

TERMS AND CONDITIONS

1	INTRODUCTION	<p>The following contains the general terms and conditions ("Terms") of contract under which Consolidate Fastfrate Inc. o/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.</p> <p>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, its 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 its 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	GST, HST and QST will be assessed on all transportation charges at the prescribed rate.

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5	COMPENSATION AND PAYMENT TERMS	<p>In consideration of the Services, the Client shall compensate Fastfrate in accordance with the Rates agreed to between Transfrate 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	<p>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.</p>
7	SURCHARGES	<p>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</p>
8	RATE CHANGES	<p>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.</p>
9	DANGEROUS GOODS	<p>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.</p>
10	INDEMNITY	<p>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.</p>
11	APPLICATION OF TERMS	<p>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.</p>
12	JURISDICTION	<p>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.</p>
13	CREDIT CARD PAYMENT	<p>Credit card payment for any transactions using Visa or MasterCard credit cards will be subject to 2.4% surcharge. This surcharge is calculated on the total transaction amount, including applicable taxes.</p>