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**RULES TARIFF 100**

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**EFFECTIVE DATE: November 1, 2017**

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ISSUED BY:

Quik X Transportation Inc.  
6767 Davand Drive  
Mississauga, ON L5T 2T2



QXTI TARIFF 100

**INDEX OF RULES**

<u><b>RULE</b></u>	<u><b>ITEM</b></u>
<b>- A -</b>	
Advancing of Charges .....	100
After Hours Delivery or Pick-Up .....	510
Application of Fuel Surcharge .....	355
Application of Rates .....	110
<b>-B-</b>	
Bill of Lading .....	120
Bill of Lading-Change of Terms .....	130
Border Security Fee .....	135
Bills of Lading, Straight - Contract Terms and Conditions .....	145
Bulky Shipments (Class).....	150
Bulky Shipments (F.A.K.).....	160
<b>-C-</b>	
Capacity Load of Freight Minimum Charge .....	170
Carriers or Containers, Shipping, Used, Empty or Returned .....	180
Cartage Charges .....	190
Claims for Overcharge .....	200
Collect on Delivery Service .....	210
Collection of Charges .....	220
Collection or Prepayment of Freight Charges .....	230
Container Pool Terminal Freight.....	250
Copies or Pick-Ups of Documents.....	270
<b>-D-</b>	
Dangerous Articles .....	280
Definition of Single Less-Than-Truckload Shipments.....	290
Delivery By Appointment .....	300
Detention of Motor Vehicles With Power Units .....	320
Detention of Motor Vehicles Without Power Units.....	310
Drayage & Destuffing.....	520
<b>-E-</b>	
Exceptions To Classification, Freight All Kinds (F.A.K.) .....	330
Exclusive Use of Vehicle .....	340
<b>-F-</b>	
Freight Liable to Damage Other Freight or Equipment .....	350
Fuel Surcharge, Application of.....	355
Fumigation or Inspection of Shipments .....	360
<b>-H-</b>	
Heavy Lift Charges .....	370
<b>-I-</b>	
Impractical Operation.....	390
In Bond Shipment Charges.....	380
Interest on Overdue Accounts .....	720
Invoice Processing and Mailing .....	250

QXTI TARIFF 100

**INDEX OF RULES**

<u>RULE</u>	<u>ITEM</u>
<b>-L-</b>	
Load Limits .....	400
Loading & Unloading-Extra Labour .....	410
<b>-M-</b>	
Marking or Tagging Freight .....	420
Metric Conversion .....	430
Mileages .....	440
Mixed Shipments .....	450
Multiple Deliveries or Pick-Ups .....	460
<b>-O-</b>	
Ontario Food Terminal Entrance Fees .....	470
Over-Dimension Freight .....	490
Owners Risk .....	480
<b>-P-</b>	
Packaging .....	495
Pick-Up and Delivery Service .....	510
Property of Extraordinary Value .....	530
Protective Service .....	540
<b>-R-</b>	
Re-Consignment or Diversion .....	550
Re-Delivery of Freight .....	560
Refused and Returned Freight .....	570
Restriction On Dump, Float And Tank Movements .....	580
Rust .....	590
<b>-S-</b>	
Securing Freight – Blocking, Bracing, Etc. ....	605
Signature Security Service .....	610
Single Shipment Charge .....	620
Sorting or Segregating Freight .....	600
Special Equipment .....	640
Special Pickup Or Delivery Equipment (Transfer Of Lading) .....	680
Stop-off In Transit .....	650
Storage .....	660
<b>-T-</b>	
Terminal and Wharfage Charges .....	670
Transfer Of Lading (Special Pickup Or Delivery Equipment) .....	680
<b>-V-</b>	
Valuation (Shipments from Canada) .....	690
Valuation (Shipments from U.S.A.) .....	691
Vehicles Furnished But Not Used .....	700
<b>-W-</b>	
Weighing & Reweighing .....	710
Weights-Gross Weights and Dunnage .....	715

SECTION 1  
GENERAL RULES



SECTION 1  
GOVERNING RULES AND PROVISIONS

Accessorial charges herein apply when the service involved is performed by Quik X Transportation Inc. When the Service is performed by an interline carrier, or other agent, the published charges of that carrier or agent will be assessed.

See Page 5 for a Summary of Commonly Used Charges. (Provided for informational purposes only).

QXTI TARIFF 100

SECTION 1  
GENERAL RULES

**SUMMARY OF COMMONLY USED CHARGES**

ITEM NUMBER	RULE	CHARGES 1/	
135	<u>Border Security Fee</u>	\$30.00 per shipment	
190	<u>Cartage Charges</u>	\$7.00 cwt, Minimum \$65.00, Maximum \$300.00	
210	<u>C.O.D. Collection Fee</u>	6% of C.O.D. amount, Minimum \$35.00	
280	<u>Dangerous Goods</u> Placards REQUIRED: Placards REQUIRED: NO Placards Required: NO Placards Required:	< 19,999 lbs. - <b>\$52.00</b> 20,000 > lbs. - <b>\$80.00</b> < 999 lbs. - <b>\$25.00</b> 1,000 > lbs. - <b>\$52.00</b>	
300	<u>Delivery by Appointment</u> Prepaid – payable by Shipper Collect – payable by Consignee	\$35.00 per shipment	
510	<u>Delivery or Pick-up by Appointment – AFTER HOURS</u> Between 6:00 P.M. and 11:59 P.M. Between Midnight and 5:59 A.M.	\$165.00 per shipment \$275.00 per shipment	Prepaid – Payable by Shipper: Collect-payable by Consignee
310	<u>Detention without power unit</u> After 24hrs Free Time: Conventional Equipment Temperature Controlled Equipment	\$100.00 per day or part thereof \$300.00 per day or part thereof	
320	<u>Detention WITH power unit</u> Free Time per shipment as Follows: Billed weight up to 9,999 lbs: 30 mins. Billed weight up to 19,000 lbs: 60 mins. Billed weight over 19,999 lbs: 120 mins.	\$25.00 per QUARTER HOUR or part thereof  <b>NOTE:</b> Shipments delivered on Saturdays, Sundays or statutory holidays are subject to a minimum of four hours of chargeable time.	
410	<u>Additional Labour:</u>  (per man)	\$45.00 per hour – 4 hrs. Min. - Weekdays \$65.00 per hour – 4 hrs. Min. - Saturdays, Sundays & Holidays	
490	<u>Long Freight Handling</u> Freight with a length of 120" and over	\$75.00 per shipment If weight is over 250 lbs, shipment will also be subject to cube at a minimum of Length x 48" x 48" at 10 lbs per cubic foot.	
510	<u>Pick-Up / Delivery Services:</u> Inside pick-up or delivery Hydraulic Tailgate Private Residences Trade Shows / Exhibitions Saturday / Sunday / Holidays	\$5.00 cwt, minimum \$50.00, maximum \$90.00 \$5.00 cwt, minimum \$50.00, maximum \$90.00 \$5.00 cwt, minimum \$50.00, maximum \$90.00 \$5.00 cwt, minimum \$50.00, maximum \$90.00 \$325.00 / shipment	
540	<u>Protective Service - HEAT</u> Billed Weight up to 19,999 lbs. (LTL) Billed Weight 20,000 lbs & over (TL)	20% ROAD, 25% RAIL of freight charges, minimum \$45.00 15% ROAD, 20% RAIL of freight charges, minimum \$275.00	
560	<u>Re-Delivery of Shipment</u> Within the same commercial zone	\$7.00 cwt; Minimum \$75.00; Maximum \$300.00	
600	<u>Sortation / Handling of Product</u> (Distribution Centres)	\$4.50 - LTL \$3.50 - 1M \$3.00 - 2M \$2.50 - 5M \$1.65 - 10M \$0.95 – 20M	Minimum \$30.00 Maximum \$190.00
650	<u>Stop off in transit:</u> (T/L Rates Only)	\$165.00 per stop – 3 stops max.	
660	<u>Storage</u> – Undelivered Freight After 24 hours free time, or one attempted delivery. Charges apply Per shipment, per day	\$3.00 cwt \$5.50 cwt	Shipments NOT requiring protective service Minimum \$35.00; Maximum \$95.00 Shipments REQUIRING protective service Minimum \$75.00; Maximum \$225.00
690	<u>Valuation</u> – in excess of \$2.00 per lb.	3.0% of the excess value Minimum \$7.50	Applies to shipments originating in Canada

QXTI TARIFF 100

SECTION 1  
GENERAL RULES

**ITEM 100**

**ADVANCING OF CHARGES**

Except as provided below, no charges of any description will be advanced to Shippers, Owners, Consignees and/or their Warehousemen or Agents.

- (1) Freight imported for customs clearance at inland sufferance warehouses will be subject to applicable inland sufferance warehouse charges. Carriers will advance inland sufferance warehouse charges, inland sufferance warehouse storage charges, brokerage fees on export or bonded freight and warehouse or wharfage charges. Such charges will not be absorbed but will be in addition to the lawful freight charges accruing. The administration charge for the advancing of any charges shall be **\$25.00** per shipment.
- (2) When a carrier is required to advance ocean charges, brokerage charges, loading or unloading charges, storage charges or any other charges incidental to the transportation of the shipment (other than motor carrier transportation charges), such charges will not be absorbed but in addition to lawful freight charges accruing. In addition, a fee of **\$25.00** per shipment will be assessed to the customer.

The provisions of this Item do not obligate the carrier to furnish the service herein described.

**ITEM 110**

**APPLICATION OF RATES**

Rates governed by the provisions of this Tariff are subject to the following:

- (A) Currency - All charges stated in this Tariff are payable in the Currency of the freight bill (U.S. or Canadian) to which they are related.
- (B) When a local or joint through rate is established for application over any route from origin to destination, such rate is the one that must be applied, notwithstanding that it may be higher than existing combinations of rates over such route.
- (C) Rates are not applicable for combination rate purposes, where there are through rates published.
- (D) Unless otherwise provided, charges shall be computed on gross weights, except that established minimum weights must be observed.
- (E) Truckload charges or rates apply only when a truckload of freight is shipped from one point, in or on one truck, in one day, by one shipper for delivery to one consignee, at one destination and only when the entire truckload freight charges are payable by one party. Only one Bill of Lading from one loading point and one freight bill shall be issued for such truckload shipment. The minimum truckload weight provided is the lowest weight on which the truckload rating or rate will apply.

SECTION 1  
GENERAL RULES

ITEM 120

**BILL OF LADING**

A separate Bill of Lading must always be issued for each shipment and must not include more than one consignee and one destination on one day from one shipper. The Bill of Lading constitutes the complete contract of carriage between the carrier and the shipper. Particulars as to commodities and weights of each must be distinctly stated. The value of the shipment **MUST** appear on the face of the Bill of Lading on all in transit shipments through the United States.

**PAYMENT OF CHARGES:**

The signed Bill of Lading or shipping order received by the carrier at time of pick-up governs the terms of shipping pertaining to payment of freight charges subject to:

- (A) Freight charges on a Bill of Lading marked "Prepaid" must be paid by the shipper.
- (B) Freight charges on a Bill of Lading marked "Collect" must be paid by the consignee.
- (C) Freight charges on a Bill of Lading that is not marked either "Prepaid" or "Collect", are considered as "Collect" and must be paid by the consignee.
- (D) If freight charges are to be collected from a third party other than the shipper or the consignee, then the Bill of Lading must be marked "Prepaid" and a notation made referring to the name and address of the third party to be billed. In such cases the shipper must guarantee payment of all lawful charges accruing against the shipment in the event of non-payment by the third party.

**CLASSIFICATION DESCRIPTION****Section 1:**

Description of articles in shipping orders and Bills of Lading should conform to classification or other governing tariff descriptions. When different ratings are provided for an article according to type of packing or package, the shipping conditions should be shown. Shipping orders and Bills of Lading for LTL shipments must specify number of articles, packages or pieces.

**Section 2:**

Carriers reserve the right to inspect shipments where necessary to determine proper ratings. When found to be incorrectly described, charges must be collected according to proper description.

**ORDER BILL OF LADING**

The "**ORDER**" Bill of Lading is to be used for any shipment consigned to order of any corporation, firm, institution or person.

On shipments moving under "**ORDER**" Bills of Lading, a charge of **\$40.00** per shipment will be assessed in addition to all other lawful charges, regardless of the fact that the "**ORDER**" Bill of Lading may be subsequently cancelled.



QXTI TARIFF 100

SECTION 1  
GENERAL RULES

**ITEM 130**

**BILL OF LADING - CHANGE IN TERMS**

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 a charge of **\$8.00** per change, minimum charge **\$35.00**.

**ITEM 135**

**BORDER SECURITY FEE**

All shipments between points in Canada and points in the USA will be subject to a border security fee of **\$30.00** per shipments.

**ITEM 145**

**BILLS OF LADING, STRAIGHT - CONTRACT TERMS AND CONDITIONS**

Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those as indicated in the carrier's bill of lading in effect on the date the shipment was tendered to the carrier. **ONLY** carrier personnel with the title of CEO, President or Vice-President are authorized to agree to alternate contract terms and conditions. **NO** other person(s) is (are) authorized. Where a bill of lading, other than the carrier's Bill of Lading, issued by the shipper, is signed for by the carrier's driver or other person(s), that signature **ONLY** acknowledges receipt of the freight and identifies the entity to deliver. It is **NOT** a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will **NOT** constitute an implied acceptance by the carrier.

Likewise, notations added to a bill of lading by the shippers, which have not been agreed to by authorized carrier personnel, will not be binding on the carrier.

**ITEM 150**

**BULKY SHIPMENTS (Class)**

Any merchandise having a density of less than 10 lbs. per cubic foot will be considered as bulky and will be assessed freight charges as follows:

- (A) Where class rates are applicable, bulky articles will be subject to a minimum weight of 10 lbs. per cubic foot at the LTL class rate applicable but not to exceed Class 100.
- (B) Shipments occupying 10 or more linear feet of trailer space and packaged in such a way that other freight cannot be stowed on top of it in the carrier's vehicle will be subject to a minimum charge equal to 1,000 lbs. for each linear foot of trailer occupied at the applicable rate but not higher than Class 70.
- (C) This Item may not be used to defeat a Class rate which provides a higher charge.
- (D) When determining the cubic dimensions for shipments on which it is impractical to load other freight, the minimum height used shall be 8.5 feet.

When freight is loaded on pallets (see Note A), a minimum charge per pallet equal to 640 lbs. at Class 100 rate shall be assessed.

**Note A:** The term "pallet" refers to flat lift truck pallets, platforms or skids or lift truck pallets, platforms or skids, with standing sides or ends, but without tops. Sides or ends will be only those mounted on the outer circumference or perimeter of the pallet, platform or skid.

SECTION 1  
GENERAL RULES

ITEM 160

**BULKY SHIPMENTS (F.A.K.)**

Any merchandise having a density of less than 10 lbs. per cubic foot will be considered as bulky and will be assessed freight charges as follows:

- (A) Where Freight All Kinds (F.A.K.) rates are applicable, bulky articles will be subject to a minimum weight of 10 lbs. per cubic foot at the F.A.K. rate applicable.
- (B) Shipments occupying 10 or more linear feet of trailer space and packaged in such a way that other freight cannot be stowed on top of it in the carrier's vehicle will be subject to a minimum charge equal to 1,000 lbs. for each linear foot of trailer occupied at the applicable rate.
- (C) When determining the cubic dimensions for shipments on which it is impractical to load other freight, the minimum height used shall be 8.5 feet.

**When freight is loaded on pallets (see Note A), a minimum charge per pallet equal to 640 lbs. at F.A.K. rate shall be assessed.**

**Note A:** The term "pallet" refers to flat lift truck pallets, platforms or skids or lift truck pallets, platforms or skids, with standing sides or ends, but without tops. Sides or ends will be only those mounted on the outer circumference or perimeter of the pallet, platform or skid.

ITEM 170

**CAPACITY LOAD OF FREIGHT - MINIMUM CHARGE**

Except as otherwise provided, shipments of freight described below, received from one consignor for one consignee, on one shipping order or Bill of Lading, will be subject to the following provisions (see Notes 1, 5 and 6):

- (A) Each and every standard truck (see Note 2) bearing a capacity load of freight (see Note 4), such freight constituting all or a part of a single shipment, will be subject to a minimum charge as follows:

**Freight subject to AQ rates** - 15,000 lbs. at the applicable Class 100 LTL rate or FAK Rate for 10,000 lbs. or over (see Note 3);

**Freight subject to TL rates** - Applicable TL rate and minimum weight or actual weight, if greater but not less than 30,000 lbs.

**EXCEPTION:** Traffic BETWEEN Ontario points northwest of Sault Ste. Marie, Manitoba, Saskatchewan, Alberta, British Columbia, Northwest Territories or Yukon AND points in Ontario or Quebec - Applicable TL rate and minimum weight or actual weight if greater but not less than 45M lbs.

Item continued

SECTION 1  
GENERAL RULES

ITEM 170 (CONTINUED)

**CAPACITY LOAD OF FREIGHT - MINIMUM CHARGE**

(B) When a shipment of freight is received in excess of the quantity loaded, or in excess of the quantity that can be loaded in or on one standard truck (see Note 2), the following shall apply:

Each standard truck (see Note 2) shall be subject to a minimum charge as provided in (A) of this item, except that not more than one standard truck (see Note 2) containing less than a capacity load of the same shipment shall be charged for at actual weight and rate applicable on the entire shipment.

**Note 1:** When the provisions of this Item are applied on mixed truckloads or volume shipments, any deficit in the minimum weight will be charged at the rate applying to the lowest rated article in the shipment constituting not less than 10 per cent of the actual weight thereof. If no article in the shipment constitutes 10 per cent of the actual weight thereof, any deficit in the minimum weight will be charged for at the highest rate applying on any article in the shipment.

**Note 2:** "Standard Truck" shall be understood to be one in which the inside dimension is 30 feet or more in length (measured along center longitudinal line of truck floor).

**Note 3:** When and where Federal, Provincial or Municipal Laws or regulations limit gross weights of trucks and prohibit the loading of a capacity load of freight applicable rate and truckload minimum weight, or actual weight if greater, regardless of the number of trucks used to transport the shipment. When the provisions of this Note are applied, the freight bill, or other papers accompanying shipment, must show by endorsement thereon why a capacity load could not be loaded in one truck.

**Note 4:** A "Standard Truck" shall be considered to be loaded to full visible capacity when:  
A quantity of freight, which in the manner loaded so fills a standard truck that no more of the shipment in the shipping form tendered can be loaded in or on the truck, notwithstanding that the entire cubical capacity of the vehicle may not be occupied;

OR

A quantity of freight is loaded which, because of unusual shape or dimensions, or because of necessity for segregation from other freight, requires the entire capacity of a standard truck.

**Note 5:** On shipments requiring Protective Service against heat (Item 540), the provisions of (B) above WILL NOT apply. The overflow portion of such shipments requiring Protective Service against heat will be considered as a separate shipment with respect both to applicable rates and Protective Service charges.

On shipments requiring Protective Service Against Cold (Item 540), the provisions of (B) **WILL** apply, except that for the purpose of assessing Protective Service charges on the overflow portion, such overflow portion will be considered as a separate shipment with Protective Service charges assessed accordingly.

**Note 6:** This Item will not apply on:

1. Freight in bulk;
2. An overflow load weighing less than 40,000 lbs., sealed by the shipper. Apply the applicable TL rate.

QXTI TARIFF 100

SECTION 1  
GENERAL RULES

ITEM 180

**CARRIERS OR CONTAINERS, SHIPPING, USED, EMPTY, RETURNED**

Where reference is made to empty returns of any kind, it will apply at carrier's convenience only when moved in conjunction with the loaded inbound movement by the same carrier who handled the inbound movement. Charges will be assessed at applicable rates. If Carrier has reason to believe that the containers or carriers, when filled, were originally forwarded over the line of another carrier, they will make a note to that effect on the billing and charge at the regular rates for new containers or carriers.

ITEM 190

**CARTAGE CHARGES**

(A) When shipments transported are subject to cartage charges, the following rates per delivery will be assessed. The cartage charges shown will not apply when the carrier has not participated in the line haul movement. The line haul transportation must be performed immediately prior to the cartage service for these rates to apply. Shipments shall also be subject to the accrued freight, storage and all other lawful charges.

**\$7.00** per cwt; **\$65.00** minimum charge; **\$300.00** maximum charge per shipment.

(B) Bulky articles will be subject to a minimum weight of 10 lbs. per cubic foot at the applicable cartage rate shown herein.

ITEM 200

**CLAIMS FOR OVERCHARGE**

(A) A claim for overcharge shall not be paid unless received in writing (or electronically communicated when agreed to by the carrier and shipper or receiver involved) by the carrier that collected the transportation charges within 180 days from date of delivery.

(B) A single claim may include more than one shipment provided the claim on each shipment involves:  
The same tariff issue or authority or circumstances,  
Single line service by the same carrier, or;  
Service by the same interline carriers.

(C) Claims for overcharge shall be accompanied by sufficient information to allow the carriers to conduct an investigation and pay or decline the claim. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.

(D) Except when the original freight bill is not a paper document, but is electronically transmitted, claims for overcharge shall be accompanied by the original freight bill, as well as but not limited to:  
- Complete Tariff authority for the rate, classification, or commodity description claimed;  
- Freight Bill payment information;  
- Other documents or data which is believed by claimant to substantiate the basis for its claim.

A carrier shall accept copies instead of the original documents required to be submitted in this Item where the carrier is furnished with an agreement entered into by the claimant who indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original documents.

(E) Regardless of the provisions of (D) of this Item, the failure to provide sufficient information and documentation to allow a carrier to conduct an investigation and pay or decline the claim shall not constitute grounds for disallowance of the claim. Rather the carrier shall promptly notify the claimant and request the information required.

(Item continued)

**ITEM 200 (CONTINUED)**

SECTION 1  
GENERAL RULES

CLAIMS FOR OVERCHARGE

- (F) Claim due to error in classification: Claim shall be supported by Bill of Lading or Shipping Receipt, specific reference to the Tariff or classification lawfully applicable, original or certified copy of invoice or delivering Carrier's certificate in lieu, or by other necessary evidence.
- (G) Claim due to difference in weight: Claim shall be supported by necessary evidence on basis of actual weight, estimated weight, or weight provided by applicable tariffs of classification, subject to the prescribed minimum. In case of dispute regarding weight of shipment reweighed at destination according to Rules and Regulations of Carriers interested, the weight ascertained and approved by the destination carrier shall govern. If claim for a reduction in weight is based on fewer pieces, alleging non-receipt of all or portion of a shipment by the Carrier at point of origin, such claim will be handled as a loss or damage claim.
- (H) Direct investigation: Carriers shall communicate directly with agents or other proper representatives of interested carriers when necessary to secure records, copies of documents or other necessary information.
- (I) Claim correspondence: Claim files shall not be allowed to pass into possession of consignors, consignees or claimants. Any penalty other than a legal overcharge payable to a claimant, incurred by any interested carrier, for failure to comply with the provision of this rule, shall be chargeable to the carrier violating this rule.
- (J) When claimant does not appear from the supporting documents to be an interested party, carrier may require any necessary written assignment or other proof to determine that the claimant is the proper party to receive any payment in settlement of claim.
- (K) Minimum Amount: Overcharge claims must be in excess of **\$15 00** per Bill of Lading or **\$50.00** per claim. Smaller amounts per Bill of Lading or claim will not be processed, but the carrier must return the claim intact to the claimant within 30 days after the date of receipt. (Subject to limitations of (B) herein).

**ITEM 210**

COLLECT ON DELIVERY SERVICE

Unless otherwise provided in carriers' Tariffs, collect on delivery shipments will be accepted subject to the following provisions and charges:

- (A) Shipments must be tendered on Uniform Straight Bills of Lading or Straight Bills of Lading - Short Form, and when the short form is used, the letters "C.O.D." must be stamped, typed or written on Bills of Lading and shipping orders immediately before the name of consignee. Only the C.O.D. amount may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on Bill of Lading and shipping order. There must also be shown on Bill of Lading and shipping order, in the space provided for this purpose, or by showing in the lower left hand corner of space provided for "description of articles, special marks and exceptions", the following information:

Collect on Delivery \_\_\_\_\_ and remit to \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

C.O.D. Charge to be paid by Shipper \_\_\_\_\_ Consignee \_\_\_\_\_

- (B) Each package must be plainly marked, labeled, or tagged by consignor showing letters C.O.D., and the name and address of consignor and consignee.

(Item Continued)

SECTION 1  
GENERAL RULES

ITEM 210 – (Continued)

COLLECT ON DELIVERY SERVICE

- (C) C.O.D. packages will not be accepted on the same Bill of Lading with packages other than C.O.D. and only packages covered by one C.O.D. bill may be tendered on one Bill of Lading.
- (D) If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the Bill of Lading and the shipping order must show the following information:  
“Attached invoice (or invoices) to accompany shipment to destination”.
- (E) C.O.D. shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.
- (F) C.O.D. shipments will not be accepted with the privilege of examination or trial, or bearing instructions to make partial delivery.
- (G) The amount of C.O.D. bills for C.O.D. shipments must be collected at the time such shipments are delivered to the consignee.
- (H) Only the following forms of payment will be accepted in payment of C.O.D. amounts: (1) Cash; (2) Bank cashier's cheque; (3) Certified cheque; (4) Money Order; (5) Personal cheque of the consignee when so authorized in writing or by endorsement on the Bill of Lading and shipping order by the consignor. **(SEE PARAGRAPH (K) FOR EXCEPTION)**
- The carrier will accept cheques and money orders only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such cheques and money orders to consignor.
- (I) The charge for collecting and remitting the amount of bills for C.O.D. shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the Bill of Lading and shipping order. Collection or remitting charges for freight or other lawful charges due to the carrier shall be paid to the carrier and must not be included in the cheques or money orders made payable to the consignor. **(SEE PARAGRAPH (K) FOR EXCEPTION)**
- (J) Carrier will, upon written request from the consignor, change the status of a C.O.D. shipment (except as prohibited by Section A of this Item) by increasing, reducing, or canceling the amount of the C.O.D., subject to the following provisions:
- (1) The request must be received by the delivering carrier in time to accomplish the change requested prior to effecting delivery of the shipment;
  - (2) A charge of **\$35.00** per shipment will be made for increasing, reducing, or canceling the C.O.D. amount and must be guaranteed by the consignor in writing. In the event of an increase or reduction in the C.O.D. amount, the charge will apply in addition to the C.O.D. collection fee. In the event of cancellation of the C.O.D., no collection fee shall apply.
- (K) Carrier will, upon written authorization from consignor, change the form of payment of C.O.D. amounts to accept consignee's personal cheque when such form of payment was not originally authorized, subject to an additional charge of **\$35.00** per shipment. If authorization is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.
- (L) Collect on Delivery Charges will be **6%** of the C.O.D. amount subject to a minimum charge of **\$35.00** per shipment in addition to the **REGULAR TRANSPORTATION CHARGE**. This charge is to be collected and retained by the delivering carrier.

SECTION 1  
GENERAL RULES

**ITEM 220**

**COLLECTION OF CHARGES**

- (A) No shipment for which a through rate is published in tariffs subject hereto will be accepted on a partially prepaid or partially collect basis. When failure to comply with this provision is discovered after the shipment has been tendered for transportation, the entire charges, based on applicable through rate, will be assessed against the consignor.
- (B) All charges must be prepaid or guaranteed on any shipment which, in the judgment of the carrier at point of shipment, would not at forced sale realize the total amount of charges due at destination.

**ITEM 230**

**COLLECTION OR PREPAYMENT OF FREIGHT CHARGES**

- (A) All inland freight charges on shipments destined to steamship lines or airports or rail yards for furtherance, must be prepaid to point of transfer.
- (B) Shipments destined to countries other than Canada, or shipments destined to steamship piers or airports or rail yards for furtherance may be handled "Inland Freight Charges Collect" when the Bill of Lading and shipping orders show in the body thereof, the name and address of the broker, agent, or party from whom the charges are to be collected providing such broker, agent or party is located in Canada.

**ITEM 240**

**COLLECTION OF CHARGES THIRD PARTY BILLING**

- (1) When a party other than the consignor or consignee on the Bill of Lading and Shipping Order is responsible for paying the freight charges, such party's name and address must appear in the body of the Bill of Lading and Shipping Order at time of original tender (see (2) and Note B).
- (2) Shipments subject to the provisions of this Item will be accepted only when the consignor has established credit with the originating carrier and guarantees to pay all lawfully accrued charges if the third party fails to do so within the time legally allowed.

**Note A:** Shipments subject to the provisions of this Item must be billed as "**PREPAID**".

**Note B:** When consignor or consignee instruct the carrier to bill the freight charges to a third party and such information is not shown on the Bill of Lading at the time of shipment, an additional charge of **\$60.00** will be assessed for a new billing in addition to all other applicable charges. The additional charges will be assessed against the party issuing the instructions. The provisions of this Note will not apply on Export Shipments.

**ITEM 250**

**INVOICE PROCESSING AND MAILING**

Each invoice required to be printed and mailed or delivered to debtor in any manner other than electronically, will be subject to a processing and handling fee of **\$1.75**. This fee is inclusive of the printing and handling of related documentation in support of the invoice and is in addition to all other applicable rates and charges.

SECTION 1  
GENERAL RULES

ITEM 270

COPIES OR PICK-UPS OF DOCUMENTS

When document copies are required, a charge of **\$7.50** for each document copy (such as Bill of Lading, statement, invoice or proof of delivery) with a minimum charge of **\$30.00** per request will be assessed to the party requesting the service. (Note A)

Charges will not apply for verbal proof of delivery or where requests arise as a result of identifiable service failures.

When requested by the customer, carrier will pick-up documents subject to a charge of **\$30.00** per request, assessed to the party requesting the service.

ITEM 280

DANGEROUS ARTICLES

Shipments of explosives or other dangerous articles will not be accepted for transportation without special arrangements being made for their carriage with the highway carrier concerned. Contraband freight will not be accepted for transportation (see Note 1).

**Note 1:** On shipments moving under the Regulations for the Transportation of Dangerous Goods Act, the following charges, in addition to all other lawful charges, will apply:

When placards are required by the Transportation of Dangerous Goods Act:

Each shipment weighing, or billed as weighing < 19,999 lbs. - **\$52.00**

Each shipment weighing, or billed as weighing 20,000 > lbs. - **\$80.00**

When placards are not required by the Transportation of Dangerous Goods Act:

< 999 lbs. - **\$25.00**

1,000 > lbs. - **\$52.00**

Shipments in Category II Nuclear Materials requiring specified routes and instructions are subject to a 10 per cent surcharge in addition to all regular rates and charges (see Note 2).

**Note 2:** If escort services are not provided by the shipper or consignee, an additional charge of **\$100.00** per hour per man will be assessed, plus **\$2.50** per mile if escort vehicle is required.



SECTION 1  
GENERAL RULES

**ITEM 290**

**DEFINITION OF SINGLE LESS-THAN-TRUCKLOAD SHIPMENTS**

A shipment is a quantity of freight received from one shipper, on one shipping order or Bill of Lading, at one shipping point, at one time, for one consignee at one destination.

Two or more shipments shall not be combined and rated as one shipment, but must be carried as separate shipments and at not less than the established charge for each shipment.

An LTL shipment is a shipment whose billed weight is less than that required to make the shipment subject to a truckload rate.

**ITEM 300**

**DELIVERY BY APPOINTMENT**

Any shipment where the carrier is required to make delivery during normal business hours (6:00 AM to 5:59 PM) at a specified time and/or date other than on its normal delivery schedule, including any shipment where the carrier is required to contact the consignee prior to delivery, shall be considered an appointment and subject to a charge of **\$35.00**.

Carrier will not accept liability for any costs or penalties arising from late deliveries or missed appointments. The charge for appointment delivery is to be paid by the shipper on prepaid shipments and by the consignee on collect shipments

SECTION 1  
GENERAL RULES

ITEM 310

**DETENTION OF VEHICLES WITHOUT POWER UNITS**

**Spotting Vehicles Without Power Units:**

When equipment is available carrier will spot empty or loaded vehicles, without power units, at consignor's or consignee's premises for loading or unloading subject to the following conditions:

**OR**

When through no fault of the carrier, loaded or partially loaded vehicles are detained at the Canadian Customs Offices, or at inland truck sufferance warehouses in Canada, or at the carrier's terminal, as the case may be, for the purpose of clearing customs, charges will be assessed as follows:

**(1) Free Time:**

- (A) Vehicles without power units will be allowed 24 hours free time for loading, unloading or customs clearance for each vehicle actually or constructively placed.
- (B) The 24 hours free time shall commence at the time of actual or constructive placement except it shall not begin on a Saturday, Sunday or Holiday but at 8:00 a.m. on the next day which is neither a Saturday, Sunday or Holiday. When any portion of the 24 hour free time extends into a Saturday, Sunday or Holiday, such portion of free time shall be computed from 12:01 a.m. of the next day which is neither a Saturday, Sunday nor Holiday.
- (B) Once a vehicle is actually or constructively placed for loading, unloading or customs clearance without power and then changed to vehicle with power at the request of the consignee, the free time and detention charges will be computed as follows:
  - 1) If the change is requested and made within the free time allowed for a vehicle without power, free time will cease immediately once the power unit is available at the premises of consignor or consignee and detention charges for vehicle with power will be applied immediately with no free time allowed.
  - 2) If the change is requested and made after the expiration of the free time for vehicle without power, detention charges will be computed on the basis of a vehicle without power up to the time the change is requested. In addition thereto, vehicles will immediately be placed on detention for vehicle with power with no free time allowed.

**(2) Charges:**

After expiration of free time provided in "Free Time" above, detention charges will be assessed as follows:

**Conventional Equipment** - Charge will be **\$100.00** per vehicle of 20 feet or more in length, per 24 hour period or fraction thereof (not including Saturdays, Sundays and Holidays).

**Temperature Controlled Equipment** - Charge will be **\$300.00** per vehicle of 20 feet or more in length, per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays).

**Note 1:** The amounts due the carrier under the provisions of this Item shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading or customs clearance irrespective of whether line haul charges are prepaid or collect.

**Note 2:** Carrier will, if equipment is available, spot a trailer at not more than three (3) additional sites within a contiguous plant property. A charge of **\$150.00** for each additional movement will be assessed against the party requesting the service. Free time will commence from the time of initial placement.

**(Item Continued)**

SECTION 1  
GENERAL RULES

ITEM 310-Continued

**DETENTION OF VEHICLES WITHOUT POWER UNITS**

**(3) Definitions:**

**"ACTUAL PLACEMENT"** - means the placing of vehicle at the place designated by the consignor or consignee for loading, unloading or customs clearance.

**"CONSIGNOR, CONSIGNEE"** - as used, will include their agents, brokers, steamship agencies and customs brokers acting in their behalf.

**"CONSTRUCTIVE PLACEMENT"** - means the holding of a vehicle at a point other than the designated loading or unloading place due to the inability of the consignor or consignee to accept the vehicle after notification.

**"DAY"** - means a twenty-four (24) hour period.

**"LOADING"** - includes the furnishing of Bill of Lading or forwarding directions to the carrier and notification to the carrier by the consignor that vehicle is released for forwarding.

**"NOTIFICATION"** - means:

- (A) Advising the consignee by telephone if convenient and practical, otherwise by mail or electronic communication that the vehicle is ready for unloading. However transmitted, notice will specify name of consignor, point of origin, commodity and weight of shipment.
- (B) Tender of delivery by the carrier during normal business hours will constitute notification and will be made in lieu of notice prescribed in (A) above, unless carrier was previously advised in writing to the contrary (either as to hours or method) by the consignee.
- (C) Advising the carrier by the consignor or consignee, by telephone if convenient and practical, otherwise by mail or electronic communication that the vehicle is ready for forwarding or is unloaded.

**"UNLOADING" - includes:**

- (A) Surrender of Bill of Lading on shipments billed "To Order".
- (B) Payment of lawful charges to the carrier when required prior to delivery of the shipment.
- (C) Notification to the carrier that vehicle is unloaded.
- (D) Signing delivery receipt when delivering carrier's agent is present at unloading.

**"VEHICLE"** - means any load carrying unit, not self-propelled and without their power units.

ITEM 320

**DETENTION OF MOTOR VEHICLES WITH POWER UNITS**

**Section A - General Provisions**

- (a) This rule applies only when vehicles are delayed or detained at the places of pick-up or delivery and only when such delay or detention is attributable to consignor, consignee, or others designated by them.
- (b) Free time for each vehicle will be as provided in Section C.
- (c) The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges.

(Item Continued)

SECTION 1  
GENERAL RULES

ITEM 320 (Continued)

**DETENTION OF MOTOR VEHICLES WITH POWER UNITS**

**Section B - Computation of Time**

(a) The time per vehicle shall begin to run upon notification by the driver to the responsible representative of the consignor or consignee at the place of pick-up or delivery of the arrival of the vehicle for loading or unloading as the case may be, either on the premises designated by the consignor or consignee, or as close thereto as conditions on said premises will permit, and shall end upon completion of loading or unloading and receipt by the driver of a signed Bill of Lading or receipt for delivery as the case may be, except as provided in (b) of this section. Time, if any, necessary to prepare a vehicle for loading or unloading, as the case may be, will be excluded from the computation of time.

Upon request of a consignor or consignee, or others designated by them, carrier will enter into a reasonable prearranged schedule for arrival of the vehicle for loading or unloading.

**EXCEPTION:** When carrier makes a prearranged schedule with consignor or consignee, or others designated by them, at place of pick-up or delivery for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule within 30 minutes, the time shall begin to run from the commencement of loading or unloading and not from the time of arrival of the vehicle. If carrier's vehicle arrives prior to scheduled time, the time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

(b) Computations of the time are subject to, and are to be made within the normal business (Shipping or receiving) day at the designated premises at place of pick-up or delivery, except if carrier is permitted to work beyond this period, such working time shall also be included. When loading or unloading is not completed at the end of such day, time will be resumed at the beginning of the next such day, or when work the next day is actually begun by carrier, if earlier. When loading or unloading carries through a normal meal period, mealtime, not to exceed one hour, will be excluded from computation of time.

**Section C - Free time and charges per Vehicle stop:**

**Free time shall be as follows:**

<b><u>Billed Weight</u></b>	<b><u>Free Time in Hours</u></b>
Up to 9,999 lbs.	30 mins
10,000 to 19,999 lbs	60 mins
Over 19,999 lbs.	120 mins

**Charges:**

When due to no disability, fault or negligence on the part of the carrier, the loading and/or unloading of freight is delayed beyond the free time allowance, a charge of **\$25.00** per quarter hour or part thereof will be assessed the consignor or consignee in addition to all other lawful charges. Shipments delivered on Saturdays, Sundays or statutory Holidays are subject to a minimum of four hours of chargeable time

**Note 1:** Loading or unloading at more than one site within the continuous private property of shipper or consignee shall constitute one vehicle stop subject to charges as stated herein.

**Section D:**

Nothing in this rule shall require a carrier to pick-up or deliver freight at hours other than such carrier's normal business hours.

SECTION 1  
GENERAL RULES

**ITEM 330**

**EXCEPTIONS TO CLASSIFICATION, FREIGHT ALL KINDS (F.A.K.)**

- (A) When ratings or classifications are higher than Class 100 in National Motor Freight Classification, Freight All Kinds (F.A.K.) rates will be increased by the multiples provided.
- (B) Subject to Item 160 of this Tariff. (Bulky Shipments Item).

**ITEM 340**

**EXCLUSIVE USE OF VEHICLE**

Exclusive use of vehicle will be furnished on request of the shipper. Each Bill of Lading covering shipments for which exclusive use of vehicle is provided must be marked "exclusive use of vehicle ordered by shipper". Charges will be computed as follows:

- (A) F.A.K. rated traffic:  
F.A.K. rate subject to a minimum weight of 53,000 lbs.

Charges as per the foregoing paragraph on Exclusive Use of Equipment will also be assessed when the shipper, on his own accord places seals on the unit.

**ITEM 350**

**FREIGHT LIABLE TO DAMAGE OTHER FREIGHT OR EQUIPMENT**

Carriers are not obligated to receive freight liable to impregnate or otherwise damage equipment or other freight.

Such freight may be accepted and receipted for "Subject to delay for suitable Equipment", or may, for lack of suitable equipment, be refused.

**ITEM 355**

**APPLICATION OF FUEL SURCHARGE**

Charges published for services that consume fuel will be subject to the applicable fuel surcharge. Such services include but are not limited to:

- Distribution charges
- Protective Service
- Local Cartage/ Delivery Service
- Minimum Charge – Cubic Capacity and Density
- Over Dimension Freight
- Re-Delivery
- Vehicle Furnished but not used
- Stop Off
- Spotting of Trailer

SECTION 1  
GENERAL RULES

ITEM 360

**FUMIGATION OR INSPECTION OF SHIPMENTS**  
**(SEE EXCEPTION)**

Fumigation or Inspection of a shipment or its contents by government agencies will be permitted (See Exception and Notes A, B and C):

- (1) Within origin or destination point subject to an additional charge of **\$325.00** per vehicle used.
- (2) At a point intermediate over the route of movement a stop-off charge of **\$275.00** per stop will be made in addition to the charges shown in (1).
- (3) At a point not intermediate over the route of movement, charges will be assessed as follows:

The lawful tariff rate applying between the point of fumigation or inspection and the point of origin or final destination as the case may be, and the mileage rate as provided below applying between the points of fumigation or inspection and the point of origin or final destination as the case may be, (subject to the highest charges from point of origin to original billed destination or final destination as minimum).

**MILEAGE RATE APPLICABLE WHERE SPECIFIC REFERENCE IS MADE HERETO (See Note 1):**  
**Rates in Cents Per 100 Lbs.**

<b>MILES</b>	<b>Shipment subject to TL Rates</b>	<b>MILES</b>	<b>Shipment subject to TL Rates</b>	<b>MILES</b>	<b>Shipment subject to TL Rates</b>
0 -25	<b>2.76</b>	101 - 150	<b>4.61</b>	301 - 350	<b>7.84</b>
26 - 50	<b>3.23</b>	151 - 200	<b>5.53</b>	351 - 400	<b>8.29</b>
51 - 75	<b>3.84</b>	201 - 250	<b>6.59</b>	401 - 450	<b>8.60</b>
76 - 100	<b>4.40</b>	251 - 300	<b>7.68</b>	451 - 500	<b>9.83</b>

**Note 1:** Mileages will be determined through use of the applicable provincial road maps, subject to the additional charges in (1).

**EXCEPTION:** Provisions of this Item will not apply when fumigation or inspection is accomplished at a United States or Canadian Customs office located on the U.S. - Canadian Boundary line or adjacent thereto or at an inland sufferance warehouse in Canada as the case may be where the service herein is provided concurrently with clearing customs and no charges are incurred by the carrier.

**Note A:** Where fumigation or inspection facilities are not reasonably level with the floor level of carrier's vehicle, or where on account of weight, dimensions or physical characteristics of pieces or packages, the shipment cannot be handled by one man, consignor or consignee must furnish adequate means by which the freight can be moved onto or off carrier's vehicle. In the absence thereof, rates in tariffs governed by this tariff will not include loading or unloading, except that carrier's driver will render assistance.

**Note B:** When requested by the consignor or consignee, extra labour will be furnished by the carrier subject to the provisions of Item 410.

**Note C:** Shipper or owner will be responsible for all charges for and incidental to the fumigation or inspection services rendered.

QXTI TARIFF 100

SECTION 1  
GENERAL RULES

**ITEM 370**

**HEAVY LIFT CHARGES**

Where mechanical equipment is required for the loading or unloading of any one shipment or part thereof, the actual cost incurred by the carrier for the use of said equipment will be assessed to the shipper or consignee.

Nothing in this Item will compel the carrier to provide this service.

**ITEM 380**

**IN BOND SHIPMENTS**

When a shipment is stopped in transit for customs clearance and final delivery is subsequently made, the additional pick-up at the sufferance warehouse will be subject to the following charges, in addition to all other lawful charges:

**\$7.50** per cwt; **\$75.00** minimum charge; **\$300.00** maximum charge per shipment.

If customs clearance is effected in a locality other than the point of final delivery, rates between the customs point and the ultimate point of delivery will apply.

**ITEM 390**

**IMPRACTICAL OPERATION**

The carrier shall not be required to pick-up from or deliver to, locations where, due to conditions of streets, roads or highways it is impractical to operate motor vehicles. When asked to do so and towing charges are incurred, the charges are for the account of the party requesting the service.

**ITEM 400**

**LOAD LIMITS**

- (A) No carrier shall be required to handle on one vehicle weights in excess of legal load limits.
- (B) Where no facilities are available to ascertain the correct weight of a shipment before travel on the public highways, shipper will be required to state the maximum possible weight of the shipment. Where the actual weight of the shipment is later found by public authority to exceed "Shippers Declared Maximum Weight" by an amount which results in a fine or penalty on the carrier, each fine or penalty shall be added to other charges accruing herein.

SECTION 1  
GENERAL RULES

ITEM 410

**LOADING OR UNLOADING - EXTRA LABOUR**

A) When requested by the consignor or consignee, extra labour will be furnished by the carrier for loading or unloading. At each location where extra labour is used, the charge therefore will be as shown in (B), (C) and (D) below. Time shall be computed from the time the man (or men) leaves carrier's terminal until he (or they) returns to carrier's terminal. This charge will be in addition to all other charges and will be assessed against the consignor (see Note A) if the extra labour is used for loading and against the consignee (see Note B) if the extra labour is used for unloading. Extra labour will not be furnished unless requested by consignor or consignee.

When requested by the consignor or consignee, extra labour will be furnished by the carrier for the uncrating of shipments prior to delivery. At each location where uncrating is performed, the charge will be as shown in (B), (C) and (D) herein.

B) **\$45.00** per man for each hour or fraction thereof. Minimum: 4 hours. Exception: Saturday, Sundays and Holidays.

C) **\$65.00** per man for each hour or fraction thereof, Minimum: 4 hours - Saturdays Sundays and Holidays

D) The provisions of this Item do not obligate the carrier to furnish extra labour if such labour is not available at the point of loading or unloading.

**Note A:** "Consignor" as used in this Item means the party from whom the carrier receives the shipment, or any part thereof, for the transportation at point of origin, or any stop-off point, whether he be original consignor, or warehouseman, or connecting air, motor, rail or water carrier, with which the carrier does not maintain joint through rates, or other person to whom the Bill of Lading is issued.

**Note B:** "Consignee" as used in this Item means the party to whom the carrier is required, by the Bill of Lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off point whether he be ultimate consignee, or warehouseman, or connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates or other person designated in the Bill of Lading.

ITEM 420

**MARKING OR TAGGING OF FREIGHT**

When requested by the consignor or consignee Marking or Tagging may be performed by the carrier. The charge therefore will be **\$45.00** per man per hour or fraction thereof, minimum charge **\$135.00** per man. Where the service performed is accomplished at a location other than the carrier's terminal, time shall be computed from the time the man leaves the carrier's terminal until his return to the carrier's terminal. This charge will be in addition to all other charges and will be assessed against the party requesting the service.

The provisions of this Item do not obligate the carrier to perform the service. Carrier's records must be maintained and kept available at all times and must show:

(A) Name and Address of party requesting the service.

(B) Number of men used to perform the service and the date and time during which such men were used.



SECTION 1  
GENERAL RULES

## ITEM 430

**METRIC CONVERSION****SI Unit of Measurement:**

The metric measurement system used in this Tariff is that adopted by Canada and most countries throughout the world, i.e. the International System of Units (from the French name Le Systeme International d'Unites), known as SI in abbreviated form, which is the most recent version of the metric system. The SI units, and certain non-SI units retained for use with SI, are those contained in the National Standard of Canada, Metric Practice Guide CAN-3-001-02-73.

**Rounding of Data:**

- (A) When the first digit discarded is less than 5, the last digit retained is not changed.
- (B) When the first digit discarded is 5 or greater, the last digit retained is increased by one.

**Examples:** 12.3450 rounded to nearest whole number is 12.0  
12.3450 rounded to one decimal place is 12.3  
12.3450 rounded to two decimal places is 12.35  
12.3456 rounded to three decimal places is 12.346

**Note:** The rounding takes place only after the final calculation has been made and the product has been determined.

**Reference to Tariffs, Items, Notes, Rules, etc.:**

Where reference is made in this Tariff, to items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such Tariffs and reissues of such items, notes, rules, etc.

**METRIC CONVERSION****Multiplication Factors:**

The multiplication factors used in this publication all comprise 7 digits to the extent possible for the sake of uniformity. Where factors used are less than seven digits it is because they are exact conversion factors.

**Form of Conversion:**

Conversion can take several forms. The most elementary form involves change of measurement language to SI with any physical change being within former measurement tolerances. This form of conversion is sometimes referred to as a "soft conversion". Next in the scale of difficulty is conversion to SI with rounding to numbers which are easily used. This usually results in a change in product size and is sometimes referred to as a "hard conversion". The most complete conversion is that which is accompanied by a "rationalization" process which, in addition to eliminating unnecessary sizes to simplify production and minimize inventory problems, may, for the purpose of simplification and ease of use, result in revised breaks or spreads in distance tables, rate tables and other Tariff scales.

(Item Continued)

SECTION 1  
GENERAL RULES

ITEM 430 - (CONTINUED)

TO CONVERT FROM SI (METRIC) TO IMPERIAL MEASUREMULTIPLY UNIT TO BE CONVERTED BY:

Centimetres to inches	0.3937008
Cents per 100 kilograms to cents per 100 lbs.	0.4535924
Cents per kilometre to cents per mile	1.609344
Cents per litre to cents per gallon	4.54609
Cents per tonne to cents per ton of 2,000 lbs.	0.9071847
Cubic metres to 1,000 board feet (1,000 fbm)	0.4237761
Cubic Metres to cubic feet	35.31466
Degrees Celsius to degrees Fahrenheit	1.8 (degrees Celsius) + 32 rounded to nearest whole number
Kilograms to pounds	2.204623
Kilometres to miles	0.6213712
Litres to gallons	0.2199692
Metres to feet	3.28084
Tonnes to tons of 2,000 lbs.	1.102311
1,000 board feet (1,000 fbm) to cubic metres	2.359737
Cents per gallon to cents per litre	0.2199692
Cents per 100 lbs. to cents per 100 kilograms	2.204623
Cents per Imile to cents per kilometre	0.6213712
Cents per ton of 2,000 lbs. to cents per tonne	1.102311
Cubic feet to cubic metres	0.0283168
Degrees Fahrenheit to degrees Celsius	(Fahrenheit degrees -32) x 5/9 rounded to nearest whole number
Feet to metres	0.3048
Gallons to litres	4.54609
Inches to centimetres	2.54
Miles to kilometres	1.609344
Pounds to kilograms	0.4535924
Tons of 2,000 lbs. to tonnes	0.9071847

## QXTI TARIFF 100

### SECTION 1 GENERAL RULES

#### ITEM 440

##### MILEAGES

Mileages shall be determined by the use of the current applicable official Provincial road map and mileage table published by the Ministry of Transport.

#### ITEM 450

##### MIXED SHIPMENTS

###### TL:

- (A) Except as otherwise provided, when a number of articles for which the same or different ratings or rates are provided when in straight truckloads are shipped at one time by one consignor to one consignee and destination, in a truckload, they will be charged for at the actual or authorized estimated weight and at the truckload class or commodity rate applicable to each article. The truckload minimum weight will be the highest provided for any article in the mixed truckload, and any deficit in the minimum weight will be charged for at the lowest truckload ratings or rates applicable to any article in the mixed truckload.
- (B) If the aggregate charge upon the entire shipment is less on basis provided in (A) for some of the articles, and actual weight at LTL class rate or rates, without LTL minimum charge for the other articles, the shipment will be charged for accordingly.
- (C) When the aggregate charge upon the entire shipment is less on basis of truckload rate and minimum truckload weight (actual or authorized estimated weight to be charged for if in excess of the minimum weight) for one or more of the articles and on basis of actual weight at LTL rate or rates, without LTL minimum charge, for the other article or articles, the shipment will be charged for accordingly.
- (D) On mixed shipments, the rate for each class will be the rate shown for that class applying to the total weight of the shipment.
- (E) When freight subject to class rates is included on the same truck on one Bill of Lading from one shipper to one consignee in a shipment with freight subject to a truckload commodity rate, the charges on the freight subject to the class rates shall be assessed at the actual weight and at the straight truckload class rate or rating. The weight of such class rated traffic shall not be used in meeting the truckload minimum weight required for the freight subject to the truckload commodity rate.

###### LTL OR AQ:

On mixed shipments of LTL traffic moving on one Bill of Lading from one shipper to one consignee, the rate for each class will be the rate shown for that class applying to the total weight of the shipment. When it is necessary to increase the weight to take advantage of the lower rates on the next weight breakdown, the weight deficit will be subject to rate applicable to lowest rated article.

###### SINGLE SHIPMENTS OF ONE OR MORE CLASSES:

Subject to observance of minimum weight elsewhere prescribed in the classification, single shipments of freight shall be charged as follows:

- (A) When consisting of freight of one class, charges shall be computed at the rating applicable and at the actual weight.
- (B) When consisting of freight of two or more classes and each class is in a separate package or packages, charges will be computed at the rating applicable to each class and at the actual weight.
- (C) When consisting of freight of more than one class in the same package, charges will be computed at the LTL or any quantity rating provided for the highest classed freight contained in the package. All of the articles need not be specified in the shipper order or Bill of Lading, but only one of the articles taking the highest ratings; in such instances the following notation must also appear on the shipping order and Bill of Lading "and other articles classified the same or lower".

SECTION 1  
GENERAL RULES

ITEM 460

**MULTIPLE DELIVERIES OR PICK-UPS**

**Note:** The following Item is applicable only when charges are paid by one party and the Bill of Lading must be supported by a manifest or distribution sheet.

(A) When a consignor desires multiple pick-ups at various plants of the consignor, located at the same originating point, in or on one truck, amounting to not less than the regular truckload minimum, on one day, for delivery to one consignee, at one destination, ONE Pick-up shall be included in the truckload rate. Further pick-ups, not to exceed four (4) in number for a truckload minimum of 20,000 lbs., and not to exceed seven (7) in number for a truckload minimum of 30,000 lbs., will be assessed on actual weight provided the minimum truckload weight is protected and, in addition to the truckload rate, the prevailing LTL cartage rate and minimum (See Item 190) for each pick-up after the first as shown in this Tariff for the originating point at which pick-ups are made.

(B) When a consignor desires multiple deliveries at one destination of a full truckload consisting of not less than the prevailing minimum truckload weight, ONE pick-up and ONE delivery shall be included in the truckload rate. Further deliveries, not to exceed four (4) in number for a truckload minimum of 20,000 lbs., and seven (7) in number for a truckload minimum of 30,000 lbs., will be assessed on actual weight provided the minimum truckload weight is protected, and, in addition to the truckload rate, the prevailing LTL cartage rate and minimum per delivery, (See Item 190) for each delivery after the first as shown in this Tariff for the destination at which such deliveries are made. The weight covering shipments beyond the truckload break-up point may be used to make up the truckload minimum weight. Each shipment, whether for local delivery or consigned beyond the truckload break-up point, will be considered a delivery in the application of this Item.

**Note 1:** Where more than five (5) or eight (8) separate pick-ups or deliveries are made for the above weights, the excess pick-ups or deliveries will be rated at LTL rates, unless lower charges are produced by rating the entire shipment at LTL rates.

**Note 2:** Shipments with multiple pick-ups or deliveries must be marked on Bill of Lading by the shipper at the time of pick-up.

**Note 3:** The minimum aggregate charge per shipment for the line haul plus cartage will be as per the applicable class or FAK tariff.

ITEM 470

**ONTARIO FOOD TERMINAL ENTRANCE FEES**

The party responsible for freight charges will be liable for Entrance Fees for vehicles transporting merchandise at the Ontario Food Terminal, the Queensway, Toronto, ON.

**ENTRANCE FEES ARE:**

Tractor Trailer	- \$50.00
Double Axle, Straight Truck	- \$35.00
Others (Taxis, Vans, etc.)	- \$15.00

## QXTI TARIFF 100

### SECTION 1 GENERAL RULES

#### ITEM 480

#### OWNER'S RISK

- (A) Articles specified in the Classification or in this Tariff to be carried under Owner's Risk conditions, shall, unless otherwise required by the shipper, be carried at Owner's Risk as so specified and defined. These conditions are intended to cover risks necessarily incidental to transportation; but no such limitation, expressed or otherwise, shall relieve the carrier from liability for any loss or damage which may result from any negligence or omission of the company, its agents or employees.
- (B) Where "Owner's Risk" conditions are specified for articles in LTL, such conditions will also apply on the same articles in truckloads.
- (C) Should the shipper decline to ship at "Owner's Risk", as specified and defined in the classification, any article shown as to be so carried, the articles will be carried subject to the terms and conditions of the Bill of Lading (Shipping Contract) approved by the Provincial Regulatory Authorities, in which case 25 per cent over and above the rates which would be payable if such articles were shipped at "Owner's Risk" will be charged.
- (D) Shipments susceptible to damage by frost or other temperature variations will be carried at owner's risk only and the carrier shall not be held responsible whatsoever for any deterioration so caused, unless heated or refrigerated service is requested.

#### ITEM 490

#### OVER-DIMENSION FREIGHT

Except as otherwise provided, shipments containing articles subject to rates in Tariffs making reference hereto, which exceed one or more of the following dimensions, will be transported subject to the conditions and minimum weights set forth in (1), (2) and (3) below:

- (A) 8 feet 6 inches in height;
- (B) 8 feet in width for truckloads, and 7 feet 6 inches in width for LTL;
- (C) 44 feet in length;
- 1) Arrangements for transporting over-dimension freight provided above must be made with the originating carrier before shipment or any portion thereof is tendered for transportation and will be subject to delay awaiting suitable equipment.
  - 2) No articles will be transported the height of which will not permit the carrier's vehicles to operate safely under overhead wires, bridges, subways or any other obstructions over the highway, street or alley, public or private.
  - 3) An additional charge will be made where detours are necessary due to the unusual height or width of a load, the amount of the charge to be at the discretion of the carrier.
  - 4) Such shipments as are accepted will be subject to a surcharge of 25 per cent of the revenue on shipments subject to truckload rates and a surcharge of 50 per cent of the revenue (revenue based on a minimum of 6,000 lbs.) on shipments subject to LTL or any quantity rates (subject to a minimum weight of 6,000 lbs.).
  - 5) Special over width, over weight and over length Charges:
    - a) Where flagmen are required to accompany any oversize or overweight shipment because of any Federal, Provincial, Municipal or other law or regulation, or in the opinion of the carrier as a safety requirement, a charge of **\$50.81** per hour per man shall be made in addition to all other rates and charges herein.
    - b) Where in the performance of duties required and described in (a) above, flagmen require transportation, a vehicle suitable for this purpose shall be furnished by the carrier at the rate of **\$3.23** per mile for all miles traveled (portal to portal) such charges shall be in addition to all other applicable charges.

(Item Continued)

SECTION 1  
GENERAL RULES

**ITEM 490 - (CONTINUED)****OVER-DIMENSION FREIGHT**

(6) If it is impractical to load other or additional freight on the same vehicle, such shipments as are accepted will be subject to a minimum charge equivalent to Class 70 at 24,000 lbs. plus 25 per cent surcharge.

**EXCEPTION:** Traffic **BETWEEN** Ontario points northwest of Sault Ste. Marie, Manitoba, Saskatchewan, Alberta, British Columbia or Yukon AND points in Ontario or Quebec will be subject to a minimum charge equivalent to Class 55 at 45,000 lbs. plus 25 per cent surcharge.

**EXCEPTION: TRUCKLOADS ONLY:**

Lengths over 49 feet up to and including 59 feet, will be subject to a surcharge of 30 per cent of the applicable rate. Lengths over 59 feet will be subject to a **surcharge of 35 per cent** of applicable rate.

**Note 1:** When special permits are required prior to or during the transportation of oversize or overweight shipments, cost of the special permit, at **\$150.00** per trip, plus any telephone or telegraphic expense or any other additional costs incurred by the carrier in securing and arranging for special permits, shall be added to the carrier's freight bill. In the event that any subdivision of government makes it mandatory for a carrier to furnish a bond as a condition precedent to the issuance of a permit, such bond will be furnished by the carrier at the expense of the party responsible for the freight charges.

**LONG FREIGHT HANDLING**

Freight with a length of 120" or over, weighing more than 250 lbs will be subject to cube at a MINIMUM Length (120") x MINIMUM Width 48" and MINIMUM Height 48". If it is not possible to load on top of the shipment the height will be assessed at 102". Charges will be based on a minimum density of 10 lbs per cubic foot. The shipment will also be subject to the freight charges plus a \$75.00 Handling surcharge.

**ITEM 495****PACKAGING**

Shipment packaging requirements will be as published in the National Motor Freight Classification, NMF 100 Series.

**ITEM 510****PICK-UP AND DELIVERY SERVICE**

Except as otherwise provided, rates governed by this Tariff include one pick-up and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Section B of this Item for PICK-UP OR DELIVERY SERVICE on Saturdays, Sundays or Holidays), at one site, subject to the following provisions:

**(A) LOADING AND UNLOADING:****(1) CARRIER LOADING:**

- i) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading (see Note 1).
- ii) Carrier will furnish only one man per vehicle for loading, be he the driver, helper, or any other carrier employee except as provided in Item 410 (**EXTRA LABOUR-LOADING**).

**(2) CARRIER UNLOADING (See Exception):**

- i) Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle (see Note1)
- ii) Carrier will furnish only one man per vehicle for unloading, be he the driver, helper, or any other carrier employee except as provided in Item 410 (**EXTRA LABOUR-UNLOADING**).

**(3) CONSIGNOR LOADING OR CONSIGNEE UNLOADING:**

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this Item by performing at his own expense the loading or unloading of shipments on or from the carrier's vehicle.

(Item Continued)

SECTION 1  
GENERAL RULES

**ITEM 510 (Item continued)****(4) PLACEMENT OF VEHICLE FOR LOADING:**

At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pick-up a shipment there tendered for transportation.

**PICK-UP AND DELIVERY SERVICE****(A) LOADING AND UNLOADING:****(5) PLACEMENT OF VEHICLE FOR UNLOADING:**

The delivery of a shipment by the carrier to the place of delivery specified on the Bill of Lading will include the placing of a vehicle at the delivery site designated by the consignee.

**(6) RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER:**

- i) Loading or unloading service does not include assembling, packaging, unpacking, dismantling or inspecting, sorting or segregating freight.
- ii) Loading or unloading service does not include furnishing by the carrier or use by the carrier employee of rigging or special loading or unloading equipment such as platform vehicle (other than hand trucks), winches, cranes, jacks (see Note 2), blocks or falls, chain falls or other special equipment used in hoisting, lowering, handling or placing freight in positions. When such equipment is required in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labour to operate such equipment at his expense, and shall assume responsibility for safe loading or unloading.
- iii) Where consignor's or consignee's shipping or receiving facilities are not reasonably level with floor level of carrier's vehicle, or where on account of weight, dimensions, or physical characteristics of pieces or packages the shipment cannot be handled by one man, consignor or consignee must furnish adequate means by which the freight can be moved onto or off carrier's vehicle. In the absence thereof, rates in Tariffs governed by this Tariff will not include loading or unloading, except that carrier's driver will render assistance.
- iv) When a shipment is tendered for delivery during normal business hours (i.e. from 8:00 a.m. to 5:00 p.m. on Monday through Friday, except on legal holidays) and through no fault of the carrier such shipment cannot be delivered, provisions and charges published in Redelivery Item 560 will apply in addition to all other lawfully applicable charges.
- v) When requested by consignor or consignee and carrier's operating conditions permit, the carrier may move shipment or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in this Item, (Pick-up and Delivery Service) subject to a charge of **\$5.00** per cwt, **\$50.00** minimum charge; **\$90.00** maximum charge per shipment. This service will not be provided at a location that is a private residence as defined in this item. (see Section C – Special Sites)
- vi) If inside pick-up or delivery is requested to floors other than ground floor and such floors are inaccessible to trucks, pick-up or delivery may be made subject to a charge of **\$5.00** per cwt; **\$50.00** minimum charge; **\$90.00** maximum charge per shipment, provided that, elevator or escalator facilities and labour, when necessary to operate same, are provided without cost to the carrier (see Notes A and B).

**Note A:** Nothing in this Item shall require carriers to perform this service.

**Note B:** The party (consignor or consignee) requesting the service will be responsible for payment of the charge provided in this Item.

- vii) When requested by consignor or consignee, or when required to facilitate completion of a pickup or delivery, the carrier may pick-up or deliver a shipment with a truck equipped with a hydraulic tailgate at a charge of **\$5.00** per cwt; **\$50.00** minimum charge; **\$90.00** maximum charge per shipment, in addition to all other charges. The charges provided in this Item will be in addition to all other lawful charges and unless Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service.

viii)

(Item Continued)

SECTION 1  
GENERAL RULES

ITEM 510 - (CONTINUED)

PICK-UP AND DELIVERY SERVICE

**(7) LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE:**

Where reference is made to this Item and items that are subject to "Shipper to load, Consignee to unload" the following will apply:

**(a) SHIPPER TO LOAD:**

- (i) The vehicle must be loaded by shipper.
- (ii) The complete loading service includes the loading of the freight into or on the carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the shipper.

**(b) CONSIGNEE TO UNLOAD:**

- i) The vehicle must be unloaded by consignee.
- ii) The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the carrier's vehicle.
- iii) The loading or unloading, as the case may be, of the freight, must be performed by the shipper or consignee at his expense, without any assistance from the carrier. The carrier employee and power unit is to be released while loading or unloading is performed. At carrier option the carrier employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.
- iv) On mixed shipments when any portion of the freight is required to be loaded or unloaded by shipper or consignee, as the case may be, as a condition precedent to the application of the rate, the entire shipment must be loaded or unloaded by the shipper or consignee, otherwise the rate will not apply and rates otherwise published will be assessed.
- v) In the event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading, as the case may be.
- vi) If for any reason the consignor or any party tendering any portion of the shipment refuses to perform the loading, or if the consignee, or any party receiving any portion of the shipment refuses to perform the unloading, the rate will not apply and rate otherwise published will be assessed.

**(B) SATURDAYS, SUNDAYS OR HOLIDAYS:**

When a consignor or a consignee requires or requests (see Notes A and B) pick-up, delivery, interchange or transfer of shipment between carriers or clearance of shipments through customs during a Saturday, Sunday or Holiday a charge of **\$350.00** shall be assessed in addition to all other lawfully applicable rates and charges.

**Note A:** This Item shall not be construed as obligating the carrier to furnish any service on the days specified herein.

**Note B:** Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service provided for in this Item will be performed.

**Note C:** In the application of this Item, the following days will be considered Holidays:

New Year's Day	Canada Day	Day Before Christmas
Good Friday	Civic Holiday (Note E)	Christmas Day
Victoria Day	Labour Day	Boxing Day
St. Jean Baptiste (Note D)	Thanksgiving Day	Day Before New Year's Day
Family Day (Note F)		

And in addition, any day designated as a full holiday by the Federal or Provincial Government. Whenever a Holiday falls on Sunday, it shall be considered as falling on the following Monday.

**Note D:** Where specific reference is made to this note, holiday applicable only in the Province of Quebec.

**Note E:** Where specific reference is made to this note, holiday applicable only in the Province of Ontario.

(Item Continued)



QXTI TARIFF 100

SECTION 1  
GENERAL RULES

**ITEM 510 - (CONTINUED)**

**Note F:** Where specific reference is made to this note, holiday applicable only in the Province of Alberta, Ontario and Saskatchewan.

**PICK-UP AND DELIVERY SERVICE**

**(C) AFTER HOURS DELIVERY OR PICK-UP**

Any shipment where the carrier is required to make delivery or pick-up after normal business hours will be subject to a charge as follows:

Delivered/Picked-Up between 6:00 PM and 11:59 PM - **\$165.00.**

Delivered/Picked-Up between Midnight and 5:59 AM - **\$275.00.**

Carrier will not accept liability for any costs or penalties arising from late deliveries or pick-ups or missed appointments. The charge herein is to be paid by the shipper on prepaid shipments and by the consignee on collect shipments.

**(D) SPECIAL SITES:**

**(1) CARRIERS TERMINAL:**

When consignor or consignee elects to pick-up or deliver his freight at or to carrier's terminal in lieu of service by carrier, no allowance will be made.

**(2) CONSTRUCTION SITES: (See Exception)**

A construction site is defined as a location where a facility is being built, erected or renovated, by one or more contractors, and the shipment is consigned to the contractor, c/o the facility being developed. Shipments consigned to construction sites with charges "collect" will be assessed a charge of **\$4.50** per cwt; **\$45.00** minimum charge; **\$80.00** maximum charge per shipment.

**EXCEPTION:** Where multiple consignees are shown on Bill of Lading, shipments can be accepted on a collect basis, without "collection charge", only if one of the consignees is prepared to pay freight charges in such cases, on delivery.

**(3) PRIVATE RESIDENCE:**

- (i) Each pick-up or delivery at a Private Residence will be subject to a charge of **\$5.00** per cwt; **\$50.00** minimum charge; **\$90.00** maximum charge per shipment. Delivery will be to the curbside.
- (ii) Private Residence shall include: Apartment Houses, Farms, Homes, Residences, Golf and Country Clubs and Estates and shall apply to the entire premises on which a dwelling for living is located, except will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or services to the walk-in public during normal business hours.
- (iii) Inside pick-up or delivery will not be provided at private residences.

**Note:** The foregoing will be assessed in addition to all other lawful charges, including Hydraulic Liftgate and Appointment charges when required.

**(4) EXHIBITIONS, EXPOSITIONS, TRADE FAIRS:**

- (i) When requested by consignor or consignee, and carrier's operating conditions permit, shipments will be accepted for shipment from or to amusement parks, tradeshow, traveling shows, chautauguas, fairs, exhibitions or expositions. Such shipments will be subject to a charge of **\$5.00** per cwt; **\$50.00** minimum charge; **\$90.00** maximum charge per shipment.

(Item Continued)

SECTION 1  
GENERAL RULES

**ITEM 510 - (CONTINUED)**

The charge provided herein will be in addition to all other lawful charges and unless Bill of Lading is specifically endorsed to show prepayment of charge, it will be assessed against the party paying the transportation charges.

**PICK-UP AND DELIVERY SERVICE****(E) WAIVER OF DELIVERY RECEIPT:**

When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites (or other places) where no representative of the consignee is present or available for the receipt of the shipment, will be delivered and unloaded by the carrier and left unattended at the place designated.

**(F) NOTES:****Note 1:**

- (i) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated there from only by an intervening public sidewalk.
- (ii) If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied, or city ordinance prevents its use, the nearest available parking space may be used.
- (iii) When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for carrier to place his vehicle for loading, all such shipments will be considered as immediately adjacent thereto, even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carriers.
- (iv) When shipper assigns two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pick-up by the designated carriers, and all of such assigned spaces are as close as practicable to a parking space suitable for carriers to place his vehicle for loading, all such assigned and designated spaces will be considered immediately adjacent to such parking space.

**NOTE 2:** Exceptions: Carrier's employee may use Pallet Jacks furnished by the shipper or consignee to assist in loading and unloading.

**ITEM 520****DRAYAGE & DESTUFFING****DRAYAGE**

The carrier, at the specific request of the customer, will arrange for the pickup and transportation of **Customs Cleared** Ocean Containers from the Ocean Carriers yard to the carrier's warehouse for destuffing, and return the empty container to the Ocean Carriers. The charge for this service is **\$650.00** per container

**DESTUFFING**

The carrier, at the specific request of the customer, will unload **Customs Cleared** Ocean Container at the carriers warehouse, and reload into the carriers trailer. The charge for this service is **\$300.00** per 20 foot Container; **\$500.00** per 40 foot or greater container.

All charges in this item are payable by the payor of the freight charges and are in addition to all other applicable charges.

SECTION 1  
GENERAL RULES

ITEM 530

PROPERTY OF EXTRAORDINARY VALUE

The following property will not be accepted for shipment nor as premiums accompanying other articles (Government shipments of mail excepted when under special contract): Bank Bills, Coin or Currency; Deeds, Drafts, Notes or Valuable Papers of any kind; Jewelry; Postage Stamps or Letters and Packets of Letters with or without Postage Stamps affixed; Precious Metals or Articles manufactured there from; Precious Stones, Revenue Stamps, Antiques; or other related or unrelated old rare or precious articles of extraordinary value.

ITEM 540

PROTECTIVE SERVICE

Section 1: CONDITIONS:

- (A) The carrier will not be obligated to supply protective service on shipments requiring protection against heat or cold unless specific arrangements are made in advance of shipment, and the request is endorsed on the Bill of Lading by the shipper or consignor, indicating the temperature the product requires.
- (B) When the Bill of Lading is not endorsed in accordance with (A), the carrier will not be responsible for damage or deterioration due to heat or cold.
- (C) When the Bill of Lading is endorsed in accordance with (A), the carrier will provide protection against heat or cold at the rates and charges in Section 2, in addition to all other lawfully published charges.
- (D) Materials which congeal, solidify or freeze above normal temperature of 32 degrees Fahrenheit shall be at Owner's Risk of freezing after carrier has provided normal heating service.

Section 2: CHARGES:

Heated Service:

LTL - the cost of Protective Service (**heat**) will be assessed at **20% for ROAD and 25% for RAIL** of the freight charges, but with a minimum of **\$45.00** for each delivery.

TL (20,000 lbs. and over) - the cost of Protective Service (**heat**) will be assessed at **15% for ROAD and 20% for RAIL** of the freight charges, but with a minimum of **\$275.00** for each delivery.

Refrigerated Service

The cost of Protective Service (**refrigerated or frozen**) will be assessed at **25%** of the freight charges, subject to a minimum of **\$165.00** per day or part thereof. Time shall be computed from the actual time of pick up at origin until the time at which the entire shipment has been unloaded at delivery.

SECTION 1  
GENERAL RULES**ITEM 550****RECONSIGNMENT OR DIVERSION**

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

**(1) DEFINITIONS OF RECONSIGNMENT OR DIVERSION:**

For the purpose of this Item, the term "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

- (A) A change in the name of the consignor or consignee.
- (B) A change in the place of delivery within the original destination point.
- (C) A change in the destination point.
- (D) Cancellation of shipment after commencement of loading.
- (E) Instructions received by the originating carrier prior to receipt of shipment (see Note 5).

**RECONSIGNMENT OR DIVERSION****(2) CONDITIONS:**

- (A) Requests for reconsignment must be made or confirmed in writing and the carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
- (B) Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
- (C) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- (D) Only entire shipments, not portions of shipments may be reconsigned.
- (E) An order for reconsignment of a shipment moving under uniform order Bills of Lading will not be considered valid unless and until the original Bill of Lading is surrendered for cancellation, endorsed or exchanged.
- (F) Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor.
- (G) Carriers do not obligate themselves to notify consignees of arrival of shipment prior to delivery thereof, but when so requested in advance a reasonable effort will be made to do so.

(Item Continued)

QXTI TARIFF 100

SECTION 1  
GENERAL RULES

**ITEM 550 - (CONTINUED)**

**(3) CHARGES:**

RECONSIGNMENT AS DEFINED IN PARAGRAPH 1 WILL BE SUBJECT TO THE FOLLOWING:

If reconsignment results in a change:			In the Destination Point (See Note 4)	
and reconsignment occurs:	in the name of the consignor with no change in place of delivery.	in the place of delivery within original destination point. (See Note 3)	Where reconsignment is accomplished at origin or at a point directly intermediate over route of movement to original destination or at the original destination.	Where reconsignment is accomplished at a point not directly intermediate over route of movement to the final destination.
The Charge will be:				
Before shipment has been loaded for delivery or dispatched for delivery	No Charge	No Charge	Through rates via route of movement from point of origin to final destination plus charge of <b>\$75.00</b> per shipment.	Lawful tariff rate applying between the point of reconsignment and the point of origin or final destination AND
After shipment has been loaded for delivery or dispatched for delivery	<b>\$75.00</b> per shipment	Apply redelivery charge in Item 560 subject to a minimum charge of <b>\$75.00</b> per shipment.	Through rates via route of movement from point of origin to final destination plus redelivery charge in Item 560 subject to a minimum charge of <b>\$75.00</b> per shipment.	The mileage rates as provided in (4) applying between the point of reconsignment and the point of origin or final destination as the case may be (subject to the charges from point to final destination as minimum) plus <b>\$75.00</b> per shipment.

(Item Continued)

SECTION 1  
GENERAL RULES

**ITEM 550 - (CONTINUED)**

**RECONSIGNMENT OR DIVERSION**

**Note 1:** Where specific reference is made to this Note, minimum charge per shipment is **\$75.00**.

**Note 2:** Mileages will be determined through the use of the current official Provincial road map.

**Note 3:** Includes points and places within the Commercial Zones which the carrier in possession of the shipment is authorized to serve direct and which point is subject to the same line haul rate as the original billed destination point.

**Note 4:** Includes points and places other than those defined in Note 3.

**Note 5:** Upon instructions received by the originating carrier prior to receipt of shipment at point of origin accompanied by a through Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, issue a receipt therefore (not a Bill of Lading) to the party tendering the shipment and then execute the Bill of Lading. Such shipment will be subject to a charge of **\$75.00** per shipment.

**ITEM 560**

**RE-DELIVERY OF FREIGHT**

**(1)** When one tender of delivery of a shipment has been made and a redelivery is requested, an additional charge (see Note A) for any one shipment which is handled on any one vehicle, shall be made for each subsequent tender or final delivery. The shipment shall also be subject to the accrued freight, storage and all other lawful charges (see Note B).

**(2) Return of Freight:**

Shipments in carrier's possession at initial point of origin and prior to departure from carrier's terminal may, upon request by consignor and only upon surrender of original Bill of Lading, be:

- (A) Returned to the place of original pick-up, or;
- (B) Delivered to the premises of another motor common carrier at initial point of origin, or;
- (C) Relinquished at carriers terminal to consignor or to consignor's representative. Charges for such service will be as per Note A.

**Note A:** When reference is made hereto, the charge will be as follows:  
**\$7.00** cwt; **\$65.00** minimum charge; **\$300.00** maximum charge per shipment

**Note B:** All charges under this Item must be paid or guaranteed by the party requesting the service.

SECTION 1  
GENERAL RULES

ITEM 570

**REFUSED AND RETURNED FREIGHT**

- (A) When shipments of non-perishable freight are refused by consignee, carrier's agent shall promptly notify shipper, giving reason for refusal. Such freight will be handled in accordance with the provisions of Item 660 covering storage.
- (B) When perishable freight or livestock is refused or unclaimed by consignee, carrier reserves the right to either notify the shipper by wire, at shipper's expense, or to sell to best advantage for account of whom it may concern, or both.
- (C) Shipments must be kept intact. If consignee refuses any part of a shipment, the whole shipment will be considered refused and delivery withheld until authority is obtained from shipper to deliver a portion only. In such cases, billing must be corrected to read as two or more shipments, and charges assessed accordingly.

Freight refused when tendered for delivery and returned via the same carrier who handled the outbound movement shall be rated as follows:

- (1) If the entire shipment is refused at time of delivery the outbound rate shall apply on the return movement.
- (2) If part shipment is refused at time of delivery, the applicable rate for the weight returned will be applied.
- (3) The total cost of the returned shipment is not to exceed the cost of the outbound movement.
- (4) Minimum Charge is applicable.

**EXCEPTION:** On shipments moving from Ontario points northwest of Sault. Ste. Marie, Manitoba, Saskatchewan, Alberta, British Columbia or Yukon AND Ontario and Quebec, Paragraphs 1 and 3 will not apply and the applicable rate will apply.

ITEM 580

**RESTRICTION ON DUMP, FLOAT AND TANK MOVEMENTS**

Rates will not apply to commodities moving in dump vehicles, tank trucks or float equipment.

ITEM 590

**RUST**

It shall be the responsibility of the Consignor to ensure that all products susceptible to atmospheric change causing rust are shipped protected by waterproof packaging.

SECTION 1  
GENERAL RULES

**ITEM 600**

**SORTING or SEGREGATING FREIGHT**

(A) LTL or TL shipments of any weight when tendered in segregated lots according to marks, brands, sizes, flavors or other distinguishing characteristics, will be delivered in the same segregated order without additional charge, provided consignor states such segregation on shipping documents and consignee requires the delivery so stated.

(B) When Shipper or consignee require that a shipment be sorted or segregated in a manner described above, but the consignor fails to tender the shipment in that manner, charges as follows will apply:

Per CWT.	Weight
<b>\$4.50</b>	LTL
<b>\$3.50</b>	1M
<b>\$3.00</b>	2M
<b>\$2.50</b>	5M
<b>\$1.65</b>	10M
<b>\$0.95</b>	20M

- minimum **\$30.00**; maximum **\$190.00** per shipment

Charges will be assessed against the PAYOR of the freight charges This Item shall not be construed as obligating the carrier to furnish the service herein described.

**ITEM 605**

**SECURING FREIGHT - BLOCKING, BRACING, ETC.**

(A) Where it is necessary to use temporary blocking, flooring or lining, racks, stakes, standards, strapping, strips or similar bracing, dunnage or supports, not constituting a part of the truck, to protect and make freight secure for shipment, the weight of the material will, unless otherwise provided, be charged at the rate applicable on the freight which it accompanies and must be furnished and installed by the shipper at his expense.

(B) Where the carrier elects to furnish materials and/or labour as outlined in (A) of this Item, said materials and/or labour will be charged to the party responsible for the freight charges at the actual expense incurred by the carrier.

Nothing in this Item will compel the carrier to provide this service.



SECTION 1  
GENERAL RULES

ITEM 610

**SIGNATURE SECURITY SERVICE****(1) DEFINITION:**

A service designed to provide continuous responsibility for the custody of shipments in transit, so named because signature and tally record is required from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination.

Each person responsible for the shipment whereon this service is requested will sign a written record or receipt while such shipment is in possession of the carrier or his agent, and the carrier or his agent will secure signature for such written record or receipt from consignee or his agent.

**(2) ANNOTATION:**

(a) Shipper or his agent must place and sign the following annotation on the Bill of Lading:

SIGNATURE SECURITY SERVICE REQUESTED.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_

(b) In the event special circumstances require telephone notice to consignor, Bill of Lading will be annotated:

CALL CONSIGNOR (COMMERCIAL AREA CODE AND TELEPHONE NUMBER) COLLECT AT ANY TIME OF DAY FROM EACH POINT WHERE SIGNATURE AND TALLY SERVICE ARE TO BE PROVIDED.

**(3) FORM REQUIRED:**

Signature and Tally Records, or similar form, provided by the shipper, will be used to obtain the signature and tally record:

(a) When Signature Security Service is requested by the shipper and the signature and tally record is furnished, carrier or his agent will require each person responsible for the shipment such as the terminal manager, pick-up, delivery and road drivers, and dock foreman to personally sign the signature tally record and will secure signature in the space provided on the form from the consignee or his agent on delivery.

(b) The initial signature on the form should be the same as that on the carriers' agent on the Bill of Lading.

(c) In terminal areas, the vehicle containing the Signature Security Service shipment must be under the control of the last person signing form furnished by the shipper.

**(4) BASIS OF CHARGES:**

In addition to all rates or charges in tariffs made subject to this tariff for transportation, shipments on which "Signature Security Service" is provided at the shipper's request will be subject to a charge of **\$85.00** per shipment or per vehicle, if more than one vehicle is used to transport the shipment.

ITEM 620

**SINGLE SHIPMENT CHARGE**

1. Single shipments of less than 1,000 pounds picked up at one time and place, unaccompanied by any other shipments of any description from the same consignor, will be subject to a charge of **\$30.00** per shipment in addition to all other applicable charges.
2. The provisions of this item do not apply on shipments tendered at carrier's terminal by consignor or shipping agent or on shipments picked up at the same time and place with any other shipment of any description from the same consignor or shipping agent.

SECTION 1  
GENERAL RULES

**ITEM 640****SPECIAL EQUIPMENT**

Where a shipment requires utilization of a flat bed trailer or open top trailer with racks, ridge poles and tarpaulins removed, or where it is imperative because of the type of freight that a flat bed trailer be used to transport the merchandise, the truckload minimum weight shall be as provided but not less than 53,000 lbs. per vehicle. The minimum weight of 53,000 lbs. is subject to the over-dimension Item where applicable. No overflow will be allowed.

**ITEM 650****STOP-OFF IN TRANSIT**

Truckload shipments of freight may be stopped at points directly intermediate between origin and destination for completion of loading or for partial unloading, under the following conditions:

- (A) All freight charges must be paid in full at one time, by either the shipper or the consignee named in the Bill of Lading.
- (B) Only one Bill of Lading and one Shipping Order shall be issued for the entire shipment.
- (C) The Bill of Lading and Shipping Order shall show in the space provided therefore the name of only one consignee and one delivery address and only one shipper and one shipper's address.
- (D) The name of places or addresses (see Note B) at which vehicles are to be stopped for completion of loading or partial unloading shall be shown, either in the body of the Bill of Lading and Shipping Order, or in a separate paper which shall be attached to and considered a part of the shipping documents.
- (E) Except as otherwise provided, three stops shall be permitted (see Note A). A shipment stopped for partial loading may not also be stopped for partial unloading, and a shipment stopped for partial unloading may not also be stopped for partial loading.
- (F) The charge for each stop shall be **\$165.00** in addition to the rate provided in (G) (see Note A). One hour free time will be provided subject to normal detention charges thereafter.
- (G) Except as provided in (H), the rate from the original place of shipment to the place of final delivery will apply on the total weight of the shipment.
- (H) If the rate from any place where a stop is made for the completion of loading is higher than the rate from the original place of shipment, such higher rate will apply; or if the rate to any place where a stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rate will apply.
- (I) The stop-off services provided for in this Item will not apply in connection with shipments of:
  - (1) Freight moving on C.O.D. basis.
  - (2) Freight consigned to order, or to order notify, or otherwise so consigned to order, or to order notify, or otherwise so consigned as to require surrender of a Bill of Lading, written order or any other document in advance of delivery, except when the papers and documents are tendered to carrier at the time shipment is picked up.
  - (3) Fresh or salted meats.
  - (4) Any commodity moving under refrigeration.
- (J) Shipments stopped for partial unloading which require customs clearance at more than one point will be subject to a charge of **\$ 165.00** for each additional point at which clearance is performed, in addition to the charge in (F).
- (K) All stops for additional loading shall be performed by the carrier making the original pick-up. All stops for partial unloading shall be performed by the carrier making the final destination delivery.

(Item Continued)

SECTION 1  
GENERAL RULES

ITEM 650 - CONTINUED)

STOP-OFF IN TRANSIT

**Note A:** Three stops are permitted exclusive of the receipt of the original part of the shipment and the final delivery at destination. The word "stop" or "stops" as used herein means stopping for the purpose of completing the loading or for partial unloading, not including the receipt of the original part of the shipment nor the final delivery at destination.

**Note B:** A party tendering or receiving freight at such places or addresses shall not be deemed a consignor or consignee.

ITEM 660

STORAGE

Undelivered freight and freight awaiting transportation, held in or on the carrier's premises or truck by reason of an act or an omission of the consignor, consignee or owner and through no fault of the carrier, will be considered stored and subject to the following storage provisions:

**(1) COMPUTATION OF TIME:**

- (A) Storage charges on freight awaiting transportation will begin 24 hours after freight is received by carrier, or immediately after one attempted delivery.
- (B) Storage charges will end at 7:00 a.m. of the day which:  
The carrier receives instructions to deliver or transport the freight, unless such instructions specify delivery or transportation at a later date, in which case charges will end at 7:00 a.m. of the date specified.
- (C) The Carrier reserves the option, after written notice of its intention has been sent, to remove and to store in a public or licensed warehouse, freight on hand, after expiration of free time specified herein; such freight to be held there at the risk and expense of the owner and without liability to the Carrier, subject to a lien for all freight charges and all other lawful charges.
- (D) Saturdays, Sundays and Holidays will not be included in the computation of free time, but will be included in the assessment of charges.

**(2) CHARGES:**

Charges will be assessed as follows:

Shipments NOT requiring protective service

**\$3.00** per cwt; minimum charge of **\$35.00** and a maximum charge of **\$100.00** per day per shipment.

Shipments REQUIRING protective service

**\$6.50** per cwt; minimum charge of **\$90.00** and a maximum charge of **\$250.00** per day per shipment.

- A) Any fraction of a day will be counted as a day.
- B) Freight loaded on a truck, for detention of which a charge is being made, will not be considered as storage.
- C) Nothing in this Item will abridge the right of the carrier to handle and dispose of perishable freight as provided for in the Bill of Lading.
- D) Carrier's liability for goods stored under the provisions of this item shall be limited to 10 cents per pound or actual value if less than 10 cents per pound.

SECTION 1  
GENERAL RULES

**ITEM 670**

**TERMINAL AND WHARFAGE CHARGES**

When rates are used for Export or Import, shipments consigned to, or received from steamship lines, the following terminal charges are to be added to the rate at the billed weight:

When a rate with minimum under 10,000 lbs. is used, **\$3.00** per cwt must be added, with minimum of **\$55.00** (see Note A).

When a rate with minimum of 10,000 lbs. to 14,999 lbs. is used, **\$2.75** per cwt must be added.

When a rate with minimum of 15,000 lbs. to 19,999 lbs. is used, **\$2.15** per cwt must be added.

When a rate with minimum of 20,000 lbs. to 29,999 lbs. is used, **\$1.75** per cwt must be added.

When a rate with minimum of 30,000 lbs. to 39,999 lbs. is used, **\$1.40** per cwt must be added.

When a rate with minimum of 40,000 lbs. to 69,999 lbs. is used, **\$1.00** per cwt must be added.

When a rate with minimum of 70,000 lbs. or greater (loaded on a single trailer) is used, **\$0.90** per cwt must be added.

Pier Loading or Unloading Charges, Top Wharfage Charges or other supplementary charges will be in addition to the Terminal Charge.

**Note A:** LTL charges also apply on domestic shipments.

**ITEM 680**

**SPECIAL PICKUP OR DELIVERY EQUIPMENT (TRANSFER OF LADING)**

When, for any reason, a carrier is requested to render pickup or delivery service with equipment other than its normal pickup or delivery equipment or equipment used to transport shipments over the road, the charges in paragraph 2 will apply in addition to all other applicable charges. Unless the bill of lading is endorsed to show prepayment of these charges, they will be assessed to the party requesting the service.

The charge for each service referred to above, including the transfer for lading to or from the line haul vehicle, shall be at the rate of **\$90.00** per man-hour required to perform the service, subject to a minimum charge of **\$300.00**. Also, any and all expenses the carrier incurs for material and/or equipment, necessary to perform the service shall be assessed to the paying party.

**ITEM 690**

**VALUATION**  
**(Shipments from Canada)**

(A) All rates and charges are based on a liability not exceeding **\$2.00** per pound, unless a higher value is declared by the shipper.

(B) When the Bill of Lading indicates that the shipper requires the carrier to accept liabilities up to a stated declared value, an excess valuation charge of **3.0%** of the total declared value in excess of **\$2.00** per pound will be assessed, subject to a minimum charge of **\$7.50** per shipment.

(C) All valuation charges are payable by the party responsible for the freight charges.

(D) Additional charges received in connection with a declared value exceeding **\$4.41** per kg (**\$2.00** per pound) shall be divided between interline carriers on the same basis as the basic transport charges.

**Note A:** This item applies to shipments originating in Canada

QXTI TARIFF 100

SECTION 1  
GENERAL RULES

**ITEM 691**

**VALUATION**  
**(Shipments from U.S.A.)**

(A) Unless otherwise provided, articles in shipments from the USA destined to Canada will be considered to be released at the value per pound shown in Column B, relative to the corresponding class in Column A, subject to a maximum liability of \$100,000 per occurrence. The maximum value per pound will be arrived at by determining the actual class of the articles tendered, as published in NMFC 100 series or at an exception class, if applicable, whichever is less, and will apply to the weight of the lost or damaged articles. The maximum value allowed will be that which is shown in Column B opposite the Class indicated in Column A, as follows:

COLUMN A	COLUMN B	COLUMN A	COLUMN B	COLUMN A	COLUMN B
CLASS	MAXIMUM VALUE PER POUND	CLASS	MAXIMUM VALUE PER POUND	CLASS	MAXIMUM VALUE PER POUND
50	\$2.00	85	\$11.87	175	\$25.00
55	\$2.15	92.5	\$15.80	200	\$25.00
60	\$2.35	100	\$21.00	250	\$25.00
65	\$3.92	110	\$21.74	300	\$25.00
70	\$5.92	125	\$23.00	400	\$25.00
77.5	\$7.90	150	\$24.20	500	\$25.00

- (B) Maximum liability will be that for class 50 freight for shipments subject to Spot Quote pricing or if the shipper does not properly describe the freight on the bill of lading or uses a description of "Freight All Kinds" or "FAK".
- (C) When the Bill of Lading indicates that the shipper has declared a value in excess of the maximum provided in this item and carrier inadvertently accepts the shipment, carriers maximum liability will remain that as outlined in part A or B of this item. Any excess liability coverage is the responsibility of the Shipper through the Shipper's own insurer.

**ITEM 700**

**VEHICLES FURNISHED, BUT NOT USED**

When carrier, upon receipt of a request to pick-up a shipment, or to furnish a vehicle to pick-up a shipment, or for the exclusive use of a consignor, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier the vehicle is not used, a charge of **\$350.00** per day or fraction thereof, per vehicle, will be assessed against the consignor making such request.

**ITEM 710**

**WEIGHING AND REWEIGHING**

Carrier will, upon request of either consignor or consignee, weigh or re-weigh any shipment or vehicle. A charge of **\$30.00** will be made for each weighing or re-weighing, to be paid by the party requesting the service.

SECTION 1  
GENERAL RULES

**Item 715**

**WEIGHTS-GROSS WEIGHTS AND DUNNAGE**

- (A) Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used. A shipping carrier, container or package, or pallet, platform or skid constitutes part of the gross weight.
- (B) Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, shall be excluded from the gross weight.
- (C) Any temporary blocking, flooring or lining, racks, standards, strips, stakes, or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle, when required to protect or make shipments of 10,000 pounds or greater secure for transportation, must be furnished by the shipper, except that upon request of shipper such material will be furnished and installed by the carrier.
- (D) When materials are furnished by the carrier, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment. The labour charge for installation of shipper or carrier furnished material will be assessed as provided in carrier's tariffs.

**ITEM 720**

**INTEREST ON OVERDUE ACCOUNTS**

Transportation charges not paid within 30 days of date of invoice will be subject to the following conditions:

- (1) A service charge equal to 2% (24% per year) of the outstanding amount will be assessed subject to a minimum charge of **\$6.50** per bill of lading for each 30 day period or portion thereof that such amount is outstanding;
- (2) All charges accruing under this item are to be paid for by the party responsible for the payment of the transport charges.