	VALUE ADDED ANCILLARY TARIFF	DESCRIPTION AND FEES
5.0	AFTER HOURS PICKUP or DELIVERY:	\$80.00 per hour per pickup Minimum \$160.00. This charge applies in addition to the prescribed freight charges for pickups / deliveries that fall within the time period of 7:00 p.m. to 7:00 a.m., for shipments under 24,000 lbs. This service requires to be pre-arranged 24 hours in advance. Any detention time will be charged in addition as per Schedule 1.
10.0	APPOINTMENT DELIVERY:	Per shipment charge of \$15.00 (Local areas only), \$30.00 (Interline points) This charge applies when a shipment requires: a) a specific appointment time of delivery or; b) delivery during a specified range of time that does not allow the delivery to occur with regular operating procedures. The Bill of Lading must have a notation requesting the prearranged time of delivery or specified range of time. The charge also applies if requested/or required by the consignee. Fastfrate will arrange to effect the delivery, on a best efforts basis and shall not be liable for any consequential damages, costs, penalties and/or fines as a result of any shipment delay. C3 Reservations: a per shipment charge of \$12.00 applies for deliveries to Sobeyes Inc.
15.0	ATTEMPTED PICK UP LTL:	\$40.00 per attempt. (Local areas only). Surcharge for pick up when the call is cancelled and the driver was dispatched, or if the freight was not available upon driver arrival. Subject to fuel surcharge application.
20.0	ATTEMPTED PICK UP TL :	\$175.00 per attempt (Local areas only). Surcharge for pick up when the call is cancelled and the driver was dispatched, or if the freight was not available upon driver arrival. Subject to fuel surcharge application. TL implies an empty truck, trailer or container required for the pickup.
25.0	BILL OF LADING – CHANGE IN TERMS:	\$25.00 Bill of Lading or Change Fee for any change in the terms of the Bill of Lading, authorizing a change regarding payment of freight charges (i.e. from prepaid to collect etc.).
30.0	BOND CHARGES (CLEARANCE):	\$5.25 cwt, Minimum \$ 150.00, Maximum: \$300.00 This charge applies when we are required to move shipments to a local inland sufferance warehouse for clearance. (Subject to Fuel Surcharge).
35.0	BOND REMANIFEST CHARGES:	\$50.00 per shipment The above charge applies when we are requested to re-manifest a shipment from one transportation mode to another .For example: from ocean or air to road or rail transportation.
40.0	CARGO LIABILITY:	Rates and charges are based on a valuation not exceeding \$2.00/ lb (\$4.41/kg) based on weight shipment.. If a higher value is declared and Client agrees in writing, an excess valuation fee will apply at 3% of the declared value in excess of \$2.00/lb (\$4.41/kg). Minimum excess value fee \$ 5.00. Cargo claims for under \$100.00 will not be accepted.
45.0	C.O.D. CHARGES:	Charged at 6% of the C.O.D. amount, Minimum \$75.00 The C.O.D. fee applies when our driver is asked to pick up cash or a certified cheque, payable to Consolidated Fastfrate Inc or Fastfrate, from consignee before the freight may be delivered. Fee for the Cancellation of the C.O.D. Fee is \$75.00 and must be requested by the vendor in writing.
50.0	COPIES OF DOCUMENTS:	\$7.50 per document. This fee is payable when requested by the customer. i.e.: (Bills of Lading or Proofs of Delivery.)
55.0	CROSS DOCK CHARGE:	\$2.50 per cwt, Minimum \$75.00, Maximum \$300.00 This charge applies when the consignor has delivered a shipment to FASTFRATE's dock for a consignee to pick up.
60.0	CUBE (DENSITY):	All rates are subject to 10 pounds per cubic foot (pcf) unless otherwise specified. 10 pcf = Length (in) x Width (in) x Height (in)/ 1728 x 10. If this amount is more than the actual weight of the shipment the cubed weight will apply to calculate the freight charges. When it is not possible to store freight on top of a shipment, the cube dimension for that shipment shall be based on a minimum height of 8 feet. Skids occupying over 72" in height will be cubed to 96" in height.
65.0	DANGEROUS GOODS (RAIL):	Shipments weighing less than 1,000 lbs: \$25.00 Shipments weighing 1,000 lbs or more: \$35.00

70.0	DANGEROUS GOODS (ROAD):	Shipments weighing less than 1,000 lbs: \$35.00 Shipments weighing 1,000 lbs or more: \$45.00
75.0	DETENTION WITHOUT POWER - DRY - (DEMURRAGE):	\$175.00 per day per trailer or container. The above rates will be given a free period of 24 hours after notification of availability.
80.0	DETENTION WITHOUT POWER - HEATED - (DEMURRAGE):	\$250.00 per day per trailer or container. The above rates will be given a free period of 24 hours after notification of availability.
85.0	DETENTION WITH POWER:	<u>Billed Weight in Pounds</u> <u>Free Time</u> 1 to 5,000 lbs 30 minutes 5,001 to 10,000 lbs 45 minutes 10,001 and up including Full Load 60 minutes \$80.00 per hr or part thereof The Detention With Power rate above applies when the driver is detained at the pick up or delivery point for more than the allowable pickup or delivery time as stated above.
90.0	DROPPED TRAILER/CONTAINER:	Unless otherwise quoted, all rates are based on a live load and live unload. The costs for dropping trailers or containers for loading and unloading will be charged extra based on the empty cartage legs and turns of equipment based on volumes. Contact your local office or Pricing department for estimates.
95.0	EXCLUSIVE USE:	Full Truckload rate - Minimum 40,000 lbs, full linear foot application of the trailer or container used or Published Truckload/Container Rate. This rate applies when the customer requests that their freight alone move on the trailer or the shipment occupies full visible capacity.
100.0	EXTRA LABOUR FEE:	\$60.00 per person per hour. Or any part thereof - Min. \$250.00 The above charge represents the cost of a driver's helper only. This charge would be applied if the driver required a helper to load or unload the freight. It is applied to the total time spent performing the work required, including the time from the domicile terminal and return to same.
105.0	FLAT DECK DELIVERY OR PICK UP:	\$450.00 per shipment for locally serviced cities. This charge applies in addition to the prescribed freight charges for deliveries or pickups within the terminal service area. (see Item 220 for Tarping)
110.0	FUEL SURCHARGE:	Rates and charges are subject to the applicable fuel surcharge in effect at the time and place of shipping as quoted.
115.0	HEAT PROTECTIVE SERVICE:	30% of freight charges Minimum \$40.00 This service will be provided when the shipper specifies on the Bill of Lading, HEAT or PROTECT FROM FREEZING; the above charges apply when seasonally available.
120.0	INSIDE PICK-UP or DELIVERY:	\$5.00 per cwt. Minimum \$60.00, Maximum \$200.00 This charge will apply if inside pick-up or delivery is requested or required from/to floors other than ground floor or the pickup or delivery is sixty feet from the delivery vehicle. (also applies for Upper floor, Malls, Schools, Banks, Job or Construction Sites, Offices and Storage Facilities.)
125.0	LINEAR FOOT RULE:	1,000 pounds per linear foot for shipments occupying 10 feet or more of trailer. When the freight occupies 10 feet of trailer space or more (or is packaged in such a way that other freight cannot be stored on top of or on either side of it), the chargeable weight will be calculated at a minimum of 1,000 lbs per linear foot of space used. (i.e.: 11 feet of trailer space used = 11,000 lbs). Refer to quote for complete cube and linear application.
130.0	LONG FREIGHT HANDLING FEE:	\$75.00 per shipment surcharge. Shipments containing one or more articles that equal or exceed 10 feet in length will be cubed to 96" in height plus the long freight fee. For shipments exceeding 10 linear feet, the linear foot rule will apply plus the Long Freight Handling Fee.
135.0	LUMPER, SWAMPER, Ti-Hi, SORTATION & SEGREGATION SERVICE:	20% of freight charges, Minimum \$60.00 per shipment, Maximum \$375.00 This charge is applied when shipment(s) are tendered and are required to be segregated according to marks, brands, sizes, flavours or other distinguishing characteristics. See APPENDIX 1 for list of locations requiring Lumper Services.

140.0	MARINE PROTECTION SURCHARGE:	With increase sightings of North Atlantic Right Whales in the St Lawrence Seaway, a surcharge will be applied on all shipments to Newfoundland going by ship via the Port of Montreal. Please see our website for present charges and application as the situation changes based on migratory patterns..
145.0	PACKAGING:	Minimum packaging requirements as per industry standards. Inadequate packaging will be shipped at "Owner's Risk".
150.0	POWER TAILGATE SERVICE:	\$3.00 per cwt, Minimum charge \$60.00, Maximum charge \$250.00 (Maximum 1,500 pounds per lift) Charge applies if the shipper or the consignee does not have a proper shipping / receiving dock, or if requested on the Bill of Lading to ensure safe handling of the freight or the shipper or consignee states that the use of a power tailgate is a requirement.
155.0	PRECEDENCE OF RATES:	Exceptions to any specifically mentioned Value Added Term on a current quotation takes precedence over this published Value Added Ancillary Tariff.
160.0	RECONSIGNMENT (Prior to delivery):	\$40.00 per request. This charge is applied when, prior to the delivery, the consignee address on the original shipper's Bill of Lading is requested to be changed to another local address within the terminal service area and a new Bill of Lading may be required for the shipper in order to direct the shipment properly.
165.0	RECONSIGNMENT (After attempted delivery or pickup):	\$3.50 per cwt, Minimum \$80.00, Maximum \$250.00 (Local areas only) This charge is applied when, prior to the delivery, the consignee address on the original shipper's bill of lading is requested to be changed to another local address within the terminal service area and a new Bill of Lading may be required for the shipper in order to direct the shipment properly. Indirect locations would be charged the \$40.00 re-consignment fee plus interline charges. Fuel surcharge are additional.
170.0	REDELIVERY/ ATTEMPTED PICKUP:	\$3.50 per cwt, Minimum \$80.00, Maximum \$250.00 (Local areas only) a) REDELIVERY: This charge is applied when we have attempted to deliver freight and one of the following happens: Consignee requests we deliver at another time; No answer at consignee's place of business; Consignee or Shipper request we deliver to another address within the terminal service area, not originally noted on Bill of Lading; • Access to delivery area at time of delivery was restricted. b) ATTEMPTED PICKUP: This charge is applied when we have attempted to pick up freight and one of the following happens: Shipper requests we pick up at another time; No answer at shipper's place of business; Consignee or Shipper request we pick up at another address within the terminal service area, not originally noted on Bill of Lading; • Access to loading area at time of pickup was restricted.
175.0	RESIDENTIAL:	\$4.50 per cwt, Minimum \$95.00, Maximum 250.00. This charge is applied when we pick up or deliver at a property that is a Private Residence whether the property operates as a business or not. This surcharge also applies for farms, apartments, houses, homes, country clubs and estates.
180.0	REWEIGHING OF SHIPMENT:	Shipments are subject to reweighing using weight and measure Canada approved scales. For shipments subject to reweighing, the product, container, packaging, pallet and any other item attached to or part of the shipment will be included in the reweighed weight.
185.0	ROAD BAN RESTRICTION SURCHARGE:	30% of freight charges A 30% surcharge will be assessed to shipments originating at or destined to the Yukon, Northwest Territories or Nunavut during road ban restrictions applied by the Ministry of Transport
190.0	RURAL ROUTE PICK UP OR DELIVERY:	\$65.00 Surcharge per shipment. This charge is applied for pickups or deliveries that are outside of city limits with a Rural Route Postal FSA in additional to any point to point or zone rates.
195.0	SEASONAL AIR SHUTTLE SERVICE:	Subject to additional charges at the time of shipping over and above regular freight rates. Additional air shuttle service charges at the time of shipping will apply to the following crossing during spring break up and/or fall freeze up. Any freight held at our Edmonton terminal when air shuttle service is not requested will be subject to storage charges.



EFFECTIVE: October 1, 2022
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200.0	SHIPMENT DELAY:	Fastfrate. will not be liable for any costs and/or fines and/or penalties as a result of shipment delay.
210.0	STORAGE CHARGES:	\$2.50 per cwt., per day Minimum \$40.00, Maximum \$250.00 per day This charge applies when a customer asks us to store undelivered freight or freight awaiting transportation. <u>Freight Awaiting Transportation</u> will begin at 7:00 am the day after the freight is received by the carrier. <u>Undelivered Freight</u> will be allowed 48 hours free time from the notice or arrival. Saturdays, Sundays and Holidays will not be used in the computation of free time, but will be included in the assessment of charges.
215.0	SURCHARGES:	All rates are subject to applicable surcharges.
220.0	TARPING:	\$125.00 per trailer or part thereof, and \$225.00 for a Super B trailer (Where required and where available) This charge applies when a tarp is requested or required in order to protect the freight from the elements.
225.0	TAXES:	All rates are subject to applicable taxes.
230.0	TERMS OF PAYMENT	Credit terms are net 30 days from date of invoice. An interest charge of 2% compounded monthly (i.e., 26.82% per year) will be levied on overdue invoices. Please refer to our Credit Application for further details.
235.0	TRADE SHOW SURCHARGE:	\$4.50per cwt., Minimum \$200.00, maximum \$450.00 The above charge does not apply if we are the official carrier for the show. Includes 1 free hour of waiting time.
240.0	WEEKEND OR HOLIDAY CHARGE:	\$80.00 per hour, \$320.00 Minimum per call in. This charge applies in addition to the prescribed freight charge whenever we are asked to perform pick up or delivery on a weekend or holiday and it is necessary to call a driver in to perform the service. Please ask customer service or your sales representative for certain servicing terminals that perform Weekend pickup or delivery for availability.

APPENDIX 1: Ti-Hi/Lumper/Swamper Services Available at these Locations

Ontario

Jean Coutu, 1275 Tupper, Hawkesbury
Colabor, 1620 Boul De Montarville, Boucherville
Distagro, 1225 rue Volta, Boucherville
Familiprix, 6000 Armand-Viau, Quebec
GFS (Gordon Food Services), 8000 rue Armand Viau, Quebec
Jean Coutu, 551 Rue Beriault, Longueuil
SCM-Walmart #6093, 2401 SCM Way, Cornwall
Sysco, 1225 Rue Volta, Boucherville

Moncton

Bunzl, 45 Roderick Ave
Co-Op, 114 Price Street
GFS/Gordon Food Service, 30 Industrial Park, Amherst
Kohl & Frisch, 255 Urquart Ave
Matrix, 10 Deware Ave
Sysco Dieppe, 611 Ferdinand Blvd
Veritiv Canada Inc, 675 St. George Blvd

Newfoundland

Atlantic Grocery Distribution, Bay Roberts
Co-Op Atlantic, Carr Crescent, Gander
Loblaws, 150 Placentia, Mount Pearl
Loblaws, Clyde Way, St. John's
National Grocers, Clyde Way, St. Johns

Winnipeg

Federated Co-op, 1615 King Edward
GFS/Gordon Food/Bridge Brand, 310 Sterling Lyon Parkway
Independent Fish, 941 Sherbrook St
Northwest Co., 100 Murray Park
Northern Meats, 29-49 Winfield Way
Northern Meats, 49 Omands Creek
Pratt's, 101 Hutchings
Veritiv Canada Inc, 160 Omands Creek

Saskatoon

Federated Co-op, 604 - 46th Street East
Associated Grocers, 7100 - 44th Street SE
Buy Low Foods, 7100 - 44th Street SE
Enerprise Paper Co 1626 - 120 Avenue
Federated Co-op, 2626 - 10th Avenue NE (Hardware)
Federated Co-op, 3333 - 52nd Street NE (Grocery)
Federated Co-op, 4623 52nd Ave SE
GFS/Gordon Food Services, 290212 Township Rd
I.T.W.A.L. (Wallace & Carey) 5445 - 8th Street NE
Kohl & Frisch, 11195 42nd Street SE
Kohl & Frisch, 5040 - 72nd Avenue SE
Matrix/Shoppers Drug Mart, 2525 - 29th Street NE
Safeway (See MacDonald's Consolidated)
SCM-Walmart #6063
SCM-Walmart #6081
Wallace & Carey, 5445 - 8th Street NE
Wallace & Carey, 5225 - 8th Street NE

Edmonton

Bunzl, 12846 - 170th Street NW
Federated Co-op, 12852 - 141st Street
GFS/Gordon Food Services, 13511 - 163rd Street
Gordon Food Services 290212 Township Rd. 261
Grocery People, 13232 - 170th Street
Grocery People, 14505 Yellowhead Trail
Overwaitea Dist. 24-26308 Township Rd. 525
Save On Foods, 26308 Township Road 525A 99, Acheson AB
Value Drug Mart, 16504 - 121A Avenue
Veritiv Canada Inc, 11704-186TH Street NW

Vancouver

Buy Low, 19580 Telegraph Trail
GFS (Gordon Food Services), 1700 Cliveden Avenue
London Drugs, 12831 Horseshoe
Overwaitea, 5111 - 272nd Street (Ambient)
Overwaitea, 5016 - 272nd Street (Perishables)
Overwaitea/EV Logistics, 5690 - 268th Street
Veritiv Canada Inc, 1425 Derwent Way