



# Terms of Carriage

- 1.0 RATES:** All rates are expressed in Canadian dollars and apply only when billed to the named party on the rate agreement. Rates, where applicable, are subject to any government taxes and applicable surcharges (e.g. fuel, insurance, etc.). Rates apply to lanes and services quoted. All other lanes and services utilized will be subject to published tariffs. Rates include pick-up and single destination delivery during normal business hours only (Monday-Friday 6:00 am to 7:00 pm). For service outside of these times please ask for additional services quote.
- 2.0 CREDIT TERMS:** The invoice date begins the credit term cycle and payment for all charges must be received within 15 days from the invoice date. Failure to keep your account current could impair your ability to use our services and may affect your contract rates. If your account is placed on a "credit hold" status, credit privileges may not be restored until you have paid all past-due balances in full or other arrangements are made satisfactorily to GO SMOOTH TRANSPORT. If any action is filed to collect unpaid charges, you agree to be liable for all costs which include, but are not limited to, legal fees, interest, and court costs. We do not provide consumer credit privileges.
- 3.0 PAYMENT GUARANTEE:** The shipper agrees to pay the carrier all shipping charges in the event the receiver, on a collect shipment or the third party on a third party shipment, refuses to pay the carrier. The carrier shall have a general lien on any property of the customer in its possession for all claims for charges and expenses incurred in connection with any shipments of the customer, and if such claim remains unsatisfied for thirty days after demand for its payment is made, the carrier is given the right to sell at public auction or private sale, after notice is given, the goods, or a portion thereof as may be necessary to satisfy such lien and apply the net proceeds of such sale to the payment of its charges.
- 4.0 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. Pending receipt of disposal instructions, the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage or 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.
- 5.0 RETURN OF GOODS:** If notice has been given by the carrier pursuant to the article referencing undelivered goods, and no disposal instructions have been received within ten days from 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.
- 6.0 CUBING:**
- All shipments shall be subject to a dimensional weight assessment of:  
166 cubic inches = 1 pound  
  
1 cubic foot = 10.4 pounds  
The greater of actual or dimensional weight shall apply. The formula to be used in calculating the cubed weight of each piece/pallet is as follows:  
Dimension Weight (in inches) =  $\frac{\text{Length} \times \text{width} \times \text{height}}{1728} \times 10.4 \text{ lbs}$
  - Shipments occupying 10 feet of trailer space or greater shall be subject to a charge of 1000 lbs. per linear foot.
  - Non-stackable skid freight that cannot be sent loose is subject to a cube height of 96 inches on ground only. Any skid above 60 inches will be subject to the application of a 96 inch cubing rule, i.e. the greater of calculated cube weight or actual weight multiplied by 96 inches divided by the actual height of the skid.
- 7.0 E-WEIGHING:**
- Any single piece in excess of 100 lbs. actual weight or a skid tendered "Do Not Breakdown" will be subject to a minimum charge of 500 pounds. GO SMOOTH TRANSPORT reserves the right to re-weigh shipments, notwithstanding that a weight has been declared on the shipping document and to bill the customer based upon the weight determined by such re-weigh process. Any fraction of a pound over the weight shown takes the next higher weigh.
- 8.0 LIABILITY:**
- Limitation of liability for loss or damage shall be \$2.00 per pound based on actual weight to a maximum of \$500.00 per shipment unless a greater value is declared. For Valuation Charges, please see Schedule A) for Rates for Additional Services. GO SMOOTH TRANSPORT is not liable for loss, damage or delay to any goods carried under the bill of lading, unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated manufacturing cost amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivery 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 together with a copy of the paid freight bill. When a claim is being made for concealed damage, notification must be given to the carrier within 24 hours from the time of delivery of the goods. The foregoing limitation of liability also applies to the provision of Rates for Additional Services. For declared value in excess of \$10,000.00, please contact Customer Service to arrange for approval and special handling instructions.
  - GO SMOOTH TRANSPORT 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 GO SMOOTH TRANSPORT 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.
  - Force Majeure: The carrier shall not be liable for loss, damage, or delay to any of the goods described in the Bill of Lading (Waybill) 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 shipper, owner or consignee, authority of law, quarantine or the goods not being in the actual custody or under the actual control of the carrier.
  - Packaging: Inadequate packaging or improper labelling waives all liability to the carrier in the event of loss, damage or delay of delivery of goods tendered for shipping, notwithstanding the carrier, its servants, agents or contractors accepting same for transportation.
- 9.0 RESTRICTED/PROHIBITED ARTICLES:**
- Articles of unusual value - art, jewels, collectibles, antiques
  - Cash, coins, currency, stamps, stocks, bonds, bank drafts and other negotiable instruments equivalent to cash
  - Cut flowers
  - Dangerous Goods - Class 1 (except 1.4S); Class 7 (except UN 2910/2911), regulated Wastes
  - Live animals, birds, and insects
  - Perishables, including food (fish, seafood, meat, poultry - fresh or frozen)
  - Personal effects
  - Live plants, plant materials, seeds
  - Unaccompanied baggage
  - Firearms.
- 10.0 EFFECTIVE DATE OF CONTRACT AND PREFERRED RATES:** Upon receipt of the Rate and Service Agreement and either the signing of this Rate and Service Agreement or the provision of transportation services by GO SMOOTH TRANSPORT, a contract shall have been constituted between GO SMOOTH TRANSPORT and the customer for the provision of transportation services described in the agreement. The customer's tendering of a shipment to GO SMOOTH TRANSPORT shall be deemed to be its acceptance of the terms and conditions herein, regardless of whether or not the agreement is signed by the customer. If shipping begins without an agreement being signed, the proposed rates are good for a period of 30 days only. A signed agreement is required after this period for the rates to remain in effect.
- 11.0 TERMINATION OF CONTRACT:** Either party may terminate this Agreement at any time, with or without cause, by providing a 30-day written notice to the other party.
- 12.0 GOVERNING LAW:** This agreement will be interpreted and governed according to the laws of the province of Ontario. Both parties agree to submit to the jurisdiction of the courts of Ontario.