



# FAVEL

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## TRANSPORTATION

Suite 101 – 93 Highland Rd.  
Moose Jaw, SK S6J 1M5

Ph: 306-692-8488  
logistics@favel.ca

### TERMS OF SERVICE

**1. Acceptance of Terms:** The Terms herein and as revised and published at [www.favel.ca/terms-of-service](http://www.favel.ca/terms-of-service) govern all Services offered by Favel Transportation Inc. (“Carrier”) to the Customer. These Terms are accepted by the Customer and incorporated into any agreement for Services by Carrier for Customer on the happening of any one or more of the following events: (1) Customer accepts a quotation, proposal or the Carrier’s offer to provide Services; (2) Customer authorizes the Carrier to provide Services; (3) Carrier provides Service to the Customer at the Customer’s request; or (4) Customer accepts the benefit of the Services provided by the Carrier (5) Customer tenders goods to the Carrier for Services. In the event of any conflict between the Terms and (i) the applicable law (ii) any other term or condition contained in any Customer’s acknowledgment, (iii) any communication of acceptance of Carrier’s offer to perform services, (iv) any other document, agreement, bill of lading between the Carrier and Customer, then Terms herein shall prevail to the extent of such inconsistency, as permitted by law. Even where no conflict exists, the Carrier shall not be liable for any terms, conditions that have not expressly been agreed to in writing by the Carrier. Notwithstanding the foregoing, in the event that Carrier’s offer to perform Services has been issued in response to Customer’s offer through a load tender process, and if any of the Terms herein add to, vary from or conflict with any terms of Customer’s offer, then the acceptance by Customer of the Carrier’s tender to perform Services shall constitute an acceptance of these Terms by Customer. The Carrier reserves the right to change the Terms at any time(s) without notice and any changes will be posted at [www.favel.ca/terms-of-service](http://www.favel.ca/terms-of-service) and can be made available upon request. The version of the Terms in effect on the date a shipment is tendered to the Carrier will apply. The Terms may be modified by the Customer only by a written instrument executed by authorized representatives of the Carrier.

**2. Use of Third Parties:** The Carrier is authorized and shall have full discretion to select and engage any other motor carriers, forwarders, customhouse brokers, agents, warehousemen and others (each a “Third Party” and, collectively, “Third Parties”) as may be required, to transport, store, deal with and deliver the goods. The goods may be entrusted to any such Third Parties subject to all conditions as to limitations of liability for loss, damage and to all rules, regulations, requirements and conditions, whether printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such applicable Third Parties. Carrier shall in no event be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when such goods are in the custody, possession or control of Third Parties selected by Carrier to forward, enter and clear, transport or render other services with respect to such goods. Notice by the Carrier to the Customer that a Third Party or Third Parties have been selected shall not be construed to mean that the Carrier warrants or represents that any such Third Party or Third Parties will render Services in any manner. It is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, motor carriers, forwarders, customhouse brokers, agents, warehousemen or others in whose actual custody or control the goods may be at the time of such loss, damage, expense or delay, and that Carrier shall not be liable or responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in the actual custody or control of Carrier and the damages alleged to have been suffered be proven to be caused by the negligence or willful misconduct of Carrier, its officers or employees, in which event the limitation of liability set forth in paragraph titled Limitation of Liability of Carrier shall apply.

**3. Customer’s Covenants, Representation and Warranties:** The Customer makes the following Covenants, Representations and Warranties: (i) that the Customer accepts the Terms and that acceptance of these Terms has been authorized by a representative of the Customer; (ii) that it has tendered transit worthy cargo for the intended Services, (iii) that it has notified Carrier in writing of applicable laws, regulations and instructions governing the cargo, (iv) that the

goods given to the Carrier are in full compliance with declaration, marking, and all requirements of the respective U.S. and Canadian Customs Services, the U.S. Food and Drug Administration and Health Canada, and any other statutes, rules, and regulations of any Federal, state, provincial, and/or local authorities applicable to the Customer's goods including without limitation the offering for transport of Hazardous and/or Dangerous Goods. (iv) that the cargo does not contain any illegal drugs, weapons or other contraband (v) that it the owner or the authorized agent of the owner of the cargo; (vi) that it has the authority to accept the Terms for itself or as agent for owner and any other person involved in the transportation, including but not limited to any consignor or consignee, logistics providers, freight forwarders, or insurers, and these Conditions will be binding on such persons or entities (vii) that all goods are properly loaded, packed, blocked and braced to prevent shifting and are accurately described on all the documents; (viii) that the Trailer, if applicable, is suitable to carry the cargo (ix) that the weight of the cargo and the intermodal container/trailer will not exceed applicable weight limitations and will be accurately stated in Customer's shipping instructions (x) that it shall not, during the period(s) in which Services are provided and for a period of (1) year following, directly or indirectly, whether for themselves or any other person or entity, without the prior written consent of the Carrier (1) employ, engage or contract; (2) solicit for employment, engagement or contract; (iii) encourage to leave their employment or engagement; or (iv) encourage to terminate their contract, any employee, driver, client, consultant or independent contractor of the Carrier or its affiliates that was involved in the Services provided to the Customer (xi) Customer shall pay for all transportation and accessorial charges where there has been an erroneous determination of freight charges assessed based on incomplete or incorrect information provided by Customer. If the description of Goods, weight or any other information on the bill of lading is found to be incorrect or incomplete, all transportation and accessorial charges must be paid by Customer for the freight transported (xii) the Customer shall not provide any documents, specie or articles of extraordinary value unless there is a special agreement in writing to do so that specifies the document, specie or article and the value.

**4. Customer's General Responsibilities:** (i) Customer is responsible for complying with all licensing, classification, valuation, marking and other Customs' requirements, laws, regulations, and rulings enforced by any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency, including but not limited to the U.S. Food and Drug Administration, and all other requirements, laws and regulations of any applicable country or governmental agency. (ii) Customer shall provide all information and instructions that are reasonably necessary for the Carrier to provide Services to the Customer, in accordance with any applicable laws, rules, regulations or conventions. (iii) Customer will provide detailed and accurate descriptions of any goods tendered to Carrier as well as accurate weights (iv) Customer shall apply and pay for all licenses, permits or authorities required by governmental authorities to conduct the business and the transportation contemplated by Customer; (v) Customer shall to provide goods for shipment that will or would reasonably be expected to contaminate, taint, corrode, or otherwise adversely impact the quality or condition of other goods being transported, or the Trailer (vi) the Customer will obtain all necessary permits and authorizations necessary to ship the goods, such as but not limited to, export and import licenses and permits (vii) Customer shall ensure that goods are not in violation of any prohibitions on selling to any person on a U.S. or Canadian export control list. (viii) the Customer shall comply with United States, European Union, and United Nations export control and trade sanctions laws and regulations (ix) Customer shall ensure that neither it directors, officers, or subsidiaries are not designated or sanctioned parties under Export Control and Trade Sanctions; (x) Customer agrees not to request services in connection with goods, countries, regions, and/or parties subject to Export Control and Trade Sanctions absent government authorization and compliance with law (xi) Customer acknowledges that the Carrier may refuse to receive, process, or release an order that appears to Company to involve goods, countries, regions, and/or parties subject to Export Control and Trade Sanctions; and (xii) to provide a reasonable time before export or entry, with complete and accurate information required by Export Control and Trade Sanctions, including product descriptions, quantities, weights, values, country of origin, harmonized tariff code, export classification, and any required government authorization (xiii) to ensure that the consignee or receiver is made aware that it is required to do a thorough inspection of the goods for visible damage at the time of delivery and to notify the Carrier by email as provided for herein of the damage within 24 hours from delivery (ivx) to ensure that that the consignee or receiver thoroughly examines and tests the goods for concealed damage and reports same to the Carrier by email 48 hours of delivery as required by these terms.

**5. Carrier's Rights, Responsibilities and Disclaimers:** (i) the Carrier is not required to accept a shipment tendered by Customer for Services. If the Carrier agrees to provide Services, the Carrier will arrange for providing Services in accordance with these Terms, within a reasonable time. THE CARRIER IS NOT RESPONSIBLE FOR COMPLIANCE WITH TRANSIT, PICKUP OR DELIVERY APPOINTMENT DATES OR TIMES AND WILL NOT BE IN ANY WAY LIABLE FOR TRANSPORTATION DELAYS. If the Services to be provided by Carrier is to solely arrange for transportation of the cargo with another company, the Carrier will arrange such transportation with reasonable dispatch (ii) the Carrier will inform other carriers only of the Customer's instructions that are in writing and that the Carrier as accepted. In all other cases, the Carrier will have no liability relating to such instructions (iii) Carrier may, in its sole and unfettered discretion, refuse to provide Services even after agreeing to do so and accepting cargo for shipments, without any liability to Customer; (iv) Carrier, its agents and other carriers used in the providing of Services shall remain as independent contractors to the Customer. Any other carriers engaged by the Carrier or their representatives shall not be deemed to be employees of the Carrier or involved in any joint venture or partnership with the Carrier. (v) Carrier will provide customer with proof of acceptance and delivery, if requested, subject to its usual and customary charges (vi) for shipments moving intermodally by roadway, insertion of the Carrier's name on the Bill of Lading as "Carrier" by any entity other than the Carrier will be for Customer's convenience and will not be construed as the Carrier is the actual "carrier" of that shipment. (vii) Carrier will not be liable for the following: (1) damage to cargo due to packaging, loading, unloading, blocking, bracing or securing of the goods; (2) damage to cargo due to inherent vice or defect in the cargo transported, including rusting of metals, swelling of wood caused by humidity, moisture or condensation, deterioration of perishable products, or damages caused by heat or cold; (3) damage to cargo due to force majeure events; (4) damage to cargo due to an act, omission or default of Customer, including the consignor, the consignee, the beneficial owner of the goods or other third party logistics provider; (5) shipments stopped and held in transit at Customer's request; or (6) loss or damage of cargo that violates any applicable law or regulation, or that goods may not have not been accurately described, or that have been loaded in a Trailer so that the combined weight exceeds applicable weight limits (7) any damage where the cargo was not available to inspect prior to packing and loading (vii) Carrier shall not be held responsible for any action taken, damages, fines, or penalties assessed by any governmental body due to the Customer's failure to comply with laws or breach of any Covenant, Representation or Warranty or the Customer's General Responsibilities. (viii) Carrier is not responsible for damage arising from breakdown or malfunction of refrigerated equipment or changes in temperature even if rates quoted are for temperature controlled equipment or temperature sensitive goods (ix) Carrier shall not be liable for any documents, specie or articles of extraordinary value that are included in the cargo unless there is a special agreement in writing to transport same that specifies the document, specie or article and the value.

**6. Rates and Schedules:** Rates and schedules may be published in rate catalogues or sheets, on a Customer specific basis or pursuant to a spot market rate quotation. Rates and service quotations are good faith estimates based upon information provided to Carrier, but final rates and service may vary based upon the shipment actually tendered, unknown circumstances, incorrect or incomplete information, and subsequent inclusion of the terms and conditions of the Terms. In addition to line haul or base transportation rates, unless otherwise agreed in writing, Customer agrees to pay the accessorial charges and fees set forth in Schedule A herein or otherwise agreed upon rates by Carrier and Customer shall govern. These rates are subject to change by Carrier at any time without notice.

**7. Payment and Collection:**

I. Customer shall be unconditionally liable for all agreed charges, fees and costs without any legal or equitable right of set-off of any kind or for any reason for any disputes or claims, including freight claims, overcharges, duplicate payments, disputed invoices or any amount alleged owed by the Carrier to the Client. Absent a written waiver by Carrier payment on all invoices are due in full within seven (7) days from invoice date. Invoices more than 30 days old will be charged interest at the rate of 2% monthly (24% annually) on all outstanding balances from the date the invoice is due to the date the payment is received.

II. Overcharge, refund claims or other billing disputes by Customer shall be made with the Carrier's accounting department, in writing, within the payment period, being 7 days from invoice date. The parties agree that any overcharge, refund claims or other billing dispute not made within 30 days shall be forever barred and the invoices shall be final, conclusive and binding on the Customer. Customer waives right to pursue any overcharge, refund

claims or billing dispute that were not raised within 7 days of the invoice date. Such claims cannot be used as an excuse for late or non-payment. Without a valid claim, interest will be charged as per paragraph 7.

III. If Customer's account is past due, Carrier shall have no obligation to refund any overcharges and Carrier, in its sole discretion, may apply any overcharge amounts or other payments the Carrier agrees it owes to the Customer, against the outstanding invoices. In any steps or proceeding taken to recover unpaid freight invoices from the Customer, the Carrier shall be entitled to interest, reimbursement for reasonable attorney's fees, collection agency fees, court costs and any related administrative fees and costs associated with the collection or attempted collection of past due bills before and after any proceeding was commenced for collection.

IV. Carrier may, at its sole and unfettered discretion, apply any payments made by the Customer to the oldest amount owing and interest and costs owing with respect to the outstanding amount, irrespective of how the Customer may have directed the payment.

**8. Lien on Property:** Carrier shall have a possessory lien and general lien on any and all property (and documents relating thereto) of Customer, in its actual or constructive possession, custody or control or en route, for all amounts owing to Carrier by Customer, consignor, consignee or owner of the cargo, whether due or not, in connection with any shipments of Customer or storage of goods on behalf of Customer or a consignee, even if previously delivered by Carrier. If such claim remains unsatisfied for seven (7) days after demand for its payment is made by any means of communication reasonable in the circumstances, Carrier may sell, upon ten (10) days written notice, sent by any means of communication reasonable in the circumstances, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Carrier. Any surplus from such sale shall be transmitted to Customer, and Customer shall be liable for any deficiency in the sale.

**9. Custom Charges:** As per the applicable law, the following notice is provided by the Carrier pursuant to 19 CFR 111.29 (b) (1). "If you are the importer of record, payment to the broker will not relieve you of liability for customs charges (duties, taxes, or other debts owed CBP) in the event the charges are not paid by the broker. Therefore, if you pay by check, customs charges may be paid with a separate check payable to the "U.S. Customs and Border Protection" which will be delivered to CBP by the broker."

**10. Route Selection:** The route chosen for the transportation of cargo shall be determined in the sole and unfettered discretion of the Carrier unless otherwise agreed in writing by the parties or established as part of a Customer's load tender process. Any costs associated with changes required by the Customer to the route shall be borne by the Customer themselves.

**11. Seals.** Shipper represents and warrants that a seal is placed on all shipments at the shipper/pick-up location and seal number is noted on the bill of lading. It is the Customer's responsibility that seals are placed when required as per any applicable law(s)

**12. Limitation of Liability of Carrier:**

- I. Carrier liability for cargo loss or damage, howsoever caused, for any international shipments arising from Services by Carrier having a point of origin outside of United States or Canada, Carrier's liability shall be limited to the lesser of (i) any applicable international carriage of goods convention or (ii) \$4.41 per kilogram.
- II. Carrier liability for any cargo loss or damage, howsoever caused, for Services that involve an origin point in the United States shall be governed by 49 U.S.C 14706 (the "Carmack Amendment") and 49 C.F.R Part 370.
- III. Carrier Liability for any cargo loss or damage, howsoever caused, for Services that involve an origin point in Canada shall be governed by the Uniform Bill of Lading or similar deemed contract of carriage terms and conditions in effect in the province of origin, or where there be no such legislation, in accordance with applicable common law.
- IV. In all other instances including shipments within the U.S. as well as in any instance involving an international shipment in which the terms of an international carriage of goods convention do not apply, CARRIERS LIABILITY FOR DIRECT PHYSICAL LOSS OR DAMAGE TO CARGO IN RESPECT OF I, II and III ABOVE, SHALL to the extent permitted by law, be the lesser of (i) the value of the goods at the place and time of shipment, including freight and other charges, if paid; and (ii) \$4.41 per kilogram computed on the total weight of the shipment damaged or lost. 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 be the lesser of (i) actual production cost of the damaged cargo less salvage value, or (ii) \$4.41 per kilogram for the shipment or part thereof that is damaged or lost.

V. CARRIER SHALL NOT, IN ANY CIRCUMSTANCES, BE LIABLE FOR DAMAGES EXTENDING BEYOND THE DIRECT PHYSICAL LOSS OR DAMAGE TO PROPERTY, INCLUDING (1) INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (2) CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM DELAY, LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF USE OR OPPORTUNITY, GOODWILL, MARKET SHARE OR FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES BY CARRIER, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Increased Liability of Carrier:** Customer may purchase an increased level of Carrier liability than otherwise deemed applicable at articles 11 above. Should Customer wish to exercise this option it must, prior to the tender of a shipment for carriage: i) provide a written request to Carrier, ii) secure the written agreement by an authorized representative of Carrier and iii) agree, in writing, to pay any applicable charges to Carrier

**14. Indemnity:** Customer shall indemnify and defend Carrier and its affiliated and associated companies, and their respective agents, officers, directors, third-party contractors and employees from and against any liability, loss, costs, claims and expenses, including attorneys' fees and costs of defense, arising out of a breach of the Terms, Customer's Representations and Warranties, Customer's General Responsibilities, or other negligent acts or omissions of Customer, its third-party contractors, agents or employees.

**15. Packaging, Marking and Paperwork:** Customer is responsible for adequate packaging to protect shipment and ensure safe transportation handling fragile goods including, but not limited to, glassware and electronics. Fragile goods must be identified and appropriately packaged or crated for shipment or any liability claim will be denied. Carrier undertakes only to use reasonable care in the handling of the shipment to ensure the provision of goods in a safe, timely, and professional manner. Customer, not Carrier, is responsible for ensuring compliance with all applicable laws and/or governmental authority relating to packing, marking, labeling, commodity identification, certifications, and all paperwork required for the safe and lawful transportation of its tendered cargo.

**16. Subcontracting Rights:** Carrier reserves the right to substitute or use alternate carriers or means of transportation and deviate from the regular route to expedite transportation. Such services shall only be used in the case that the services are in agreement with the provisions of the Terms and that Carrier uses reasonable care in the selection of such services. Carrier shall not be held liable for any loss, damage, expense, or delay to the goods serviced by third parties.

**17. Force Majeure Events:** Carrier shall not be liable for any failure to perform, including failure to timely perform, services under the Terms where such failure is wholly or partially due to an act of God, war, fire, weather, explosion, riot, civil commotion, act of terrorism, , strikes, threat of imminent strike, walkout, lock out, labour disruption, failure of suppliers, unavoidable casualty, pandemic, plague epidemic, public health emergencies or communicable disease outbreak, collision or upset, mob violence or other insurrection, governmental actions or regulation such as and without limiting the generality of the foregoing lockdowns, stay-at-home orders, mandated business closings, border closures or other travel restrictions, or to any cause whatsoever which is beyond the direct and exclusive ability of Carrier to control. In such case, performance by the Carrier of its obligation, at its option, shall be excused, delayed or suspended for the duration of the Force Majeure event.

**18. Material Adverse Change or Event:** Carrier shall be released from all of its obligations hereunder and not liable in any for any non-performance of its obligations in circumstances where there has been a material adverse change to the financial position of the Carrier. Material Adverse Change means any change in the business, results of operations, assets, liabilities, or financial condition of the Carrier, that individually or when taken together with all other changes that have occurred before the completion of the Carrier's services hereunder, that is likely to have a materially adverse effect upon the condition of the Carrier. For greater certainty, the following shall constitute and be taken into account in

determine whether there has been an Material Adverse Change (i) changes, developments, conditions or events affecting the industry in general in which the Carrier operates; (ii) changes, developments or conditions in or relating to the economy in general, or international, financial or capital markets in general (iii) any changes or proposed changes in any law applicable to the Carrier, the interpretation, application or non-application of any law applicable to the Carrier by any governmental entity generally and not specific to the Carrier, in GAAP or in accounting standards; (iv) any change in global, national or regional political conditions or any act of war (whether declared or undeclared), sabotage or terrorism, any outbreak of hostilities or any escalation or worsening of any an act of war (whether declared or undeclared); (v) any natural disaster; governmental actions or regulation such as and without limiting the generality of the foregoing lockdowns, stay-at-home orders, mandated business closings, and travel restrictions; (vi) , pandemic. Epidemic, or communicable disease outbreak negatively affecting the operations of the Carrier (vi) any union certification process that may be contemplated, initiated or completed as a result of the announcement of or the completion of the transactions contemplated by this Agreement;

**19. Inspection and Initial Notification of Damage or Loss:** As a condition precedent to the filing of a claim for loss or damage to the Carrier, the Customer shall report visible damage or loss to shipment at the time of delivery and obtain a signed receipt of such notification and forward same to the Carrier within 24 hours by email at [logistics@favel.ca](mailto:logistics@favel.ca). The failure to make such notification of visible damage or loss to cargo shall be conclusive that the cargo was delivered in good order and condition at delivery. Written notification of concealed damage or loss must be sent to Carrier within 48 hours of receipt of delivery of the shipment, by email to [logistics@favel.ca](mailto:logistics@favel.ca) along with a request to Carrier to inspect the damage. Original shipping carton and contents must be retained by consignee for inspection until the claim is processed and a decision made by the Carrier. Good cause, in the discretion of the Carrier, must be presented to Carrier's satisfaction as to why visible damage was not noted or discovered at delivery. The failure to make such notification of concealed damage or loss to cargo shall be conclusive that the cargo was delivered in good order and condition.

**20. Claims for Loss and Damage to Cargo:** Carrier shall not be liable for any claims not presented to it, in writing, within 7 days after delivery date. The Customer must submit, by email to [logistics@favel.ca](mailto:logistics@favel.ca), within the time limit stipulated in these Terms with its claim (1) written proof of Initial Notification of damage or loss; (2) pictures showing the loss or damage (3) the location of the goods, shipping cartons and contents may be inspected; (4) a sworn proof of loss containing facts and documents sufficient to identify the shipment (or shipments) or property involved, (5) asserting liability for alleged loss, damage; (6) making claim for the payment of a specified or determinable amount of money. All electronic communication should be directed to [logistics@favel.ca](mailto:logistics@favel.ca). The failure to submit all the items set out herein shall result in a denial of the claim. The Customer and Carrier agree that:

I. As to all shipments for export or import, in no event shall Company be liable for any act, omission or default by it in connection with an exportation or importation, unless a claim shall be presented within seven (7) days from delivery date in a written statement to which sworn proof of claim shall be attached, along with (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money. All electronic communication should be directed to [logistics@favel.ca](mailto:logistics@favel.ca)

II. Prima facie evidence that a shipment was delivered in good condition is a delivery receipt signed by the consignee without written exceptions and notice of loss or damage. Notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents will not be considered by Carrier as sufficient to comply with the minimum claim filing requirements above

III. Commencing a proceeding does not constitute compliance with the above notice provisions

IV. Claims Filed for Uncertain Amounts: whenever a claim is presented against Carrier for an uncertain amount, such as "\$100 more or less," Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions above.

**21. Investigations of Cargo Claims:** Each claim for loss or damage to cargo filed against Carrier in the manner prescribed herein will be promptly and thoroughly investigated. Carrier reserves the right to require any and all other documentation it deems necessary, in its sole discretion, to investigate any claim. Regardless of the foregoing, each claim will be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a copy of the original invoice, or an extract made therefrom, certified by the claimant to be true and correct. For shipments or any part thereof which are not delivered, Carrier reserves the right to require certification from the claimant that the missing cargo has not been received from any other source. Carrier reserves the right to select a third-party representative or adjuster to inspect any goods or shipments involved in a claim, including any materials used to package or protect the shipment for transportation at the place of delivery. The failure by Customer to provide timely notice of any loss or damage, the failure to permit or arrange inspection as require herein, or the failure to provide complete information to Carrier, without limitation, regarding the storage location of damaged goods, condition of the goods, any quality testing results, any other investigative results, etc., shall null and void any claims against the Carrier.

**22. Processing of Salvage:** whenever baggage or material, goods, or other property transported by Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon. Whenever disposition of salvage material or goods will be made directly to an agent or employees of Carrier or through a salvage agent or company in which Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, Carrier's salvage records will fully reflect the particulars of each transaction or relationship, or both as the case may be. Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, Carrier will record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same. If Carrier does not receive disposition instructions within forty-eight (48) hours of sending its initial notice, Carrier may, in its sole discretion, attempt to issue a second and final confirmed notification. Such second notice shall advise that if Carrier does not receive disposition instructions within ten (10) days of that notification, Carrier may offer the shipments for sale at a public auction and Carrier has the right to offer the shipment for sale. If Carrier determines in its sole discretion that the potential for recovery will be prejudiced by such second notice period (e.g., where the goods to be salvaged are perishable), Carrier may shorten the second notice period or forego the second notice altogether. The amount of sale will be applied to the costs of the sale and Carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

**23. Applicable Law:** In case of a dispute with a Customer in the United States or outside of North America, the laws of the province of Saskatchewan shall apply. In the case of a dispute arising with a customer in Canada, the laws of Saskatchewan shall apply.

**24. Confidentiality:** Both Carrier and Customer agree that all information and data provided in relation to the shipments shall be kept confidential by the party receiving the information. The receiving party shall neither disclose such data to any third party without the written consent of the disclosing party nor use the data for any purposes aside from provision of the agreed upon services. In the event of a breach of this provision, the Carrier, at its sole discretion and in addition to any other remedies the Carrier may have by law, shall charge the Customer and Customer shall pay to Carrier liquidated damages. Both parties agree that at the option of the Carrier, such damages will be reasonably estimated by the Carrier.

**25. Mediation:** If a dispute arises between the Customer and Carrier, other than for the payment of freight charges owing to the Carrier, in respect of the provision of Services, the parties agree to use the following procedure prior to either party pursuing other available remedies: (i) a meeting shall be held between the authorized representatives of the Carrier and Customer within five (5) business days by telephone or at the Carriers office at 101 – 93 Highland Rd., Moose Jaw, SK after the dispute has arisen at which time the parties will attempt in good faith to negotiate a resolution of the dispute; (ii) if, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, the dispute shall be submitted to mediation in Moose Jaw, SK to be conducted by a mediator and the costs of the mediation will be shared (iv) the parties agree to participate in good faith in the mediation and related negotiations for a period of 30 days; and (v) if the parties are not successful in resolving the dispute through the mediation, then and only then may a party commence arbitration.

**26. Dispute Resolution:** Any and all disputes arising out of, relating to, or in connection with the Services, or in respect of the legal or business relationship associated or derived from this agreement, will be finally resolved by arbitration under the Simplified Arbitration Rules of the ADR Institute of Canada Inc. The Seat of the Arbitration will be Moose Jaw, Saskatchewan, Canada. The language of the Arbitration will be English. Commencement of Arbitration: The Arbitration may be commenced by the Customer upon sending Notice addressed to carrier setting out the identity of the parties, the date of shipment, proof of notice given to Carrier within the time frame prescribed by this Agreement along with a copy of the paid freight bill in the case of a Claim by the Customer.

**28. Other Provisions:** (i) The Carrier reserves the right to inspect shipments at the discretion of the Carrier. However, the Carrier is not obligated to perform an inspection (ii) the Carrier reserves the right to reweigh or remeasure freight to ensure accuracy of freight weight and dimensions. If the weight or measurements are different from those given by the Customer, the Carrier's fees are subject to change.

**29. Limitation Period For Disputes:** No arbitration, proceeding, judicial or otherwise, maybe commenced by the Customer related to, arising from or in a way connected to the business relationship arising from the Services or these Terms, unless commenced within 7 days after the date of shipment. The Parties agree that this provision shall have the effect of setting the applicable limitation period to 7 days. To the extent permitted by applicable Law, the expiration of 7 days will be a complete and absolute defence to such action.

**30. Severability:** In the event that any portion of these Conditions results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision will be severable and that the remaining provisions of these Conditions will continue in full force and effect. The representations and obligations of the Parties will survive the termination of these Conditions for any reason.

**31. Assignability:** The Carrier covenants and agrees to provide notice to the Customer when it becomes aware of circumstances that may render it unable to fulfill its obligations to the Customer. Upon receipt of such notice, the Carrier may at its option assign this Agreement to another carrier to complete all the required obligations of the Customer. Upon delivery of such notice from the Carrier, any agreements in place is automatically deemed assigned without further notice or formality to the Customer. It is understood that the assignment shall in no way reduce or relieve the Carrier for any losses or damages that may be suffered by the Customer.

**32. Non-Waiver; Remedies:** Delay or failure of the Carrier or Customer to insist upon performance of any of these Conditions, or to exercise any right or privilege herein, or the waiver of any breach of any of the Conditions, will not be construed as waiving any such terms, conditions, provisions, rights, or privileges, but the same will continue and remain in full force and effect as if no forbearance or waiver or delay had occurred. Consent or approval by a Party to any act requiring consent or approval will not be deemed to waive or render unnecessary consent or approval of any subsequent similar act. The Company and Customer hereby waive any and all rights and remedies provided for by Part B of Subtitle IV to Title 49 of the U.S. Code to the extent such rights and remedies conflict with the provisions of these



Conditions. The Company's rights and remedies under these Conditions will be cumulative, and its pursuit of any such right or remedy will not preclude it from pursuing any other available right or remedy.

**Schedule A: Accessorial Charges**

Version Type	UOM	Currency	Charge	Description
Detention/Demurrage	Per Hour	CAD	\$70.00	Rate per hour in excess of the two hours included in rate.
Layover (Single Driver Vehicle)	Per Day	CAD	\$400.00	Rate per day for detention in excess of ten hours for a single driver vehicle.
Layover (Team Driver Vehicle)	Per Day	CAD	\$800.00	Rate per day for detention in excess of ten hours for a team driver vehicle.
First Stop Off	Per Stop	CAD	\$65.00	Charge for first additional stop beyond the tendered pick (origin) and drop (destination) location.
Second Stop Off	Per Stop	CAD	\$100.00	Charge for second additional stop beyond the tendered pick (origin) and drop (destination) location.
Third Stop Off	Per Stop	CAD	\$150.00	Charge for third additional stop beyond the tendered pick (origin) and drop (destination) location.
Additional Stop Offs	Per Stop	CAD	\$185.00	Charge for fourth (or more) additional stop beyond the tendered pick (origin) and drop (destination) location.
Storage at US Origin (Dry)	Per Day	USD	\$150.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up trailer transferring dry freight from Customer's facilities and hold for a period of time.
Storage at US Destination (Dry)	Per Day	USD	\$150.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up trailer transferring dry freight from Customer's facilities and hold for a period of time.
Storage at US Origin (Temp)	Per Day	USD	\$225.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up trailer transferring temperature controlled freight from Customer's facilities and hold for a period of time.
Storage at US Destination (Temp)	Per Day	USD	\$225.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up trailer transferring temperature controlled freight from Customer's facilities and hold for a period of time.
Storage at CAN Origin (Dry)	Per Day	CAD	\$165.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up trailer transferring dry freight from Customer's facilities and hold for a period of time.
Storage at CAN Destination (Dry)	Per Day	CAD	\$165.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up trailer transferring dry freight from Customer's facilities and hold for a period of time.
Storage at CAN Origin (Temp)	Per Day	CAD	\$250.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up trailer transferring temperature controlled freight from Customer's facilities and hold for a period of time.
Storage at CAN Destination (Temp)	Per Day	CAD	\$250.00	Storage in-transit charge per day for situations where the Carrier is required by the Customer to sign for and pick-up trailer transferring temperature controlled freight from Customer's facilities and hold for a period of time.

Vehicle Ordered Not Used	Per Shipment	CAD	\$250.00	Charge for situations when a driver with power unit is ordered into a facility to pick-up, but is not used. The fee shall not apply if order is cancelled either or more hours prior to pick-up or if another load is provided.
Reconsignment (Dry Freight)	Per Mile	CAD	\$1.85	Per-mile linehaul charge from the origin to the new destination via the point of reconsignment for shipment containing dry freight. Shipment shall be considered reconsigned if a new destination is identified prior to or after attempted delivery to the original destination on the bill of lading. Basis for mileage calculation will be PC Miler v28 Practical.
Reconsignment (Temperature Freight)	Per Mile	CAD	\$2.00	Per-mile linehaul charge from the origin to the new destination via the point of reconsignment for shipment containing temperature controlled freight. Shipment shall be considered reconsigned if a new destination is identified prior to or after attempted delivery to the original destination on the bill of lading. Basis for mileage calculation will be PC Miler v28 Practical.
Out-Of-Route Miles (Dry Freight)	Per Mile	CAD	\$1.85	Charge per mile for any out-of-route miles for shipments containing dry freight. Out-of-route miles are defined as any additional miles driver beyond the standard PC Miler v. 28 Practical.
Out-Of-Route Miles (Temperature Freight)	Per Mile	CAD	\$2.00	Charge per mile for any out-of-route miles for shipments containing temperature controlled freight. Out-of-route miles are defined as any additional miles driver beyond the standard PC Miler v. 28 Practical.
Deadhead Miles/Repositioning	Per Mile	CAD	\$1.75	Charge per mile for deadhead miles. Basis for mileage calculation will be PC Miler v. 28 Practical.
Protect From Freezing	Per Shipment	CAD	%	In the event that a shipment requires Protect From Freeze (PFF) equipment for Canada/US shipments, the carrier will be compensated for providing such protective services up to 20% of the line haul rate for the freight move.
Lumper	Per Delivery	CAD	AD-HOC	This accessorial is for the price of a lumper service.
Hazardous Materials	Per Shipment	CAD	AD-HOC	Flat charge for shipments classified as "Hazardous Materials".