

**APXG TARIFF 100
GENERAL RULES**

RULES APXG TARIFF 100

DOMESTIC CANADA - LTL and FL

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ITEM 100 GENERAL - PAYMENT OF TARIFF CHARGES

Any and all charges assessed pursuant to this tariff shall be paid by the party paying the transportation charges (also referred to herein as “the Customer”) whether that party is the shipper, consignor, consignee, receiver or a third party and notwithstanding who requested or required the service. This item does not constitute an estoppel, waiver, or shall be interpreted in any way that would impede any right the carrier may have to collect or be reimbursed for transportation charges or charges pursuant to this tariff from the consignor, consignee or other parties except that the carrier is not entitled to be paid more than once for the same charge.

ITEM 110 GENERAL - DEFINITION OF CARRIER

Accessorial charges herein apply when the service involved is performed by APPS Transport Group including any and all subsidiaries, divisions, business units (hereinafter referred to as “the Carrier”). When the service is performed by a railroad, interline carrier, or other agent, the published charges of that carrier or agent will be assessed.

ITEM 120 GENERAL - DEFINITION OF CONSIGNEE AND CONSIGNOR

“Consignor” as used in this tariff means the party from whom the carrier receives the shipment, or any part thereof, for the transportation at point of origin, or any stop-off point, whether he be original consignor, or warehouseman, or connecting motor, rail or water carrier, with which the carrier does not maintain joint through rates, or other person to whom the Bill of Lading is issued.

“Consignee” as used in this tariff means the party to whom the carrier is required, by the Bill of Lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off point whether he be ultimate consignee, or warehouseman, or connecting motor, rail or water carrier with whom the carrier does not maintain joint through rates or other person designated in the Bill of Lading.

ITEM 130 GENERAL - ADDITIONAL EXPENSES

This tariff covers common charges but is not intended to be comprehensive and the carrier is entitled to be compensated for any and all expenses, charges, fees, penalties, fines, road and/or bridge tolls, public charges etc incurred in the performance of a transportation service and for all other expenses required to secure, deliver or handle any shipment that is not covered specifically by this tariff including but not limited to all railroad tariffs specifically CN9100 and CP Supplemental Tariff 3 including but not limited to any and all “equipment guarantee” or “peak demand” surcharges as the case may be. Any freight destined for Newfoundland travelling by ocean vessel may be subject to a seasonal “MARINE PROTECTION SURCHARGE”. Any and all of these charges will be assessed against and shall be paid by the Customer. The carrier may assess a service fee in addition to the expenses.

ITEM 140 GENERAL - APPLICATION OF RATES

Rates governed by the provisions of this Tariff are subject to the following:

- (A) A shipment is a quantity of freight received from one shipper, on one shipping order or Bill of Lading, at one shipping point, at one time, for one consignee at one destination. Two or more shipments shall not be combined and rated as one shipment but must be carried as separate shipments and at not less than the established charge for each shipment.
- (B) An LTL shipment is a shipment whose billed weight is less than that required to make the shipment subject to a truckload rate.
- (C) Truckload charges or rates apply only when a truckload of freight is shipped from one point, in or on one truck, by one shipper for delivery to one consignee, at one destination and only when the entire truckload freight charges are payable by one party. Only one Bill of Lading from one loading point and one freight bill shall be issued for such truckload shipment. The minimum truckload weight provided is the lowest weight on which the truckload rating or rate will apply.
- (D) Unless specifically provided otherwise in a published tariff or quote, the carrier’s tariff rates shall apply.
- (E) Unless otherwise provided, charges shall be computed on the rateable weight or 1,000 pounds per pallet if freight charges are per pallet or the rateable density is less than 10 pounds per cube foot.
- (F) Rates are not applicable for combination rate purposes where there are through rates published. When a local or joint through rate is established for application over any route from origin to destination, such rate is the one that will be applied, notwithstanding that it may be higher than existing combinations of rates over such route.
- (G) Pallet rates are calculated based on a maximum allowable weight of 2,000 lbs per pallet, inclusive of both the product and the pallet. Any pallet exceeding this weight limit will be subject to an overweight surcharge which is in addition to the original freight charges and does not replace or offset any other applicable fees. Overweight charges will be assessed on the portion of weight exceeding the maximum limit, as outlined below.

Between Western Canada and Ontario - \$0.10 per lbs
Within Western Canada - \$0.05 per lbs
Within Ontario - \$0.05 per lbs

- (H) Except as otherwise provided, all rates and charges herein are expressed in Canadian Currency. Except as otherwise provided, payment of freight charges for intra Canada shipments will be in Canadian Currency.

ITEM 145 GENERAL - COPIES OF DOCUMENTS

Where any hard or soft copies of statements, invoices, proofs of delivery, bills of lading or any other document, that is available to be retrieved electronically by the Customer, is provided by the Carrier manually a charge of \$2.00 per page will apply to a maximum of \$10.00 per document.

ITEM 150 GENERAL - REASONABLE AND DILIGENT EFFORTS

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The carrier shall make reasonable and diligent efforts to provide the services referred to in this tariff but this tariff shall not be construed so as to require or compel the carrier to perform such service at any cost, at any risk or in any event. Furthermore, charges must be either paid in advance or guaranteed to the satisfaction of the carrier before the service(s) will be performed.

ITEM 160 GENERAL - MILEAGES

The calculation of mileages as referred to herein shall be determined by the use of the current applicable official Provincial road map and mileage tables published by Google Maps.

ITEM 170 GENERAL - CHARGES AND RIGHTS ARE CUMULATIVE

Charges under this tariff are cumulative and not exclusive will be assessed in addition to any and all other lawful and applicable charges and fees provided herein. All rights conferred upon the Carrier by this tariff, conditions of carriage and/or by law shall be cumulative and in addition to every other right or remedy available to the carrier.

ITEM 180 GENERAL - CANCELLATION OF RATES AND RE-RATE

Rates and freight charges under this tariff are based upon information provided to the Carrier by the customer including but not limited to volume, classification and freight characteristics including density. In the event that the actual freight shipments tendered to the Carrier by the Customer are not consistent with the information provided, the Carrier may in its sole discretion cancel the rates and re-rate all previous shipments pursuant to rates consistent with the actual volume, classification and freight characteristics of the actual freight shipments.

ITEM 190 GENERAL - RATES DO NOT INCLUDE TAXES

Rates and charges under this tariff do not include applicable taxes, fees, and surcharges including any environmental or carbon tax or derivative thereof.

ITEM 195 GENERAL - ENVIRONMENTAL OR CARBON TAX

All shipments are subject to a 3.4% tax recovery surcharge up to a maximum of \$100 subject to change upon 30 days notice.

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SUMMARY OF COMMON CHARGES (NOT COMPREHENSIVE)

Cross Docking (Rule 730)	\$10.00 per pallet - min \$40 max \$250 per trailer for pallet freight \$4.00 per CWT - min \$40 max \$600 per trailer for loose freight Long Freight - \$4.00 cwt (min \$40.00 max \$80)
Dead Call/Spot/Drop/Refusal/ Re-Delivery - Full Load (Rules 515, 540, 550 and 770)	\$150 plus \$2.60 round trip mile (after 20 miles)
Dead Call/Attempted Pickup - LTL (Rule 540)	\$45.00
Cartage Charges (Rule 520)	
City Haulage	\$80 hour, minimum 4 hours
Highway Haulage	\$125 hour, minimum 6 hours
After hours/Weekends/Holidays	\$175 hour, minimum 8 hours
Dangerous Goods - Shipper to Supply Placards (Rule 810)	
< 999 lbs.	\$30.00
1,000 - 9,999 lbs.	\$60.00
10,000 - 19,999 lbs.	\$100.00
20,000 - TL	\$175.00
Pickup and Delivery by Appointment (Rule 555)	\$50.00 per carrier made appointment; \$100.00 if pre-made
After Hours (Rule 500)	
Pickup or Delivery between 6:00 P.M. and 6:00 A.M.	\$150.00 per shipment
Saturday / Sunday	\$150.00 per shipment
Holidays	\$300.00 per shipment
Detention Without Power Unit - After 24 hours Free Time (Rule 600)	
Road Trailers	\$155.00 per day or part thereof
Intermodal 53'	\$225.00 per day or part thereof
Intermodal 20'/40'	\$150.00 per day or part thereof
Intermodal Heat (53' & Insulated)	\$300.00 per day or part thereof for 4 days/\$500 per day 5+
Detention With Power Unit (Rule 610)	
Free Time per shipment as follows:	\$20.00 per QUARTER HOUR or part thereof after free time
Billed weight up to 9,999 lbs - 30 mins.	Note - EXIGENT DC surcharge of \$25 per pallet - minimum \$150
Billed weight up to 19,999 lbs - 60 mins.	maximum \$250
Billed weight over 19,999 lbs - 90 mins.	Note - Wait time doubles after 180 minutes of chargeable wait time
Additional Labour / Swamper / Lumper - Per Man (Rule 710)	
Weekdays	\$40.00 per hour - 5 hrs. minimum (\$200.00)
Saturdays, Sundays & Holidays	\$55.00 per hour - 6 hrs. minimum (\$330.00)
Pick-Up/ Delivery Services (Rule 500)	
Hydraulic Tailgate	\$4.00 cwt (min \$40.00 max \$80)
Inside pick-up or delivery	\$4.00 cwt (min \$40.00 max \$80)
Small Vehicle Delivery - Straight Truck / Pup	\$40.00
Private Residences / Construction Sites / Shopping Mall	\$40.00
Remote Location / Off Route / Rural /Restricted	\$2.60 per round trip mile from closest urban center - min \$200
Protective Service (Rule 735)	
Billed Weight up to 19,999 lbs. (LTL)	25% of freight charges, minimum \$35.00
Billed Weight 20,000 lbs & over (TL)	22.5% of freight charges, minimum \$500.00
Refusal and Return of Shipment to Shipper / Other (LTL - Rule 545)	Original freight charges subject to \$40 minimum
Refusal and Re-Delivery to original Consignee (LTL - Rule 530)	Original freight charges subject to \$40 minimum
Refusal and Redirect/Reconsignment (LTL -Rule 505)	Refer to Item 505 for breakdown of charges
Sortation / Handling of Product / Hand Bomb / Driver Assist (Rule 740)	\$4.00 CWT - minimum \$40.00
Extra Pick Up or Delivery Full Load (Rule 515)	\$150 per stop plus \$2.60 round trip mile (after 20 miles)
Storage - Undelivered Freight After 48 hours free time (Rule 755)	
Shipments NOT requiring protective service	\$2.00 per pallet (\$2.50 per CWT) per day - minimum \$10.00
Shipments requiring protective service	\$4.00 per pallet (\$4.50 per CWT) per day - minimum \$20.00
Excess Valuation - When Accepted (Rule 800)	3% of the excess value - Minimum \$10.00
Customer documentation used as POD (Rule 210)	\$25.00 per occurrence
Re-Weigh Surcharge (Rule 765)	\$2.00 CWT (calculated on difference) - minimum \$25

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ITEM 200 BILL OF LADING - GENERAL

A separate Bill of Lading must always be issued for each shipment and must not include more than one consignee and one destination on one day from one shipper. The Canadian uniform conditions of carriage are deemed to be included in every contract of carriage. The Bill of Lading **MUST** contain:

- (A) name of the consignor;
- (B) name and address of the consignee;
- (C) originating point of the shipment;
- (D) destination of the shipment;
- (E) date of the shipment;
- (F) name of the originating carrier;
- (G) names of connecting carriers, if applicable;
- (H) particulars of the goods comprising the shipment including commodities, pallet count, piece count and weights of each must be distinctly stated.
- (I) declared valuation of the shipment, if applicable;
- (J) whether the charges are prepaid or collect;
- (K) whether the C.O.D. fee is prepaid or collect;
- (L) the amount to be collected by the carrier on a C.O.D. shipment;
- (M) any special agreement between the consignor and carrier;
- (N) a statement to indicate that the uniform conditions of carriage apply;
- (O) an acknowledgment of receipt of the goods by the carrier or the intermediary indicating whether the goods were received in apparent good order and condition;
- (P) an undertaking by the carrier or the intermediary to carry the goods for delivery to the consignee or the person entitled to receive the goods;
- (Q) the signed acceptance by or on behalf of the originating carrier or intermediary and the consignor of the conditions contained, or deemed to be contained, in the contract of carriage;
- (R) a statement of the notice of claim requirements in the uniform conditions of carriage; and
- (S) if applicable, a statement, in conspicuous form, that the carrier's liability is other than \$2.00 per pound.

NOTE 1: Description of articles in shipping orders and Bills of Lading shall accurately describe the goods shipped including the accurate weight, pieces, pallets, packages, weight, dimensions etc and any other information required to properly rate and invoice the shipment. The carrier reserves the right to inspect shipments where necessary to determine proper ratings. When found to be incorrectly described, charges will be collected according to proper description.

ITEM 210 BILL OF LADING - CARRIER B.O.L. APPLIES

Unless otherwise agreed to in writing, the conditions of carriage shall be those as indicated in the carrier's bill of lading in effect on the date the shipment was tendered to the carrier. ONLY carrier personnel with the title of President or Vice-President are authorized to alter contract terms and conditions. NO other person(s) is (are) authorized whether representing that authority or not. Where a bill of lading, other than the carrier's Bill of Lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature ONLY acknowledges receipt of the freight and identifies the delivery details. It is NOT a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will NOT constitute an implied acceptance by the carrier. Likewise, notations added to a bill of lading by the shippers, which have not been agreed to by authorized carrier personnel, will not be binding on the carrier.

NOTE: In the event that the shipper or consignee requires a document other than the carriers Bill of Lading or POD to be signed as proof of delivery, an additional charge of \$25 per occurrence will be assessed.

ITEM 220 BILL OF LADING - CHANGE IN TERMS

An authorized change in the terms of the Bill of Lading (e.g. from prepaid to collect, re-consignment etc) will be subject to a charge of \$5.00 per change, minimum charge \$25.00.

ITEM 300 COLLECTION OF CHARGES - PARTY PAYING TRANSPORTATION CHARGES

Unless otherwise agreed in writing:

- (A) Freight charges on a Bill of Lading marked "Prepaid" must be paid by the consignor or shipper.
- (B) Freight charges on a Bill of Lading marked "Collect" must be paid by the consignee or receiver.
- (C) Freight charges on a Bill of Lading that is not marked either "Prepaid" or "Collect", are considered as "Collect" and must be paid by the consignee/receiver.
- (D) No shipment for which a through rate is published in tariffs subject hereto will be accepted on a partially prepaid or partially collect basis. When failure to comply with this provision is discovered after the shipment has been tendered for transportation, the entire charges, based on applicable through rate, will be assessed.
- (E) If freight charges are to be collected from a third party other than the consignor, shipper, consignee or receiver, then the Bill of Lading must be marked "Prepaid" and a notation made referring to the name and address of the third party to be billed. In such cases the shipper shall be responsible for the payment of all lawful charges accruing against the shipment in the event of non-payment by the third party.

ITEM 310 COLLECTION OF CHARGES - THIRD PARTY BILLING

- (A) When a party other than the consignor or consignee on the Bill of Lading and Shipping Order is responsible for paying the freight charges, such party's name and address must appear in the body of the Bill of Lading and Shipping Order at time of original tender.
- (B) Shipments subject to the provisions of this Item will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time legally allowed.

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- (C) In the event that the paying party refuses or is unable to pay any amounts due, the carrier is entitled to payment from the consignor(s) or consignee(s), as the case may be, for all amounts due, including, but not limited to, all unpaid charges, fines, penalties, damages, attorney fees, or other costs which may be incurred by the carrier.
- (D) In the event that the paying party is a load broker, the load broker shall hold in trust, for the benefit of the carrier, all the money the load broker receives from shipper(s), consignors and/or consignees in respect of the transportation and related services provided by the carrier. The load broker shall maintain these amounts in an account designated as a trust account in a bank, trust corporation or credit union, shall keep the money held separate from money that belongs to the load broker, deposit any money received in the trust account without delay after its receipt, and disburse the money to the carrier subject to the terms and conditions above.

NOTE 1: Shipments subject to the provisions of this Item must be billed as "PREPAID".

NOTE 2: When consignor or consignee instruct the carrier to bill the freight charges to a third party and such information is not shown on the Bill of Lading at the time of shipment, an additional charge of \$50.00 will be assessed for a new billing in addition to all other applicable charges. The additional charges will be assessed against the third party.

ITEM 320 COLLECTION OF CHARGES - C.O.D. BILLING

Unless otherwise provided in this tariff, collect on delivery shipments will be accepted subject to the following provisions and charges:

- (A) Shipments must be tendered on Uniform Straight Bills of Lading or Straight Bills of Lading - Short Form, and when the short form is used, the letters "C.O.D." must be stamped, typed or written on Bills of Lading and shipping orders immediately before the name of consignee. Only the C.O.D. amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on Bill of Lading and shipping order. There must also be shown on Bill of Lading and shipping order, in the space provided for this purpose, or by showing in the lower left hand corner of space provided for "description of articles, special marks and exceptions", the following information:

Collect on Delivery _____ and remit to _____
Street _____ City _____ Province _____
C.O.D. Charge to be paid by Shipper _____ Consignee _____

- (B) Each package must be plainly marked, labeled, or tagged by consignor showing letters C.O.D., and the name and address of consignor and consignee.
- (C) C.O.D. packages will not be accepted on the same Bill of Lading with packages other than C.O.D. and only packages covered by one C.O.D. bill may be tendered on one Bill of Lading.
- (D) If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the Bill of Lading and the shipping order must show the following information:

"Attached invoice (or invoices) to accompany shipment to destination".

- (E) C.O.D. shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.
- (F) C.O.D. shipments will not be accepted with the privilege of examination or trial, or bearing instructions to make partial delivery.
- (G) The amount of C.O.D. bills for C.O.D. shipments must be collected at the time such shipments are delivered to the consignee.
- (H) Only the following forms of payment will be accepted in payment of C.O.D. amounts:
- Cash;
 - Bank cashier's cheque;
 - Certified cheque;
 - Money Order;
 - Personal cheque of the consignee when so authorized in writing or by endorsement on the Bill of Lading and shipping order by the consignor. (SEE PARAGRAPH (K) FOR EXCEPTION).

The carrier will accept cheques and money orders only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such cheques and money orders to consignor.

- (I) The charge for collecting and remitting the amount of bills for C.O.D. shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the Bill of Lading and shipping order. Collection or remitting charges for freight or other lawful charges due to the carrier shall be paid to the carrier and must not be included in the cheques or money orders made payable to the consignor. (SEE PARAGRAPH (K) FOR EXCEPTION)
- (J) Carrier will, upon written request from the consignor, change the status of a C.O.D. shipment (except as prohibited by Section A of this Item) by increasing, reducing, or canceling the amount of the C.O.D., subject to the following provisions:
- The request must be received by the delivering carrier in time to accomplish the change requested prior to effecting delivery of the shipment;
 - A charge of \$28.00 per shipment will be made for increasing, reducing, or canceling the C.O.D. amount and must be guaranteed by the consignor in writing. In the event of an increase or reduction in the C.O.D. amount, the charge will apply in addition to the C.O.D. collection fee. In the event of cancellation of the C.O.D., no collection fee shall apply.
- (K) Carrier will, upon written authorization from consignor, change the form of payment of C.O.D. amounts to accept consignee's personal cheque when such form of payment was not originally authorized, subject to an additional charge of \$28.00 per shipment. If authorization is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.
- (L) Collect on Delivery Charges will be 6% of the C.O.D. amount subject to a minimum charge of \$28.00 per shipment in addition to the REGULAR TRANSPORTATION CHARGE. This charge is to be collected and retained by the carrier.

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ITEM 330 COLLECTION OF CHARGES - INTEREST ON OVERDUE ACCOUNTS

Transportation charges not paid within 21 days of date of invoice will be subject to the following conditions:

- (A) A service charge equal to 2% (24% per year) of the outstanding amount will be assessed subject to a minimum charge of \$5.00 per bill of lading for each 30 day period or portion thereof that such amount is outstanding;
- (B) All charges accruing under this item are to be paid for by the customer (the party responsible for the payment of the transport charges.)

ITEM 340 COLLECTION OF CHARGES - CARRIER LIEN

- (A) All charges must be prepaid or guaranteed on any shipment which, in the judgment of the carrier at point of shipment, would not at forced sale realize the total amount of charges due at destination.
- (B) The carrier at its discretion may take possession of goods being shipped; as a specific lien, retaining possession of the shipment until payment has been made for such shipment; or as a general lien, retaining shipments in its possession until full payment of any customer debt, whether the debt was incurred with respect to those shipments or past shipments. After taking possession, the carrier will provide the customer fifteen (15) days notice of its intention to dispose of the merchandise unless payment is received in full. Proceeds from such disposal, will be applied toward satisfying the outstanding debt. In the event of a shortfall, the customer will be held liable for any remaining balance outstanding.

ITEM 350 COLLECTION OF CHARGES - NO RIGHT OF SET OFF

The customer has no right of set-off or abatement of any sum due to the carrier for transportation services or charges pursuant this tariff claimed to be due to the customer for any reason including but not limited to overpayment, cube/weight disputes, shortages, damages or loss from a separate freight shipment or transportation service. The customer shall not deduct, short pay or otherwise holdback any amount due or past due to the carrier as a result of unrelated dispute(s) including rate or claim disputes.

ITEM 355 COLLECTION OF CHARGES - CREDIT CARD CONVENIENCE FEE

IN the event that a Customer pays invoices with a credit card, a convenience fee of 5% shall be calculated and charged on the entire amount of the freight invoice including all additional charge, fees and taxes.

ITEM 360 COLLECTION OF CHARGES - APPLICATION OF FUEL SURCHARGE

All shipments are subject to the applicable fuel surcharge in effect on the date of the shipment. Charges published for services that consume fuel will be subject to the applicable fuel surcharge. Such services include but are not limited to:

- Distribution charges
- Protective Service
- Local Cartage/ Delivery Service
- Minimum Charge - Cubic Capacity and Density
- Over Dimension Freight
- Re-Delivery
- Vehicle Furnished but not used
- Extra pickups and stop offs
- Spotting of Trailer

All road shipments shall be subject to the Freight Carrier's Association recommended fuel surcharge calculated weekly and all intermodal shipments shall be subject to APPS Intermodal Fuel Surcharge as calculated monthly. The fuel surcharge in effect on the date of pickup of the shipment shall apply.

ITEM 400 CUBE RULES

- (A) All shipments shall be subject to a dimensional weight assessment equal to the ratable density multiplied by the cubic dimensions of the shipment.
- (B) Any shipment, or part thereof, loaded on standard pallets (48" x 40" base) greater than 60 inches in height will be subject to the application of a 96 inch dimensional height i.e. the base of the shipment, or part thereof, (length in inches x width in inches) multiplied by 96 inches (dimensional height) divided by 1728 multiplied by the ratable density equals the dimensional weight.
- (C) Any shipment, or part thereof, loaded on standard pallets (48" x 40" base) less than 36 inches in height will be subject to the application of a 36 inch dimensional height i.e. the base of the shipment, or part thereof, (length in inches x width in inches) multiplied by 36 inches (dimensional height) divided by 1728 multiplied by the ratable density equals the dimensional weight.
- (D) Any shipment, or part thereof, that is not loaded on standard pallets (48" x 40" base) shall be subject to a dimensional assessment based on the following:
 - Width - If the width is less than 48", then the dimensional width shall be calculated at 48" and if the width is greater than 48" then the dimensional width shall be calculated at 96".
 - Length - If the length is greater than 48", then the dimensional length shall be next largest multiple of 24" i.e. 72", 96", 120" etc.
 - Height - If the width or length is greater than 48", and it is impractical to load other freight on the shipment, or part thereof, then the dimensional height shall be 96" regardless of the actual height.i.e. the dimensional width, length and height of the shipment, or part thereof, divided by 1728 multiplied by the ratable density equals the dimensional weight.
- (E) Shipments occupying 10 feet of trailer space or 533 cubic feet or more, will be subject to a dimensional weight assessment equal to 1,000 lbs. for each linear foot or 18.76 lbs for each cubic foot of the trailer or container occupied as the case may be.
- (F) The greater of actual, dimensional or linear weight shall apply for rating purposes.
- (G) Unless otherwise provided and agreed in writing, all shipments are subject to a minimum density of 10 lbs per cubic foot and will be rated pursuant to the prevailing tariff.

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GENERAL RULES

ITEM 500 PICK-UP AND DELIVERY SERVICE - GENERAL

Except as otherwise provided, rates governed by this tariff or by any quote or rate authority include one live pick-up and loading and one live delivery and unloading subject to the following provisions:

(A) LOADING AND UNLOADING:

(1) CARRIER LOADING:

- (a) The carrier will furnish and place a vehicle at the loading site designated by the consignor to pick-up a shipment there tendered for transportation.
- (b) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the carrier's vehicle.
- (c) Carrier will furnish only one man per vehicle for loading, be he the driver, helper, or any other carrier employee except as provided in Item 710 (EXTRA LABOUR-LOADING).

(2) CARRIER UNLOADING:

- (a) The delivery of a shipment by the carrier to the place of delivery specified on the Bill of Lading will include the placing of a vehicle at the delivery site designated by the consignee.
- (b) Freight will be unloaded at a suitable delivery site immediately adjacent to the delivery vehicle.
- (c) Carrier will furnish only one man per vehicle for unloading, be he the driver, helper, or any other carrier employee except as provided in Item 710 (EXTRA LABOUR-UNLOADING).

(3) RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER - DRIVER ASSISTANCE:

- (a) Loading or unloading service does not include hand bombing, assembling, packaging, unpacking, dismantling or inspecting, sorting or segregating freight.
- (b) Loading or unloading service does not include furnishing by the carrier or use by the carrier employee of rigging or special loading or unloading equipment such as platform vehicle, winches, cranes, jacks, blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in positions. When such equipment is required in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labour to operate such equipment at his expense, and shall assume responsibility for safe loading or unloading.
- (c) Where consignor's or consignee's shipping or receiving facilities are not reasonably level with floor level of carrier's vehicle, or where on account of weight, dimensions, or physical characteristics of pieces or packages the shipment cannot be handled by one man, consignor or consignee must furnish adequate means by which the freight can be moved onto or off carrier's vehicle.
- (d) In the event that the Consignor or Consignee requests and the Carrier agrees that the driver provide loading or unloading assistance beyond the provisions of this section then such assistance shall be charged at \$4.00 per cwt subject to a \$40.00 minimum charge

(4) CONSIGNOR LOADING OR CONSIGNEE UNLOADING:

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this Item by performing at his own expense the loading or unloading of shipments on or from the carrier's vehicle. Where reference is made to this Item and items that are subject to "Shipper to load, Consignee to unload" the following will apply:

(a) SHIPPER TO LOAD:

- (i) The vehicle must be loaded by shipper.
- (ii) The complete loading service includes the loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the shipper.
- (iii) The carrier shall note on bill of lading an indication that the contents of the vehicle were loaded and counted by the shipper and not checked or verified by the carrier, i.e. "shipper load and count".

(b) CONSIGNEE TO UNLOAD:

- i) The vehicle must be unloaded by consignee.
- ii) The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.
- iii) The loading or unloading, as the case may be, of the freight, must be performed by the shipper or consignee at his expense, without any assistance from the carrier. The carrier employee and power unit is to be released while loading or unloading is performed. At carrier option the carrier employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.
- v) In the event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading, as the case may be.
- (vii) The carrier shall note on bill of lading an indication that the contents of the vehicle were unloaded and counted by the consignee and not checked or verified by the carrier, i.e. "receiver unload and count".

NOTE 1: If for any reason the consignor or any party tendering any portion of the shipment refuses to perform the loading, or if the consignee, or any party receiving any portion of the shipment refuses to perform the unloading, the rate will not apply and rate otherwise published will be assessed along with all other charges.

(B) HOLIDAYS:

When a consignor or a consignee requires or requests pick-up, delivery, interchange or transfer of shipment between carriers or clearance of shipments through customs during a holiday a charge of \$300.00 shall be assessed in addition to all other lawfully applicable rates and charges.

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NOTE 1: In the application of this Item, the following days will be considered Holidays:

Good Friday
Victoria Day
St. Jean Baptiste (in Quebec)
Family Day (where applicable)
Remembrance Day (where applicable)

Truth & Reconciliation (Where applicable)
Canada Day
Civic Holiday (in Ontario)
Labour Day
Thanksgiving Day

Day before Christmas
Christmas Day
Boxing Day
New Year's Day
Day before New Year's Day

NOTE 2: Any day designated as a full holiday by the Federal or Provincial Government. Whenever a Holiday falls on Sunday, it shall be considered as falling on the following Monday.

(C) SATURDAYS, SUNDAYS OR AFTER HOURS DELIVERIES

Any shipment where the carrier is required to pickup or deliver on a Saturday, Sunday or after normal business hours (0600 am to 0600 pm) will be subject to a charge as follows:

- \$150.00.

(D) SPECIAL DELIVERY SITES:

(1) CARRIERS TERMINAL: When consignor or consignee elects to pick-up or deliver his freight at or to carrier's terminal in lieu of service by carrier, no allowance will be made unless previously agreed to in writing by the carrier.

(2) CONSTRUCTION SITES: A construction site is defined as a location where a facility is being built, erected or renovated, by one or more contractors, and the shipment is consigned to the contractor, c/o the facility being developed. Shipments consigned to construction sites with charges "collect" will be assessed a charge of \$40.00 per shipment.

(3) PRIVATE RESIDENCE:

(a) Each pick-up or delivery at a Private Residence will be subject to a charge of \$40.00 per shipment.

(b) Private Residence shall include: Apartment Houses, Farms, Homes, Residences, Golf and Country Clubs and Estates and shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.

(4) EXHIBITIONS, EXPOSITIONS, TRADE FAIRS:

(a) When requested by consignor or consignee, and carrier's operating conditions permit, shipments will be accepted for shipment from or to amusement parks, tradeshow, traveling shows, chautauguas, fairs, exhibitions or expositions. Such shipments will be subject to a charge of \$40.00 per shipment.

(5) SHOPPING MALLS:

When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of a shipment from or to shopping mall. Such shipments will be subject to a charge of \$40.00 per shipment.

(6) MILITARY BASES:

When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of a shipment from or to a military base. Such shipments will be subject to a charge of \$40.00 per shipment.

(7) RURAL, REMOTE OR RESTRICTED ACCESS LOCATIONS:

Shipments to offline, out of route, remote, rural and/or restricted access locations shall be subject to a minimum of \$2.60 per round trip mile from the closest urban center plus any other charges incurred by the carrier in order to effect the delivery including tolls, ferry charges or interline or third party charges - minimum charge \$200.

(E) INSIDE DELIVERY:

If a pick-up or delivery is requested to a location where the shipping or receiving area is inaccessible to trucks, pick-up or delivery may be made subject to a charge of \$4.00 per cwt (\$40 min and \$80 max) in addition to all other charges provided that, elevator or escalator facilities and labour, when necessary to operate same, are provided without cost to the carrier.

(F) TAILGATE PICK UP OR DELIVERY:

When requested by consignor or consignee or when required to facilitate completion of a pickup or delivery, the carrier may pick-up or deliver a shipment with a vehicle equipped with a hydraulic tailgate at a charge of \$4.00 per cwt (\$40 min and \$80 max), in addition to all other charges.

(G) STRAIGHT TRUCK, VAN, PUP:

When requested by consignor or consignee or when required to facilitate completion of a pickup or delivery, the carrier may pick-up or deliver a shipment with a van or trailer less than 53' in length at a charge of \$40, in addition to all other charges.

(H) WAIVER OF DELIVERY RECEIPT:

When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites (or other places) where no representative of the consignee is present or available for the receipt of the shipment, will be delivered and unloaded by the carrier and left unattended at the place designated.

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GENERAL RULES

(I) GUARANTEED DELIVERY - "HOT FREIGHT":

If a pick-up or delivery, within the carrier's regular service area, is requested by the customer to be guaranteed so as that the carrier is required or compelled to effect the pickup or delivery at any cost and in any event, then the pick-up or delivery may be made subject to a charge of \$5.00 per cwt (\$50 min \$250 max) in addition to all other charges (see Note below).

Note - This charge does not apply in addition to Expedited (Item 520) or Exclusive Use (Item 525) services.

(J) WAIVER OF SIGNATURE:

Where governmental mandate, consignor or consignee policies and/or carrier policy requires no contact or social distancing at the point of pickup or delivery, the signature of the consignor or consignee is deemed to have been made on the Bill of Lading or Proof of delivery for all intents and purposes including receipt of the goods in good order and agreement to the conditions of carriage and this tariff.

ITEM 505 PICK-UP AND DELIVERY SERVICE - RECONSIGNMENT

A request for the reconsignment of a shipment will be subject to the following definitions, conditions and charges:

(A) DEFINITIONS OF RECONSIGNMENT: For the purpose of this Item, the term "reconsignment" will be considered to mean:

- (1) A change in the name of the consignor or consignee.
- (2) A change in the address of delivery within the original destination point.
- (3) A change in the destination point.
- (4) Cancellation of shipment after commencement of loading.

(B) CONDITIONS:

- (1) Requests for reconsignment must be made or confirmed in writing and the carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
- (2) Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- (3) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- (4) Only entire shipments, not portions of shipments may be reconsigned.
- (5) An order for reconsignment of a shipment moving under uniform order Bills of Lading will not be considered valid unless and until the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.
- (6) Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor.
- (7) Carriers do not obligate themselves to notify consignees of arrival of shipment prior to delivery thereof, but when so requested in advance a reasonable effort will be made to do so.

(C) CHARGES: RECONSIGNMENT AS DEFINED IN PARAGRAPH A WILL BE SUBJECT TO THE FOLLOWING:

(1) BEFORE DISPATCH FOR DELIVERY	RATES & CHARGES
Changes to name of consignee	Original rate plus \$52.33 for LTL;
Change in address within same city	Original rate plus \$52.33
Change in address and city	New rate if applicable plus \$52.33
Cancellation of delivery after loading before unloading	Original rate, refused/return freight charges from terminal and \$52.33
(2) AFTER DISPATCH FOR DELIVERY	RATES & CHARGES
Changes to name of consignee	Original rate plus \$52.33;
Change in address within same city	Original rate plus \$52.33
Change in address and city	Original rate, tariff rate between original destination and reconsigned destination plus \$52.33
Cancellation of delivery after loading before unloading	Original rate, refused/return freight charges from original destination plus \$52.33

NOTE: Changes to intermodal full loads are subject to a \$150 waybill change fee in addition to the above.

ITEM 510 PICK-UP AND DELIVERY SERVICE - DIVERSION/DETOUR

A diversion of a shipment will be subject to the following definitions, conditions and charges:

(A) DEFINITIONS OF DIVERSION: For the purpose of this Item, the term "diversion" will be considered to mean

- (1) an interim stop for a shipment prior to final delivery of the shipment as a result of a demand by the shipper, consignee, governmental and/or regulatory authority.
- (2) A detour from the carriers regular routing for whatever reason including but not limited to road closures due to construction, weather, mud slides, snow or ice, etc.

(B) CONDITIONS:

- (1) Carrier will make diligent effort to execute the diversion but will not be responsible if such service is not affected.
- (2) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before diversion will be made if applicable.
- (3) Only entire shipments, not portions of shipments may be diverted.

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(4) Regular transit/service may be impacted and service may be provided at carrier convenience

(C) CHARGES: DIVERSIONS AS DEFINED IN PARAGRAPH A WILL BE SUBJECT TO THE FOLLOWING:

- Diversion fee of \$52.33 per shipment
- \$150.00 plus \$2.60 per additional round trip mile - TL
- Fee equal to percentage increase of additional mileage- LTL - e.g. diversion/detour routing 150 miles, standard routing 100 miles - 50% surcharge applicable
- Stop or drop fees as applicable
- Detention as applicable
- Driver Wait time as applicable
- Extra labour as applicable
- Charges, fees, fines etc plus \$25 per occurrence

ITEM 515 PICK-UP AND DELIVERY SERVICE - EXTRA PICKUPS AND STOP-OFFS

Shippers may request extra pickups at origin for either partial loading or completion of loading and/or extra stop offs at destination for partial unloading or for completion of unloading under the following conditions:

- (A) All freight charges must be paid in full at one time by the customer
- (B) Only one Bill of Lading and one Shipping Order shall be issued for the entire shipment.
- (C) The name of places or addresses at which vehicles are to be stopped for loading or unloading shall be shown, either in the body of the Bill of Lading and Shipping Order, or in a separate paper which shall be attached to and considered a part of the shipping documents.
- (D) Except as otherwise provided, no more than three pickups and no more than three stops per shipment shall be permitted.
- (E) The charge for each extra pickup or extra stop shall be \$150.00 plus \$2.60 round trip mile (after 20 miles) in addition to the rate provided.
- (F) One hour free time will be provided subject to normal detention charges thereafter.
- (G) If the rate from any place where a pickup is made is higher than the rate from the original place of shipment, such higher rate will apply; or if the rate to any place where a stop is made is higher than the rate to the place of final delivery, such higher rate will apply.
- (H) Out of route mileage will also be charged if applicable.

NOTE 1: Three pickups and/or stops INCLUDE the receipt of the original part of the shipment and the final delivery at destination.

NOTE 2: The word "pickup" or "pickups" means stopping for the purpose of completing the loading. The word "stop" or "stops" as used herein means stopping for the purpose of completing the unloading.

ITEM 520 PICK-UP AND DELIVERY SERVICE - EXPEDITED (DIRECT) CHARGES

When shipments are transported pursuant to expedited (direct) service, the following rates will be assessed:

- Terminal City (local haul) during weekday regular hours - \$80 per hour min 4 hours
- Beyond (highway haul) during weekday regular hours - \$125 per hour min 6 hours
- Local or highway on weekends or weekday after hours - \$175 per hour min 8 hours

NOTE 1: Time calculation commences at carrier terminal and terminates at carrier terminal.

ITEM 525 PICK-UP AND DELIVERY SERVICE - EXCLUSIVE USE OF VEHICLE

Exclusive use of vehicle will be furnished on request of the shipper. Each Bill of Lading covering shipments for which exclusive use of vehicle is provided must be marked "exclusive use of vehicle ordered by shipper". Charges will be computed as follows:

- Applicable full load rates
- Extra pickup or drop fees as applicable
- Detention and/or driver wait time as applicable
- Mileage as applicable

Charges as per the foregoing paragraph on Exclusive Use of Equipment will also be assessed when the shipper, on his own accord places seals on the unit.

ITEM 530 PICK-UP AND DELIVERY SERVICE - REFUSED AND RE-DELIVERY OF FREIGHT

When a shipment is tendered for delivery during normal business hours (i.e. from 6:00 a.m. to 6:00 p.m. on Monday through Friday, except on legal holidays) and through no fault of the carrier such shipment cannot be delivered, redelivery charges will apply in addition to all other lawfully applicable charges. When a shipment has been made available at the consignee for delivery and a redelivery of all or part of the delivery is required or requested, an additional charge as below shall apply for each subsequent tender or delivery. The shipment shall also be subject to storage and all other lawful charges.

When reference is made hereto, the charge will be as follows:

- Full Load Local haul - \$150 (within 20 miles)
- Full Load Highway haul - \$150 plus \$2.60 per round trip mile to/from carriers terminal
- LTL - Original freight charges subject to a minimum of \$40
- Stop or drop fees as applicable
- Detention as applicable

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- Driver Wait time as applicable
- Re-work
- Extra labour as applicable
- Charges, fees, fines etc plus \$25 per occurrence

NOTE: Refused freight shall be moved at Owners Risk subsequent to the refusal.

ITEM 535 PICK-UP AND DELIVERY SERVICE - DUNNAGE RETURN

Rates provided in a quote, tariff or any other rate authority, do not include dunnage return. Charges for dunnage return will be assessed at applicable rates.

ITEM 540 PICK-UP SERVICE - VEHICLES FURNISHED, BUT NOT USED

When the carrier, upon receipt of a request to pick-up a shipment, or to furnish a vehicle to pick-up a shipment, or for the exclusive use of a consignor, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier the vehicle is not used, the following charges apply:

CHARGES:

Full Load Local haul - \$150 (within 20 miles)

Full Load Highway haul - \$150 plus \$2.60 per round trip mile to/from carriers terminal

Less Than Truckload - \$45

ITEM 545 PICK-UP AND DELIVERY SERVICE - REFUSED AND RETURNED FREIGHT

- (A) When shipments are refused by consignee, carrier's agent shall promptly notify shipper, giving reason for refusal. Such freight will be handled in accordance with this item and shall be subject to storage charges if applicable.
- (B) Shipments must be kept intact. If consignee refuses any part of a shipment, the whole shipment will be considered refused and delivery withheld until authority is obtained from shipper to deliver a portion only.
- (C) Refused shipments shall be:
- Returned to the place of original pick-up, or;
 - Relinquished at carriers terminal to consignor or to consignor's representative; or
 - Delivered to such location as may be agreed between the shipper and carrier.
- (D) When reference is made hereto, the charge will be as follows:
- Full Load Local haul - \$150 (within 20 miles)
 - Full Load Highway haul - \$150 plus \$2.60 per round trip mile to/from carriers terminal
 - LTL - Original freight charges subject to a minimum of \$40
 - Stop or drop fees as applicable
 - Detention as applicable
 - Driver Wait time as applicable
 - Re-work
 - Extra labour as applicable
 - Charges, fees, fines etc plus \$25 per occurrence

NOTE: Refused freight shall be moved at Owners Risk subsequent to the refusal.

ITEM 550 PICK-UP AND DELIVERY SERVICE - SPOT OR DROP TRAILER/CONTAINER

Trailers or Containers may be "dropped" or "spotted" without power units in order to facilitate loading or unloading. When the carrier spots empty or loaded vehicles, without power units, at consignor's or consignee's premises for loading or unloading the following charges will be assessed:

CHARGES:

Local haul - \$150

Highway haul - \$150 plus \$2.60 per round trip mile to/from carriers terminal

ITEM 555 PICK-UP AND DELIVERY SERVICE - DELIVERY BY APPOINTMENT

Any shipment where the carrier is required to make delivery or pickup AT a specified time and date shall be considered an appointment and subject to the following charge:

- \$50.00 per carrier made appointment
- \$100.00 per non-carrier made appointment
- \$5.00 per pre-notification if the carrier is required to contact the consignee prior to delivery with an approximate time of arrival

This charge is not applicable if:

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- The appointment is date specific but not time specific (but may be subject to storage charges)
- the delivery is required to be made within a 2 hour window between 6 am and 12 pm; or
- the pickup is required to be made within a 2 hour window between 12 pm and 6 pm

NOTE: Appointments for morning pickups and/or afternoon deliveries must be approved by the Carrier in advance or exclusive use charges will apply.

ITEM 600 DETENTION - VEHICLE WITHOUT POWER

When the carrier spots empty or loaded vehicles, without power units, at consignor's or consignee's premises for loading or unloading OR when through no fault of the carrier, loaded or partially loaded vehicles are detained at the Canadian Customs Offices, or at inland truck sufferance warehouses in Canada, or at the carrier's terminal, as the case may be, for the purpose of clearing customs, charges will be assessed as follows:

(A) Free Time:

- (1) Vehicles without power units will be allowed 24 hours free time for loading, unloading or customs clearance for each vehicle actually or constructively placed.
- (2) The 24 hours free time shall commence at 00:01 a.m. on the day after the time of actual or constructive placement

(B) Charges:

- (1) Spot (Drop) charge;
- (2) After expiration of free time provided in "Free Time" above, detention charges will be assessed as follows:
 - Conventional Equipment (except Vancouver Terminal Area) - 53' Intermodal Containers - \$225.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays).
 - Conventional Equipment (Vancouver Terminal Area) - 53' Intermodal Containers - \$225.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays) for first four periods and then \$500.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays) thereafter
 - Conventional Equipment - 20' or 40' Intermodal Containers - \$150.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays).
 - Conventional Equipment - Road Trailers - \$155.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays)
 - Temperature Controlled Equipment & Insulated - Intermodal Containers - \$300.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays) for first four periods and then \$500.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays) thereafter

(C) Definitions:

"ACTUAL PLACEMENT" - means the placing of vehicle at the place designated by the consignor or consignee for loading, unloading or customs clearance.
"CONSTRUCTIVE PLACEMENT" - means the holding of a vehicle at a point other than the designated loading or unloading place due to the inability of the consignor or consignee to accept the vehicle after notification.

"LOADING" - is complete upon notification to the carrier by the consignor that vehicle is released for forwarding.

"UNLOADING" - is complete upon notification to the carrier that vehicle is unloaded.

"NOTIFICATION" - means:

- (1) Advising the consignee by telephone if convenient and practical, otherwise by mail or electronic communication that the vehicle is ready for unloading. However transmitted, notice will specify name of consignor, point of origin, commodity and weight of shipment.
- (2) Tender of delivery by the carrier during normal business hours will constitute notification and will be made in lieu of notice prescribed in (1) above, unless carrier was previously advised in writing to the contrary (either as to hours or method) by the consignee.
- (3) Advising the carrier by the consignor or consignee, by telephone if convenient and practical, otherwise by mail or electronic communication that the vehicle is ready for forwarding or is unloaded.

ITEM 610 DETENTION - DRIVER WAIT

When vehicles with power are delayed or detained at the places of pick-up or delivery when such delay or detention is attributable to consignor, consignee, or others designated by them, charges will be assessed as follows:

- (A) Charges: When due to no disability, fault or negligence on the part of the carrier, the loading and/or unloading of freight is delayed beyond the free time allowance, a charge of \$20.00 per quarter hour or part thereof will be assessed in addition to all other lawful charges. Shipments delivered on Saturdays, Sundays or statutory Holidays are subject to a minimum of four hours of chargeable time.
- (B) Free Time shall be as follows:

Billed Weight	Free Time in Minutes
Up to 9,999 lbs.	30 mins
10,000 to 19,999 lbs	60 mins
Over 19,999 lbs (including full load).	90 mins

- (C) After 180 minutes of billable wait time, a charge of \$40 per quarter hour or part thereof will be assessed in addition to all other lawful charges. The carrier may, in its discretion, direct the driver to leave the consignor or consignee as the case may be and the payor of freight will be liable for accumulated wait time, appointment fees and such additional charges on the original pick-up or delivery plus additional charges including but not limited to dead call, refused freight charges and re-delivery etc.

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- (D) Computation of Time: The time per vehicle shall begin to run upon notification by the driver to the responsible representative of the consignor or consignee at the place of pick-up or delivery of the arrival of the vehicle for loading or unloading as the case may be, either on the premises designated by the consignor or consignee, or as close thereto as conditions on said premises will permit, and shall end upon completion of loading or unloading and receipt by the driver of a signed Bill of Lading or receipt for delivery as the case may be, except as provided in this section. Time, if any, necessary to prepare a vehicle for loading or unloading, as the case may be, will be excluded from the computation of time.

NOTE 1: Upon request of a consignor or consignee, or others designated by them, carrier will enter into a reasonable prearranged schedule for arrival of the vehicle for loading or unloading. When carrier makes a prearranged schedule with consignor or consignee, or others designated by them, at place of pick-up or delivery for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule within 30 minutes, the time shall begin to run from the commencement of loading or unloading and not from the time of arrival of the vehicle. If carrier's vehicle arrives prior to scheduled time, the time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

NOTE 2: Computations of the time are subject to, and are to be made within the normal business (Shipping or receiving) day at the designated premises at place of pick-up or delivery, except if carrier is permitted to work beyond this period, such working time shall also be included. When loading or unloading is not completed at the end of such day, time will be resumed at the beginning of the next such day, or when work the next day is actually begun by carrier, if earlier.

NOTE 3: Loading or unloading at more than one site within the continuous private property of shipper or consignee shall constitute one vehicle stop subject to charges as stated herein.

NOTE 4: Nothing in this rule shall require a carrier to pick-up or deliver freight at hours other than such carrier's normal business hours.

NOTE 5: EXIGENT DISTRIBUTION CENTERS & RAIL TERMINALS - Certain consignors and consignees which have systemic and vagarious ingate/outgate delays; loading/offloading delays; pre set or non flexible appointments; and/or small or no grace period on appointments shall be subject to a surcharge of \$25 per pallet with a minimum charge of \$150 minimum and a maximum of \$250 in addition to all other applicable charges.

ITEM 700 VALUE ADD - HEAVY LIFT CHARGES

Where mechanical equipment is required for the loading or unloading of any one shipment or part thereof, the actual cost incurred by the carrier for the use of said equipment will be assessed to the customer plus labour at the rate of \$35.00 per man-hour required to perform the service, subject to a minimum of 4 hours.

ITEM 705 VALUE ADD - IN BOND SHIPMENTS

When a shipment is stopped in transit for customs clearance and final delivery is subsequently made, the additional pick-up at the sufferance warehouse will be subject to the following charges, in addition to all other lawful charges:

- \$5.36 per cwt; \$52.32 minimum charge; \$261.80 maximum charge per shipment.

If customs clearance is effected in a locality other than the point of final delivery, rates between the customs point and the ultimate point of delivery will apply.

ITEM 710 VALUE ADD - LOADING OR UNLOADING - EXTRA LABOUR

When requested by the consignor or consignee, extra labour will be furnished by the carrier for loading or unloading. At each location where extra labour is used, the charge therefore will be as shown below. Time shall be computed from the time the man (or men) leaves carrier's terminal until he (or they) returns to carrier's terminal.

CHARGES:

- Weekday hours (6:00 AM to 5:59 PM) - \$40 per man per hour or fraction thereof - min 5 hours
- After hours, weekends and holidays - \$55 per man per hour or fraction thereof - min 6 hours

ITEM 715 VALUE ADD - TIPPED PALLETS

In the event that freight shipped on pallets, crates or other shipping units, by no fault of the carrier, requires rebuilding, restacking, shrink wrap or other actions required to facilitate continuing transport shall be subject to a charge of \$35 per hour with a min 2 hours.

ITEM 725 VALUE ADD - MARKING OR TAGGING OF FREIGHT

When requested by the consignor or consignee Marking or Tagging may be performed by the carrier. The charge therefore will be \$35.00 per man per hour or fraction thereof, minimum charge 4 hours. Where the service performed is accomplished at a location other than the carrier's terminal, time shall be computed from the time the man leaves the carrier's terminal until his return to the carrier's terminal.

ITEM 730 VALUE ADD - CROSS DOCK FEES

The carrier, at the specific request of the customer, will at the carrier's warehouse unload freight from one trailer or container and reload the freight into another container or trailer. The charge for this service is \$10.00 per pallet to a maximum of \$250.00 per trailer/container for general skidded freight and

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\$4.00 per CWT up to a maximum of \$600 per trailer/container for floor loaded freight. The minimum charge in any event is \$40.

LTL shipments containing one or more pieces that equal or exceed 10 feet in length will be subject to a charge of \$4.00 per cwt (\$40 min and \$80 max) in addition to all other applicable charges

ITEM 735 VALUE ADD - PROTECTIVE SERVICE

The carrier will not be obligated to supply protective service on shipments requiring protection against heat unless specific arrangements are made in advance of shipment, and the request is endorsed on the Bill of Lading by the shipper or consignor, indicating the temperature the product requires. When the Bill of Lading is not endorsed, the carrier will not be responsible for damage or deterioration due to heat or cold. When the Bill of Lading is endorsed in accordance with the above, the carrier will provide protection against heat at the rates and charges below or in accordance with a published charge:

- LTL - the cost of Protective Service will be assessed at 25% of the freight charges, but with a minimum of \$35.00 for each delivery.
- TL - (20,000 lbs. and over) - the cost of Protective Service will be assessed at 22.5% of the freight charges, but with a minimum of 500.00 for each delivery.

NOTE 1: Materials which congeal solidify or freeze above normal temperature of 32 degrees Fahrenheit shall be at Owner's Risk of freezing after carrier has provided normal heating service.

ITEM 740 VALUE ADD - SORTING or SEGREGATING FREIGHT

- (A) LTL or TL shipments of any weight when tendered in segregated lots according to marks, brands, sizes, flavors, SKUs or other distinguishing characteristics, will be delivered in the same segregated order without additional charge, provided consignor states such segregation on shipping documents and consignee requires the delivery so stated.
- (B) When Shipper or consignee require that a shipment be sorted or segregated in a manner described above, but the consignor fails to tender the shipment in that manner, charges as follows will apply:

\$4.00 per CWT Minimum \$40.00 per shipment

ITEM 745 VALUE ADD - SECURING FREIGHT - BLOCKING, BRACING, RE-WORK ETC.

- (A) Where it is necessary to secure or re-work shipment(s) use temporary blocking, flooring or lining, racks, stakes, standards, strapping, strips or similar bracing, dunnage or supports, not constituting a part of the truck, to protect and make freight secure for shipment, the weight of the material will, unless otherwise provided, be charged at the rate applicable on the freight which it accompanies and must be furnished and installed by the shipper at his expense.
- (B) The charge for the service referred to above shall be at the rate of \$50.00 per man-hour required to perform the service, subject to a minimum of 5 hours or the actual invoice if the service is performed by a third party. Also, any and all expenses the carrier incurs for material and/or equipment necessary, and fines, surcharges or assessments incurred in the performance the service shall be assessed to the paying party.
- (C) Where load bars or straps are required, the following charges will apply.
- Load bars - \$75.00 per piece.
 - Straps - \$25.00 per piece.

ITEM 750 VALUE ADD - CURTAINSIDE / FLAT DECK

Where a shipment requires utilization of a curtainside or flat bed trailer or where it is imperative because of the type of freight that a flat bed trailer be used to transport the merchandise (i.e. shipments exceeding height of 8' 6" and/or width exceeding 7' 6") the following rates shall apply (plus cross docking fees if applicable):

- (A) Local LTL shipments will be subject to a rate equal to 200% of the applicable class or LTL tariff rate subject to a minimum assessed weight of 7500 lbs.
- (B) Beyond LTL shipments will be subject to the FL flat deck rate (see below).
- (C) FL shipments will be subject to a rate equal to 150% of the applicable FL tariff rate.
- (D) If Carrier is required to obtain permits for the transportation of over dimension shipments:
- A handling charge of \$50.00 will be assessed for obtaining said permits, and
 - Cost of permits will be in addition to all other freight charges.
- (E) If covering / tarping is required to protect the shipment against the elements or if a request is made by the shipper to cover such shipment with a tarp, or provide a curtain side trailer, then the shipment will be subject a charge of \$72.00 per shipment.
- (F) Transit time will be subject to equipment availability and carrier convenience

ITEM 755 VALUE ADD - STORAGE

Undelivered freight and freight awaiting transportation, held in or on the carrier's premises or truck by reason of an act or an omission of the consignor, consignee or owner and through no fault of the carrier, will be considered stored and subject to the following storage provisions:

- (A) Free Time:

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(1) Storage charges on freight awaiting transportation will begin 48 hours after freight is received by carrier, or immediately after one attempted delivery.

(2) The 48 hours free time shall commence at 00:01 a.m. on the day after the time of arrival at the Carrier's dock except it shall not begin on a Saturday, Sunday or Holiday but at 00:01 a.m. on the next day which is neither a Saturday, Sunday or Holiday. Once storage has commenced it shall continue through Saturdays, Sundays or Holidays.

(B) CHARGES: Charges will be assessed as follows:

- Shipments NOT requiring protective service \$2.00 per pallet (or \$2.50 cwt if not pallets) per day; minimum charge of \$10.00
- Shipments REQUIRING protective service \$4.00 per pallet (or \$4.50 cwt if not pallets) per day; minimum charge of \$20.00

NOTE 1: Any fraction of a day will be counted as a day.

NOTE 2: Nothing in this Item will abridge the right of the carrier to handle and dispose of perishable freight.

NOTE 3: Carrier's liability for goods stored under the provisions of this item for more than 2 days shall be limited to the lesser of \$0.50 cwt or actual value.

ITEM 757 VALUE ADD - TRAILER AND CONTAINER PARKING

Trailers or containers of undelivered freight held in or on the carrier's premises will be considered parked and subject to the following parking provisions:

(A) Free Time:

(1) Parking charges on trailers or containers of undelivered freight awaiting delivery will begin after 48 hours clear after the trailer or container is parked on the carrier's premises (carrier's premises is deemed to include railway terminals) or immediately after one attempted delivery.

(2) The 48 hours free time shall commence at 00:01 a.m. on the day after the time of arrival at the Carrier's premises and shall continue through Saturdays, Sundays or Holidays.

(B) CHARGES: Charges will be assessed as follows:

- \$25.00 per day for trailers and containers at carrier's premises
- \$150.00 per day for containers at railway terminals 24 hours after notification of availability

NOTE 1: Any fraction of a day will be counted as a day.

NOTE 2: This charge is in addition to any other charges pursuant to this tariff in general and specifically in addition to detention charges pursuant to Item 600.

ITEM 760 VALUE ADD - SPECIAL PICKUP OR DELIVERY EQUIPMENT (TRANSFER OF LADING)

When, for any reason, a carrier is requested to render pickup or delivery service with equipment other than its normal pickup or delivery equipment or equipment used to transport shipments over the road, the charges below shall apply in addition to all other applicable charges.

The charge for each service referred to above, including the transfer for lading to or from the line haul vehicle, shall be at the rate of \$35.00 per man-hour required to perform the service, subject to a minimum of 4 hours. Also, any and all expenses the carrier incurs for material and/or equipment, necessary to perform the service shall be assessed to the paying party.

ITEM 765 VALUE ADD - WEIGHING AND REWEIGHING

The carrier will, upon request of either consignor or consignee, weigh or re-weigh any shipment or vehicle. A charge of \$25.00 will be made for each weighing or re-weighing, to be paid by the party requesting the service. In the event that the carrier re-weighs any shipment that discloses a weight that is 100 pounds or more in excess of the weight on the Bill of Lading the following charges will apply:

- \$2.00 per cwt calculated on the difference subject to a minimum of \$25

ITEM 770 VALUE ADD - TRAILER SHUNTING

The carrier, if requested will provide a tractor to drop an empty trailer or pickup an empty trailer, and/or shunt a loaded trailer at customer's facility subject to the following charges:

- \$150.00 subject to the service being performed in an area local to Carrier's service area.
- \$150.00 plus a charge of \$2.60 per round trip mile to/from points beyond the Carrier's service center.
- \$15 per vehicle moved

Mileage will be calculated one way on the total kilometers from Carrier's service center to point where the empty trailer was dropped or picked up, and/or shunting services were performed.

ITEM 785 VALUE ADD - MANUAL DATA ENTRY BY CARRIER

Any data entry by the Carrier required by the Customer in a report, website, dashboard or other electronic portal for the purpose of tracing, status updates, invoicing or on time reporting shall be subject to a charge of \$2 per freight bill per transaction.

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ITEM 800 LIABILITY AND RISK - EXCESS VALUATION

- (A) All rates and charges are based on a liability not exceeding \$2.00 per pound, unless a higher value is declared by the shipper.
- (B) If the carrier accepts liabilities up to a stated declared value, an excess valuation charge of 3% of the total declared value in excess of \$2.00 per pound will be assessed, subject to a minimum charge of \$10.00 per shipment.
- (C) All valuation charges are payable by the customer.
- (D) ONLY carrier personnel with the title of President or Vice-President are authorized to approve carriage of shipments of excess value. The carrier will not be liable for the excess valuation unless the bill of lading is initialed by authorized carrier personnel.

ITEM 805 LIABILITY AND RISK - CLAIMS FOR OVERCHARGES, SHORTAGES AND DAMAGES

- (A) The consignee must note any apparent damages or shortages to the shipment on the delivery receipt AT THE TIME OF DELIVERY. Delivery receipts bearing the notation 'Subject to Inspection' shall not be accepted as valid documentation of damages or shortages. Only damages or shortages that are clearly visible and noted on the delivery receipt at time of delivery will be accepted for claims. The shipper or consignee must immediately report the potential damage, loss or shortage to the carrier via email or by fax with digital photographs.
- (B) In the case of damage, the carrier may exercise the right to arrange for a cargo damage inspection and take photographs. In the meantime, the consignee must not unpack, disturb or discard any of the packaging or product. The carrier may waive this requirement if digital photographs are provided.
- (C) A claim for overcharges, shortages and damages shall not be paid unless a notice of intent to claim is received in writing by the carrier within 60 days from date of delivery (or from the date of invoice in the case of overcharges). Claims shall be accompanied by sufficient information to allow the carrier(s) to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known. The following information is the minimum required on the Notice of Intent:
 - 1. Shipper and Consignor
 - 2. Origin and Destination
 - 3. Shipping date
 - 4. Shipment detail
 - 5. Description of overcharge, shortage or damages
 - 6. Approximate value of claim
 - 7. Purported cause of the damage if applicable
 - 8. Current location of the damaged merchandise if applicable
- (D) The final details of the claim must be submitted within 9 months of the date of the shipment along with a copy of the paid freight bill. The following documentation is required at a minimum:
 - 1. Paid freight invoice
 - 2. Final Claim amount
 - 3. Original Bill of Lading
 - 4. Packing Slips
 - 5. Delivery Receipt
 - 6. Suppliers Invoice showing value of goods
- (E) The carrier will process the final claim within 60 days and inform the claimant of the decision in writing. In the event that the carrier is liable, the customer must sign a final release which will include the granting of a right to the proceeds of salvage (if applicable) to the carrier. In the event that the product has been disposed of without agreement, the carrier may deduct a salvage value from the claim amount. Once the final release has been received by the carrier a cheque will be couriered to the claimant.

NOTE 1: Claims must be in excess of \$100.00 per claim for damage or shortage and in excess of \$10 per claim for overcharges.

NOTE 2: Unless otherwise agree, all shipments tendered to Carrier will be subject to a maximum liability not exceeding \$2.00 per pound.

NOTE 3: Claims are limited to a maximum of \$50,000 per shipment.

NOTE 4: Claims must be submitted by the beneficial owner of the cargo. Claims by third parties and/or freight brokers will not be accepted.

ITEM 810 LIABILITY AND RISK - DANGEROUS ARTICLES

On shipments moving under the Regulations for the Transportation of Dangerous Goods Act, the following charges, in addition to all other lawful charges, will apply:

- Each shipment weighing, or billed as weighing < 999 lbs. - \$30.00
- Each shipment weighing, or billed as weighing 1,000 - 9,999 lbs. - \$60.00
- Each shipment weighing, or billed as weighing 10,000 - 19,999 lbs. - \$100.00
- Each shipment weighing, or billed as weighing 20,000 lbs - truckload - \$175.00

NOTE 1: If escort services are not provided by the shipper or consignee, an additional charge of \$100.00 per hour per man will be assessed, plus \$2.60 per mile if escort vehicle is required.

NOTE 2: Unless otherwise agree, all shipments tendered to Carrier will be subject to a maximum liability not exceeding \$2.00 per pound.

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ITEM 820 LIABILITY AND RISK - IMPRACTICAL OPERATION

The carrier shall not be required to pick-up from or deliver to, locations where, due to conditions of streets, roads or highways it is impractical to operate motor vehicles. When asked to do so and towing charges are incurred, the charges are for the account of the party requesting the service.

ITEM 825 LIABILITY AND RISK - LOAD LIMITS

- (A) Carrier shall not be required to handle on one vehicle weights in excess of legal load limits.
- (B) Where no facilities are available to ascertain the correct weight of a shipment before travel on the public highways, shipper will be required to state the maximum possible weight of the shipment. Where the actual weight of the shipment is later found by public authority to exceed "Shippers Declared Maximum Weight" by an amount which results in a fine or penalty on the carrier, each fine or penalty shall be added to other charges accruing herein.
- (C) A fee of \$5,000 per occurrence will be assessed against the customer in the event that the shipper knowingly or unknowingly loads or allows freight to be loaded into trailers or containers that is, or becomes in transit, overweight, over-axle, improperly loaded and/or secured, leaking, off gassing and/or in any way contaminates the equipment, cargo or environment in addition, to any fines, claims, penalties or expenses incurred by the carrier (including but not limited to towing, storage, re-working, securement, clean-up, remediation, detention etc).

ITEM 830 LIABILITY AND RISK - PROPERTY OF EXTRAORDINARY VALUE

The following property will be shipped at owner's risk unless otherwise agreed in writing:

1. Personal effects; adders;
2. Bank Bills, Coin or Currency;
3. Cigarettes or alcohol;
4. Electronic equipment like computers, printers, photocopiers, monitors, televisions, video game consoles, home theatre equipment etc.
5. Artwork like paintings, drawings, vases, tapestries, prints, fine art, statuary, sculpture, collectors' items, customized or personalized musical instruments;
6. Film, photographic images, including photographic negatives, photographic chromes, photographic slides;
7. Furniture or appliances;
8. High value articles such as antiques, coins, stamps, sports cards, souvenirs, collectibles, jewelry, watches, gems, stones, or industrial diamonds;
9. Glass such as signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, or any other commodity with similarly fragile qualities;
10. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts;
11. Precious metals like gold, silver or platinum;
12. Property that is susceptible to humidity causing rust;
13. Materials which congeal, solidify or freeze above normal temperature of 32 degrees Fahrenheit;
14. Valuable Papers of any kind including business records of any type, deeds, stocks, bonds, traveler's checks, lottery tickets, money orders, prepaid calling cards, bond coupons and bearer bonds; or
15. Any shipment that is not properly prepared or loaded for transport.

ITEM 835 LIABILITY AND RISK - OWNER'S RISK

Any shipment that is shipped at the Owner's Risk shall relieve the carrier from liability for any loss or damage to the shipment.

ITEM 840 LIABILITY AND RISK - PACKAGING

The shipper shall comply with standard industry practices for the packaging, marking and loading freight for shipment. The transportation charge on articles which fail to comply with packing requirements, when failure to comply is discovered after articles have been accepted for transportation, will be calculated at 200% of the applicable tariff rate. Shipments tendered to the carrier will be at owner's risk of damage if tendered improperly marked, packaged, sealed, crated or otherwise unprotected from the rigors of normal transportation of goods.

ITEM 845 LIABILITY AND RISK - NO LIABILITY

The carrier will not be liable for:

- (A) Damage, shortage or loss of any product or goods shipped at Owners Risk as defined by this tariff or otherwise.
- (B) Damage, shortage or loss caused by improper or inadequate packaging, sealing, crating, loading, securing, or by any action or inaction that renders the good or product unable to withstand the ordinary rigours of transportation.
- (C) Hidden damage.
- (D) Damage, shortage or loss on shipments tendered to carrier as Shipper's load and count.
- (E) Damage, shortage or loss caused by Inherent defects/vice of the product or goods shipped;
- (F) Damage, shortage or loss as a result of infidelity, dishonesty or willful misconduct of any person in the employment of the carrier, any interline partner, agent or representative of the carrier.
- (G) Damage, shortage or loss as a result of conditions beyond the carriers control including but not limited to fire, explosions, lockouts, strikes, labour disputes, war, insurrection, terrorist attack, derailment, acts of public enemies, acts of governmental authority, embargos, quarantines, or acts of God including floods, tornadoes, earthquakes, unusually severe weather, natural disaster.
- (H) Damage, shortage or loss as a result of direction to the carrier by the consignor, consignee or agents/representatives thereof.

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- (I) Any costs or penalties arising from late deliveries or missed appointments. The carrier is not responsible for consequential loss or fine as a result of delay in delivery or non-compliance of consignee's procedures. In no way shall the carrier be liable to the customer, owner, consignor, consignee or any third party for any damages, costs, or loss of profit resulting from failure to deliver, delayed delivery, loss or damage to goods, regardless of the cause of such event.
- (J) Damage or loss where the Carrier has not inspected the cargo and there are no photographs of the cargo prior to it being moved, unpacked, discarded or otherwise disturbed.
- (K) Damage, shortage or loss of any product or goods that were undelivered and in the possession of the carrier for more than 14 days from the date that the goods were available for delivery, redelivery or return by the carrier to the consignor, consignee or other party as the case may be regardless of whether storage charges were assessed or not.
- (L) Damage limited to cartons or packaging only.

ITEM 850 LIABILITY AND RISK - PROHIBITED ARTICLES

The following property will not be accepted by the carrier for shipment under any circumstances:

- | | | |
|---|---|---|
| <ul style="list-style-type: none">• Aircraft disk brakes• Biological products• Carbon black• Corpses• Cream, fresh• Cultures of Etiologic agents• Diagnostic specimens• Etiologic agents• Explosives (All classes & divisions including ammunition)• Firearms• Flammable Solids• Fruits, fresh• Garbage• Hazardous Waste• Meat, fresh• Milk, fresh | <ul style="list-style-type: none">• Liquids, in bulk• Medical waste• Nitrocellulose• Poisonous/Infectious Substances• Radioactive substances• Tires - used, defective, scrap, salvage, waste• Vegetables, fresh• Vehicles, Motorized/Self Propelled• Poisons of any kind.• Nitrocellulose• Nitrogen Fertilizer• Nitrostarch• All Polychlorinated Biphenyl or PCB-contaminated waste.• Poison Inhalation Hazard | <ul style="list-style-type: none">• Material• Batteries, electric storage, old or used, dry or wet,• Live creatures, including livestock & poultry.• Scrap metal• Animal feed, fishmeal, hides, skins• Bulk commodities - shoveled, scooped or forked• Propane fuel or portable heaters• Contraband freight• Freight liable to damage other freight or the carriers vehicle |
|---|---|---|

In addition, to any fines, claims, penalties or expenses incurred by the carrier, a fee of \$500 per occurrence will be assessed against the customer in the event that the shipper knowingly or unknowingly ships prohibited articles with the carrier.

ITEM 855 LIABILITY AND RISK - DAMAGE TO CARRIER EQUIPMENT

The shipper or consignee shall be responsible for reporting any damage to and paying for repairs to the carrier's equipment including but not limited to power units and vehicles, trailers and containers caused by the shipper or consignee as the case may be. The repair bill will be assessed against the customer regardless of the party responsible for the damage plus a service fee of \$50 per occurrence.

ITEM 860 LIABILITY AND RISK - MISUSE OF CARRIER EQUIPMENT/CLEANING

The shipper or consignee shall ensure that the carrier's equipment is not used for any purpose that is not within the scope of the service contracted for or otherwise explicitly agreed to by the carrier (misuse). Misuse includes but is not limited to movement of the carrier's equipment without an interchange agreement; improper, unbalanced and/or dangerous loading; over-axle and/or over gross loading; load shifting; and contamination and/or infestation. In addition, misuse shall include the failure of the consignee to ensure that the carrier's equipment has been completely unloaded, cleared of debris/dunnage, clean and suitable for continued use.

A misuse fee of \$500 per occurrence will be assessed against the customer regardless of the party responsible for the misuse in addition to any and all other railway tariff charges, expenses, charges, fees, penalties, fines, tolls, public charges etc.

In addition to the above the cost of repair, fumigation, de-contamination, clean-up, remediation and/or the cost of readjusting, transferring, securing, re-packing, reducing a shipment, special handling, storage, labour and/or materials and/or any other expenses incurred as a result of any misuse will be assessed to the Customer plus a 25% fee.

In addition, the Customer agrees to indemnify, defend and hold APPS harmless from any and all claims, liabilities, fines, penalties, costs, losses, liens, causes of action, suits, demands, judgements, expenses, and damages (including, without limitation, court costs and attorneys' fees) resulting, in whole or in part, from and misuse of carrier equipment.

ITEM 870 LIABILITY AND RISK - SHIPMENT OF HEAVY LADING INCLUDING WIRE AND/OR CABLE REELS

The party paying the transportation charges whether that party is the shipper, consignor, consignee, receiver or a third party and notwithstanding who requested or required the service (hereinafter referred to herein as "the Customer") agrees to comply with the following conditions for Intermodal and highway shipments

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of heavy lading including but not limited to wire and/or cable reels shipped in trailers or containers furnished by and released to APPS.

- (A) By tendering a shipment of heavy lading including but not limited to wire and/or cable reels to APPS Transport Group or any related company including but not limited to APPS Express Cartage and APPS Cargo Terminals (hereinafter referred to as **ATG**), the Customer also agrees to load the shipment in compliance with provincial, federal, CNR, CPR, AAR and ATG rules and regulations including weight distribution, blocking and bracing as amended from time to time. Customer agrees to ensure the proper blocking and bracing of shipments to prevent any occurrence of longitudinal or lateral movement during the entire transport cycle when using this method. Customer agrees that wire and/or cable reels will not exceed 12,500 lbs per reel including bracing and support material.
- (B) By releasing the trailer or container to APPS, the Customer warrants that the trailer or container shall be inspected and is in proper condition for transport of heavy lading including wire and/or cable reels prior to loading. The Customer shall ensure that any trailer or container that is not in proper condition for the transport of heavy lading including wire and/or cable reels shall be rejected.
- (C) Acceptance for transportation of a trailer or container containing heavy lading including wire and/or cable reels by APPS Transport Group that is not in compliance with this agreement shall not release the Customer from its obligations.
- (D) The Customer agrees to indemnify, defend and hold APPS harmless from any and all claims, liabilities, fines, penalties, costs, losses, liens, causes of action, suits, demands, judgements, expenses, and damages (including, without limitation, court costs and attorneys' fees) resulting, in whole or in part, from: a. the improper blocking and bracing or loading of heavy lading including Wire and/or cable reels; b. the use of a container or trailer that is for any reason unsuitable for the movement of heavy lading including Wire and/or cable reels.
- (E) Insurance: The Customer shall ensure that it has commercial general liability insurance including bodily injury, death, property damage, cross liability and Environmental Impairment Coverage on a Sudden and Accidental coverage basis, with liability coverage in an amount of not less than \$5,000,000 per occurrence. It is understood that the employees of the Customer shall not be considered employees of APPS and its affiliated companies. Upon the written request of APPS, the Customer shall provide to APPS evidence of such insurance and such insurance shall not be subject to cancellation and/or alteration in a manner material to this Agreement except after at least thirty (30) days prior written notice to APPS. APPS shall not be responsible for the payment of any premiums with respect to such insurance, and shall not be responsible for notifying the insurers of any occurrence or accident. The Customer agrees that the insurance provided herein does in no way limit the Customer's liability pursuant to the Indemnity provisions of this Agreement.
- (F) When reference is made hereto, ALL of the following charges may apply:
 - a. Reconsignment
 - b. Redelivery
 - c. Refusal
 - d. Extra Stop or drop fees
 - e. Detention
 - f. Driver Wait time
 - g. Re-work
 - h. Extra labour
 - i. Over weight/axle charges, fees, fines, scale charges, from railways, government authorities, third parties; etc

ITEM 875 LIABILITY AND RISK - REFUSED FREIGHT

The liability of the carrier for refused freight shall be that of a public warehouseman. The Carrier shall take reasonable care and diligence to protect the goods from loss, damage and theft as required by law but all goods are stored at Owner's risk of loss or damage after the refusal.