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Terms/Conditions and Accessorial Charges

1. *All services* provided by **Hunt's Transport Ltd.**, including those provided through agents, are subject to and governed by these Terms and Conditions and the terms and conditions contained in the Bill of Lading and will be billed in accordance to the amount quoted in this proposal. Ancillary charges are as noted on the attached *Assessorial Charges Agenda* unless specifically addressed in the quotation or on the rate sheet(s) attached to proposal. In the event of an inconsistency between these Terms and Conditions and the terms and conditions contained in the Bill of Lading, these Terms and Conditions will govern to the extent of such inconsistency.
2. *Invoicing, Payment & Liability for Payment.* All invoices will be in Canadian Funds unless otherwise specified and payment is due within 15 days from the invoice date for all contract customers. Regardless of any instructions provided for payment of freight charges, the consignor shall, in the event that **Hunt's Transport Ltd.** is unable to collect in accordance with those instructions, be responsible for all freight charges together with all costs incurred as result of the inability to collect transportation charges in accordance with the consignor's instructions. Where the shipment is undeliverable, the consignor agrees to pay all charges incurred in the return of such shipment to the shipper (including, without limitations, all Sales Taxes and Duties).
3. *Transportation of Dangerous Goods.* Please note; Hunt's Transport Ltd. will accept certain Dangerous Goods provided they comply with all applicable legislation, regulations governing the transport of Dangerous Goods and these Terms & Conditions. It is the responsibility of the shipper to provide all required Dangerous Goods documentation and placards. Shipments with incomplete or inaccurate documentation will be refused. The Dangerous Goods included in the following classes and/or divisions **will not** be accepted by Hunt's Transportation Ltd, for shipment within Canada. Class 1; Class 2.3; Class 4.3, Packing Group 1; Class 5.2; 6.1 and Regulated Wastes. Other classes may be restricted due to quantity, destination or mode of transport (i.e. passenger ferry).
4. *Insurance.* Maximum liability of \$2.00 per pound (\$4.41 per kilo) unless declared valuation states otherwise. Should additional or 'value based' insurance be required, **Hunt's Transport Ltd.** must be notified in writing of the declared value prior to the move date as additional charges may apply.
5. *Liability & Notice of Claim.* **(a)** No Carrier is 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 shipment date 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 sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. **(b)** The final statement of the claim must be filed within nine (9) months. Please note; Hunt's Transport Ltd. is not responsible for the consequences (direct or indirect) of a failure to deliver a shipment by a stipulated time.

6. *Written notice* must be provided within 24 hours from the date of receipt of shipment and /or services of any evidence of damages to and/or shortages of consignment. Damages or shortages must be noted on the Driver's paperwork at time of delivery. **Hunt's Transport Ltd.** retains the right to inspect any shipment that is the subject of a damage claim. If, at the time the damage is submitted, Hunt's requests the customer retain the shipment for inspection, the customer shall retain the shipment and packaging for inspection by Hunt's for a period of thirty (30) days. Failure to retain the shipment in its original shipping condition can result in the claim being denied.
7. The loading at origin and off-loading of cargo at destination is the responsibility of others.
8. Quoted prices are subject to acceptance within 60 days from the date of the quotation or until any specified dates. After either of these has passed, Hunt's Transport Ltd. will re-quote upon request.
9. All quotes are subject to equipment availability; permit approval, clear and uninterrupted access to points of loading/unloading and seasonal road restrictions. Suitable ground conditions on site and in all work areas are the responsibility of others. If additional towing or pushing of our equipment is required because of site conditions, any costs incurred will be extra to the contract. Any damages incurred to property or equipment (including our equipment) as a result of towing or pushing will be charged as extra.
10. If a load is oversized any additional charges associated with the move such as; permits, route surveys, private escorts, utilities and bridge surveys will be billed as an extra cost unless otherwise stated on quotation. Quotation is also subject to permit and route approvals.
11. Accessorial charges such as police detention charges will be charged at cost plus 10%.
12. Shipping saddles are not included in our quotation. Tarps, shrink-wrapping, sealing or protection from any natural elements or road spray, if required, is not included unless expressly stated.
13. Rates are subject to fuel surcharge as set out by the Atlantic Provinces Trucking Association (APTA) and are updated on a weekly basis unless expressly stated in this quotation.
14. Rates quoted are based upon the dimensions and weights provided; any change to such can result in additional charges.

