

# SHIPPER'S GUIDE









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This guide has been prepared to assist customers when shipping with APPS Transport Group.

### 1. APPS Transport Group

The APPS Transport Group is comprised of separate business units delivering transportation products that can be purchased independently or as part of an integrated solution. The APPS Transport Group companies include the following business units:



**APPS International** focuses on North/South traffic and offers our customers excellent truck and intermodal coverage and capacity for their Canada/USA shipments.



**APPS Express** provides daily service to hundreds of cities and towns between the provinces of Ontario, Quebec and Atlantic Canada.



**APPS West** provides intermodal TL and LTL service from Ontario to all Western Canada centres. Flexible products include assembly and distribution, pool distribution and/or full load consolidation.



**APPS Cargo Terminals (ACT)** is our full-service Western Canada operation with five terminals providing LTL and TL service between all Western provinces including refrigerated and heated service.

Appendix A includes details about the APPS Transport Group's operating authorities, licences and insurance.

#### 2. Become a Customer

Every new customer must have a customer ID number, rates and a line of credit established. You can submit a credit application online by visiting www.appsexpress.com and completing the form or by filling out Appendix B and faxing it to 1-905-451-2778 or 1-604-946-8877 for APPS Cargo Terminals.

The next step is to get rates.

In general, freight rates are based on many factors, including:

- 1. The distance the shipment is moving
- 2. The shipment's weight
- 3. The density of the commodity being shipped
- **4.** The commodity's susceptibility to damage
- **5.** The value of the commodity
- **6.** The commodity's loadability and handling characteristics

You can get a spot quote online at www.appsexpress.com but the better we know you as a customer the more opportunities there will be for mutual benefit. So please take the time to complete the Tariff Request on our website (www.appsexpress.com) or by filling out Appendix C and faxing it to 1-905-451-2778 or 1-604-946-8877 for APPS Cargo Terminals. If you need any assistance, do not hesitate to call 1-800-465-2513 or 1-866-247-2960 for APPS Cargo Terminals.

#### 3. Where and When?

APPS Transport Group offers coast to coast transportation solutions linking the major population centres in North America with daily service. A list of sample transit times to and from major centres by service offering is attached as Appendix D. For other locations not specifically shown, please call 1-800-465-2513 or 1-866-247-2960 for APPS Cargo Terminals.

Appendix E lists our terminal locations in Canada with phone numbers.

### 4. Equipment Types and Weights

APPS has the equipment required to meet each shipper's needs. The APPS fleet consists of 36', 48', 53' tandem trailers, straight trucks, curtain sides and 20', 40', 45' 48' and 53' containers (including 53' heaters). The general equipment specifications and capacities for trailers and containers are attached as Appendix F.

The maximum cargo weight and axle load restrictions on shipments varies from state to state and from province to province. Consult Appendix G attached to this guide or online for general information but for specific information please call 1-800-465-2513 or 1-866-247-2960 for APPS Cargo Terminals.

# **5. Placing Orders**

APPS will endeavour to accommodate every load tender/pick up request. The LOAD ORDER is the most important communication to APPS from the Shipper. It is crucial that the Shipper provides timely, legible and complete information to ensure that freight arrives at the right place at the right time. The more notice APPS receives the better we are able to accommodate orders. Orders can be placed online through our website at www.appsexpress.com or fill out the LOAD ORDER FORM attached as Appendix H and fax it to 1-905-861-2799 or 1-604-946-8877 for APPS Cargo Terminals. If the load form is not convenient, you can call or email your pickup request but make sure that you have the following information:

- Shipper name, city and address
- Nature and exact details of the shipment
- Type of equipment required
- Consignee name, city and address
- Date and time the pickup is required
- Any special delivery or handling requirements

# 6. Preparing Your Freight

Proper packaging and palletizing are crucial to trouble-free shipping. Many claims and damages arise from improper or unsecured packaging.

For a guide to packaging your shipment to ensure it arrives in good condition see Appendix I or go online to www.appsexpress.com for further details.

# 7. Bills of Lading and Shipping Documents

The Bill of Lading is the most important document that APPS receives from the Shipper. It serves many purposes including the receipt from Athe carrier that the goods were received, shipping instructions, important contractual terms including limitations of liability and proof of delivery by the carrier once signed by the consignee. The APPS Straight Bill of Lading is attached as Appendix J and can also be downloaded from the website at no charge. If a Shipper completes their own Bill of Lading then the shipment will be subject to APPS Tariff 100 and the statutory/ regulatory terms and conditions will still apply. For intermodal loads, please ensure that a copy of the Bill of Lading (and other paperwork) is left INSIDE the loaded container.

# 8. Cross Border and Logistics Services

APPS Transport Group provides cross border and logistics support for all our customers. If you have a shipment in or out of the USA or require specialized equipment or have a hot shot load, assistance is only a phone call or email away. APPS International can move your truck or intermodal loads to and from anywhere in North America. For more infomation, please call 1-800-465-2513 or send an email to freight@appsexpress.com.

### 9. Safety and Dangerous Goods

APPS does allow the transport of dangerous and/or hazardous goods but certain rules and restrictions apply. The following are SOME of those restrictions:

- The Shipper is responsible for identifying whether there is any dangerous or hazardous goods in their shipment.
- The Shipper must provide a shipping document that contains legible and accurate descriptions of all dangerous goods.
- A copy of the required documentation must accompany the shipment.
- The Shipper shall affix the appropriate safety placards required to be displayed on the unit.
- The rules for rail (intermodal) shipments may vary from those for road transportation.
- The law REQUIRES that a Shipper of dangerous goods must be trained in the regulations.
- There are certain limited quantity exemptions from the regulations.
- · For transborder shipments, GENERALLY, compliance with legislation at origin is sufficient compliance for destination.

The foregoing is for reference only. The Shipper is responsible to check the existing rules and regulations for compliance. Severe civil and/or criminal penalties may result in the case of an accident. For more information, consult your legal advisor or go online to Transport Canada (Canada) at www.tc.gc.ca/tdg or the Office of Hazardous Materials Safety (United States).

#### 10. Electronic Business and Communication

APPS offers a wide variety of EDI capability to accelerate and simplify shipping (204 Bill of Lading), tracking (214 Shipment Status), and invoicing (210 Freight Invoice). Also, our website offers a variety of tools that allow you to place an order, trace an existing order, retrieve documents, or make payments! Please visit our site at www.appsexpress.com to explore these options. To setup an EDI transfer or an online account, contact our IT Department by calling 1-800-465-2513 or emailing support@appsexpress.com.

#### 11. Claims

APPS is committed to damage-free transportation. By working closely with customers, APPS has achieved one of the lowest claim frequency ratios in the industry. However, in the event of damage or loss to a shipment, the following steps must be taken:

Step 1 REPORT - The Receiver must note any damages/shortages on the driver's copy of the delivery receipt AT THE TIME AND PLACE OF DELIVERY. Please contact APPS immediatley to report the problem at 1-800-465-2513 or 1-866-247-2960 for APPS Cargo Terminals. If possible do not attempt to unpack or discard any of the packaging and take as many digital photos of the shipment as is where is.

Step 2 NOTICE OF INTENT - The Claimant has 60 days from the date of delivery to submit an intent to claim in writing by fax to 1-905-451-2778 or 1-604-946-8877 for APPS Cargo Terminals. If there is potentially a claim that will be filed it is important to file a Notice of Intent. This can be done by fax or online at appsexpress.com. The following information is required:

-Shipper and consignee details

-Shipping and delivery dates

-Probill number -Packing slips

-Bill of lading & delivery receipt/POD -Description of damages or shortage

-Estimated value of the loss and cause

-Number of items damaged

-Photographs

Step 3 FINAL CLAIM - The Claimant MUST submit the Final Claim form within nine (9) months from the date of the shipment. In addition to the documents already submitted with the intent to claim, the claimant must also provide the suppliers invoice (or other evidence) showing value of the goods, final claim amount and the paid freight invoice. The Final Claim form can be completed online at appsexpress.com or by completing Appendix L and faxing to 1-905-451-2778 or 1-604-946-8877 for APPS Cargo Terminals.

Step 4 SALVAGE. Retain the product as salvage for APPS to pick up. Disposal without prior written consent from APPS Transport Group will affect the outcome of the claim which may mean reversing the decision or reducing the amount to be paid by a salvage allowance.

Please note that APPS Transport Group has limits to its liability, please review items 600-800 in Appendix M of the APXG Tariff 100 for complete details.

### 12. Customer Service and Key Contacts

APPS has grown because of our "promise to perform" philosophy. Its knowledge, experience and shared commitment mean customers get a quality service in what is an increasingly demanding marketplace. All potential issues or concerns that affect service can be directed to 1-800-465-2513 or 1-866-247-2960 for APPS Cargo Terminals. Attached in Appendix N is a list of all key APPS contacts, which can also be found on our website.

#### 13. Value Added Services

Value added services are the services that go beyond the standard hauling of freight, such as detention, extra deliveries, re-consignment, etc. APPS has worked hard to simplify and consolidate our rules and tariffs for chargeable services. The payor of freight will be responsible for these extra charges, which may include:

- Equipment detention
- Shunting
- Tailgate
- Drop charges
- Protective service
- Dangerous goods

- Overweight charges
- Driver wait time
- Redeliveries
- Storage
- Inside deliveries

Customers should review the most current version of APPS Tariff 100 attached as Appendix M.

### 14. Fuel Surcharge

For over-the-road LTL shipments, APPS applies the FCA recommended fuel surcharge as adjusted weekly. All intermodal shipments have a fuel surcharge (FSC) based on the average West Texas Crude oil price, adjusted monthly (see Appendix O). To check the current FSC please visit our website at www.appsexpress.com.

# 15. Freight Invoices and Proof of Delivery

APPS freight invoices list standard information related to the shipper, consignee, freight bill number, rates and extra charges. Upon request, invoices can include additional shipment information if it is provided on the Bill of Lading; for example, booking numbers, purchase order numbers, or store numbers. Proofs of Delivery can be retrieved by accessing your online account through our website www.appsexpress.com at no extra charge. To setup an online account please contact our IT Department by emailing support@appsexpress.com. Any questions related to an invoice can be directed to our AR Department who can be reached at 1-800-465-2513 or 1-866-247-2960 for APPS Cargo Terminals.

# **APPENDIX A** — Operating Authorities, Licenses and Insurance

# **Operating Authorities, Licenses and Insurance**

Commercial Vehicle Operators Registration: 079-291-700 (ONTARIO)

**201-626-953(BRITISH COLUMBIA)** 

**AB182-0869 (ALBERTA)** 

Ontario Operating Licence: #100576

Standard Carrier Alpha Code: APXG (APPS EXPRESS)

**APCD (APPS CARGO)** 

Canadian Federal Business Number: #10023 8393 RC0001 (APPS EXPRESS)

#831057211 RC0001(APPS CARGO)

Workers Safety Insurance Board: Acct # 5859298 (ONTARIO)

Acct # 797204 AQ (BRITISH COLUMBIA)

Acct # 831057211 (ALBERTA)

U.S. DOT: **#743419** 

Insurance: Insurer: Zurich

Policy: # TPP9996250

General Liability: \$5,000,000 Automobile: \$5,000,000

Cargo: \$500,000

# **APPENDIX B** — Credit Application and Agreement





# **Credit Application and Agreement**

Company Name											
Physical Address _						Leased	d   Owned				
City		1	Province/Stat	e	Pos	tal Code/ZIP					
Mailing Address —											
City			Province/Stat	e	Pos	tal Code/ZIP					
Email Address				_							
Telephone				Fax							
Accounts Payable C	ontact Name										
Business Type (che	eck)										
☐ Sole Proprietorsh	nip	☐ Public C	ompany	☐ Partn	ership	□Priva	te Corporation				
Names of Owners/	Directors										
Name				Title							
Name				Title							
In the case of propriet on the business princi		ership, receipt	t of this form is	our authorization	to perform re	quired credit re	ference checks				
Nature of Business	(check)										
☐ Manufacturer	☐ Industr	ial	$\square$ Retail		☐ Distrib	utor	☐ Grocery				
☐ Load broker	$\square$ Consun	ner Goods	$\square$ Transp	ort Company	☐ Comm	ercial	$\square$ Other				
Length of Time in B	usiness			# of Employee	es						
Gross Annual Rever	nue			Requested Lin	oloyeesed Line of Credit						
$\square$ GST exempt											
How would you like	us to contact	you?	Phone	☐ E-ma	il	☐ Fax					
Bank Reference											
Bank				Address							
Account Number				Account Type							
Contact				Email Address	i						
Telephone			Telephone								

#### **Trade References**

(you must list at least one transportation company that you are currently dealing with)

Company Name	Contact
Address	Email address
Telephone	Fax
Company Name	Contact
Address	Email a dress
Telephone	Fax
Company Name	Contact
Address	Email address
Telephone	Fax
Company Name	Contact
Address	Email address
Telephone	
<ul> <li>2. Invoices shall be due within thirty (30) days after the date of the invoiced amount without express written authorization from</li> <li>3. Interest will accrue on all amounts due at a rate of 2% per mode.</li> <li>4. Notwithstanding the terms of payment above, in the event the</li> </ul>	m APPS.  onth.  nat the Customer's credit rating materially changes, APPS
may demand and receive immediate payment of all outstandin 5. APPS may hold the delivery of any shipment(s) pending the	- ,
6. The Customer shall be responsible for all costs incurred by AF to, all unpaid invoices, fines, penalties, damages, attorney fees,	PPS to collect any amounts due including, but not limited
7. The Customer must communicate any invoice disputes to AP the date of the invoice. Failure to advise APPS of a dispute with contents of the invoice and there will be no further right to cha	PS immediately and in any event within thirty (30) days of in this time will be deemed to be acceptance of the
8. In the event that the Customer refuses or is unable to pay any from the consignor(s) or consignee(s), as the case may be, for all charges, fines, penalties, damages, attorney fees, or other costs	ll amounts due, including, but not limited to, all unpaid
9. Third Party Customers - In the event that the Customer is not hold in trust, for the benefit of APPS, all the money the Customer in respect of the transportation and related services provided be account designated as a trust account in a bank, trust corporation money that belongs to the Customer, deposit any money received disburse the money to APPS subject to the terms and conditions.	er receives from shipper(s), consignors and/or consignees by APPS. The Customer shall maintain these amounts in an on or credit union, shall keep the money held separate from ved in the trust account without delay after its receipt, and
Name of Authorized Person (please print)	Title:

APPS Cartage Inc. 275 Orenda Road Brampton, ON L6T 3T7

Signature (Authorized Signing Officer) \_\_\_\_\_\_ Date: \_\_\_\_\_

Apps Cargo Terminals Inc 12291 Riverside Way Richmond, BC V6W 1K8

# **APPENDIX C** — Customer Shipping Profile

# **APPS Transport Group - Customer Shipping Profile**

To allow us to provide you with the best combination of transportation products, rates and services, please complete this brief questionnaire and fax to 1-905-451-2778 or 1-604-946-8877 for APPS Cargo Terminals.

# **Tell Us About Your Company**

Company Name:				
Main Address:				
Business Description:				
Sales Per Annum:				
Employees:				
Prime Contact:	Name	Phone	Email	

# **Tell Us About Your Company**

Origin	Destination/Region	LTL/FL	Avg. Shipment (wgt/pcs/plts)	Shipments/ Day	Shipments/ Week	Transit.

# **Freight Characteristics - FL**

Shipper	Origin	Commodity	Skids/ Loads	Weight	Equipment Length	No. Pick Ups	Transit

# **Freight Characteristics - LTL**

Shipper	Origin	Avg. Piece/ Carton Size	Avg. Piece/ Carton Weight	Base	Wt	Ht.	Stackable	Туре	Cube	Weight	Density	Value/ lb

# **Shipping Locations – LTL**

Origin	Shipper Type (Plant, Warehouse, DC, Xdock)	Op Hrs.	Live/ Drop	Shunt (Y/N)	Avg. Load Time	Pool Appt.	PU Appt.	PU AM/ PM	Driver Helper Assist	LTL/FL	#Door

# **Shipping Locations – FL & LTL**

Origin	Shipper Type (Plant, Warehouse, DC, Xebec)	Op Hrs.	Live/ Drop	Shunt (Y/N)	Avg. Load Time	DEL Appt	DEL AM/ PM	Pallet Jack/ Tallgate	Driver Helper Assist	LTL/FL	#Door

# **High Attention Freight**

Туре	Description	Shipments Per Week
Dangerous		
Heat		
High Value		
Special Handling		
Heavy		
Urgent		
Other		

# **Accessorials**

Item	Current
Fuel	
Driver Wait	
Detention	
Re-delivery	
Extra Stops/Pick-ups	

# **APPENDIX D** — Transit Times

### **Domestic Canada**

				Days in Tra	nsit				
To/From	NS	NB	NL	QC	ON	MB	SK	AB	ВС
NS	1	2	3	2	3	<u>'</u>		)	<u>*</u>
NB	2	1	3	2	3	<u>-</u>		)	<u>*</u>
NL	3	3	1	4	5	<u>*</u>	<u>+</u>	<u>#"</u>	<u>##</u>
QC	2	2	4	1	1	<u>-</u>	)		)_
ON	3	3	5	1	1	<u>&amp;</u>	(	<u>'</u>	(
MB	<u>'</u>	<u>'</u>	*	<u>'</u>	<u>&amp;</u>	1	2	3	4
SK			<u>+</u>	)_	(	2	1	2	3
AB	)_	)_	<u>#"</u>	(	<u>'</u> _	3	2	1	2
ВС	*	*	<u>##</u>	)_	<u>(</u>	4	3	2	1

@afWe#ž6Sk" WcgS'eVSkaXb[U]gb\$z3VV a` WVSkAdTWka` Vba[ feXadTafZ b[U]gbS`VVWfhWkXad>F>ž%FG5`efff\_ WeSdWSbbdaj [\_SfW5`Vi [^\VVWbWVa` shipVSkaXi WWYS`VeWSea`S{fkz&zG`VWdeUadWdW6dVeWfe[ fWd\_aVS^eWdh[UW

### **Transborder**

	Days in Transit					
Between	MTL	TOR	SAS/WPG	CAL/EDM	VAN	MONC/HAL
West-Pacific	5 - 9	4 - 8	4 - 5	2 - 4	1 - 2	6 - 9
West-Mountain	5 - 8	4 - 7	3 - 5	2 - 4	2 - 3	6 - 9
Midwest-West	4 - 6	3 - 5	2-6	3 - 7	4 - 8	6 - 8
Midwest-East	4 - 6	3 - 5	3 - 6	4 - 7	5 - 8	5 - 8
South-West	5 - 8	4 - 7	4 - 8	4 - 9	4 - 8	6 - 9
South-East	4 - 8	4 - 7	4 - 8	5 - 9	5 - 9	5 - 9
South Atlantic	3 - 8	3 - 7	4 - 8	4 - 9	5 - 9	5 - 9
Northeast	1 - 2	1 - 3	4 - 8	5 - 9	6 - 9	3 - 7

# **APPENDIX E** — Terminals

#### **Ontario**

APPS Transport Group (Head Office) 275 Orenda Road Brampton, ON L6T 3T7 905-451-2720 Toll free 1-800-465 2513



#### **Vancouver**

APPS Cargo Terminals (Western Head Office) #130 - 8151 Churchill Street Delta, BC V4K 0C2

604-940-3355 Toll free: 1-866-247-2960

#### Kelowna

APPS Cargo Terminals 1545 Hardy Street Kelowna, BC V1Y 7W9

250-762-4900 Toll free: 1-877-941-2777

# **Kamloops**

APPS Cargo Terminals 641B Athabasca St. West Kamloops, BC V2H 1C5

250-372-5022 Toll free: 1-877-941-2777

# **Calgary**

APPS Cargo Terminals 2020 Centre Street NE Calgary, AB T2E 0B1

403-252-4848 Toll free: 1-877-352-4848

#### **Edmonton**

APPS Cargo Terminals 15305 – 128th Avenue NW Edmonton, AB T5V 1A5

780-439 8484 Toll free: 1-855-837-8484



# **APPENDIX F** — Equipment Specs - Trailer and Container Types/Specifications

# **Trailer and Straight Truck Specifications**

53 Foot Air Ride Dry Vans — Tandem (Roll-up and Swing Doors)					
Length: 52 ft 5 in Height: 110 in 48 in x 40 in = 30 Pallets					
Width: 102 in Useable cube: 4050 48 in x 42 in = 30 Pal					
48 Foot Curtainside Decks - Tandem and Tridem					
Length: 48 ft	Width: 102 in	Height: - 108 in			
	26 Straight Trucks				
Length: 26 ft	Height: 94 in	48 in x 40 in = 14 Pallets			
Width: 98 in	Useable cube: 1750	48 in x 42 in = 12 Pallets			

# **Container Types and Specifications**

	53 Foot Dry Container – Tridem	
Interior Dimensions	Door Opening	Palletized Loads
Length: 52 ft 5 in	Width: 97 in	48 in x 40 in = 30 Pallets
Width: 98 in	Height: 107 in	48 in x 42 in = 30 Pallets
Height: 107 in	Useable Cube 3,830	
	53 Foot Heated Container – Tridem	
Interior Dimensions	Door Opening	Palletized Loads
Length: 52 ft 2 in	Width: 97 in	48 in x 40 in = 30 Pallets
Width: 97 in	Height: 103 in	48 in x 42 in = 28 Pallets
Height: 103 in	Useable Cube 3,730	
	Steamship 40 Foot Dry Container – Tridem	
Interior Dimensions	Door Opening	Palletized Loads
Length: 39 ft 6 in	Width: 92 in	48 in x 40 in = 18 Pallets
Width: 92 in	Height: 90 in	48 in x 42 in = 18 Pallets
Height: 94 in	Useable Cube 2,395	
	Steamship 20 Foot Dry Container – Tridem	
Interior Dimensions	Door Opening	Palletized Loads
Length: 19 ft 4.5 in	Width: 92 in	48 in x 40 in = 8 Pallets
Width: 92.5 in	Height: 90 in	48 in x 42 in = 8 Pallets
Height: 94 in	Useable Cube 1,169	

# **APPENDIX G** — Maximum Payload

# **Maximum Payloads for Intermodal Units**

Origin:	Nova Scotia; P.E.I.; New Brunswick; Origin: Saskatchewan; Manitoba Ontario; Quebec; Alberta; B.C.	Origin: Destination:	Saskatchewan; Manitoba Nova Scotia; P.E.I.; New Brunswick; Ontario; Quebec; Alberta; BC		
Destination:	Saskatchewan; Manitoba	Equipment	Maximum Payload (lbs)		
Equipment	Maximum Payload (Ibs)	53' Dry	57,300		
53' Dry	57,300	53' Heated	55,930		
53' Heated	55,930	20' Dry	55,000		
20' Dry	55,000	40' Dry	60,000		
40' Dry	60,000	40' Insuls	58,000		
40' Insuls	58,000				
	•	Origin:	Quebec (spring thaw)		
Origin:	Anywhere in Canada and Mexico	Destination:	Alberta; B.C.		
Destination:	Quebec (Spring Thaw)	Equipment	Maximum Payload (lbs)		
Equipment	Maximum Payload (lbs)	53' Dry	49,600		
53' Dry	49,600	53' Heated	48,230		
53' Heated	48,230	20' Dry	55,000		
20' Dry	55,000	40' Dry	52,590		
40' Dry	52,590	40' Insuls	51,000		
40' Insuls	51,000	TO IIISUIS	31,000		
		Origin:	Alberta; B.C.		
Origin:	Nova Scotia; P.E.I.; New Brunswick; Ontario; Quebec	Destination:	Nova Scotia; P.E.I.; New Brunswick; Ontario; Quebec		
Destination:	Alberta, BC				
Equipment	Maximum Payload (lbs)	Equipment	Maximum Payload (lbs)		
	·	53' Dry	59,500		
53' Dry	59,500	53' Heated	58,130		
53' Heated	58,130	20' Dry	55,000		
20' Dry	55,000	40' Dry	60,000		
40' Dry	60,000	40' Insuls	59,000		
40' Insuls	59,000		6 1 1161 1161		
Origin:	Nova Scotia; P.E.I.; New Brunswick; Origins: Ontario; Quebec	Origin: Destination:	Canada, U.S.A. U.S.A. U.S.A. Canada U.S.A.		
Destination:	Nova Scotia; P.E.I.; New Brunswick; Ontario; Quebec				
Equipment	Maximum Payload (lbs)	Equipment	Maximum Payload (lbs)		
	•	53' Dry	41,000		
53' Dry	61,700	53' Heated	38,900		
53' Heated	60,330	20' Dry	37,000		
20' Dry	55,000	40' Dry	44,000		
40' Dry	60,000	45' Dry	42,000		
40' Insuls	60,000	40' Insuls	39,000 *		
		40' Insuls Dry	42,200 *		
-		_ Service	* Underslung genset chassis		
Origins:	Mexico U.S.A. Mexico Canada		d limits apply to shipments served over US terminals. Please		
Destinations:	U.S.A. Mexico Canada Mexico		ccount manager to verify payloads for US shipments served over a		
Equipment	Maximum Payload (lbs)		inal (either at origin or destination).		
53' Dry	41,000 41,000 55,000** 55,000**	** Refer to Spring Thaw limits where / when applicable			

#### **Terms & Conditions**

Shippers must use the appropriate limit based on Origin, Destination and Equipment.

These are guidelines only. Actual capacity may be lower depending on the specific container, chassis and tractor combination.

Weight distribution to comply with maximum axle weights is the responsibility of the shipper.

These guidelines assume a tandem chassis for 20' equipment.

These guidelines assume a tridem chassis for equipment 40' or longer.

Numbers shown are net weights, including all pallets and dunnage.

At no time shall the net weight exceed the payload limit printed on the container.

In case of conflict, the lower limit shall prevail.

Shippers must adhere to all provincial highway limits for any given vehicle configuration.

Gross vehicle weights by province are available from the appropriate provincial ministry.

These guidelines are subject to all other rules, regulations, terms and conditions in Tariff 100.

# **Shipping Order**

Customer Instru	uctions							
Shipped From				Consigned To				
Name:	Name:							
Address:			Address:					
City:			City:					
Prov/State:			Prov/State:					
Contact:			Contact:					
Phone:			Phone:					
Fax:			Fax:					
Freight Payor			Customs B	roker				
Name:			Name:					
Address:			Address:					
City:			City:					
Prov/State:			Prov/State:	:				
Contact:			Contact:					
Phone:			Phone:					
Fax:			<u>Fax:</u>					
Customer No.:								
Shipment Type:	□ LTL	□TL						
Service Type:	☐ Road	☐ Intermodal	🖵 Ocean	🖵 Air				
	Domestic Canada	☐ Transborder						
Heat Required:	☐ Yes	☐ No						
Reefer Required:	☐ Yes	□ No						
Faccions and Described.	□ Tusiler	□ 24′	□ 20'	□ 40′	□ <i>52′</i>			
Equipment Required:	☐ Trailer	<b>□</b> 24′	<b>□</b> 36′	<b>48</b> ′	<b>□</b> 53′			
	☐ Container	<b>□</b> 20′	<b>□</b> 40′	<b>4</b> 5′	<b>□</b> 48′	<b>□</b> 53′		
General Instructions:								
Pickup: 🖵 Live 🗔	<b>□</b> Drop		Delivery:	☐ Live	e 🖵 Drop			
Reference Number:			Referenc	e Number:				
Deliver Date:			Deliver D	ate:				
Appointment Time			Appointment Time					
Contact:	Contact:							
Other:	Other:							
Special Instructions:								
No. Pkgs/Pieces	Pallets	Description of Articles	s S1	TCC:	Weight	Value (USD)		
		,			j			
			-			·		

### Required Documents from Shipper Upon Pick Up

- Canadian or US Customs Invoice
- Bill of Lading
- Other applicable documents and permits as required

# **APPENDIX I** — Preparing Your Freight

1. Choose the right carton – It is important that you confirm your packaging is safe and can withstand transportation and handling. One key determinant of the strength of a carton is the bursting strength. The bursting strength is a measure of how much pressure is needed on one square inch of carton to cause a break in the material. The bursting strength of a carton is generally reported in pounds per square inch. A high-quality Shipper or master carton should test at a minimum of 150lbs/sq inch. A high quality color box or inner box should test at at least 90lbs/sq inch. Carton Edge Crush Testing (ECT or ECR) is another common measure of carton strength. ECT is the force that will crush a standard size of board standing on an edge. ECT for single corrugated material ranges from 23 to 55, and for double corrugated material from 42 to 82. The measurement used is pounds per inch. The following chart shows Bursting Test and Edge Crush Test performance standards of corrugated box liners based on the combined weight of a box and its contents.

Linerboard Performance Standards					
Max Wt. Box/Contents (lbs.)	Min. Burst Test Single/Double Wall (lbs. per sq. in.)*	Min. Edge Crush Test (ECT) (lbs. per in. width)			
Single Wall Corrugated Boxes					
20	125	23			
35	150	26			
50	175	29			
65	200	32			
80	250	40			
95	275	44			
120	350	55			
Double Wall Corrugated Boxes					
80	200	42			
100	275	48			
120	350	51			
140	400	61			
160	500	71			
180	600	82			
Triple Wall Corrugated Boxes					
240	700	67			
260	900	80			
280	1100	90			
300	1300	112			

<sup>\*</sup> Minimum puncture test, Triple Wall board (in. oz. per in. of tear)

2. Void filler - Cartons that are not completely filled with material are susceptible to crushing. Loose fill protective packaging, both for cushioning and void fill, plays an increasingly important role in the packaging and distribution industries. These loose fill protective products have been made from a variety of materials, namely plastic, paper, popcorn, gelatine, pulp and starch based materials. Better yet, use a carton that properly fits the product.



3. Use good pallets: Place your items to be shipped onto an approved pallet that is in good condition without broken or missing stringers.



- **4.** Stacking the freight on the pallet: The orientation of cartons in your palletized freight shipments can have a big impact on the integrity of your shipments.
  - a. Column Stack: Column-stack loads for palletized freight. In almost all cases it increases the top-to-bottom compression strength for most palletized shipments.



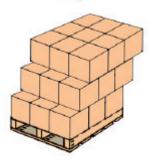
b. Interlocking Stack: If the carton contents are rigid, such as pails of paint, interlocking cartons will result in increased stability. Stack boxes corner-to-corner and edge-to-edge, for better stacking strength.



c. Overhanging Stack: Don't overhang the pallet with packaged products, because it can reduce compression strength by as much as 32 percent. Plus it subjects packages to tears, punctures and other impacts due to normal handling.



d. Pack Evenly: Pallets not stacked evenly dramatically increase the chances of damage through normal handling as a result of crushing, tipping and contact with other freight.



5. Load Protectors and Edge Boards: Top and bottom load-protector pads (corrugated pad/tray) help reduce damage to top and bottom layers of your shipment. They also help distribute the weight of top-loaded freight. Bottom load protectors provide a level surface and help keep boxes from slipping into the gap between the boards on the pallet. Corner or edge boards should run the full length of the stack to help stabilize the load, increase vertical stacking strength and reduce damage to box edges that make up the load corners.



6. Void fillers: Use void fillers such as honeycomb sheets or bars in order to add support to small stacks and provide a level surface. This will help limit the cartons to potential damage from stacking. Pallets with a level surface provide better strength and stability for even load and weight distribution when double-stacked.



7. Banding: Banding is typically used to secure the bundled load to the pallet. You should band corrugated stacks on each side as shown. As a general rule, keep the banding close to the load to avoid exposure, damage or breakage. Use steel, rayon, polypropylene, nylon or polyester strapping to secure the freight.



8. Stretchwrap: If you have not strapped the pallet, be certain that the cartons are as close to one another on the pallet as possible. If they have room to shift around after you've applied the shrink wrap the entire unit will become loose and ineffective. Stretchwrap film is critical for bundling loads and also for securing and protecting large individual pieces of freight. Wrap freight tightly to prevent load shifting. Use 70-gauge stretchwrap that sticks to itself so it can be wipe-sealed as it is applied to the stack. When machine wrapping, spiral-wrap the cartons with a minimum 50 percent overlap. Proper application includes a 3" overlap over the top of the pallet base and a 3" overlap at the top of the stack.



To manually apply stretchwrap, squeeze 8 inches or so of the end together into a loose rope shape and thread this through and around one corner of the pallet. Make your foundation strong: Wrap around the base of

corner of the pallet. Make your foundation strong: Wrap around the base of the pallet in the same direction that was begun when you made the fold. Ensure that you wrap the base enough times so that your plastic will not slip off. This is the most important step since the goal is to keep your goods on the pallet. Wrap that base at least four or five times, being careful to allow the edge of the wrap to go underneath the corners. Pull the roll tightly just before going around each corner. Spiral around the boxes in an upward direction, overlapping the film by 50 percent. When you reach the top, stretch the film diagonally over the top corners with a 3" overlap to anchor the stack vertically before spiraling back to the bottom to finish the load with a 3" overlap of the pallet base.

Secure the goods: Basically you want the entire pallet to feel like a unit. Everything should move as one, without wobbling. With that in mind, work your way up from the base so that the bottom boxes are first to be "married" with the pallet. Continue wrapping so that the next layer is joined firmly to the first and so on. Be sure to take as much stretch as possible out of the plastic film while you are wrapping.

Test and finish: When you reach the top of the pallet you can either end there or wrap back down the pallet again. To decide what is needed, try pushing the upper boxes to see if the load seems tight or loose. If you see the plastic ripple or the stack wobble, you either didn't wrap tightly enough or it needs more layers. Go around it a few more times, working your way back down to the base. When the stack is firm, tear the film apart from the roll and fold the end of it under the edge of one of the wraps at the side of the pallet. This will keep your wrap job from coming undone.



# **APPENDIX J** - BILL OF LADING



APPS TRANSPORT GROUP 275 Orenda Road Brampton, ON L6T 3T7 www.appsexpress.com



APPS CARGO TERMINALS #130 - 8151 Churchill Street Delta, BC V4K 0C2 www.appscargo.com

# **BILL OF LADING**

**BRAMPTON** 

PICK-UP LINE 905.861.2772 PICK-UP FAX 905.861.2799

#### VANCOUVER

PICK-UP LINE 604.940.3355 PICK-UP FAX 604.946.8877

#### **CALGARY**

PICK-UP LINE 403.252.4848 PICK-UP FAX 403.252.6137

#### **EDMONTON**

PICK-UP LINE 780.439.8484 PICK-UP FAX 780.439.8488

# DATE

KELOWNA PICK-UP LINE 250.762.4900 PICK-UP FAX 250.762.4901

#### **KAMLOOPS**

PICK-UP LINE 250.372.5022 PICK-UP FAX 250.372.5054

TOLL FREE 866.231.057	TOLL FREE 8	66.247.2960	TOLL FREE 877.352.4848	TOLL FREE 855.837.8484	TOLL FREE 877.941.2777	TOLL FREE 877.941.2777			
	SH	IPPER			CONSIGNEE				
NAME				NAME					
ADDRESS				ADDRESS					
CITY		PROVINCE		CITY	PROVINCE				
POTAL CODE/ZIP		COUNTRY		POTAL CODE/ZIP	COUNTRY				
CONTACT		PHONE		CONTACT	PHONE				
EMAIL				EMAIL					
	BILL TO / 1	THIRD PARTY	<i>'</i>	FREIGHT CHARGES					
NAME				PREPAID	COLLECT	3RD PARTY			
ADDRESS									
CITY		PROVINCE		FREIGHT CI	HARGES WILL BE PREPAID UNLESS MARKED OTH	ERWISE			
POTAL CODE/ZIP		COUNTRY		OHOTE NUM	ARER				
CONTACT		PHONE		QUOTE NUMBER					
EMAIL			SHIPMENT WILL BE RATED AT TARIFF IF QUOTE NUMBER NOT NOTED						
	CUSTON	IS BROKER		DECLARED	/ALUATION \$				
NAME				DECLARED V	ALUATION \$				
ADDRESS				MAXIMUM LIABILITY \$2.00 PER LB / \$4.41 PER KG IF BLANK AND SUBJECT TO APPROVAL IN WRITING BY APPS TRANSPORT GROUP					
CITY		PROVINCE							
POTAL CODE/ZIP		COUNTRY		C.O.D. AMO	UNT \$				
CONTACT		PHONE							
EMAIL		•	EMAIL			C.O.D. FEES SHALL BE 6% OF THE C.O.D. AMOUNT SUBJECT TO A MINIMUM CHARGE OF \$28.00			

#### **SPECIAL NOTES OR INSTRUCTIONS**

				<b>DESCRIPTION OF</b>	GOODS - ALL GOODS SUBJ	ECT TO CUBE & RE-W	EIGH			
NO. OF PALLETS / SHIP UNITS	WEIGHT (LBS/KG)	DIMS (L x W x H)	PIECES		N OF GOODS	REF NO.	DANGER OUS GOODS (Y/N)	CLASS	UA/NA/PIN	PKG GROUP
TOTAL	TOTAL	TOTAL	TOTAL	SEAL NUMBER		OTHER				

#### PIECE COUNT

- □ Driver was present during loading and the pallet and piece count is confirmed
  □ Driver was present during loading and the pallet or piece count was short SHORTAGE □
  □ Driver was present during loading BUT the piece count is impractical to be confirmed STC
  □ Driver was not present during loading and neither pallet nor piece count can be confirmed STC
- ☐ Driver picked up a FULL LOAD SHIPPER LOAD AND COUNT

#### **FREIGHT CONDITION**

- ☐ Visible Damage broken product, open cartons, torn packaging, wet, crushed, leaking, other NOTES:
- Risk of Loss or Damage loose goods, insufficient labelling, unevenly stacked, packaging, overhanging/misaligned, lack of shrink wrap, tipping, other \_\_\_\_ NOTES:

#### **TERMS AND CONDITIONS**

- 1) This shipment is subject to the contractual terms between APPS Transport Group and the party paying the freight charges hereinafter referred to as Consignor. By tendering this shipment to APPS Transport Group, the Consignor agrees that this shipment shall be subject to the uniform conditions of carriage and the conditions contained or deemed to be contained in this Bill of Lading whether signed by the Shipper's representative or not.
  2) APPS Transport Group accepts this shipment subject to the conditions contained or deemed to be contained in this Bill of Lading and undertakes to carry and deliver the goods to the consignee or the person entitled to receive the goods.
  3) This shipment may be tendered by APPS Transport Group upon request of the Consignor.
  4) This shipment is subject to the uniform conditions of carriage and all applicable federal and provincial laws and regulations including but not limited to the Ontario Highway Traffic ACT (R.S.O. 1990 Chapter H.8); the Bill of lading Act (R.S.C., 1985, c.8-5); the Canada Transportation ACT (S.C. 1996, c.10); the Transportation of Dangerous Goods (S.C. 1992, c.34); Ontario Regulation 643/05 and/or the Railway Traffic Liability Regulation (C10.4–SOR/91-448) as the case may be.
  5) APPS Transport Group is not liable for any loss, damage, injury or delay to this shipment is limited the by law and by PSP Transport Group is lable for any loss, damage, injury or delay to this shipment tile intended by the PSP Transport Group fulled Traffi 100.
  6) APPS Transport Group is not liable for any loss, damage, injury or delay to this shipment tile intended by the APPS Transport Group fulled Traffi 100.
  6) APPS Transport Group is not liable for any loss, damage, injury or delay to this shipment tile intended by the APPS Transport Group is lable for any loss, damage, injury or delay to this shipment tile intended by the APPS Transport Group is lable for any loss, damage, injury or delay to this shipment tile intended by the APPS Transport Group is lable for any loss, damage

**SHIPPER CARRIER** CONSIGNEE PRINT NAME PRINT NAME PRINT NAME have received these goods in good order and condition except as noted. DATE DATE SIGNATURE **SIGNATURE** SIGNATURE TIME IN TIME OUT TIME IN TIME OUT TIME IN TIME OUT

#### UNIFORM CONDITIONS OF CARRIAGE — GENERAL FREIGHT

#### 1. Liability of Carrier

The carrier of the goods described in this contract is liable for any loss of or damage to goods accepted by the carrier or the carrier's agent except as provided in this Schedule.

#### 2. Liability of Originating and Delivering Carriers

Where a shipment is accepted for carriage by more than one carrier, the originating carrier and the carrier who assumes responsibility for delivery to the consignee (called the delivering carrier in this Schedule), in addition to any other liability under this Schedule, are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are delivered and from which liability the other carrier is not relieved.

#### 3. Recovery from Connecting Carriers

- i. The originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are delivered the amount that the originating carrier or delivering carrier, as the case may be, is required to pay for the loss of or damage to the goods while they were in the custody of such other carrier.
- ii. If there is a concealed damage settlement and the goods were interlined between carriers so that it is not clear as to who had custody of the goods when they were damaged, the originating carrier or delivering carrier, as the case may be, is entitled to recover from each of the connecting carriers an amount prorated on the basis of each carrier's revenue for carriage of the damaged goods.

#### 4. Remedy by Consignor or Consignee

Nothing in Article 2 or 3 deprives a consignor or consignee of any rights the consignor or consignee may have against any carrier.

#### 5. Exceptions from Liability

The carrier shall not be liable for loss, damage or delay to any of the goods described in the contract of carriage caused by an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, an act or default of the consignor, owner or consignee, authority of law, quarantine or difference in weights of grain, seed or other commodities caused by natural shrinkage.

#### 6. Delay

No carrier is bound to carry goods by any particular public truck or in time for any particular market or otherwise than with due dispatch, unless by agreement that is specifically endorsed in the contract of carriage and signed by the parties.

#### 7. Routing by Carrier

If the carrier forwards the goods by a conveyance that is not a public truck, the liability of the carrier is the same as though the entire carriage were by public truck.

#### 8. Stoppage in Transit

If goods are stopped and held in transit at the request of the party entitled to so request, the goods are held at the risk of that party.

#### 9. Valuation

Subject to Article 10, the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, shall be the lasser of

- i. the value of the goods at the place and time of shipment, including the freight and other charges if paid, and
- ii. \$4.41 per kilogram computed on the total weight of the shipment.

#### 10. Declared Value

If the consignor has declared a value of the goods on the face of the contract of carriage, the amount of any loss or damage for which the carrier is liable shall not exceed the declared value.

#### 11. Consignor's Risk

- i. If it is agreed that the goods are carried at the risk of the consignor, that agreement covers only such risks as are necessarily incidental to the carriage and the agreement does not relieve the carrier from liability for any loss or damage or delay that results from the negligence of the carrier or the carrier's agents or employees.
- ii. The burden of proving absence of negligence shall be on the carrier.

#### 12. Notice of Claim

- i. No carrier is liable for loss, damage or delay to any goods carried under the contract of carriage unless notice of the loss, damage or delay 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 given in writing to the originating carrier or the delivering carrier within 60 days after delivery of the goods or, in the case of failure to make delivery, within nine months after the date of shipment.
- ii. The final statement of the claim must be filed within nine months after the date of shipment, together with a copy of the paid freight bill.

#### 13. Articles of Extraordinary Value

- i. No carrier is bound to carry any documents, specie or articles of extraordinary value unless by a special agreement to do so.
- ii. If such goods are carried without a special agreement and the nature of the goods is not disclosed in the contract of carriage, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in Article 9.

#### 14. Freight Charges

- i. If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery.
- ii. If upon inspection it is ascertained that the goods shipped are not those described in the contract of carriage, the freight charges must be paid upon the goods actually shipped with any additional charges lawfully payable on the freight charges.
- iii. If a consignor does not indicate that a shipment is to move prepaid, or does not indicate how the shipment is to move, it will automatically move on a collect basis.

#### 15. Dangerous Goods

Every person, whether as principal or agent, shipping dangerous goods without previous full disclosure to the carrier as required by law shall indemnify the carrier against all loss, damage or delay caused by the failure to disclose and such goods may be warehoused at the consignor's risk and expense.

#### 16. Undelivered Goods

- If, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery cannot be made and shall request disposal instructions.
- ii. Pending receipt of disposal instructions,
- A. the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or
- B. if the carrier has notified the consignor of this intention, the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

#### 17. Return of Goods

If a notice has been given by the carrier pursuant to paragraph i of Article 16, and no disposal instructions have been received within 10 days after the date of such notice, the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which such notice has been given.

#### 18. Alterations

Subject to Article 19, any limitation in the contract of carriage on the carrier's liability and any alteration to the contract of carriage shall be signed or initialled by the consignor and the originating carrier or their agents and, unless signed and initialled, shall be without effect.

#### 19. Weights

- i. It shall be the responsibility of the consignor to show correct shipping weights of the shipment on the contract of carriage.
- ii. If the actual weight of the shipment does not agree with the weight shown on the contract of carriage, the weight shown on the contract of carriage may be corrected by the carrier.

#### 20. C.O.D. Shipments

- i. The carrier shall not deliver a C.O.D. shipment unless payment is received in full.
- ii. The charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments must be collected from the consignee unless the consignor has instructed otherwise on the contract of carriage.
- iii. The carrier shall keep all C.O.D. money in a trust fund or account separate from the other revenues and funds of the carrier's business.
- iv. The carrier shall remit all C.O.D. money to the consignor, or person designated by the consignor, within 15 days after collection.

# **APPENDIX K** — Transborder Procedures and Documents

# **Shipping Into Canada**

Moving freight over the Canada-US border is not as difficult as you may think. Our experts are here to assist you with all of your Canadian importing needs.

### 1. Before You Ship

#### **Rates & Service**

To get you the best rates and the best service options, it is important to have a clear understanding of the freight. Different jurisdictions have different rules on what can be moved, permit requirements, and maximum allowable weight. Additionally, there are physical limitations as to what can actually move within specific pieces of equipment or by certain modes of transport (i.e. air cargo). For LTL (Less-Than-Truckload), the freight charges will depend on both the weight and how much physical space it occupies in the trailer or on the deck. This standard is typically applied in either cubic feet or linear foot of trailer. To calculate the cubic foot volume, multiply the LENGTH x WIDTH x HEIGHT (all in inches) and divide that total by 1728. The final number is the **density** of your freight.

If the dimensions are not available, a US-based Shipper should be able to provide the **NMFC Class** associated with the commodity being moved. The table below illustrates the density equivalent of the various NMFC Classes.

NMFC Class	Minimum Average Density (in lbs/ft3)
50	50
55	35
60	30
70	22.5
75	15
77.5	13.5
85	12
92.5	10.5
100	9
110	8
125	7
150	6
175	5
200	4
250	3
300	2
400	1
500	Less than 1

#### **Documentation**

Documentation is a critical part of International shipping; any error can result in costly delays at the border. The following documentations are needed to ensure safe and timely movement of cargo into Canada.

### Shipper's Bill of Lading

A properly completed shipper's Bill of Lading should have following information:

- Shipping Date
- Shipper's name and address
- Shipper signature
- Country of Origin
- · Consignee's name
- Importer of Record's name and address (who is paying the freight charges)
- Destination full address (includes contact name and tel#)
- Shipper's or Consignee's order number
- · Shipment gross weight and unit of measure
- · Number of pieces in the consignment
- Complete and accurate description of the product being shipped including, but not limited to:
- NMFC Class or dimensions and actual weight
  - \* Skid or piece count
  - \* UN# if Dangerous Goods
  - \* Any delivery appointment requirements
  - \* Any specific temperature requirements
- Other government agency documents (Dangerous Goods, Quota, etc...)

#### **Commercial Invoice**

If a shipment's value is less than C\$1,600 it is classified as an LVS (Low Value Shipment) and the only document needed is the Commercial Invoice. A copy should be attached to the bill of lading. If a shipment's value is over C\$1,600 (HVS), the Shipper must complete the **Canada Customs Invoice (CCI)**. Three copies should be attached to the bill of lading, and copies sent by mail or fax to the consignee and/or the consignee's broker. (Note it is very important that the quantity/number of pieces and weight match exactly the information on the Bill of Lading). The CCI must include:

- Federal ID# of the Importer of Record
- Currency (USD or CAD)
- Country of Origin
- Date and Signature of person preparing the document(s)

#### **Export Declaration**

The U.S. Shipper's Export Declaration (U.S. Form 7525V) is no longer required for shipments to Canada except under certain circumstances. Goods that are in transit through, or being stored in Canada for ultimate re-export to another country require this document. A U.S. Department of Commerce or U.S. State Department License is required to export from the U.S.A. The goods are subject to U.S. International Arms Traffic Regulations and other US Federal Legislation (i.e. Helms-Burton Act).

#### **Exporter's Certificate of Origin**

Under the NAFTA (North America Free Trade Agreement), Duties or Taxes on certain goods made in the U.S.A. or Canada have been, or soon will be, reduced or eliminated. To benefit from this agreement, exporters / manufacturers must determine whether their goods qualify under the Rules of Origin. These agreed upon Rules of Origin define those goods and materials which are entitled to Free Trade Agreement benefits. The exporter must complete a NAFTA Exporter's Certificate of Origin and send a copy of it to the importer. This is not a transportation document and is not required to accompany the shipment. However, to claim benefits under the NAFTA at the time of entry, the importer must possess the Exporter's Certificate of Origin. It must be available if requested by customs. Customs officials in both Canada and the U.S. will accept either country's certificates. But, if the certificate is not available, the NAFTA benefits will not be applied and the appropriate Most Favored Nation tariff will be applied. Your Customs Broker can work with you to maximize your benefits under NAFTA and other programs.

### 2. Tendering a Shipment

- Email all of the details from the BOL to freight@appsexpress.com (Telephone & Fax also available)
- APPS will dispatch a driver to pick up your shipment
- Shipments will be billed into APPS system and you can start tracing the shipment
- Customs Documents will be faxed to the designated Customs Broker for PARS clearance
- We forward your original paperwork to cross the border with your shipment
- For northbound intermodal moves, in addition to sending the shipping detail to the customs broker, the Shipper MUST also fax a copy of the bill of lading and the US customs invoice to APPS at 1 905 861 2797.

# 3. When Your Shipment Arrives at the Border

Canada Customs will clear your shipment immediately through the Pre-Arrival Review System (PARS). If your shipment cannot be cleared at the border, it will move In-Bond from the border to a sufferance warehouse (or to the destination ramp for intermodal). Additional charges will apply

### 4. When Your Shipment Enters Canada

- Shipments cleared at the border are immediately routed per the delivery instructions
- Shipments not cleared at the border (moving in-bond)
  - \* Goods will be reported to Canada Customs (CBSA) upon arrival
  - \* Goods will be reported via fax to the importer of record's broker for clearance
  - \* Goods will remain in the bonded facility until an electronic release confirmation (EDI) has been received from the CBSA's Release Notification System (RNS). N.B. For road moves only.
  - \* Shipments will be delivered to the final consignee once clearance confirmation has been received through the RNS systems and any applicable extra charges have been approved

# **Shipping into the United States**

Moving freight over the Canada-US border is not as difficult as you may think. Our experts are here to assist you with all of your Canadian exporting needs.

### 1. Before You Ship

### **Your Freight**

To get you the best rates and the best service options, it is important to have a clear understanding of the freight. Different jurisdictions have different rules on what can be moved, permit requirements, and maximum allowable weight. Additionally, there are physical limitations as to what can actually move within specific pieces of equipment or by certain modes of transport (i.e. air cargo). For LTL (Less-Than-Truckload), your rates will depend on both how much the freight weighs and how much physical space it occupies in the trailer or on the deck. This standard is typically applied in either cubic feet or linear foot of trailer. To calculate the cubic foot volume, multiply the LENGTH x WIDTH x HEIGHT (all in inches) and divide that total by 1728. The final number is the density of your freight.

#### **Documentation**

Documentation is a critical part of International shipping; any error can result in costly delays at the border. Following documentations are needed to ensure safe and timely movement of cargo into the United States.

### Shipper's Bill of Lading

A properly completed shipper's Bill of Lading should have following information:

- Shipping Date
- Shipper's name and address
- Shipper signature
- Country of Origin

- Consignee's name
- Importer of Record's name and address (who is paying the freight charges)
- Destination full address (includes contact name and tel#)
- Shipper's or Consignee's order number
- Shipment gross weight and unit of measure
- Number of pieces in the consignment
- Complete and accurate description of the product being shipped including, but not limited to:
  - \* NMFC Class or dimensions and actual weight
  - \* Skid or piece count
  - \* UN# if Dangerous Goods
  - \* Any delivery appointment requirements
  - \* Any specific temperature requirements
- Other government agency documents (Dangerous Goods, Quota, etc...)

#### **Commercial Invoice**

U.S. Customs and Border Protection (CBP) requires a completed invoice, necessary for assessing duty. It must be accurate and include: supplier's name and address, a detailed description of the merchandise including quantity, weights and measurements as well as the purchase price and terms of sale. The Commercial Invoice should show the H.S. Code(s), country of origin, consignee's IRS number and the name of the custom broker. (Note it is very important that the quantity/number of pieces and weight match exactly the information on the Bill of Lading).

#### **Export Declaration**

Generally, an Export Declaration (Can. form B-13) is no longer required for shipments to the United States unless the value of the goods is over C\$2,000 and will be in-transit through the U.S. or are being stored in the U.S. for ultimate re-export to another country

### **Exporter's Certificate of Origin**

Under the NAFTA (North America Free Trade Agreement), Duties or Taxes on certain goods made in the U.S.A. or Canada have been, or soon will be, reduced or eliminated. To benefit from this agreement, exporters / manufacturers must determine whether their goods qualify under the Rules of Origin. These agreed upon Rules of Origin define those goods and materials which are entitled to Free Trade Agreement benefits. The exporter must complete a NAFTA Exporter's Certificate of Origin and send a copy of it to the importer. This is not a transportation document and is not required to accompany the shipment. However, to claim benefits under the NAFTA at the time of entry, the importer must possess the Exporter's Certificate of Origin. It must be available if requested by customs. Customs officials in both Canada and the U.S. will accept either country's certificates. But, if the certificate is not available, the NAFTA benefits will not be applied and the appropriate Most Favored Nation tariff will be applied. Your Customs Broker can work with you to maximize your benefits under NAFTA and other programs.

#### Regulated or Controlled Products OGA (Other Government Agency)

Certain commodities may require additional paperwork to be completed prior to the goods clearing into the United States. Consult with your customs broker for a more detailed list of potential requirements. Some commodities may fall under multiple jurisdictions. Each of the forms listed below can be found at <a href="https://www.cbp.gov/xp/cgov/toolbox/forms">www.cbp.gov/xp/cgov/toolbox/forms</a>

- TSCA (Toxic Substances Control Act)
  - \* Required for all shipments that contain any chemicals regardless of value (i.e. water samples, creams, powders, dangerous goods, soil, cement, etc...)
- VFD (Video Film Declaration)
  - \* Required when shipping videotapes, films or laser discs
- FCC Form 740 (Federal Communications Commission)
  - \* Required for all computer equipment, telephone equipment, or any article containing a radio frequency device

- FDA Form 2877 (Food & Drug Administration)
  - \* A declaration for all products subject to radio control standards
  - \* Required for any item that emits radiation. Examples include, but are not limited to computer monitors, laptop computers, tablet computer devices, display units, x-ray equipment and microwave ovens.
- FDA (Food & Drug Administration)
  - \* The FDA regulates, releases and, when necessary, samples commodities that can affect humans. Examples include, but are not limited to food products, oil and waxes of plants or animals, cosmetics, personal hygiene and beauty products, pharmaceuticals, minerals, chemicals, beverages, optical and medical equipment, and drugs (prescription and OTC).
  - \*The Public Health Security and Bioterrorism Preparedness and Response Act of 2002 places very specific requirements for registration of foreign food facilities as well as prior notice of importation of specific food commodities into the US. Inspection at a certified facility may be required. This may delay delivery and result in additional freight charges.
- Textile Declaration or Multiple Declaration
  - \* Required when any shipment contains textiles. Examples include, but are not limited to clothing, headwear, blankets, towels, and some furniture.
  - \* Multiple Declaration is required when goods are produced in one country with raw materials (textiles) from another (i.e. Canadian-made shirts from Chinese silk)
- Interim Footwear Invoice
  - \* Required for all types of footwear
- Declaration for Free Entry of Unaccompanied Articles
  - \* Required for all shipments that contain personal effects left behind per the recipient/consignee. If the CBP does not accept the goods as personal effects, the Shipper will need to provide additional documentation. The shipment will also be subject to duties and taxes.

#### 2. Tendering a Shipment

- Email all of the details from the BOL to **freight@appsexpress.com** for truck shipments (both TL and LTL) and **logisticscentre@appsexpress.com** for all intermodal shipments (Telephone & Fax also available)
- APPS will dispatch a driver to pick up your shipment
- Shipments will be billed into APPS system and you can start tracing the shipment
- For truck/over the road shipments, Customs Documents will be faxed to the designated Customs Broker for PAPS clearance
- For southbound intermodal moves, in addition to sending the shipping detail to the customs broker, the Shipper MUST also fax a copy of the bill of lading and the US customs invoice to 1-905-861-2797. Southbound shipments WILL NOT be in-gated at rail terminals until the shipment has pre-cleared US Customs (H1).
- We forward your original paperwork to cross the border with your shipment

#### 3. When Your Shipment Arrives at the Border

CBP will clear your shipment immediately if the Pre-Arrival Processing System (PAPS) is clean and an ACE e-manifest is generated. In most cases, a PAPS failure will become evident prior to the linehaul departure. If the shipment arrives at the border and cannot be clear customs, it may be returned to the Shipper or held at the border until it clears. In both cases, additional charges will apply.

#### 4. When Your Shipment Enters the United States

Your shipment will be delivered to the final destination per the shipping instructions.

# **APPENDIX L** — Cargo Loss and Damage Claim Form

# **APPS Transport – Cargo Claim Form**

Claimant:				Dat	e:			
Claimant's (Filer's) C	laim Number:							
Freight Bill Number:								
This final claim for: S	\$	is made agair	nst APPS Transport for:	□ Shortage □	Damage 🖵 Loss			
	signee Informatio	n:						
Shipper's Name:				e's Name:				
Origin:			Destinat					
Date of Shipping:			Date of I	elivery:				
Claim Details: Number and descript	tion of articles, nature	e and extent of loss or	damage, invoice price of	articles. All discoun	ts and/or allowances must b	e disclosed.		
Quantity:	Product Name:	Product Code:	Nature of Loss:			Value:		
					Total Amount Claimed	<i>b</i>		
					Total Amount Claimed:	\$		
The following do	cuments are subn	nitted in support	of this claim:					
Original Bill of La	ading		Original Paid Frei	ght Bill				
Packing Slips			Receiver's Inspection Report Form					
Original Supplier	s Invoice or Certified	Copy (No Fax)	x) DOD					
Photographs of I	Damage		☐ Copy of Notice	of Intent				
If this claim is for	damaged goods,	please check one	of the following:					
☐ Damaged goods	can be repaired/repa	ckaged for: \$						
Damaged goods	can be used "as is" w	ith a proposed disco	unt value of: \$					
			roposed salvage allowan	ce is: \$				
☐ Damaged goods	are available for carr	ier pickup and salva	ge					
Contact Name:								
Phone Number:			Fax Num	ber:				
Email:								
The foregoing states these statements.	ments are certified a	s true and accurate. I	understand that APPS is	relying on the fore	egoing and that I may be he	ld personally liable for		
Dated this:	Day o	of: , 2	20 at:		in:			
		,-						
Claimant's Name:			Title:					
Cammant J Manne.			HUC.					





# Rules APXG Tariff 100 Domestic Canada – LTL and FL

**Effective Date: January 1, 2015** 

www.appsexpress.com www.appscargo.com

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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 to 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** – UNFORSEEN 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, 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. 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, in one day, 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 gross weights, except that established minimum weights must be observed.
- (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) 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 150 GENERAL** – REASONABLE AND DILIGENT EFFORTS

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 PC Miler.

#### **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 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.

# **SUMMARY OF COMMONLY USED CHARGES**



**Cross Docking** \$10.00 per pallet up to \$250 per trailer for skidded freight

\$4.00 per CWT up to \$600 per trailer for loose freight

Dead Call/Spot/Drop - Full Load \$150.00 plus \$2.00 round trip mile (after 20 miles)

**Dead Call/Attempted Pickup - LTL** \$40.00 plus\$2.00 round trip mile from last stop (after 20 miles)

**Cartage Charges** 

City Haulage \$65.00 hour, minimum 4 hours Highway Haulage \$75.00 hour, minimum 5 hours After hours/Weekends/Holidays \$80.00 hour, minimum 6 hours

Tarping / Curtainside \$72.00

**Dangerous Goods - Shipper to Supply Placards** 

< 999 lbs. \$15.00 1,000 - 9,999 lbs. \$30.00 10,000 - 19,999 lbs. \$50.00 20,000 - TL \$75.00

Delivery by Appointment (LTL ONLY) \$40.00 per appointment

**Special Delivery - After Hours** 

Delivered between 6:00 P.M. and 6:00 A.M. \$150.00 per shipment \$150.00 per shipment \$300.00 per shipment \$300.00 per shipment

Detention Without Power Unit - After 24 hours Free Time

Conventional Equipment \$75.00 per day or part thereof Temperature Controlled Equipment \$150.00 per day or part thereof

**Detention With Power Unit** 

Free Time per shipment as Follows: Billed weight up to 9,999 lbs - 30 mins. Billed weight up to 19,999 lbs - 60 mins. Billed weight over 19,999 lbs - 90 mins. \$20.00 per QUARTER HOUR or part thereof after free time

Additional Labour / Swamper / Lumper / Driver Assist - Per Man

Weekdays \$35.00 per hour - 4 hrs. minimum (\$140.00) Saturdays, Sundays & Holidays \$50.00 per hour - 6 hrs. minimum (\$300.00)

Pick-Up/ Delivery Services

Hydraulic Tailgate \$40.00
Inside pick-up or delivery \$40.00
Private Residences \$40.00
Trade Shows / Exhibitions / Construction Sites \$40.00

**Protective Service** 

Billed Weight up to 19,999 lbs. (LTL) 25% of freight charges, minimum

Billed Weight 20,000 lbs & over (TL) \$35.00 20% of freight charges, minimum \$500.00

**Re-Delivery / Return of Shipment (LTL)** \$5.00 cwt; minimum \$50.00; maximum – original freight charge

Sortation / Handling of Product / Hand Bomb \$4.00 CWT - minimum \$20.00

Single Shipment Charge \$40.00 per shipment

Extra Pick Up or Delivery \$125.00 per stop plus \$2.00 round trip mile (after 20 miles)

Storage - Undelivered Freight After 48 hours free time

Shipments NOT requiring security \$2.00 per pallet per day - minimum \$25.00 per shipment \$4.00 per pallet per day - minimum \$50.00 per shipment

Excess Valuation - When Accepted 3% of the excess value - Minimum \$10.00

Motes:

**32** 

#### 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.

#### **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.
- (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 a 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 a 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.

# **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 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

# **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, 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 it 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.

- (D) Shipments occupying 10 feet of trailer space and/or 533 cubic feet or more, will be subject to a linear weight assessment equal to 1000 pounds per linear foot or 18.76 pounds per cubic foot of the trailer or container occupied as the case may be.
- (E) The greater of actual, dimensional or linear weight shall apply for rating purposes.
- (F) 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.

# **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:
    - (a) Loading or unloading service does not include 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. In the absence thereof, rates in Tariffs governed by this Tariff will not include loading or unloading, except that carrier's driver will render assistance.
    - (d) 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.

- (e) When requested by consignor or consignee and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in this Item, (Pick-up and Delivery Service) subject to a charge of \$4.00 per cwt, \$40.00 minimum charge; \$80.00 maximum charge per shipment.
- (f) If inside pick-up or delivery is requested to floors other than ground floor and such floors are inaccessible to trucks, pick-up or delivery may be made subject to a charge of \$4.00 per cwt; \$40.00 minimum charge; \$80.00 maximum charge per shipment, provided that, elevator or escalator facilities and labour, when necessary to operate same, are provided without cost to the carrier.
- (g) 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 truck equipped with a hydraulic tailgate at a charge of \$4.00 per cwt; \$40.00 minimum charge; \$80.00 maximum charge per shipment, in addition to all other charges. The charges provided in this Item will be in addition to all other lawful charges and unless Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service

# (5) 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.

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

New Year's Day Good Friday Victoria Day St. Jean Baptiste (in Quebec) Family Day (where applicable) Canada Day Civic Holiday (in Ontario) Labour Day Thanksgiving Day Day before Christmas Christmas Day Boxing 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 make delivery 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, tradeshows, 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.

# (E) 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.

# **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
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

Original rate, refused/return freight charges from terminal

before unloading and \$52.33

(2) AFTER DISPATCH FOR DELIVERY

Changes to name of consignee

Change in address within same city

Original rate plus \$52.33

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

Original rate, refused/return freight charges from original

before unloading destination plus \$52.33

# ITEM 510 PICK-UP AND DELIVERY SERVICE – DIVERSION

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 an interim stop for a shipment prior to final delivery of the shipment as a result of a demand by governmental and/or regulatory authority.

# (B) CONDITIONS:

- (1) the carrier must be satisfied that the party making the request for diversion has the authority to do so.
- (2) Carrier will make diligent effort to execute a request for the diversion but will not be responsible if such service is not affected.
- (3) 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.
- (4) Only entire shipments, not portions of shipments may be diverted.

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

- Diversion fee of \$52.33
- Within origin or destination point subject to an additional charge of \$150.00 per shipment
- Mileage at \$2.00 per round trip mile if applicable
- Stop or drop fees as applicable
- Detention as applicable
- Driver Wait time as applicable
- Extra labour as applicable
- Charges, fees, fines etc plus \$25.00 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 \$2.00 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:

- Toronto (local haul) during weekday regular hours \$65.00 per hour min 4 hours
- Beyond (highway haul) during weekday regular hours \$75.00 per hour min 6 hours
- Local or highway on weekends or weekday after hours \$80.00 per hour min 6 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 DELIVERY SERVICE** – RE-DELIVERY OF FREIGHT

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 - \$150.00 (within 20 miles)

Full Load Highway haul - \$150.00 plus \$2.00 per round trip mile to/from carriers terminal

LTL - \$5.00 cwt; \$50.00 minimum charge; maximum charge – original freight charges

# **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 - \$150.00 (within 20 miles)

Full Load Highway haul - \$150.00 plus \$2 per round trip mile to/from carriers terminal

Less Than Truckload - \$40.00

# ITEM 545 PICK-UP AND DELIVERY SERVICE – REFUSED AND RETURNED FREIGHT - LTL

- (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) Unless otherwise agreed, when reference is made hereto, the charge will be as follows:
  - \$5.00 cwt; \$50.00 minimum charge; maximum charge original freight charges

# 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 - \$150.00

Highway haul - \$150.00 plus \$2.00 per round trip mile to/from carriers terminal

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

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

• \$40.00 per appointment

This charge is not applicable if:

- the carrier is required to contact the consignee prior to delivery simply as a delivery advisal;
- the delivery is required to be made within no less than a 4 hour window; or

NOTE: This charge is in addition to after hours, weekend and holiday charges that may apply.

# **ITEM 560 SINGLE SHIPMENT CHARGE**

A single shipment picked up at one time and place, unaccompanied by any other shipments from the same pickup location and weighing less than 1,000 lbs will be subject to a \$40.00 charge in addition to all other applicable charges.

# **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 the time of actual or constructive placement 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 detention time has commenced it shall continue through Saturdays, Sundays or Holidays.
- (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 \$75.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays).
  - Temperature Controlled Equipment \$150.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays).
- (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 consigner, 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) 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.

# **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) \$35.00 per man per hour or fraction thereof min 4 hours
- After hours, weekends and holidays \$50.00 per man per hour or fraction thereof min 6 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 \$4.00 per CWT up to a maximum of \$600 per trailer/container for floor loaded freight.

# **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 20% 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 \$20.00 per shipment

# ITEM 745 VALUE ADD – SECURING FREIGHT - BLOCKING, BRACING, ETC.

- (A) Where it is necessary to 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 \$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 750 VALUE ADD** – FLAT DECK

Where a shipment requires utilization of a 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 125% 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 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, the shipment will be subject a charge of \$72.00 per shipment.

# **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) COMPUTATION OF TIME:
  - (1) Storage charges on freight awaiting transportation will begin 24 hours after freight is received by carrier, or immediately after one attempted delivery.
  - (2) Storage charges will end at 7:00 a.m. of the day which the carrier receives instructions to deliver or transport the freight, unless such instructions specify delivery or transportation at a later date, in which case charges will end at 7:00 a.m. of the date specified.
  - (3) The Carrier reserves the option, after written notice of its intention has been sent, to remove and to store in a public or licensed warehouse, freight on hand, after expiration of free time specified herein; such freight to be held there at the risk and expense of the owner and without liability to the Carrier, subject to a lien for all freight charges and all other lawful charges.
  - (4) Saturdays, Sundays and Holidays will not be included in the computation of free time, but will be included in the assessment of charges.
- (B) CHARGES: Charges will be assessed as follows:
  - Shipments NOT requiring protective service \$2.50 per cwt; minimum charge of \$25.00 per day per shipment.
  - Shipments REQUIRING protective service \$4.50 per cwt; minimum charge of \$50.00 per day per shipment.

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

**NOTE 2:** Detention will be charged in relation to freight that remains loaded on a vehicle and will not be considered as storage.

NOTE 3: Nothing in this Item will abridge the right of the carrier to handle and dispose of perishable freight.

**NOTE 4:** Carrier's liability for goods stored under the provisions of this item shall be limited to 10 cents per pound or actual value if less than 10 cents per pound.

# **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 \$24.00 will be made for each weighing or re-weighing, to be paid by the party requesting the service.

# **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:

- \$65.00 subject to the service being performed in an area local to Carrier's service area.
- \$65.00 plus a charge of \$2.00 per round trip mile to/from points beyond the Carrier's service center.
- \$15.00 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 780 VALUE ADD – C.P.C. SKIDS

The Carrier will accept shipment on CPC skids but shall not be responsible for the return of same or be responsible for any cost associated with the return or non-return to the shipper.

At Shipper's request CPC skids will be returned to the Shipper subject to the following charges and provisions:

- A bill of lading must be prepared for such return of CPC skids.
- The return will be subject to applicable charges based on applicable rates in effect subject to a weight per CPC skid of 67 pounds each.

# **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. 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 \$50.00 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.

# **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. \$15.00
- Each shipment weighing, or billed as weighing 1,000 9,999 lbs. \$30.00
- Each shipment weighing, or billed as weighing 10,000 19,999 lbs. \$50.00
- Each shipment weighing, or billed as weighing 20,000 lbs truckload \$75.00

**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 \$2.00 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.

# **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.

# ITEM 830 LIABILITY AND RISK – PROPERTY OF EXTRAORDINARY VALUE

The following property will be shipped at owners risk unless otherwise agreed in writing:

- 1. Personal effects;
- 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 LIABILTY

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.
- (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.

# **ITEM 850 LIABILITY AND RISK** – PROHIBITED ARTICLES

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

In addition, to any fines, claims, penalties or expenses incurred by the carrier, a fee of \$500.00 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 \$50.00 per occurrence.

- 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
- 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 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

# **ITEM 860 LIABILITY AND RISK** – MISUSE OF CARRIER EQUIPMENT

The Shipper or consignee shall ensure that the carriers' 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 includes but is not limited to movement of the carrier's equipment without an interchange agreement, improper loading, storage, shunting etc. A misuse fee of \$500.00 per occurrence will be assessed against the customer regardless of the party responsible for the misuse.

# **APPENDIX N** — Contacts



275 Orenda Road Brampton, Ontario L6T 3T7

Main Line Toll Free:	1-800-465-2513
Main Line Local:	1-905-451-2720
Customer Service Toll Free:	1-866-676-6266
Customer Service Local:	1-905-451-2771
Logistics Centre Fax:	1-905-861-2797
Operations Fax:	1-905-861-2799
Main Line Fax:	1-905-451-2778

# **Useful Email Groups at APPS**

New customers inquiries for products and services - sales@appsexpress.com

Canadian LTL tracking/tracing, pickups and related customer service - cs@appsexpress.com

Spot quotes or rate inquiries - rates@appsexpress.com

Full load intermodal customer service - intermodal@appsexpress.com

Cross border OTR full load and LTL, specialized and brokerage service - freight@apppsexpress.com

Information technology including online account set up and EDI - support@appsexpress.com

Invoicing, accounts receivable and billing - admin@appsexpress.com

Missing or damaged freight - OSDR@appsexpress.com

Cargo claims - claims@appsexpress.com



130 - 8151 Churchill Street Delta, BC V4K 0C2

Main Line Toll Free:	1-866-247-2960
Main Line Local:	1-604-940-3355
Customer Service Toll Free:	1-866-247-2960 x134
Customer Service Local:	1-604-940-3355 x134
Main Line Fax:	1-604-946-8877

# Useful Email Groups at ACT

New customers inquiries for products and services - sales@appscargo.com
Canadian LTL tracking/tracing, pickups and related customer service - cs@appscargo.com
Spot quotes or rate inquiries - rates@appscargo.com
Full load intermodal customer service - intermodal@appscargo.com
Cross border OTR full load and LTL, specialized and brokerage service - freight@apppsexpress.com
Information technology including online account set up and EDI - support@appsexpress.com
Invoicing, accounts receivable and billing - ACTaccounts@appscargo.com
Missing or damaged freight - claims@appscargo.com
Cargo claims - claims@appscargo.com

# **APPENDIX 0** — Intermodal Fuel Surcharge

WTI Average Price		- Juranurge : Cumulative		Applicable	Applicable
from	to	Application	Applicable Surcharge	Surcharge DOM	Surcharge INT
\$24.00	\$26.99	10.73%	10.73%	10.8%	20.8%
\$27.00	\$27.99	0.23%	10.96%	11.0%	21.0%
\$28.00	\$28.99	0.23%	11.19%	11.2%	21.2%
\$29.00	\$29.99	0.23%	11.42%	11.5%	21.5%
\$30.00	\$30.99	0.23%	11.65%	11.7%	21.7%
\$31.00	\$31.99	0.23%	11.88%	11.9%	21.9%
\$32.00	\$32.99	0.23%	12.11%	12.2%	22.2%
\$33.00	\$33.99	0.23%	12.34%	12.4%	22.4%
\$34.00	\$34.99	0.23%	12.57%	12.6%	22.6%
\$35.00	\$35.99	0.23%	12.80%	12.8%	22.8%
\$36.00	\$36.99	0.23%	13.03%	13.1%	23.1%
\$37.00	\$37.99	0.23%	13.26%	13.3%	23.3%
\$38.00	\$38.99	0.23%	13.49%	13.5%	23.5%
\$39.00	\$39.99	0.23%	13.72%	13.8%	23.8%
\$40.00	\$40.99	0.23%	13.95%	14.0%	24.0%
\$41.00	\$41.99	0.23%	14.18%	14.2%	24.2%
\$42.00	\$42.99	0.23%	14.41%	14.5%	24.5%
\$43.00	\$43.99	0.23%	14.64%	14.7%	24.7%
\$44.00	\$44.99	0.23%	14.87%	14.9%	24.9%
\$45.00	\$45.99	0.23%	15.10%	15.1%	25.1%
\$46.00	\$46.99	0.23%	15.33%	15.4%	25.4%
\$47.00	\$47.99	0.23%	15.56%	15.6%	25.6%
\$48.00	\$48.99	0.23%	15.79%	15.8%	25.8%
\$49.00	\$49.99	0.23%	16.02%	16.1%	26.1%
\$50.00	\$50.99	0.23%	16.25%	16.3%	26.3%
\$51.00	\$51.99	0.23%	16.48%	16.5%	26.5%
\$52.00	\$52.99	0.23%	16.71%	16.8%	26.8%
\$53.00	\$53.99	0.23%	16.94%	17.0%	27.0%
\$54.00	\$54.99	0.23%	17.17%	17.2%	27.2%
\$55.00	\$55.99	0.23%	17.40%	17.4%	27.4%

WTI Average Price		, Juranarya		Applicable	Applicable
from	to	Application	Applicable Surcharge	Surcharge DOM	Surcharge INT
\$56.00	\$56.99	0.23%	17.63%	17.7%	27.7%
\$57.00	\$57.99	0.23%	17.86%	17.9%	27.9%
\$58.00	\$58.99	0.23%	18.09%	18.1%	28.1%
\$59.00	\$59.99	0.23%	18.32%	18.4%	28.4%
\$60.00	\$60.99	0.23%	18.55%	18.6%	28.6%
\$61.00	\$61.99	0.23%	18.78%	18.8%	28.8%
\$62.00	\$62.99	0.23%	19.01%	19.1%	29.1%
\$63.00	\$63.99	0.23%	19.24%	19.3%	29.3%
\$64.00	\$64.99	0.23%	19.47%	19.5%	29.5%
\$65.00	\$65.99	0.23%	19.70%	19.7%	29.7%
\$66.00	\$66.99	0.23%	19.93%	20.0%	30.0%
\$67.00	\$67.99	0.23%	20.16%	20.2%	30.2%
\$68.00	\$68.99	0.23%	20.39%	20.4%	30.4%
\$69.00	\$69.99	0.23%	20.62%	20.7%	30.7%
\$70.00	\$70.99	0.23%	20.85%	20.9%	30.9%
\$71.00	\$71.99	0.23%	21.08%	21.1%	31.1%
\$72.00	\$72.99	0.23%	21.31%	21.4%	31.4%
\$73.00	\$73.99	0.23%	21.54%	21.6%	31.6%
\$74.00	\$74.99	0.23%	21.77%	21.8%	31.8%
\$75.00	\$75.99	0.23%	22.00%	22.0%	32.0%
\$76.00	\$76.99	0.23%	22.23%	22.3%	32.3%
\$77.00	\$77.99	0.23%	22.46%	22.5%	32.5%
\$78.00	\$78.99	0.23%	22.69%	22.7%	32.7%
\$79.00	\$79.99	0.23%	22.92%	23.0%	33.0%
\$80.00	\$80.99	0.23%	23.15%	23.2%	33.2%
\$81.00	\$81.99	0.23%	23.38%	23.4%	33.4%
\$82.00	\$82.99	0.23%	23.61%	23.7%	33.7%
\$83.00	\$83.99	0.23%	23.84%	23.9%	33.9%
\$84.00	\$84.99	0.23%	24.07%	24.1%	34.1%
\$85.00	\$85.99	0.23%	24.30%	24.3%	34.3%
\$86.00	\$86.99	0.23%	24.53%	24.6%	34.6%
\$87.00	\$87.99	0.23%	24.76%	24.8%	34.8%

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WTI Ave	erage Price	Surcharge	Cumulative	Applicable	Applicable
from	to	Application	Applicable Surcharge	Surcharge DOM	Surcharge IN
\$88.00	\$88.99	0.23%	24.99%	25.0%	35.0%
\$89.00	\$89.99	0.23%	25.22%	25.3%	35.3%
\$90.00	\$90.99	0.23%	25.45%	25.5%	35.5%
\$91.00	\$91.99	0.23%	25.68%	25.7%	35.7%
\$92.00	\$92.99	0.23%	25.91%	26.0%	36.0%
\$93.00	\$93.99	0.23%	26.14%	26.2%	36.2%
\$94.00	\$94.99	0.23%	26.37%	26.4%	36.4%
\$95.00	\$95.99	0.23%	26.60%	26.6%	36.6%
\$96.00	\$96.99	0.23%	26.83%	26.9%	36.9
\$97.00	\$97.99	0.23%	27.06%	27.1%	37.1%
\$98.00	\$98.99	0.23%	27.29%	27.3%	37.3%
\$99.00	\$99.99	0.23%	27.52%	27.6%	37.6%
\$100.00	\$100.99	0.23%	27.75%	27.8%	37.8%
\$101.00	\$101.99	0.23%	27.98%	28.0%	38.0%
\$102.00	\$102.99	0.23%	28.21%	28.3%	38.3%
\$103.00	\$103.99	0.23%	28.44%	28.5%	38.5%
\$104.00	\$104.99	0.23%	28.67%	28.7%	38.7%
\$105.00	\$105.99	0.23%	28.90%	28.9%	38.9%
\$106.00	\$106.99	0.23%	29.13%	29.2%	39.2%
\$107.00	\$107.99	0.23%	29.36%	29.4%	39.4%
\$108.00	\$108.99	0.23%	29.59%	29.6%	39.6%
\$109.00	\$109.99	0.23%	29.82%	29.9%	39.9%
\$110.00	\$110.99	0.23%	30.05%	30.1%	40.1%
\$111.00	\$111.99	0.23%	30.28%	30.3%	40.3%
\$112.00	\$112.99	0.23%	30.51%	30.6%	40.6%
\$113.00	\$113.99	0.23%	30.74%	30.8%	40.8%
\$114.00	\$114.99	0.23%	30.97%	31.0%	41.0%
\$115.00	\$115.99	0.23%	31.20%	31.2%	41.2%
\$116.00	\$116.99	0.23%	31.43%	31.5%	41.5%
\$117.00	\$117.99	0.23%	31.66%	31.7%	41.7%
\$118.00	\$118.99	0.23%	31.89%	31.9%	41.9%
\$119.00	\$119.99	0.23%	32.12%	32.2%	42.2%

WTI Average Price				: Juliuly: Culliululii		Applicable	Applicable
from	to	Application	Applicable Surcharge	Surcharge DOM	Surcharge INT		
\$120.00	\$120.99	0.23%	32.35%	32.4%	42.4%		
\$121.00	\$121.99	0.23%	32.58%	32.6%	42.6%		
\$122.00	\$122.99	0.23%	32.81%	32.9%	42.9%		
\$123.00	\$123.99	0.23%	33.04%	33.1%	43.1%		
\$124.00	\$124.99	0.23%	33.27%	33.3%	43.3%		
\$125.00	\$125.99	0.23%	33.50%	33.6%	43.6%		
\$126.00	\$126.99	0.23%	33.73%	33.8%	43.8%		
\$127.00	\$127.99	0.23%	33.96%	34.0%	44.0%		
\$128.00	\$128.99	0.23%	34.19%	34.2%	44.2%		
\$129.00	\$129.99	0.23%	34.42%	34.5%	44.5%		
\$130.00	\$130.99	0.23%	34.65%	34.7%	44.7%		
\$131.00	\$131.99	0.23%	34.88%	34.9%	44.9%		
\$132.00	\$132.99	0.23%	35.11%	35.2%	45.2%		
\$133.00	\$133.99	0.23%	35.34%	35.4%	45.4%		
\$134.00	\$134.99	0.23%	35.57%	35.6%	45.6%		
\$135.00	\$135.99	0.23%	35.80%	35.9%	45.9%		
\$136.00	\$136.99	0.23%	36.03%	36.1%	46.1%		
\$137.00	\$137.99	0.23%	36.26%	36.3%	46.3%		
\$138.00	\$138.99	0.23%	36.49%	36.5%	46.5%		
\$139.00	\$139.99	0.23%	36.72%	36.8%	46.8%		
\$140.00	\$140.99	0.23%	36.95%	37.0%	47.0%		
\$141.00	\$141.99	0.23%	37.18%	37.2%	47.2%		
\$142.00	\$142.99	0.23%	37.41%	37.5%	47.5%		
\$143.00	\$143.99	0.23%	37.64%	37.7%	47.7%		
\$144.00	\$144.99	0.23%	37.87%	37.9%	47.9%		
\$145.00	\$145.99	0.23%	38.10%	38.2%	48.2%		
\$146.00	\$146.99	0.23%	38.33%	38.4%	48.4%		
\$147.00	\$147.99	0.23%	38.56%	38.6%	48.6%		

# TRANSPORTATION GLOSSARY

# A

#### **ABANDONED GOODS**

Articles declared by an importer, consignee, or representative to be abandoned and therefore the property of the U.S. Government. Also applies to goods left too long in a bonded warehouse and therefore becomes the property of the U.S. Government. (19CFR127.11-127.13)

# **ABS (ANTILOCK BRAKING SYSTEM)**

Computer, sensors and solenoid valves which together monitor wheel speed and modulate braking force if wheel lockup is sensed during braking. Helps the driver retain control of the vehicle during heavy braking on slippery roads.

## **ACCESSORIAL CHARGES**

Charges for a wide variety of services and privileges that are made available in connection with the transportation of goods. Includes all charges other than freight charges.

# **ACCOUNTING DOCUMENT**

In Canada, a customs coding form used by brokers to submit complete import shipment details including HS codes, valuation, and origin information. Also called a B3 or Entry.

## **ACE (AUTOMATED COMMERCIAL ENVIRONMENT)**

A commercial trade processing system developed by CBP to facilitate legitimate trade and strengthen border security.

# **ACI (ADVANCED COMMERCIAL INFORMATION)**

A CBSA risk management program for identifying high-risk shipments prior to their arrival in Canada.

# **ACIS (AUTOMATED CUSTOMS INFORMATION SYSTEM)**

CBSA computerized, bilingual, 24/7 telephone service that automatically answers all incoming calls and provides general pre-recorded customs information.

# ACROSS (ACCELERATED COMMERCIAL RELEASE OPERATIONS SUPPORT SYSTEM)

CBSA technology system that allows importers and brokers of low-risk shipments to exchange information electronically, quickly and efficiently, thereby eliminating the requirement to present paper release packages. All existing cargo, conveyance and release services are available via the system, including, but not limited to, RMD, PARS, FIRST, CSA, Other Government Departments Single Window Interface, and EDI Highway, Rail and Marine.

# **ACTUAL USE**

When the classification of an article is dependent upon its actual use after importation. (19CFR10.137)

## **AD. VALOREM:**

(According to value) A tariff calculated as a percentage of the value of goods cleared through Customs.

## **ADD (ANTI-DUMPING DUTIES)**

A measure by Canada Customs to protect domestic producers from unfair foreign competition. Goods imported into Canada below "fair market" prices through dumping or government subsidy, are subject to anti-dumping or countervailing duties.

## **ADDED VALUE**

A term implying that at each production and distribution function, a product's value is increased in terms of time, place, and form.

# **AFV (ALTERNATIVE FUELED VEHICLE)**

Vehicle powered by a fuel other than gasoline or diesel.

# **AIRPARS (AIR PRE-ARRIVAL REVIEW SYSTEM)**

CBSA line release program at international airports available to importers. PARS release information includes shipment arrival, invoice, and permit information.

## **AIR RIDE SUSPENSION**

Suspension which supports the load on air-filled rubber bags rather than steel springs. Compressed air is supplied by the same engine-driven air compressor and reservoir tanks which provide air to the air brake system.

## AMPS (ADMINISTRATIVE MONETARY PENALTY SYSTEM)

A Canadian civil penalty regime that secures compliance with customs legislation through the application of monetary penalties. AMPS authorizes the CBSA to assess monetary penalties for non-compliance with customs legislative, regulatory and program requirements. It applies to contraventions of the Customs Act and the Customs Tariff and the regulations under these Acts, as well as contraventions of the terms and conditions of licensing agreements and undertakings. The CBSA may impose monetary penalties based on the type, frequency, and severity of the infraction. Most penalties are graduated and will take the compliance history of the client into consideration. AMPS does not impact businesses who comply with customs requirements.

# API/PNR (ADVANCED PASSENGER INFORMATION / PASSENGER NAME RECORD)

A program to facilitate entry of legitimate travelers into Canada while preventing terrorism and other serious crimes. Under Canadian law, all commercial carriers are required to provide the CBSA with API/PNR data relating to all persons traveling to Canada. This includes all basic personal information, citizenship, and travel itinerary.

# **APPRAISEMENT**

The act of reaching a conclusion concerning the value for customs purposes of imported merchandise.

# ATC (AUTOMATIC TRACTION CONTROL)

Usually an optional feature based on ABS, it prevents spinning of the drive wheels under power on slippery surfaces by braking individual wheels and/or reducing engine throttle. Also called ASR, an acronym sometimes loosely translated from the German as anti-spin regulation.

# **ATV (ALL TERRAIN VEHICLE)**

Vehicle designed for any type of terrain.

#### **AVAILABILITY TIME**

The time equipment is grounded and available for pick-up by the customer.

#### **AVI (AUTOMATIC VEHICLE IDENTIFICATION)**

System combining an on-board transponder with roadside receivers to automate identification of vehicles. Uses include electronic toll collection and stolen vehicle detection. (see IVHS)

## **AVL (AUTOMATED VEHICLE LOCATION)**

Class of technologies designed to locate vehicles for fleet management purposes and for stolen vehicle recovery. Infrastructure can be land-based radio towers or satellites. (see IVHS)

## **AXLE**

Structural component to which wheels, brakes and suspension are attached.

- Drive axles are those with powered wheels.
- Front axle is usually called the steer axle.
- Pusher axles are unpowered and go ahead of drive axles.
- Rear axles may be drive, tag or pusher types.
- Tag axles are unpowered and go behind drive axles.

# B

#### **B2 (B2A OR B2R)**

Canada Customs form used to claim refunds, file appeals, and amend B3 entry documents.

#### **B3**

In Canada, a customs coding form used by brokers to submit complete import shipment details including HS codes, valuation, and origin information. Also called Accounting Document or Entry.

#### **BACK HAUL**

Traffic for the return movement of a trailer or container towards the point where the initial load originated or to handle a shipment in the direction of the light flow of traffic.

## **BAD ORDER**

A freight car loaded improperly, mechanically defective, or has safety violations.

# **BALANCE OF PAYMENTS**

A statement which indicates a country's foreign economic transactions over a specified time.

# **BALANCE OF TRADE**

The difference between a country's total imports and exports over a given period. A favorable balance of trade results from exports exceeding imports.

#### BBC

Distance from a truck's front bumper to the back of its cab.

# **BENEFICIAL OWNER**

The actual owner of the lading that is being shipped. The IMC negotiates transportation services and rates on behalf of the beneficial owner.

# **BILLING CARRIER (BILL ROAD)**

The carrier performing the first line haul service of the movement. This carrier is responsible for preparing the waybill document and transmitting the information to any following carriers.

## **BILL OF LADING**

A contract between a Shipper and a carrier that provides proof that the merchandise was transferred from the Shipper to the consignee and that the carrier has assumed responsibility for the cargo until it is delivered.

## **BILL OF LADING NUMBER**

A unique number shown on a bill of lading at the time the merchandise is accepted for shipment.

#### B/L

Bill of lading.

#### **BLIND SPOT**

Areas around a commercial vehicle that are not visible to the driver either through the windshield, side windows or mirrors.

#### **BLOCK**

A group of railcars destined to the same location.

#### **BLOCKING OR BRACING**

Wood or metal or other approved supports to keep shipments in place in or on railcars, containers and trailers.

#### **BOBTAIL**

Tractor operating without a trailer. Also refers to straight truck.

#### **BOGIE (ALSO SPELLED BOGEY)**

Assembly of two or more axles, usually a pair in tandem.

#### **BOND**

An acceptable, written financial guarantee required to be given to Customs to secure a transaction by specifically binding the obligatory to certain covenants for certain amounts. (19CFR113)

#### **BONDED GOODS**

Goods in charge of Customs officers on which bonds instead of cash have been given. The goods in question have not "cleared Customs".

## **BONDED WAREHOUSE**

A warehouse approved by the U.S. Treasury or Canadian Revenue Agency (CRA) into which non-cleared goods may be placed.

#### **BREAK BULI**

The splitting up of one consolidated shipment into smaller ones for ultimate delivery to various consignees.

#### **BRIDGE MOVE**

A railroad movement involving at least three roadhaul carriers at which the IP is neither the first or last carrier.

#### **BHP (BRAKE HORSEPOWER)**

Engine horsepower rating as determined by brake dynamometer testing. **See Horsepower** 

# **BRIDGE FORMULA**

A bridge protection formula used by federal and state governments to regulate the amount of weight that can be put on each of a vehicle's axles, and how far apart the axles (or groups of axles) must be to legally carry a given weight.

## **BROKER**

An individual who acts as an agent for a customer, who is attempting to route a car to a customer in Mexico or Canada. Equipment destined to a locale in Mexico is billed only to the border. At that time a broker, in cooperation with a broker in Mexico, prepares the proper paperwork which allows the car to cross the border and proceed to its destination.

## **BUNK**

See Sleeper.

#### **BUSINESS NUMBER (BN)**

A number issued to commercial importers/exporters by the CBSA. Importers must have a BN to bring commercial goods into Canada. Also referred to as SBRN



## C.A.D.

Cash against documents.

# **CADEX (CUSTOMS AUTOMATED DATA EXCHANGE)**

CBSA system serving importers and brokers providing the ability to transmit accounting documents, for goods already released, in an electronic format to CBSA. Also includes ability to query certain files and receive release notifications and file updates.

# **CLM (CAR LOCATION MESSAGE)**

That part of the fleet system which deals with providing the fleet operator with information on car movement data for all cars in the fleet (see fleet). This information comes in the form of a periodic (usually daily, sometimes hourly) message or report which contains the latest movement data on all cars from the fleets that are on our lines. This message follows an industry wide standard format that enables shippers who use railroads across the US and Canada to use this information for updating their own computer systems.

# **CABOVER (CAB-OVER-ENGINE, COE)**

Truck or tractor design in which the cab sits over the engine on the chassis.

# **CAR SCHEDULING**

A system of assigning a "trip plan" that is based primarily on waybill data. Cars are scheduled to the first available train that may carry the specific type of traffic into which they are categorized.

## **CARGO AGENT**

An agent appointed by an airline to solicit and process international air freight for shipments.

# **CARGO WEIGHT**

Combined weight of all loads, gear and supplies on a vehicle.

## **CARRIER CODE**

A unique 4-digit number issued by CBSA to cargo carriers for simplified identification at the border when crossing into Canada.

# **CARTAGE**

Pick up or delivery of freight within commercial zone of a city by local carrier acting as agent for a Shipper or over-the-rail carrier.

# **CARTAGE COMPANY**

Company that provides local (within a town, city or municipality) pick-up and delivery.

## **CAST SPOKE WHEEL**

Wheel with five or six spokes originating from a center hub. The spoked portion, usually made of cast steel, is bolted to a multiple-piece steel rim (see Demountable Rim; Disc Wheel).

#### **CB (CITIZENS BAND RADIO)**

Two-way radio for which no license is required by the Federal Communications Commission (FCC). Long beyond its heyday in the '70s, CB is still used by truckers and motorists for everything from traffic condition reports to emergency calls to idle chatter.

## **CBP (CUSTOMS AND BORDER PROTECTION)**

The single unified border agency of the United States, with a mission to protect America and the American people. It is the largest department within US Homeland Security.

## **CBSA (CANADIAN BORDER SERVICES AGENCY)**

The Agency is responsible for providing integrated border services that support national security and public safety priorities and facilitate the free flow of persons and goods, including animals and plants, that meet all requirements under the program legislation. Also known as just Canada Customs.

# **CCD (CARRIER OR CARGO CONTROL DOCUMENT)**

CBSA Form A8A(B), Cargo Control Document, acts as the initial record of a shipment arrival into Canada. This cargo manifest may be the BOL or a specific Form A8A(B). Both need to accompany the shipment (see "MANIFEST").

## **CCI (CANADA CUSTOMS INVOICE)**

A form or document, required by Canadian Customs officials to verify the value, quantity, and nature of the shipment, describing the shipment of goods and showing information such as the consignor, consignee, and value of the shipment. The Canada Customs Invoice is required on all export shipments passing through customs en route to Canada. Commercial shipments to Canada, which are valued at more than \$1,600 CAD (see HVS), may be subject to duties and sales taxes and must be accompanied by a Canada Customs Invoice. The invoice can be prepared either by the exporter/importer or their agents.

# **CDL (COMMERCIAL DRIVER'S LICENSE)**

License which authorizes an individual to operate commercial motor vehicles and buses over 26,000 pounds gross vehicle weight. For operators of freight-hauling trucks, the maximum size which may be driven without a CDL is Class 6 (maximum 26,000 pounds gross vehicle weight).

#### CE (CF, LP)

Distance from back of a truck's cab to the end of its frame.

# **CERTIFICATE OF ORIGIN**

A document certified as to the origin of goods (see Country of Origin).

# **CERTIFICATE OF REGISTRATION**

A document used to authenticate the description of the contents, the means of conveyance, and the date of departure of merchandise exported from the U.S..

## C.F.

Customs Form.

#### CFC

Chlorofluorocarbon.

## **CG (CENTER OF GRAVITY)**

Weight center or balance point of an object, such as a truck body. Calculated to help determine optimum placement of truck bodies on chassis.

#### CHASSIS

A rubber-tired trailer under-frame on which a container is mounted for street or highway transport.

# **CHASSIS WEIGHT (CURB WEIGHT, TARE WEIGHT)**

Weight of the empty truck, without occupants or load.

## CI (CUSTOMS INVOICE)

A document that contains a declaration by the seller as to the value of the goods. For shipments valued up to \$1,600, CBSA will accept the shipper's own commercial invoice document. Also referred to sometimes as a "Pro Forma Invoice".

## **CIG (CUSTOMS INTERNET GATEWAY)**

CBSA system that provides trading partners with the ability to send and receive cargo, release, and accounting data over the Internet.

#### **CIRCUS RAMP**

Stationary or portable end loading/unloading ramp which requires a truck tractor to drive a trailer onto or off of rail flatcars.

#### **CIRO (COURIER IMPORTS REMISSION ORDER)**

Grants duty exemption for goods imported into Canada by mail with a value of \$20 CAD or less.

#### **CLAIMS**

A demand, supported by evidence, to show that the claimant has sustained a loss through the negligence of a carrier. The principal kinds are: Damage Claim due to physical injury to shipment or because shipment was not delivered within a reasonable time. Loss Claim due to failure to deliver goods. Overcharge Claims when more than the legally published charges were collected. Reparation Claims for a refund of charges which, while in accordance with legally published tariffs, are unreasonable or unjust and the carrier has since published the lower reasonable rate.

# **CLASS RATING**

A single freight rate applicable to a group of commodities with similar attributes.

#### **CLEAN BILL OF LADING**

Document of receipt issued by the carrier when the goods are received in good order.

# **CLEARANCE**

The limiting dimensions of a rail shipment that would allow/prevent its clearing of tunnels and bridges.

# **CNG**

Compressed natural gas.

## COE

See Cabover.

# **COFC (CONTAINER ON FLAT CAR)**

Method of moving shipping containers which involves transporting them on railroad flat cars.

## **COMMERCIAL INVOICE**

An invoice required to be presented to Customs representing one shipment of merchandise by one consignor to one consignee by one vessel or conveyance which clearly identifies the product for classification and appraisement purposes.

## **COMMINGLED GOODS**

The combining of merchandise in a shipment that makes the normal determination of duty impossible unless the importer segregates the merchandise or provides other proper evidence of the quantities of the various merchandise. (19CFR152.13)

#### **COMMON CARRIER**

Freight transportation company which serves the general public. May be regular route service (over designated highways on a regular basis) or irregular route (between various points on an unscheduled basis).

## COMPENSATED INTRACORPORATE HAULING

Freight transportation service provided by one company for a sister company.

#### **COMPUTED VALUE**

Approved additions of dutiable amounts accumulated to reach a value of merchandise for purposes of appraisement by Customs. (19CFR152.106)

#### **CONNECTING CARRIER**

A carrier that has a direct physical connection with another or forming a connecting link between two or more carriers.

#### CONSIGNEE

The individual or organization to which freight is shipped. Freight is shipped by the consignor to the consignee.

#### **CONSIGNOR**

The individual or organization shipping freight to a consignee.

# **CONSTRUCTIVE TRANSFER**

A legal function that permits acceptance of a Customs entry for merchandise in a zone before its physical transfer to the Customs territory. (19CFR146.1)

# **CONSUMPTION ENTRY**

An official form used for declaration of reported goods also showing the total duty due.

# **CONTAINER (SHIPPING CONTAINER)**

Standard-sized rectangular box used to transport freight by ship, rail and highway. International shipping containers are 20 or 40 feet long, conform to International Standards Organization (ISO) standards and are designed to fit in ships' holds. Containers are transported on public roads atop a container chassis towed by a tractor. Domestic containers, up to 53 feet long and of lighter construction, are designed for rail and highway use only.

## **CONTAINER CHASSIS**

Single-purpose semitrailer designed to carry a shipping container.

#### **CONTAINER YARD**

A yard used for storage of containers when not in use. Container yards can be railroad or privately owned.

#### **CONTRACT CARRIER**

Company that transports freight under contract with one or a limited number of shippers.

#### **CONVENTIONAL CAR**

A single platform flat car designed to carry a trailer or container. Containers can only be single stacked on a conventional car. Conventional cars are equipped with one or two stanctions, depending on length, for shipment of one or two trailers.

#### **CONVERTER DOLLY (DOLLY)**

Auxiliary axle assembly equipped with a fifth wheel (coupling device), towed by a semitrailer and supporting the front of, and towing, another semitrailer.

#### **CO-PRINCIPAL**

When two people (eg: individual, partnership, corporation) join together with the same legal status to become the entity accepting primary liability for all government debts secured by a bond. (19CFR113.34)

#### **COUNTERVAILING DUTY**

The imposition of a special duty by the Customs service after the finding of foreign subsidies which influence the price paid or payable in the U.S. adversely affecting the domestic manufacturers.

## **COUNTRY OF EXPORTATION**

Usually but not necessarily the country in which merchandise was manufactured or produced and from which it was first exported.

## **COUNTRY OF ORIGIN**

The legal determined country in which goods have been substantially manufactured or produced. The factors besides the cost of the materials involved are the cost of freight, insurance, packing, and all other costs of transferring the materials to the plant, waste, taxes and duty, etc..

# **CROSS-TOWN**

When a drayman or railroad delivers a container or trailer from one railroad to another for continuance of the move.

# **CSA (CUSTOMS SELF-ASSESSMENT)**

A comprehensive CBSA program based on risk management and partnership with approved importers and carriers. Securing CSA certification allows a carrier to provide expedient and secure transportation services on all international shipments. Established by the CBSA, the CSA certification process consists of assessment of a shipper, broker or transportation provider's accounting and payment processes for imported goods originating from U.S. manufacturers. CSA-certification focus is on improved data collection and processing to increase cross-border efficiency. To qualify for CSA-expedited shipping, the carrier, driver and Canadian importer all must be CSA-certified. The CSA program will allow the importer to submit payments once a month compared to numerous single transactions. All entities in the clearance process, i.e. importer, carrier, driver must be accepted into the program and be approved in order to participate.

## C-TPAT — CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM

(C-TPAT) is a program of the CBP (U.S. Homeland Security) that works in conjunction with PIP and is intended to tighten border security while keeping the border open to the free flow of known, low-risk legitimate trade. C-TPAT is a prerequisite, along with PIP, to obtain Free and Secure Trade (FAST) certification. C-TPAT is a program for U.S. importers.

#### **CUBE (CUBIC CAPACITY)**

Interior volume of a truck body, semitrailer or trailer, measured in cubic feet.

## **CURB WEIGHT**

See Chassis Weight.

#### **CUSTODIAL BOND**

A basic covenant entered into by the obligators on a surety bond taken to secure the lawful activities of a custodian of anybonded articles, which describes the requirements of conveyance, protection, and general compliance in the handling of bonded merchandise. (19CFR113.63)

#### **CUSTOMS BROKER**

A company or individual licensed by the Treasury Department to act on behalf of importers/exporters in handling U.S. customs transactions.

## **CUSTOMHOUSE**

The government office where duties and/or taxes are placed on imports or exports and are paid.

## **CUSTOMHOUSE BROKER (CUSTOMS BROKER)**

A company or individual that is licensed as an agent, on behalf of an importer/owner of goods, to carry out customs related responsibilities.

#### **CUSTOMS**

A Government authority designated to regulate the flow of goods to and from a country and to collect duties levied by a country on imports and or exports. The term also applies to the procedures involved in such collection.

## **CUSTOMS COURT**

A U.S. Customs Services court based in New York, N.Y., consisting of three 3-party divisions to which importers may appeal or "protest" classification and value decisions and certain other actions taken by the U.S. Customs Service.

# **CUSTOMS DECLARATION**

A statement, oral or written, attesting to the correctness of description, quantity, value, use, etc., of merchandise offered for importation into the United States.

## **CUSTOMS TARIFF**

A schedule of charges assessed by the federal government on imported and/or exported goods.

# **CUT-OFF**

The time a container or trailer must be ingated at the terminal to meet a scheduled train loading for departure.



## DAS (DETAILED ADJUSTMENT STATEMENT)

A form generated by CBSA to amend commodity information originally reported to Customs (e.g., a change in tariff classification or valuation of the imported goods). DAS's may be "revenue" or "non-revenue" types depending on whether additional duties and/or taxes are determined by Customs to be owing.

#### **DEAD HEAD**

When a drayage firm is required to move empty equipment a long distance to pick up a load.

#### **DEAD-HEADING**

Operating a truck without cargo.

#### **DECLARED VALUE (CUSTOMS)**

The selling price of the contents or the replacement cost if the contents are not for resale. The value must be equal to or greater than the declared value above.

#### **DEDICATED TRAIN**

A train that by design transports a dedicated commodity or type of cars. In the case of intermodal, intermodal trains only carry trailers and/or containers.

#### **DEMOUNTABLE RIM**

Multi-piece steel wheel rim assembly which is bolted to a spoke hub. Demountable rims are still in use, though they have been replaced in many applications by the simpler disc wheel. (see Cast Spoke Wheel)

#### **DETENTION**

A charge made on trailers/containers held by or for a consignor/consignee for loading or unloading, forwarding directions, or any other purpose.

#### **DETRIMENTAL RELIANCE**

A "reasonable reliance" upon either a ruling letter or "treatment previously accorded by Customs to substantially identical transactions over a period of at least 2 years. As a direct consequence of that "reasonable reliance the party must have suffered to their detriment.

#### **DISC WHEEL**

Single-piece rim/wheel assembly of stamped and welded steel or forged aluminum, anchored by 8 or 10 nuts to a hub. A "Budd wheel" is a ten-hole, stud-piloted disc wheel; a design originated by the Budd Corporation.

#### **DISPLACEMENT (PISTON DISPLACEMENT)**

Sum of the volumes swept by an engine's pistons as they travel up and down in their cylinders. Based upon bore (diameter of cylinder) and stroke (distance traveled by piston). Expressed in liters or cubic inches.

#### **DISPLACEMENT LIGHT**

The weight of a vessel without cargo, fuel or stores.

# **DIVERSION**

A change made in the route of a shipment in transit.

## **DIVISION**

The amount of revenue apportioned to each rail carrier participating in a given route, where the customer is invoiced on a through-rate basis.

# **DOLLY**

See Converter Dolly.

#### DOOR-TO-DOOR

A movement of lading from the customers front door (dock) to the receivers front door (dock).

# **DOOR-TO-RAMP**

A movement of lading from the customers front door (dock) to the destination intermodal ramp closest to the receiver.

## **DOUBLES (TWINS, TWIN TRAILERS)**

Combination of a tractor and two semitrailers connected in tandem by a converter dolly (see Converter Dolly; Pintle Hook).

#### **DOUBLE-STACK**

The movement of containers on articulated rail cars which enable the one container to be stacked on another container for better ride quality and car utilization.

#### **DRAWBACK**

The refund of duties paid on imported materials that are subsequently exported.

#### **DRAYAGE**

The movement of a container or trailer to or from the railroad intermodal terminal to or from the customer's facility for loading or unloading.

#### **DRAYMAN**

A person employed to pick up or drop off a container or trailer at an intermodal terminal.

#### DRIVELINE

All the components which together transmit power from the transmission to the drive axle(s). These consist of at least one driveshaft (propeller shaft) with a universal joint at each end.

# **DRIVER ASSIST**

When a drayman is required to assist in the loading/unloading of a container or trailer.

#### **DRIVETRAIN (POWERTRAIN)**

All the components, excluding engine, which transmit the engine's power to the rear wheels: clutch, transmission, driveline and drive axle(s) (see Powertrain).

#### **DRL (DAYTIME RUNNING LIGHTS)**

System that automatically turns on a vehicle's low beam headlights when the parking brake is released and the ignition is on.

# **DROP & PULL**

Drayman drops loaded or unloaded unit at Shipper or Receiver and hooks up to unit which was previously dropped and returns it to the ramp.

#### **DRY RUN**

When a drayman goes to a ramp to pick up a container and for some reason leaves without one.

#### **DUNNAGE**

The material used to protect or support freight in containers or trailers.

#### **DUTY**

Customs duties and internal revenue taxes which attach upon importation.

# **DUTY DEFERRAL PROGRAM**

A program that permits deferred payment of duties on goods for export.

#### Ε

# **E29B**

Canada Customs document used to report and control goods which enter Canada on a temporary basis and qualify under the Temporary Import Regulations. Also referred to (formally) as a Temporary Admission Permit.

#### ECO (EXPORTER'S CERTIFICATE OF ORIGIN)

The document used to certify the origin of products under the North American Free Trade Agreement. A properly completed NAFTA certificate verifies the country of manufacture of the goods being shipped, thereby allowing for preferential duty treatment.

## **EDI (ELECTRONIC DATA INTERCHANGE)**

The business-to-business interconnection of computers for the rapid exchange of a wide variety of documents, from bills of lading to build tickets at auto plants.

## **EICS (EXPORT AND IMPORTS CONTROL BUREAU)**

In Canada under the direction of the Ministry of Foreign Affairs, the EICB authorizes the import and export of goods restricted by quotas and/or permits.

#### **FMRARGO**

To resist or prohibit the acceptance and handling of freight. An embargo may be caused by acts of God such as tornadoes, floods, inclement weather, congestion, etc.

#### **EMP**

A domestic interline container service offered by Union Pacific and Norfolk Southern. Also included in the program are agent railroads such as I&M Rail Link, Iowa Interstate, Wisconsin Central and Kansas City Southern. EMP provides a fleet of nearly 25,000 48' and 53' domestic containers and chassis that may move throughout a large network.

#### **EN ROUTE**

In transit to destination.

#### **ENTRY**

The documentation to be filed with the US Customs officer to secure the release of imported merchandise from Customs custody or the act of filing that documentation. It is also a simplified name for Canada Customs coding form used by brokers to submit import shipment details including HS codes, valuation, and origin information. Also called Accounting Document or B3.

## **ESCAPE RAMP**

See Runaway Truck Ramp.

#### **EXEMPT CARRIER**

Company which transports commodities exempted from Interstate Commerce Commission (ICC) economic regulation.

## **EV (ELECTRIC VEHICLE)**

Vehicle powered by electric motor(s) rather than by an internal combustion engine. Most common source of electricity is chemical storage batteries.

# **EXPORT**

The sending of goods to a foreign country.

## **EXPORTER**

One who facilitates the movement of goods or commodities by domestic producers for foreign consumers.

# **EXPORT BROKER**

One who brings together the buyer and seller for a fee and then withdraws from the transaction.

#### **EXPORT DECLARATION**

A formal statement made to the collector of customs at a port of exit declaring full particulars about goods being exported.

#### **EXPORT LICENSE**

A permit required to engage in the export of certain commodities to certain destinations. Lists of such goods are found in the comprehensive Export Schedules issued by the Bureau of Foreign Commerce.

#### **EXPORT MERCHANT**

A producer or merchant who sells directly to a foreign purchaser without going through an intermediary.

# F

## F.A.K. (FREIGHT OF ALL KINDS)

The broadest of the generic class rates published by carriers. FAK rates allow shippers to mix loads that under other rate category agreements would have to be shipped under separate rates.

# **FAST (FREE AND SECURE TRADE)**

FAST is a joint U.S./Canada program to tighten border security while keeping the border open to the free flow of known, low-risk legitimate trade that expedites customs clearance via a harmonized process for pre-approved importers, carriers and drivers. C-TPAT and PIP are prerequisites to obtain this certification. To quality, documented, verifiable security programs consistent with C-TPAT guidelines must be in place. To qualify for FAST expedited clearance, the commercial shipment must be (1) entered by a C-TPAT approved importer. Importers must participate in C-TPAT; (2) carried by FAST/C-TPAT approved U.S./Canada border highway carriers and; (3) Driven by FAST approved commercial drivers.

# FIFTH WHEEL

Coupling device attached to a tractor or dolly which supports the front of a semitrailer and locks it to the tractor or dolly. The fifth wheel's center is designed to accept a trailer's kingpin, around which the trailer and tractor or dolly pivot in turns.

## FIRST (FREQUENT IMPORT RELEASE SYSTEM)

A CBSA program that permits pre-approved importers to obtain line release of specific low-risk commodities.

# **FIXED TANDEM**

Assembly of two axles and suspension that is attached to the chassis in one place, and cannot be moved fore and aft (see Sliding Tandem).

# **FLAT CAR**

A freight car having a floor without any housing or body above. Frequently used to carry containers and/or trailers or oversized/odd-shaped commodities. The three types of flat cars used in intermodal are conventional, spine and stack cars.

#### FLIP

When a container is picked up off of the ground and mounted on a chassis for street or highway transport.

# **FLIP CHARGES**

Charges assessed to a Shipper when the railroad is required to provide an unnecessary or extra flip. An example of this is when a private container is grounded off of a train and no chassis is available at that time. A flip charge is assessed because a flip is required at a time after the train is unloaded.

# **FOREIGN EQUIPMENT**

Any car not belonging to the particular railway on which it is running.

#### **FOREIGN CARRIER**

A term used by a carrier in making references to all other carriers collectively.

#### **FOR-HIRE CARRIER**

Company in the business of transporting freight belonging to others (See Private Carrier).

#### **FRA**

Federal Railroad Administration - The FRA deals specifically with transportation policy as it affects the nation's railroads and is responsible for enforcement of rail safety laws.

#### **FREE TIME**

The period allowed the owner to accept delivery before storage or detention charges begin to accrue.

## **FREE TRADE ZONE**

A predetermined area or region declared and secured by or under governmental authority where certain operations may be performed with respect to articles without such articles having entered into the commerce of the country maintaining the free trade zone. (19CFR10.175)

#### **FREIGHT BILL**

Statements containing commodity and payment information.

# **FREIGHT FORWARDER**

One who assembles small shipments into one large shipment which is then tendered to a regulated over the road carrier. Upon reaching destination, the shipment is separated into small shipments and delivered.

# **FTZ (FREE TRADE ZONE)**

An area to which goods may be imported for processing and subsequent export on a duty-free basis.

#### **FURTHER REVIEW**

A request for review of the decision which is the subject of the protest by Customs officers on a higher level than the district, and in Region II by Customs officers who did not participate directly in the decision which is the subject of the protest. (19CFR174.1)



# **GAA (GENERAL AGENCY AGREEMENT)**

A legal document provided by an importer to a Customs Broker authorizing the broker to represent the importer in matters relating to Customs and Excise. Also referred to as a "Power of Attorney" or "PA" form.

## **GATE**

A point at an intermodal terminal where a clerk checks in and out all containers and trailer. All reservations and paperwork are checked at the gatehouse.

# **GATEHOUSE**

A structure at the gate where a clerk inspects and clears the entrance and exit of all containers and trailers.

# **GATEWAY**

Port of entry into a country or region.

#### **GATT**

General agreement on tariffs and trade. Also known as the Uruguay Round of multilateral trade negotiations comprising a comprehensive set of trade agreements between parties to this agreement. Parties include the U.S. and numerous Asian Pacific and European countries.

## **GAWR (GROSS AXLE WEIGHT RATING)**

Maximum weight an axle is rated to carry by the manufacturer. Includes both the weight of the axle and the portion of a vehicle's weight carried by the axle.

#### **GCW (GROSS COMBINATION WEIGHT)**

Total weight of a loaded combination vehicle, such as a tractor-semitrailer or truck and full trailer(s).

#### **GEARED SPEED**

Calculated vehicle speed at the engine's governed rpm in each transmission gear, or (commonly) in top gear.

#### **GEAR RATIO**

Number, usually expressed as a decimal fraction, representing how many turns of the input shaft cause exactly one revolution of the output shaft. Applies to transmissions, power takeoffs, power dividers and rear axles. Example: If 2.5 revolutions of an input shaft cause one revolution of the output shaft, the gear ratio is 2.5:1.

#### **GENERAL ORDER**

Articles taken into Customs custody and placed in a public store or general order warehouse by the district director at the risk and expense of the consignee. (19CFR127.1)

#### **GRADE**

Steepness of a grade, expressed as a percentage. Example: A vehicle climbing a 5% grade rises 5 feet for every 100 feet of forward travel.

# **GRADEABILITY**

Vehicle's ability to climb a grade at a given speed. Example: A truck with a gradeability of 5% at 60 mph can maintain 60 mph on a grade with a rise of 5%.

# **G.S.T. (GOODS AND SERVICES TAX)**

A 5% Canadian federal tax applicable in all provinces and territories on all imported goods. Some provinces have it blended with a provincial sales tax (See H.S.T.). Importers into Canada must register with CRA within one year.

## **GVW (GROSS VEHICLE WEIGHT)**

Total weight of a vehicle and everything aboard, including its load.

#### **GVWR (GROSS VEHICLE WEIGHT RATING)**

Total weight a vehicle is rated to carry by the manufacturer, including its own weight and the weight of its load.



# **HAULAGE**

A legal agreement between two rail partners. The owner of the agreement is referred to as the 'Haulage Rights Carrier'. The other partner is referred to as the 'Haulage Movement Carrier'. With this agreement, the 'rights carrier' requests the 'movement carrier' to move equipment over an agreed segment of track, but to outside parties it appears as if the 'rights carrier' is doing the work.

#### HAZ (MAT HAZARDOUS MATERIAL)

Substance or combination their of which, because of its quantity, concentration, physical or chemical characteristics, may cause or significantly pose a substantial hazard to human health or the environment when improperly packaged, stored, transported, or otherwise managed.

## **HAZMAT**

Hazardous materials, as classified by the U.S. Environmental Protection Agency (EPA). Transport of hazardous materials is strictly regulated by the U.S. Department of Transportation.

## **HCFC**

Hydrochlorofluorocarbon.

## **HEADACHE RACK**

Heavy protective barrier mounted behind the tractor's cab. Designed to prevent "headaches" caused by load shifting forward from the trailer and crushing the cab.

#### **HEADHAUL**

Rail or truck term used to define the highest revenue generating shipping lane from Shipper to receiver.

## **HP (HORSEPOWER)**

Measure of power (the amount of work that can be done over a given amount of time). One horsepower is defined as 33,000 foot-pounds of work in one minute. Example: Lifting 33,000 pounds one foot in one minute, or lifting 3300 pounds ten feet in one minute.

## HORSEPOWER, GROSS LABORATORY

Tested horsepower of a "bare" engine without fan, water pump, alternator, exhaust system or any other accessories.

#### HORSEPOWER, SAE NET

Horsepower capability of an engine with full accessories and exhaust system. Test procedures per standards of Society of Automotive Engineers (SAE).

## **HOURS-OF-SERVICE**

U.S. Department of Transportation safety regulations which govern the hours of service of commercial vehicle drivers engaged in interstate trucking operations.

## H.S. CODE (HARMONIZED SYSTEM CLASSIFICATION)

Also known as a tariff classification. It is an international goods classification system developed and maintained by the World Customs Organization to classify imported and exported goods.

#### H.S.T. (HARMONIZED SALES TAX)

A blend of provincial sales tax (PST) and federal goods and services tax (GST) that is applicable to all goods imported into British Columbia, Ontario, New Brunswick, Newfoundland & Labrador, and Nova Scotia.

## **HVS (LOW-VALUE SHIPMENT)**

Program that allows for the processing and release of higher value shipments (Imports values greater than \$1600 CAD) through Canadian Customs on a CCI.

# I.A.T.A.

International Air Transport Association. The trade and service organization for airlines of more than 100 countries serving international routes.

## ICC

Interstate Commerce Commission, a federal regulatory agency that governed over the rules and regulations of the railroading industry. The ICC Termination Act of 1995 ended this regulatory agency. Most responsibilities were transferred to the Surface Transportation Board.

## **IMPORT BROKER**

For a fee, the "broker" or "agent" will locate vendors and handle the required paperwork. Title passes directly to the buying organization.

#### **IMPORT LICENSE**

A document required and issued by some national governments authorizing the importation of goods into their individual countries.

#### **IMPORT MERCHANT**

A merchant who buys overseas for his own account for the purpose of later resale, handling all details of import documentation and transportation.

## **IMPORT QUOTA**

A fixed amount of goods that a government will allow to be imported within a specified period of time. An amount that usually reflects balance of trade and other political and economic considerations.

#### **IMPORT RATE**

A rate established specifically for application on import traffic and generally less, when published, than a domestic rate.

#### **IMPORTER**

The person primarily liable for the payment of duties on imported merchandise, or an authorized agent working on his behalf.

## **IN-BOND**

The transfer of materials that are to be forwarded "in-bond" from the importing carrier at the port of entry to the on-forwarding carrier. (19CFR18.2)

# **INBOND**

When lading clears customs at the ultimate destination instead of at the border.

# INDEPENDENT TRUCKER

See Owner Operator.

## **INGATE**

The process of checking a container or trailer into the intermodal facility. The ingate process includes inspection of the unit, reservation confirmation, the input of data into Union Pacific's computer system and the filling out of the J-1.

## **INFORMAL ENTRY**

A simplified import entry procedure accepted at the option of Customs for any noncommercial shipment and any commercial shipment not over \$1,250 in value.

#### **INLAND CARRIER**

A transportation company which hauls export or import traffic between ports and inland points.

#### INPARS (INLAND PRE-ARRIVAL REVIEW SYSTEM)

Freight clears customs while en route to the customs warehouse.

## **INTERCHANGE**

The exchange of railcars between connecting railroads.

#### INTERCHANGE AGREEMENT

Agreement between a railroad and a drayage company that allows a specific drayage company to drop off or pick up railroad or private intermodal equipment at the said railroad's facilities. Also known as an Equipment Interchange Agreement.

#### **LNTERLINE FREIGHT**

Freight moving from point of origin to destination over two or more transportation lines.

#### **LNTERMODAL**

Transport of freight by two or modes of transportation. Examples are: ship-rail, rail-truck.

#### INTERMODAL TERMINAL

A railroad facility designed for the loading and unloading of containers and trailers to and from flat cars for movement on the railroad and subsequent movement on the street or highway.

## IMC (INTERMODAL MARKETING COMPANY)

IMCs purchase rail and truck transportation services, utilize equipment from multiple sources, and provide other value-added services under a single freight bill to the ultimate shipper.

## IANA (INTERMODAL ASSOCIATION OF NORTH AMERICA)

An industry trade association representing the combined interests of intermodal freight transportation companies.

# **IPI (INTERIOR POINT INTERMODAL)**

Imported traffic movement from an origin port to an inland point on an ocean bill of lading.

# ITS (INTELLIGENT TRANSPORTATION SYSTEMS)

See IVHS.

## **IVHS (INTELLIGENT VEHICLE HIGHWAY SYSTEMS)**

Blanket term for a wide array of technologies, including electronic sensors, computer hardware and software and radio communications. The purpose of IVHS is to increase efficiency of use of existing highways, reducing travel time, fuel consumption, air pollution and accidents. There are five functional areas:

- Advanced Public Transportation Systems (APTS)
- Advance Traffic Management Systems (ATMS)
- Advance Traveler Information Systems (ATIS)
- Advanced Vehicle Control Systems (AVCS)
- Commercial Vehicle Operations (CVO)

A more recently coined term, Intelligent Transportation Systems (ITS), encompasses both IVHS and modes of transportation other than highway, such as rail (see AVI, AVL, WIM).

## J

#### J-1

A report filled out during the ingate and outgate process. The J-1 details damage to the unit, container information, shipping information, drayman involved and time of ingate/outgate.

#### **JACKKNIFE**

To place the trailer at a very sharp angle to the tractor.

#### **JAKE BRAKE**

See Retarder.

## JIT (JUST-IN-TIME)

Manufacturing system which depends on frequent, small deliveries of parts and supplies to keep on-site inventory to a minimum.

# K

#### K14

CBSA form number for appeals to Canada Customs.

## **K84**

Accounting statement form number used by customs brokers to reconcile duties and taxes submitted to CBSA.

# **KINGPIN (AXLE)**

Pin around which a steer axle's wheels pivot.

## **KINGPIN (TRAILER)**

Anchor pin at the center of a semitrailer's upper coupler which is captured by the locking jaws of a tractor's fifth wheel to attach the tractor to the semitrailer.

## **LADING**

That which constitutes a load. The freight in or on a railcar, container or trailer.

## **LANDBRIDGE**

Containerized marine traffic that is routed via rail across the United States on traffic between the Far East and Europe/Canada in lieu of all water routes.

# **LANDING GEAR**

Retracting legs which support the front of a semitrailer when it is not coupled to a tractor.

# **LCV (LONG COMBINATION VEHICLE)**

In general, vehicles longer than a standard doubles rig (tractor and two 28-foot semitrailers). Examples of LCVs which are permitted in some U.S. western states and eastern toll roads: Twin 48-foot trailers; triple 28-foot trailers.

#### LESSE

Company or individual which leases vehicles.

#### **LESSOR**

Company which leases vehicles.

#### LIFT

The process of moving a container or trailer to and or from a rail car.

#### **LIFT AXLE**

Extra, unpowered axle needed only when the vehicle is loaded, allowing it to meet federal and state vehicle weight standards. The lift axle is mounted to an air spring suspension that raises the axle when it is not required.

#### **LIVE LOAD**

When a drayman stays with a container or trailer while being loaded or unloaded.

## **LOAD SHIFT**

The term when the contents of a container or trailer are shifted inside the unit sometime after it leaves the actual origin and before it arrives at the final destination.

## **LOCAL MOVE**

A railroad movement in which only one road haul carrier participates. The one carrier serves both the origin and destination station.

#### **LPG**

Liquid propane gas.

#### **LOAD RANGE (TIRES)**

Letter code system for the weight carrying capacity of tires. Comparable ply ratings are shown below.

#### LR PR LR PR A

# **LOGBOOK**

Book carried by truck drivers in which they record their hours of service and duty status for each 24-hour period. Required in interstate commercial trucking by the U.S. Department of Transportation.

#### **LOWBOY**

Open flat-bed trailer with a deck height very low to the ground, used to haul construction equipment or bulky or heavy loads.

# LTL (LESS THAN TRUCKLOAD)

A shipment that would not by itself fill the truck to capacity by weight or volume.

# LTL (LESS-THAN-TRUCKLOAD)

A quantity of freight less than that required for the application of a truckload (TL) rate; usually less than 10,000 pounds (see TL).

#### LTL CARRIER

Trucking company which consolidates less-than-truckload cargo for multiple destinations on one vehicle (see TL Carrier).

#### LUMPER

A person hired to help unload a container or trailer instead of using the driver.

## LVS (LOW-VALUE SHIPMENT)

Program that allows for the processing and release of low value shipments (Imports values at \$1600 CAD or less) through Canadian Customs on a commercial invoice.

# M

# **MAINTENANCE OF WAY**

The process of maintaining roadbed (rail, ties, ballast, bridges etc.) These materials are hauled in special maintenance of way cars, which also include cars that are equipped with heavy equipment, such as cranes and tie replacing machines.

#### **MANIFEST**

A detailed summary of the total cargo of a vessel which is used principally for Customs purposes. Also known as a Carrier Control Document (CCD)

## **MANIPULATION**

An application to manipulate on Customs Form CF3499 to clean, sort, repack, or otherwise change in condition (not manufacture) articles that have been entered into a bonded warehouse. (19CFR19.11)

#### MANUFACTURER'S EXPORT AGENT

A firm that acts as an export sales agent for several non-competing manufacturers. Business is transacted under the name of the agent firm.

#### MANUFACTURING WAREHOUSE

A building or part of a building that is designated by the district director to produce articles in whole or in part of imported materials, while under bond, or of materials subject to internal revenue tax, and intended for exportation without being charged with duty, and without having an internal revenue stamp affixed thereto. (19CFR19.13)

#### **MAQUILADORA**

The Maquiladora (or "in-bond" industry) program allows foreign manufacturers to ship components into Mexico duty free for assembly and subsequent re-export.

#### MINI-LANDBRIDGE (MLB)

Imported traffic movement from an origin port to a destination port on an ocean bill of lading via land transportation.

# **MITIGATING FACTORS**

Factors which, when proven to exist, lessen the severity of a penalty. Such factors include: contributory customs error, cooperation with the investigation, immediate remedial action, inexperience in importing and/or prior good record.

#### M.P.F.

Merchandise Processing Fee. A fee collected by the U.S. Customs Service representing a service charge for clearing U.S. Customs.



# N.A.F.T.A. (NORTH AMERICAN FREE TRADE AGREEMENT)

Free Trade Agreement implemented on January 1, 1994 between Canada, the United States and Mexico to phase out duty on most goods within a 10 year period. In order for an importer to claim the benefits of NAFTA tariff preference, the exporter must provide a NAFTA Certificate of Origin for products that qualify under the particular "Rules of Origin" applicable to the good in question.

#### NCAP (NATIONAL CUSTOMS AUTOMATION PROGRAM)

Processing for FAST began December 2002. NCAP was the first completely paperless, cargo-release mechanism U.S. Customs implemented. Customs achieves this paperless processing through electronic data transmissions and transponder technology. NCAP allows for expedited release of compliant cargo, reducing congestion at land borders. NCAP is the first step toward account-based processing; each participant is pre-approved and assigned an Automated Commercial Environment (ACE) ID. Further NCAP programming must occur under ACE so Customs can achieve account-based (periodic billing) entry summary.

## **NONRESIDENT**

An individual who does not reside within, or a partnership without any partners residing within, the Customs territory of the U.S., or the U.S. Virgin Islands, or a corporation not incorporated in and not maintaining jurisdiction within the Customs territory of the U.S., or in the U.S. Virgin Islands. (19CFR141.31)

#### **NOTIFY PARTY**

The party that is notified at the time a container or trailer is grounded from a train. Most notify parties are draymen.

# **NRI (NON-RESIDENT IMPORTER)**

A firm who in most cases does not have a physical presence in Canada, yet for purposes of customs and GST, acts as the importer of record for goods sold/consigned into Canada.

#### **NOTIFY PARTY**

The party that is notified at the time a container or trailer is grounded from a train. Most notify parties are draymen.



## **OBLIGORS**

All principals and sureties so shown on a Customs Bond or other financial guarantees required to be given under the Customs laws to secure a transaction by specifically binding such parties to certain described covenants.

## **OCEAN BILL OF LADING**

Receipt and contract of carriage with a steamship company movement of goods between ports.

# **OFF JUNCTION**

Location where interchange to another carrier takes place.

# **OGD (OTHER GOVERNMENT DEPARTMENTS)**

Term used to refer to Federal agencies and government departments other than CRA (CANADA) or CBP (U.S.) that impose import restrictions or documentation requirements that are administered by the two aforementioned entities at the time of importation.

# **ON-BOARD COMPUTER**

See Trip Recorder.

# **OTR (OVER THE ROAD)**

Refers to movement of a truck over the road instead of an intermodal movement.

## **OUTGATE**

The process of checking a container or trailer out of an intermodal facility. The outgate process includes inspection of the unit, input of data into Union Pacific's computer system and the filling out of the J-1.

#### **OUTREACH PROGRAM**

A rail-truck or truck-rail movement in which Union Pacific has combined the rail and drayage into a single transportation package for EMP and SPDU containers. Containers are shipped via rail from one terminal to another. After that, a contracted drayage firm drays the container to the paper ramp operators lot for customer pickup. The process also works reverse as well, shipment can originate with the truck movement and then move to the rail portion of the movement. Also referred to as the OutReach Program.

#### **OVERDRIVE**

Gearing in which less than one revolution of a transmission's input shaft causes one turn of the output shaft. The purpose of overdrive is to reduce engine rpm in high gear for better fuel economy. Example: A transmission with an overdrive top gear has a ratio of 0.70 to one. Turning the input shaft 0.7 revolutions causes 1.0 revolution of the output shaft.

#### **OVERHEAD SHIPMENT**

A railroad movement involving at least three railroad carriers at which UP is neither the first nor the last carrier.

#### **OWNER-OPERATOR**

Trucker who owns and operates his own truck(s).



#### P&D

Pickup and delivery.

# **PACKER**

A moveable piece of heavy machinery used to lift rail containers or trailers on/off railroad flatcars at an intermodal facility. Also known as a piggybacker.

# **PACKING LIST**

A detailed specification as to goods packed into a container or trailer.

# PAD

An area within a parking lot or intermodal terminal designated for a particular type of container or trailer, such as loaded outbound.

# **PALLET**

A wooden, paper or plastic platform usually with a top and bottom, on which packaged goods are placed to facilitate movement by some type of freight handling equipment.

## **PAPER RAMP**

A rail-truck or truck-rail movement in which Union Pacific has combined the rail and drayage into a single transportation package for EMP and SPDU containers. Containers are shipped via rail from one terminal to another. After that, a contracted drayage firm drays the container to the paper ramp operators lot for customer pickup. The process also works reverse as well, shipment can originate with the truck movement and then move to the rail portion of the movement. Also referred to as the OutReach Program.

## PAPS (PRE-ARRIVAL PROCESSING SYSTEM)

A U.S. Customs Automated Commercial System (ACS), border cargo-release mechanism that uses barcode technology to expedite commercial-shipment release while still processing each shipment through Border Cargo Selectivity (BCS) and the Automated Targeting System (ATS). Each PAPS shipment requires a unique barcode label, which the carrier attaches to the invoice and the truck manifest while the merchandise is in Canada. The barcode consists of the Standard Carrier Alpha Code (SCAC) and freight bill number. Transportation providers fax the information ahead of the shipment to the U.S. Customs broker, who prepares a BCS entry in ACS. When the truck arrives at the border, the Customs Inspector scans the barcode, which automatically retrieves the entry information from ACS. If the shipment doesn't require examination, the Inspector releases the truck from the primary booth, reducing the carrier's wait time and easing congestion at the border.

#### PARS (PRE-ARRIVAL REVIEW SYSTEM)

A program that allows for release information to be processed before the arrival of Canada-bound goods at the border by the CBSA.

## **PARTNERS IN PROTECTION (PIP)**

A program of the Canadian Canada Border Services Agency (CBSA) that works in conjunction with C-TPAT and is intended to tighten border security while keeping the border open to the free flow of known, low-risk legitimate trade. It enlists the cooperation of private industry in joint effort to enhance border and supply chain security, combat organized crime and terrorism, increase compliance with customs requirements and help detect and prevent contraband smuggling. PIP is a program for Canadian importers.

#### **PAYLOAD**

Weight of the cargo being hauled.

#### **PEDDLE RUN**

Truck route with frequent delivery stops.

# **PENALTY (NOTICE OF)**

A Notice of Penalty on Customs Form CF5955 is a formal notice that an act or omission has occurred that is in violation of a law or regulation administered by Customs, and that retribution has been demanded therefore, in the form of a fine or forfeiture.

# **PER DIEM**

Charge based on a fixed rate per day which a carrier makes against another carrier or customer for use of its containers or trailers.

#### **PERMITTED MERCHANDISE**

Merchandise is permitted when Customs authorizes the carrier bringing the shipment to the port to make delivery to the consignee or the next carrier. (19CFR158.1)

#### **PETITION**

A formal, written supplication addressed to the Commissioner of Customs, seeking mitigation or discharge of a fine, penalty, or forfeiture incurred under any law administered by Customs (19CFR171). Also, a request for the district director to correct a clerical error, mistake of fact, or inadvertence in an entry within the legal time frames (19CFR173.4).

#### **PIGGYBACK**

Semitrailer built with reinforcements to withstand transport by a railroad flatcar (see TOFC).

## **PIGS**

A railroad term for trailers loaded on flat cars.

#### **PIGTAIL**

Cable used to transmit electrical power from the tractor to the trailer. So named because it is coiled like a pig's tail.

## **PINTLE HOOK**

Coupling device used in double trailer, triple trailer and truck-trailer combinations. It has a curved, fixed towing horn and an upper latch that opens to accept the drawbar eye of a trailer or dolly.

# PIP

See Partners in Protection

## PIRO (POSTAL IMPORTS REMISSION ORDER)

Grants duty exemption for goods imported into Canada by mail with a value of \$20 CAD or less.

## **PISTON DISPLACEMENT**

See Displacement.

#### **PLACARD**

A sign affixed to a rail car or truck, which indicates the hazardous designation of the product being transported in that vehicle.

#### PLY RATING (PR)

Relative measure of tire casing strength (see Load Range).

#### **POOL**

An assigned group of containers, trailers or cars used to satisfy the transportation requirements of a customer.

# **PORT CHARGE**

A charge for services rendered at ports.

## **PORT MARK**

A term used in foreign shipping which denotes final destination - not the port of entry unless such port is the final destination.

# **PORT OF ENTRY**

A port at which foreign goods are admitted into the receiving country.

## **POWER OF ATTORNEY**

A Customs Form (CF5291) document which empowers one individual or entity to act on behalf of the issuer or principal, without limiting such actions to specifically designated Customs business, as opposed to a limited power of attorney granting restricted authority. (19CFR, Sec. 141.31-46). Also called a "General Agency Agreement".

#### **POWERTRAIN**

See Drivetrain.

## **PRIVATE CARRIER**

Business which operates trucks primarily for the purpose of transporting its own products and raw materials. The principle business activity of a private carrier is not transportation (see For-Hire Carrier).

## **PREMIUM SERVICE**

Highest level of service available on the railroad.

## **PRIVATE EQUIPMENT**

Equipment whose ownership is vested in a person or company that is not engaged in the service of common carriage.

#### **PROPORTIONAL PRICE**

Price from or to an intermediate point. Rate is to be used in combination with another carrier's proportional rate to make an interline rate.

#### **PROTEST**

A protest is the legal means by which an importer, consignee or other designated party may challenge decisions made by a district director of Customs.

## **PSI (POUNDS PER SQUARE INCH)**

In trucking, unit of measurement for tire air pressure, air brake system pressure and turbocharger boost.

#### P.S.T. (PROVINCIAL SALES TAX)

A provincial tax applicable on goods imported into Saskatchewan, Manitoba, Quebec, or Prince Edward Island.

#### PTO (POWER TAKEOFF)

Device used to transmit engine power to auxiliary equipment. A PTO often drives a hydraulic pump, which can power a dump body, concrete mixer or refuse packer. Some designs mount to a standard opening on the transmission, while others attach at the front or rear of the engine.

#### **PULL TRAILER**

Short, full trailer (supported by axles front and rear) with an extended tongue.

#### **PUP**

A 28' trailer, used mostly in less than truckload business.

## **PUP TRAILER**

Short semitrailer, usually between 26 and 32 feet long, with a single axle.

## **PUSHER AXLE**

See Axle.



## **QUOTA (ABSOLUTE)**

Quota which permits a limited number of units of specified merchandise to be entered for consumption during specific periods. (19CFR, Sec. 132.1)

# **QUOTA (TARIFF RATE)**

Quota which permits a specified quantity of merchandise to be entered for consumption at a reduced duty rate during a specific period.

# R

# **RAMP**

Slang word for an intermodal terminal. Ramps were originally structures, permanent or temporary, from which trailers or machinery are driven onto or off of a railroad flatcar.

# RAMP-TO-DOOR

A movement of lading from the intermodal ramp closest to the customer to the receivers from door (dock).

#### **RAMP-TO-RAMP**

A movement of lading from the intermodal ramp closest to the customer to the closest intermodal ramp to the receiver.

#### RCAF (RAIL COST ADJUSTMENT FACTOR)

An index published quarterly by the AAR showing the average change in railroad costs.

#### RECONSIGNMENT

- 1. Any change, other than a change in route, made in a consignment before the arrival of goods at their billed destination.
- Any change made in a consignment after the arrival of goods at their billed destination. When the change is accomplished under conditions which make it subject to the reconsignment rules and charges of the carrier.

## **REDELIVERY**

A demand by U.S. Customs via a CF 4647, after release, for the return of merchandise to Customs custody.

## **REEFER**

Refrigerated trailer with insulated walls and a self-powered refrigeration unit. Most commonly used for transporting food.

## **RELAY (RELAY DRIVING)**

Common practice in the less-than-truckload industry, in which one driver takes a truck for 8 to 10 hours, then turns the truck over to another driver, pony express style.

#### RETARDER

Device used to assist brakes in slowing the vehicle. The most common type of retarder on over-the-road trucks manipulates the engine's valves to create engine drag. (This type is commonly referred to as "Jake Brake" because the predominant manufacturer is Jacobs Vehicle Equipment Co.) Other types of retarders include exhaust retarders, transmission-mounted hydraulic retarders and axle-mounted electromagnetic retarders.

# **REVENUE EMPTY**

Movement of an empty container or trailer that generates revenue for the railroad. Done for repositioning purposes.

## **REVERSE ROUTE**

The exact reverse of the route a loaded car traveled from its destination, including all carriers and junctions involved.

#### REZ-1

An independent agent that handles all reservations and billing functions for EMP customers with a centralized system to manage assets through the internet. REZ-1 also handles UP trailer reservations for selected points.

## **RFG (REFORMULATED GASOLINE)**

Gasoline blended with pollution reducing additives.

# **ROADRAILER**

Semitrailer specially designed to travel both on highway and on rails. Manufactured by Wabash Corp.

#### **ROLLING RADIUS**

Tire dimension from center of the axle to the ground; measured with tire loaded to rated capacity. Used in calculating geared speed.

#### RMD (RELEASE ON MINIMUM DOCUMENTATION)

The traditional, and most time consuming, method for the processing and release of a shipment through customs. It is a customs release which is provided to importers or brokers with initial submission of only minimum documentation. Transaction is secured with financial security on file with CRA.

## RNS (RELEASE NOTIFICATION SYSTEM)

CBSA service providing brokers, importers, carriers and warehouse operators with a more timely and efficient notification of release decisions via electronic RNS messages. RNS participants are instantly notified when a transaction (shipment) is released and pre-arrival (PARS) transaction is approved.

## **RPM (REVOLUTIONS PER MINUTE)**

Measure of the speed at which a shaft spins. Most often used to describe engine crankshaft speed. Indicated by a tachometer.

#### RSF (REVENUE SUMMARY FORM)

Payment document used by CSA (Customs Self-Assessment) importers. Similar to K84 form.

#### **RUBBER WHEEL INTERCHANGE**

Containers or trailers that are interchanged between two railroads by means of drayage.

## **RULE 11**

A railroad accounting term which refers to a customer shipping their freight "pre-paid" to an intermediate point and "collect" beyond that intermediate point to the final destination.

#### **RUN-THROUGH**

A train which originates on a different railroad that it terminates and does not get reclassified at interchange but rather "runs-through" to a point on the second railroad before the train is broken up.

#### **RUNAWAY TRUCK RAMP**

Emergency area adjacent to a steep downgrade that a heavy truck can steer into after losing braking power. Usually two or three lanes wide and several hundred feet long, the ramp is a soft, gravel-filled pathway which absorbs the truck's forward momentum, bringing it to a safe stop. Depending on the surrounding terrain, the ramp may be level or run up or down hill.



# **SCQ (SPECIFIC COMMODITY QUOTE)**

A private contract issued to Union Pacific Intermodal customers that lists rates for specific origin and destination pairs. Also includes restrictions and provisions for the application of those rates.

# SEAL

A device for fastening or locking the doors of a railcar, container or trailer. This is done for security and integrity of the shipment.

## **SEMITRAILER**

Truck trailer supported at the rear by its own wheels and at the front by a fifth wheel mounted to a tractor or dolly.

#### **SETBACK AXLE**

Front steering axle moved rearward from the generally accepted standard position. Advantages: Shorter turning radius and more of a vehicle's weight shifted to front axle.

## SHIPPER'S EXPORT DECLARATION

A form required by the Treasury Department and completed by the Shipper showing the value, weight, consignee, destination, etc. of export shipments as well as the Schedule B identification number.

#### **SHIPPING WEIGHT**

"Dry" weight of a truck including all standard equipment, but excluding fuel and coolant.

#### **SIC CODE**

See Standard Industrial Classification.

# **SIMA (SPECIAL IMPORT MEASURES ACT)**

Legal authority that helps to protect Canadian industry from injury caused by the dumping and subsidizing of imported goods.

#### **SINGLE ENTRY BOND**

An application to the District Director requesting that a bond of a certain form and amount, that identifies the value and nature of the articles, be accepted as adequate surety for a single transaction.

## SINGLE-SOURCE LEASING

Service in which companies can lease drivers and trucks from the same source, rather than having to procure them from different companies.

#### SLACK

The elongation which occurs between railcar couplers because of their spring-loaded design.

#### **SLEEPER**

Sleeping compartment mounted behind a truck cab, sometimes attached to the cab or even designed to be an integral part of it.

## **SLEEPER TEAM**

See Team.

## **SLIDING FIFTH WHEEL**

Fifth wheel mounted to a mechanism that allows it to be moved back and forth for the purpose of adjusting the distribution of weight on the tractor's axles. Also provides the capability to vary vehicle combination lengths.

#### **SLIDING TANDEM (SLIDER)**

Mechanism that allows a tandem axle suspension to be moved back and forth at the rear of a semitrailer, for the purpose of adjusting the distribution of weight between the axles and fifth wheel.

#### **SLOT UTILIZATION**

The method of utilizing every space available on a double stack car. A slot includes the space above a container when another container can be doublestacked. A five platform double stack car has 10 slots available for loading. If all 10 slots are loaded, you have 100% slot utilization.

# **SPECIFIC DUTY**

Tax imposed on imported merchandise without regard to value. Usually based on net weight or number of pieces, etc.

# **SPEEDABILITY**

Top speed a vehicle can attain as determined by engine power, engine governed speed, gross weight, driveline efficiency, air resistance, grade and load.

## **SPINE CAR**

A light weight articulated car that is assembled in permanent consists of three or five platforms. Spine cars carry containers or trailers in single stack configuration.

#### **SPOKE WHEEL**

See Cast Spoke Wheel.

## **SPREAD AXLE (SPREAD TANDEM)**

Tandem axle assembly spaced further apart than the standard spacing of 54 inches. The U.S. federal bridge formula favors trailer axles with an eight or nine foot spread by allowing higher weight than on tandems with standard spacing.

#### STACK CAR

An intermodal flat car that was specifically designed to place one container on top of another better utilization and economics. Also referred to as a well car because the cars are depressed in the center to allow clearance of the double stacked containers when moving under low-lying structures.

#### **STANCHION**

The hitches used to support the nose end of trailers when they are mounted on a flat car. There are two types of stanchions: collapsible and fixed.

# STCC (STANDARD TRANSPORTATION COMMODITY CODES)

The STCC system is a 7 digit coding structure designed to classify all commodities or articles which move or may move in freight transportation.

#### STEEL WHEEL INTERCHANGE

Containers or trailers that are interchanged between two railroads while on the railroad flatcar.

#### **STORAGE CHARGE**

A charge assigned to the Shipper or consignee for holding containers or trailers at an intermodal terminal beyond the free time allotted to them.

#### STRAIGHT TRUCK

See Truck.

#### STANDARD INDUSTRIAL CLASSIFICATION

The classification system developed by the United States Department of Commerce for business activities. There are eleven primary divisions classified by two digit codes. Further divisions occur within the primary categories and can reach up to seven digits for the most specialized categories of business activity. Also referred to as the SIC code.

# **STREET TIME**

The time a container or trailer is away from the possession of the railroad.

#### SUBMISSION

The voluntary delivery to the appropriate Customs officer of the entry summary documentation for preliminary review or of entry documentation for other purposes. (19CFR141.0)

# **SUFFERANCE WAREHOUSE (CDN)**

Sufferance warehouses are privately owned and operated facilities licensed by the CBSA for the short-term storage and the examination of imported goods pending release from customs. Sufferance warehouse keepers charge user fees to their clients for storage and handling. Goods may stay in a sufferance warehouse for up to 40 days.

#### SUSPENSION OF LIQUIDATION

The delay in liquidation of entries affected by U.S. Customs, usually the result of an anti-dumping investigation, etc.

#### SURFTY

An obligator on a surety bond. Specifically, an individual(s) or entity providing a guarantee for the payment of all government debts secured by a bond as evidenced by the surety's name and the authorized signature on the bond.

#### SUV

Sport/utility vehicle.

#### SYNCHRONIZED TRANSMISSION

Transmission with built-in mechanisms to automatically "equalize" the speed of its gears to allow smooth shifting without the need to double-clutch.

## SYSTEM EQUIPMENT

Equipment owned or leased by a railroad. Each railroad considers their own equipment as system equipment.



# T & E ENTRY (TRANSPORTATION AND EXPORTATION ENTRY)

A US Customs Form (CF7512) declaring goods which are entering the United States (e.g. from Canada) for the purpose of exportation through a U.S. port. Carriers and warehouses involved must be bonded. Also known as a T&E Bond.

## **TAG AXLE**

See Axle.

# **TANDEM AXLE (TANDEMS)**

Pair of axles and associated suspension usually located close together (see Spread Axle).

# **TEAM (DRIVER TEAM)**

Team of two drivers who alternative driving and resting.

# **TARE WEIGHT**

- a) The weight of a container and the material used for packing.
- b) As applied to a car/trailer, the weight of the car/trailer exclusive of its contents.

# **TARIFF**

A tax assessed by a government on goods as they enter (or leave) a country. May be imposed to protect domestic industry and/or to generate revenue. Types include ad valorem, specific, variable, or some combination.

# TARIFF CLASSIFICATION

Determination of the appropriate customs tariff number for the assessment of duties. Also known as Harmonized System classification or H.S. Code.

## **TARIFF SCHEDULE**

A comprehensive list of the goods which a country may import and the import duties applicable to each product.

#### TCP (TRADE CHAIN PARTNERS)

Referring the CSA (Customs Self-Assessment) program whereby importers must provide complete listing of USA vendors and Canadian consignees to Canada Customs for approval.

## **TEMPORARY IMPORT BOND (TIB)**

Articles not imported for sale, admitted into the U.S. on a temporary basis without the payment of duty, under bond for their exportation. (19CFR, Sec. 10.31)

# **TEU (TWENTY-FOOT EQUIVALENT UNIT)**

Standardized unit for measuring container capacity on ships, railcars, etc.

#### T.I.B.

See Temporary Importation Bond.

#### TL (TRUCKLOAD)

The quantity of freight required to fill a trailer; usually more than 10,000 pounds (see LTL).

#### **TL CARRIER**

Trucking company which dedicates trailers to a single shipper's cargo, as opposed to an LTL (Less Than Truckload) carrier which transports the consolidated cargo of several shippers and makes multiple deliveries (see LTL Carrier).

#### **TOFC (TRAILER ON FLATCAR)**

Method of moving cargo which involves transporting semitrailers on railroad flat cars (see Piggyback).

#### **TRACTOR**

Truck designed primarily to pull a semitrailer by means of a fifth wheel mounted over the rear axle(s). Sometimes called a truck tractor or highway tractor to differentiate from it from a farm tractor.

# **TRACTOR TRAILER**

Tractor and semitrailer combination.

## **THROUGH RATE**

A rate applicable from origin to destination over two or more rail carriers.

#### **TOFC (TRAILER ON FLAT CAR)**

A rail trailer or container mounted on a chassis that is transported on a rail car. Also known as piggyback.

## **TRAILER**

A rectangular shaped box with permanent wheels attached for the transport of goods on rail, highway or a combination of both.

# TRANSFORMATION-SUBSTANTIAL

A manufacturing process which results in a new and different article having a distinctive name, character, or use which is different from that originally possessed by the article or material before its subjection to the manufacturing process. (19CFR10.15)

#### **TRANSLOAD**

To physically transfer product from one transportation vehicle to another.

# TRANSPORTATION IN BOND

An entry of articles under the rules and regulations prescribed by the Secretary of the Treasury for transporting those articles in bond without appraisement to any other port of entry designated. (19CFR18.11)

#### TRI-AXLE

Truck, tractor or trailer with three axles grouped together at the rear (see Tridem).

#### TRIDEN

Group of three axles on a truck, tractor or trailer. Tridems are most common on European semitrailers.

#### **TRIP LEASING**

Leasing a company's vehicle to another transportation provider for a single trip.

#### TRIP RECORDER (ON-BOARD COMPUTER)

Cab-mounted device which electronically or mechanically records data such as truck speed, engine rpm, idle time and other information useful to trucking management.

#### **TRUCK**

Vehicle which carries cargo in a body mounted to its chassis, rather than on a trailer towed by the vehicle.

#### **TWINS (TWIN TRAILERS)**

See Doubles.



#### **ULEV**

Ultra-low emissions vehicle.

# UMLER (UNIVERSAL MACHINE LANGUAGE EQUIPMENT REGISTER)

A computer readable file of vital statistics for each railroad car in service. It applies to all railroads, types of cars, and data processing machines.

# UIIA (UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT)

A standard equipment interchange contract used in the intermodal industry that has been developed by water, rail and motor carriers and is administered by IANA.

# **UPPER COUPLER**

Load bearing surface on the underside of the front of a semitrailer. It rests on the fifth wheel of a tractor or dolly and has a downward-protruding kingpin which is captured by the locking jaws of the fifth wheel.



## **VALIDATED EXPORT LICENSE**

A document issued by the U.S. government authorizing the export of commodities for which written export authorization is required by law.

# **VALUATION**

The appraisal of the worth of imported goods by Customs officials to determine the amount of duty due in the importing country.

# **VALUE INCLUDED**

Generally, a shipment of goods which arrives in Canada subsequent to the main consignment that was reported to Customs (e.g., a missing box which arrives after the shipment has cleared, but which has already been accounted for).

## **VAN GROUNDING**

The event when a container or trailer is taken off of the train and placed on the ground for customer pickup. At this time, the container is mounted on a chassis and the notify party is notified.

## **VAN NOTIFY**

The event when the notify party is notified by the railroad that the container or trailer is available for pickup.

#### **VESSEL'S MANIFEST**

Statement of vessel's cargo, revenue, consignee, etc.

# **VFCC (VALUE FOR CURRENCY CONVERSION)**

The value of imported products in the currency of sale (subject to any applicable additions or deductions) prior to conversion into Canadian funds.

## **VFD (VALUE FOR DUTY)**

The value of goods in Canadian funds upon which duty is assessed.

# **VFT (VALUE FOR TAX)**

The value on which the GST or HST is calculated. The VFT is the aggregate of customs duties (including Excise duties and taxes, if any) and any applicable SIMA assessment.

## **VIN (VEHICLE IDENTIFICATION NUMBER)**

Assigned by the manufacturer, this number is unique to each vehicle and appears on the vehicle's registration and title.

## **VMRS (VEHICLE MAINTENANCE REPORTING STANDARDS)**

Set of codes developed to facilitate computerized tracking of parts and labor used in equipment repair. Established and maintained by the American Trucking Associations.



#### **WALKING BEAM SUSPENSION**

Type of truck and tractor rear suspension consisting of two beams, one at each side of the chassis, which pivot in the center and connect at the front to one axle of a tandem and at the rear to the other axle.

## **WAREHOUSE (BONDED)**

A place used for the storage and custody of imported merchandise that is subject to duty until duties are paid or the goods are reshipped without entry from the import country. Also a public warehouse covered by a surety bond.

## WAYBILL

A document covering a shipment and showing the forwarding and receiving station, the names of consignor and consignee, the car initials and number, the routing, the description and weight of the commodity, instructions for special services, the rate, total charges, advances and waybill reference for previous services and the amount prepaid.

## **WELL CAR**

An intermodal flat car that was specifically designed to place one container on top of another better utilization and economics. Referred to as a well car because the cars are depressed in the center to allow clearance of the double stacked containers when moving under low-lying structures.

## WIM (WEIGH-IN-MOTION)

Technology for determining a vehicle's weight without requiring it to come to a complete stop.



# **YARD JOCKEY**

Person who operates a yard tractor.

## YARD TRACTOR (YARD MULE)

Special tractor used to move trailers around a terminal, warehouse, distribution center, etc.





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