

PACIFIC COAST WAREHOUSING LTD. STANDARD CONTRACT
TERMS AND CONDITIONS
FOR TRANSPORTATION OF GOODS

UNLESS OTHERWISE SPECIFICALLY NOTED ON THE RATE QUOTE, ALL FREIGHT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

GENERAL

PACIFIC COAST WAREHOUSING LTD. RESERVES THE RIGHT TO ASSESS A SURCHARGE ON THE RATES QUOTED IN THE EVENT OUR COSTS INCREASE SIGNIFICANTLY DUE TO INCREASES IN FUEL, INSURANCE, OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL. EITHER PARTY MAY CANCEL THIS AGREEMENT PROVIDING 30 DAYS WRITTEN NOTICE IS PROVIDED TO THE OTHER PARTY.

BILL OF LADING

BILL OF LADING CONSTITUTES THE ENTIRE TRANSPORTATION CONTRACT FOR THE TRANSPORTATION OF GOODS DESCRIBED BY THE SHIPPER ON THE BILL OF LADING AND THE BILL OF LADING MUST CONFORM TO THE REGULATIONS IN FORCE IN THE PROVINCE WHERE THE GOODS ORIGINATED. ANY ALTERATION OR AMENDMENT OF THE CONTRACT OF CARRIAGE SHALL BE WHOLLY WITHOUT EFFECT UNLESS SUCH ALTERATION OR APPEARS ON THE FACE OF THE BILL OF LADING AND IS SIGNED BY EACH OF THE SHIPPER AND THE ORIGINATING CARRIER. NO OTHER DOCUMENT SHALL FORM ANY PART OF THE TRANSPORTATION CONTRACT UNLESS IN WRITING, AND SIGNED BY EACH OF THE SHIPPER AND THE ORIGINATING CARRIER PRIOR TO THE ORIGINATING CARRIER HAVING ACCEPTED THE SHIPMENT FOR TRANSPORTATION.

PICK-UP AND DELIVERY SERVICES

- a) JOBSITES & TRADESHOWS
SUCH SHIPMENTS WILL BE SUBJECT TO A SURCHARGE OF \$25.00.
- b) EXTRA LABOUR LOADING OR UNLOADING
SUCH CHARGES ARE \$35.00 PER PERSON FOR EACH HOUR OR FRACTION THEREOF, WITH A MINIMUM CHARGE OF \$70.00. THE HOURLY TIME SHALL BE COMPUTED FROM THE TIME THE EXTRA LABOUR LEAVES THE CARRIER'S TERMINAL UNTIL THEY RETURN TO THE CARRIER'S TERMINAL.
- c) EXTRA DELIVERIES PER SINGLE ORDER
WHEN EXTRA DELIVERIES ARE REQUIRED FOR A SINGLE BILL OF LADING AT THE REQUEST OF THE CONSIGNEE, OR DUE TO WEIGHT RESTRICTIONS AT NO FAULT OF THE CARRIER, AN ADDITIONAL CHARGE OF \$20.00 PER PALLET OR ROLL, WITH A MINIMUM OF \$30.00, WILL BE ASSESSED.
- d) PRIVATE RESIDENCE
THE TERM "PRIVATE RESIDENCE" WILL INCLUDE FARMS, APARTMENT HOUSES, HOMES, COUNTRY CLUBS, AND ESTATES. EACH SHIPMENT PICKED UP AT OR DELIVERED TO A PRIVATE RESIDENCE WILL BE SUBJECT TO A CHARGE OF \$25.00.
- e) WEEKEND PICKUPS AND DELIVERIES
ADDITIONAL CHARGE OF \$65.00 PER HOUR MINIMUM \$260.00 WILL BE ASSESSED IN ADDITION TO FREIGHT COAST.
- f) SUPPLIES
WHEN STANDARD PALLETS OR SHRINK-WRAPPING IS REQUIRED BY THE CUSTOMER A CHARGE OF \$7.50 PER SKID WILL BE ASSESSED.

CLAIMS AND LIMITATIONS OF CARRIER LIABILITY

LIABILITY FOR ANY COST OR PENALTIES ARISING FROM LATE DELIVERIES OR MISSED APPOINTMENTS WILL NOT BE ACCEPTED. LIABILITY FOR CARGO CLAIMS \$50.00 AND UNDER WILL NOT BE ACCEPTED. RATES AND CHARGES ARE BASED ON A VALUATION NOT EXCEEDING 2.00 PER LB (\$4.41 PER KG) IF A HIGHER VALUATION IS DECLARED, AN ADDITIONAL CHARGE OF 1% OF EXCESS VALUATION WILL BE ASSESSED. MINIMUM CHARGE \$2.00

NOTICE OF CLAIMS

NO CARRIER IS LIABLE FOR LOSS, DAMAGE OR DELAY TO ANY GOODS CARRIED UNDER THE BILL OF LADING UNLESS NOTICE OF SUCH LOSS, DAMAGE OR DELAY IS GIVEN IN WRITING AND THE ESTIMATED AMOUNT OF THE CLAIM, 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 9 MONTHS FROM THE DATE OF SHIPMENT THE FINAL STATEMENT OF THE CLAIM MUST BE FILED WITHIN 9 MONTHS THE DATE OF SHIPMENT, TOGETHER WITH A COPY OF THE PAID FREIGHT BILL.

PACKAGING RULES AND REGULATIONS

RULES, REGULATIONS AND CONDITIONS OF THE CANADIAN FREIGHT CLASSIFICATION AND RAC 6000 APPLY.

APPOINTMENT FEE

AN APPOINTMENT FEE OF \$0.30 PER CWT, SUBJECT TO A MINIMUM OF \$9.00 PER APPOINTMENT AND A MAXIMUM OF \$50.00 PER APPOINTMENT WILL BE ASSESSED.

PROOF OF DELIVERY

IF REQUESTED BY SHIPPER OR CONSIGNEE, SPECIAL DELIVERY RECEIPTS OR EXTRACTS OR COPIES OF CARRIER'S RECORDS GIVING SPECIFIC DELIVERY DETAILS WILL BE PROVIDED AT A CHARGE OF \$5.00 PER RECEIPT.

RE-DELIVERY OF FREIGHT

ALL SHIPMENTS WHICH ARE NOT ACCEPTED BY THE CONSIGNEE WHEN TENDERED FROM DELIVERY DURING A REGULAR WORKING DAY, WILL BE SUBJECT TO A RE-DELIVERY CHARGE OF \$2.00 PER CWT, WITH A MINIMUM CHARGE OF \$4.00. WHEN SHIPMENTS ARE REQUIRED TO BE RE-CONSIGNED, THE PARTY ORDERING SUCH RE-CONSIGNMENT SHALL BE REQUIRED TO PAY ANY ADDITIONAL CHARGES, SUBJECT TO A MINIMUM CHARGE OF \$40.00.

TRANSPORTATION OF DANGEROUS COMMODITIES

PCW DOES NOT ACCEPT DANGEROUS COMMODITIES FOR TRANSPORT. NO EXPLOSIVE OR OTHER DANGEROUS ARTICLE THAT MAY, IN THE OPINION OF PCW, CREATE A CONDITION HAZARDOUS TO ANY PERSONNEL OR GOODS IN THE WAREHOUSE SHALL BE PICKED UP OR DELIVERED TO THE WAREHOUSE AND ANY SUCH ARTICLE MAY, UPON BEING DISCOVERED, BE DESTROYED, DUMPED SOLD OR OTHERWISE DISPENSED OF AS THE WAREHOUSEMAN REASONABLY SEE FIT, THE WHOLE AT THE RISK AND EXPENSE OF THE OWNER AND/OR DEPOSITOR. PCW SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL FROM ITS PREMISES OF ANY OTHER GOODS OF ANY KIND DESCRIPTION AT ANY TIME OF THE CURRENT STORAGE MONTH.

SORTATION

THE LESSOR OF THE FOLLOWING CHARGES WILL BE ASSESSED WHEN SORTATION IS REQUIRED \$0.50 PER PIECE, MINIMUM \$ 12.00 PER SHIPMENT OR \$50.00 PER MAN-HOUR OR PART THEREOF.

STORAGE CHARGES

UNDELIVERED FREIGHT AND FREIGHT AWAITING TRANSPORTATION HELD BY THE CARRIER BY REASON OF AN ACT OR MISSION OF THE SHIPPER, CONSIGNEE OR OWNER, AND THROUGH NO FAULT OF THE CARRIER, WILL BE SUBJECT TO A STORAGE CHARGE \$ 2.50 PER CWT, PER DAY WITH A MINIMUM CHARGE OF \$25.00 PER DAY OR PART THEREOF. NOTE: FREE TIME ALLOWANCE- 24 HOURS (SATURDAY, SUNDAYS AND HOLIDAYS WILL NOT BE INCLUDED IN THE ASSESSMENT OF CHARGES)

WAITING TIME

DETENTION CHARGES WILL BE ASSESSED WHEN VEHICLES AND DRIVERS, THROUGH NO FAULT OF THE CARRIER, ARE DELAYED OR DETAINED DURING PICKUP OR DELIVERY. ON LTL SHIPMENT UP TO AND INCLUDING 5,000 LBS A ½ HOUR IS ALLOWED FREE TIME, FOR 5,001 LBS UP TO AND INCLUDING DURING PICKUP OR DELIVERY. ON HOUR, AND ON 10,001 LBS AND OVER 2 HOURS IS THE MAXIMUM TIME FOR LOADING OR UNLOADING. THE CHARGE WILL BE \$50.00 PER HOUR OR PART THEREOF.

DETENTION OF EQUIPMENT

WHEN TRAILERS ARE DETAINED BY THE CUSTOMER FOR MORE THAN 48 HOURS A SURCHARGE OF \$75.00 PER DAY FOR DRY UNITS OR \$ 15.00 PER DAY FOR HEATED UNITS WILL BE ASSESSED.

TAILGATE

SUBJECT TO AVAILABILITY OF EQUIPMENT AND SUBJECT TO A SURCHARGE OF \$2.50 PER CWT WITH A MINIMUM CHARGE OF \$35.00 MAXIMUM \$ 100.00

COLLECT ON DELIVERY (C.O.D.)

THE C.O.D. FEE WILL BE 5% OF THE VALUE OF THE SHIPMENT, SUBJECT TO A MINIMUM CHARGE OF \$25.00, THE SHIPPER WILL BECOME RESPONSIBLE FOR THIS PAYMENT. CHARGES MUST BE MADE IN WRITING.

TERMS CHANGES OF FREIGHT CHARGES

INSTRUCTIONS FROM THE SHIPPER TO CHANGE THE FREIGHT CHARGE COLLECTION STATUS FROM "PREPAID" TO "COLLECT," OR FROM "COLLECT" TO "PREPAID" WILL BE ACCEPTED ONLY IF IN WRITING.

CASH COLLECT

A SURCHARGE OF \$15.00 PER ORDER WILL BE ASSESSED.

PALLET RETURN

A HANDLING CHARGE OF \$ 3.00 PER PALLET IS APPLICABLE FOR RETURNED PALLETS.

GST & PST

WILL BE ASSESSED ON ALL TRANSPORTATION CHARGES AT THE PRESCRIBED RATE

PERSONAL EFFECTS

HOUSEHOLD AND PERSONAL EFFECTS WILL NOT BE ACCEPTED FOR SHIPMENT UNLESS PROPERLY CRATED AND MUST MOVE AT THE OWNER'S RISK OF DAMAGE. PACIFIC COAST WAREHOUSING LTD. ACCEPTS NO LIABILITY FOR DAMAGES OR SHORTAGES.

ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS

THE SHIPPER SPECIFICALLY ACKNOWLEDGES HAVING READ AND UNDERSTOOD, AND ACCEPTS THE TERMS AND CONDITIONS NOTED ABOVE, AS THE GOVERNING TERMS AND CONDITIONS FOR THE TRANSPORTATION OF THE CUSTOMER'S GOODS BY PCW.

Signature: _____

Date: _____



**Pacific
Coast
Warehousing Ltd.**