

## GENERAL TERMS AND CONDITIONS OF CARRIAGE

Rates are subject to the following conditions of carriage:

### Additional Labour:

If additional labour (2 or more men) is required for pick up or delivery, it will be charged at \$37.00 per hour (per additional man required), charged in 15 minute increments.

### After Hours Delivery / Pickup:

Shipments that require delivery or pickup outside our regular business hours will be subject to a charge of \$100.00 in addition to the prescribed freight charges within local city limits. Additional charges will apply beyond city limits. Please check with your local terminal for regular business hours.

### Appointment Deliveries:

All shipments requiring Courtesy to book an appointment for delivery will be charged a \$30.00 surcharge.

This charge applies when a shipment requires:

- a) A specific appointment time of delivery or;
- b) Delivery during a specified range of time that does not allow the delivery to occur with regular operating procedures.

The bill of lading or any shipping document must have a notation requesting the prearranged time of delivery or specified range of time. The charge also applies if requested by the consignee. Courtesy will perform the delivery on a best efforts basis and will not be liable for any consequential damages, costs, and/or fines as a result of shipment delay.

### Bill of Lading – Change in Terms:

A charge of \$10.00 per Bill of Lading or Change will be assessed.

A change in the terms of the Bill of Lading authorizing a change regarding payment of freight charges (i.e. from prepaid to collect) will be subject to the above charge.

### Bonded Freight:

For Bonded freight there will be a surcharge of 2.05 CWT with a minimum of \$35.00.

### Call Prior to Delivery:

A charge of \$15.00 will apply. This charge will be applied when the bill of lading or any shipping order is tendered containing any request that Courtesy notify the consignee prior to delivery by any means whatsoever. The charge also applies in cases where the consignee makes the request for notification. Any requests resulting in an "Appointment Delivery" being made will be subject only to "Appointment Delivery" charges as noted above.

### Cash Collect:

All Cash Collect shipments will be subject to a surcharge of \$15.00 per shipment.

### Chain of Signature Documentation:

Shipments requiring chain of signature paperwork will be charged an additional \$20.00.

### Cheque Pickup Charge:

A \$25.00 charge will apply to pick up and return a cheque from the consignee to the shipper. Courtesy shall not be liable for the amount of the cheque.

### Claims Minimum Value:

Claims with a value less than \$50.00 will not be honoured or processed.

### C.O.D. Service:

For C.O.D. shipments there will be a charge of 6% of the C.O.D. amount, with a minimum charge of \$16.80. The C.O.D. fee applies when a Courtesy driver is asked to pick up cash or a certified cheque, payable to Courtesy, before the freight can be delivered.

**Corrected Bills of Lading:**

Corrected Bills of Lading from "Collect to Prepaid" and / or "Prepaid to Collect" will be subject to a correction Fee of \$10.00 per request.

**Credit Terms:**

All shipping charges are net 30 days from date of invoice, including holidays, on approved credit.  
All past due account balances are subject to an interest charge of 2% per month.

**Cube Rule:**

A minimum density of 14 lbs. per cubic foot of space utilized. If any shipment occupies 10 feet or more of trailer, the minimum chargeable weight will be 1000 lbs. per linear foot. Shipments, which because of size, shape, nature of construction and/or other inherent characteristics, prevent the loading of freight above, beneath, and/or around, shall be assessed charges on the basis of cubing the shipment to the roof of the trailer (minimum 96") for space occupied at the applicable rate of charge.

**Dangerous Goods:**

There will be a \$1.00 per CWT charge for dangerous goods shipments with a minimum of \$15.00 and maximum of \$30.00 per shipment.

**Detention with Power:**

<u>Billable Weight in Pounds</u>	<u>Free Time</u>
0 - 1999 lbs.	15 min free
2000 - 9999 lbs.	30 min free
10000 - 19999 lbs.	1 hr free
20000 - 29999 lbs.	1 hr, 30 min free
30000 lbs. and over	2 hrs free

Detention with power rates apply when a driver is detained at the customers for more than the allowable stop time as stated as above, and the carrier is not responsible for the delay. Excess time will be a charged at \$21.25 per 1/4 hr, minimum 1/4 hr. The combined weight of multiple shipments will be used to determine free time.

**Detention without power:**

Trailers (dry van) left on site for loading or unloading will be allowed 24 hours' free time. Charge will be \$75.00 per trailer per 24-hour period or fraction thereof. Positioning charges may apply.  
Trailers (reefer units) will be assessed an additional operating / maintenance hourly fee.

**Dimensional Freight:**

Products such as pipe, lumber, metal sheets etc. shall move via the Deck division, subject to a 1000 lbs. minimum charge. Applies to freight not compatible with general van LTL shipments / deliveries.

**Explosives:**

There will be a \$100.00 charge for explosive (Class 1) shipments. Dangerous Goods charge will not apply.

**Flower Shipments:**

All cut flowers and live plants are shipped at owner's risk.

**Fuel Surcharge:**

Rates are subject to fuel surcharges if and when applicable.

**Inside Deliveries:**

Inside deliveries / pick up to the main floor of a building will be charged an additional \$35.00.

**Long Freight Handling:**

Shipments containing articles that equal or exceed 10 feet in length will be subject to a charge of \$50.00 in addition to all other applicable charges.

**Mall Deliveries:**

Mall deliveries will be charged an additional \$40.00.

**Non-Direct Service:**

Non-Direct service points to move prepaid to closest Courtesy Terminal, collect beyond.  
Non-Direct through rated points subject to connecting carrier increases.

**Packaging:**

Courtesy waives all liability for freight deemed improperly packaged.  
Courtesy waives all liability for lost freight not labeled with the name and address of the consignee and/or shipper.  
Used, uncrated or inadequately packaged freight will be shipped at owner's risk.

**Pallet Returns:**

Pallet returns will be charged at \$2.00 per pallet with a minimum of \$28.00. Return of empty pallets must coincide with a pick up or delivery. If a separate pick or delivery is requested for the return of pallets, it will be charged at full tariff.

**Proposal Acceptance:**

Rate proposals will expire within 30 days unless confirmation of acceptance is received within a 30-day period. Upon acceptance, traffic must move within 90 days to keep the rate agreement in effect.

**Protective Service (Heat):**

If heated service is required add 12%, with a minimum of \$15.00 to the above rates.

**Rate Escalation:**

Rate agreements, while subject to an annual review, will be increased annually by the Provincial Consumer Price Index (Transportation excluding energy) posted on the Government of Canada website at:  
<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01q-eng.htm>

**Re-Delivery:**

Re-Delivery will be charged at tariff rate from servicing terminal.

**Residential/Farm Site/Construction Site Deliveries:**

There will be a \$55.00 charge for shipments being delivered to a residential area (whether operating as a business or not), farm, or construction site.

**Reweigh:**

If weight on Bill of Lading does not match the scaled weight a \$10.00 scale fee plus the charge for the additional weight will apply. For shipments subject to reweighing, the product, container, packaging, pallet and any other item attached to or part of the shipment will be included in the reweighed weight.

**Road or Route Closures / Detours:**

All rates are quoted assuming normal road operating conditions. Courtesy reserves the right to increase the rates or cancel the service if weather and/or road conditions restrict or impede the operation of our equipment on the road network. Courtesy will not be responsible for fines, penalties, air freight expenses or any other extraordinary costs that may have to be incurred by any party should Courtesy be prevented from performing the intended service due to poor weather or road conditions/restrictions.

**School Deliveries:**

School deliveries will be charged an additional \$40.00.

**Second Floor Deliveries:**

An inside delivery/pick up to any floor other than the main floor will be charged an additional \$45.00.

**Shipment Delay:**

Courtesy will not undertake liability for any costs or penalties arising from late pick ups, missed pick ups, late deliveries, early deliveries or missed appointments.

**Storage:**

Dry Freight: \$1.00 per CWT per day \$20.00 min charge  
Protected Service: \$1.65 per CWT per day \$45.00 min charge

**Tailgate Service (Where Available):**

For shipments requiring a tailgate for pickup or delivery there will be a charge of \$35.00.

**Tax:**

Rates are subject to all applicable taxes.

**Valuation:**

Maximum carrier liability is \$2.00 per pound unless a declared value is stated on the Bill of Lading. Valuation in excess of \$2.00 per pound is charged at 3% of the excess value, with a minimum charge of \$10.00. Maximum valuation is based on actual weight.

**Weekend / Holiday Deliveries:**

A charge of \$250 per delivery will apply in addition to the prescribed freight charge whenever we are asked to perform pick up or delivery on a weekend or holiday and it is necessary to call a driver in to perform the service. Please ask customer service or your sales representative for certain servicing terminals that perform Saturday pickup or delivery without any additional charge.

**Subject to Change Without Notice**  
**Please see our website for current Terms & Conditions.**