MARITIME-ONTARIO FREIGHT LINES LIMITED
TARIFF 520 – CONDITIONS OF CARRIAGE

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In this Tariff, references to "Carrier" and "the Carrier" mean Maritime-Ontario Freight Lines Limited and all its operating divisions. Reference to "the Customer" means the party responsible in law for payment of all applicable charges. The rates, terms and conditions contained in this Tariff are subject to change without notice.

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. The Carrier 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 $11.01 per shipment.

(2) When the 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 will be assessed to the customer reflecting 6% of the amount advanced subject to a minimum charge of $30.00.

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

ITEM 110 – APPLICATION OF RATES

(A) Rates apply over the lanes of the Carrier to points which we are licensed to serve directly and to points beyond by connecting carriers. An originating carrier is responsible to transfer to a carrier who serves the final destination.

(B) When the Carrier establishes a local or joint through rate for application over any route from origin to destination, such rate is the one that must be applied by the Carrier over the authorized route, notwithstanding that it may be higher than existing combinations of rates over such route.

(C) Rates are not applicable for combination rate purposes when 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 invoice 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.

(F) Rates and ancillary charges in this Tariff, or quoted pursuant to this Tariff, do not include the Federal Goods and Services Tax (G.S.T.), Provincial taxes, or fuel surcharges.

(G) Freight received on two or more bills of lading will not be combined and will be rated as separate shipments at not less than the established charge for each shipment.

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. Except as provided in a Confidential Customer Rate Proposal, 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. Reference to the Customer in this Tariff means the party who is responsible for payment of all applicable charges.

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 the number of articles, packages or pieces.

Section 2:
The Carrier reserves the right to inspect shipments where necessary to determine proper ratings. When found to be incorrectly described, charges must be collected according to the 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 $30.00 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.

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 $6.00 per change.

ITEM 145 – BILLS OF LADING, STRAIGHT - CONTRACT TERMS AND CONDITIONS

Unless otherwise agreed 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 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 (FAK) rates are applicable, bulky articles will be subject to a minimum weight of 10 lbs. per cubic foot at the applicable FAK rate.
B. Individual pieces 8 feet or more in length will be subject to a minimum cube application of 48" in width and 102" in height.
C. Individual pieces or pallets 72" or more in height will be cubed to 102" high.
D. Individual pieces or Pallets that are greater than 54" with a Minimum length of 48" will be subject to a Minimum Width of 96".
E. When determining the cubic dimensions for shipments on which it is impractical to load other freight, the minimum height used shall be 102".
F. LONG FREIGHT HANDLING – shipments containing one or more articles that equal or exceed 8 feet in length will be subject to a charge of **$100** in addition to all other applicable charges.

ITEM 170 – CAPACITY LOAD OF FREIGHT

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.

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 Carrier if the Carrier handled the inbound movement. Charges will be assessed at applicable rates. If the 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, not as returns.

ITEM 190 – CARTAGE CHARGES

(A) When shipments transported are subject to cartage charges, the following rates per delivery will be assessed: $7.00 per cwt; $65.00 minimum charge; $375.00 maximum charge per shipment. Shipments shall also be subject to the accrued freight, storage and all other lawful charges. 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.

(B) Where more than one trailer is hauled by one power unit, rates are applicable from one shipper at one address to one consignee at one address. Where any trailer is required to be delivered to a different address at the same destination, an additional charge of $375.00 shall be assessed over and above the applicable rate.

(C) 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 OR INTENT TO CLAIM – effective September 1, 2026

The Carrier is not liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. The final statement of the claim must be filed within (9) months from the date of shipment together with a copy of the paid freight bill. The Carrier will not accept liability for claims less than $150.00 and will not accept account receivable set-offs or deductions related to cargo claims. Claiming amounts do not include the taxes on the cargo claim.

The Carrier shall not be responsible for the reimbursement of any freight charges for a replacement shipment moving with another Carrier or a shipment that was picked up at any Maritime-Ontario dock to deliver on behalf of the customer by any means of travel whether land, sea or air.

Maritime-Ontario Freight Lines Limited will not be liable for claims on concealed damage when the proof of delivery receipt is signed clear.

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.

The collecting carrier shall be the carrier to process all such claims with the exception of claims due to misrouting which should be filed directly with the responsible carrier, if known. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier. If the collecting carrier is unable to dispose

of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.

(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 Carrier, or; Service by the same interline carriers.

(C) Claims for overcharge shall be accompanied by sufficient information to allow the Carrier 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 invoice payment information;
- Other documents or data which is believed by the claimant to substantiate the basis for its claim.

The 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 subsection (D) of this Item, the failure to provide sufficient information and documentation to allow the 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.

(F) Claim due to error in classification: The 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: The claim shall be supported by necessary evidence on the basis of actual weight, estimated weight, or weight provided by applicable tariffs of classification, subject to the prescribed minimum. In case of a dispute regarding weight of shipment reweighed at destination, the weight ascertained and approved by the destination carrier shall govern. If a 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: The Carrier 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.

(J) When the claimant does not appear from the supporting documents to be an interested party, the 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 the claim.

(K) Minimum Amount: Overcharge claims must be in excess of $10.00 per bill of lading or $35.00 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 the limitations of subsection (B) above).

ITEM 210 – COLLECT ON DELIVERY SERVICE

The Carrier does not provide this service

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.

(C) The Customer acknowledges that the Carrier provides both transportation and / or warehousing services on behalf of the Customer from time to time. The Customer hereby acknowledges pursuant to this Tariff that the Carrier shall have a continuing possessory lien against the goods transported and/or stored herein for both transportation and storage charges incurred in the past and currently on behalf of the Customer and that these rights shall be extended to the Carrier in addition to any other rights which it may have pursuant to The Highway Traffic Act of Ontario, The Repair and Storage/Warehousing Liens Act of Ontario and the Regulations promulgated under each Statute, or similar legislation in other such other jurisdictions where applicable as the case may be.

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.

(2) Shipments subject to the provisions of this Item will be accepted only when the consignor has established credit with the Carrier and guarantees to pay all lawfully accrued charges if the third-party fails to do so within the time legally allowed. Shipments subject to the provisions of this Item must be billed as "PREPAID".

ITEM 250 – CUSTOMER PORTAL

Charge : $7.50 / Invoice

This charge will apply where the customer requires the carrier to input or update shipment/invoice details into a portal (either managed by the customer or a 3rd party)

ITEM 270 – COPIES OF DOCUMENTS

Access to proof of delivery and bill of lading copies are available on our website (www.m-o.com) at no charge. When requested by email or by phone, a charge of $50.00 per copy will apply.

PROOF OF DELIVERIES – DIRECT TO STORE - BACK DOOR RECEIPTS:

Direct store deliveries requiring consignee back door delivery receipts to be picked up by drivers of the Carrier will be entitled to free-time as detailed under Item 310 of this Tariff and are subject to a fee of $40.00 for each back door delivery receipt requested.

ITEM 275 – CREDIT TERMS

Our normal credit terms reflect a requirement for payment of invoices, net 30 days from day of pick up. We reserve the right to assess an additional charge for late payment, subject to interest calculated at 2% per month. If it becomes necessary for a third-party organization to assume responsibility for the collection of outstanding freight charges, then any special

rates will automatically be suspended. The organization so appointed will initiate collection proceedings based upon full Tariff rates, plus all expenses incurred in connection with this process.

ITEM 280 – DANGEROUS ARTICLES

A) Shipments of a highly perishable nature, explosives and/or other dangerous articles will not be accepted for transportation without special arrangements being made for their carriage with the Carrier prior to the goods being shipped. Contraband freight will not be accepted for transport.

B) The following charges will apply to dangerous articles:

$35.00 for shipments 1-9,999 lbs.
$150.00 for shipments 10,000 lbs. and over

ITEM 290 – DEFINITION OF SINGLE LESS-THAN-TRUCKLOAD SHIPMENTS

A shipment of freight is a lot 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, 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 – CARRIER ARRANGED OR PRE-BOOKED BY CUSTOMER

When a shipment is tendered which requires a specific appointed time of delivery, a request must be placed with the appropriate Carrier personnel to schedule the delivery time desired. The bill of lading or shipping order must also be tendered bearing a notation requesting the Carrier to perform the prearranged time of delivery. The Carrier will try not to miss appointments. However, the Carrier will not be liable for any costs or penalties resulting from late deliveries or missed appointments irrespective of the cause. The charge for appointment deliveries shall be $30.00 to be paid by the Customer, i.e. the shipper on prepaid shipments and consignee on collect shipments. Any shipment where the Carrier is required to make delivery 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.

ITEM 310 – DETENTION OF VEHICLES WITH OR WITHOUT POWER UNITS

Due to no disability, fault or negligence on the part of the Carrier when the loading/offloading of the freight is delayed beyond the free-time allowance, the following charges (after computation of allowed free-time) will be assessed to the Customer in addition to all other lawful charges:

With Power Unit:

A. General Freight - $37.50 per half hour or part thereof.
B. Refrigerated - $62.50 per half hour of part thereof.

Billed Weight	**Free-Time in Minutes**
1 – 2,999 lbs	20 minutes
3,000 – 9,999 lbs	30 minutes
10,000 – 19,999 lbs	60 minutes
20,000 – 29,999 lbs	90 minutes
30,000 lbs – and over	120 minutes
Truckloads - Live	120 minutes
Truckloads – Drop	30 minutes

Without Power Unit:

Detention without Power - Dry Freight

Per Day or part thereof after 48 hrs free time allowance
$110.00 per unit per day for first chargeable day
$200.00 per unit per day for each additional day

Detention without Power - Heated Freight

Per Day or part thereof after 24 hrs free time allowance
$160.00 per unit per day for first chargeable day
$300.00 per unit per day for the 2nd, 3rd, 4th chargeable day
$500.00 per unit per day for each additional day

Detention without Power - Refrigerated Freight

Per Day or part thereof after 24 hrs free time allowance
$180.00 per unit per day for first chargeable day
$300.00 per unit per day for the 2nd, 3rd, 4th chargeable day
$500.00 per unit per day for each additional day

ITEM 320 – DROP CHARGES

Dropping of Trailer for loading/unloading purposes will be charged at $250.00 per drop. This is applicable to the following terminal locations. Detention will apply after 24 hours.

Moncton, NB
Halifax, NS
Brampton, ON
Ottawa, ON
Montreal, QC
Winnipeg, MB
Regina, SK
Saskatoon, SK
Calgary, AB
Edmonton, AB
Vancouver, BC

ITEM 340 – EXCLUSIVE USE OF VEHICLE

Exclusive use of vehicle will be furnished on request of the shipper for the transportation of any quantity shipments in conventional equipment. 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 compiled shall be not less than 49,500 lbs. at the truckload rate. Charges as per the foregoing paragraph on "Exclusive Use of Equipment" will also be assessed when the shipper on its own accord places seals on the unit.

Note 1: This rule will not apply when the Carrier has made prior arrangements with the shipper for placement of seals.

ITEM 345 – EXTRA LABOUR

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 below. Time shall be computed from the time the man (or men) leave the Carrier terminal until he (or they) return to the Carrier terminal. This charge will be in addition to all other charges and will be assessed against the Customer. When requested by the consignor or consignee, extra labour will be furnished by the Carrier for the uncrating of shipments prior to delivery.

Monday to Friday = $50.00 Per Hour (minimum 4 hours)
After hours (between 6:00 PM and 8:00AM) = $70.00 Per Hour (minimum 4 hours)
Weekends & Holidays = $90.00 Per Hour (minimum 4 hours)

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.

HELPER / LUMPER / SWAMPER:

When a helper, lumper, or swamper are required to assist loading / unloading cargo at the shipper or consignee, the following charges per helper, lumper, or swamper will apply:

1	to	600 cases	$130.00
601	to	1200 cases	$140.00
1201	to	1800 cases	$165.00
1801	to	2400 cases	$200.00
2401	and over		$220.00

LOBLAW REGINA DELIVERY SURCHARGE – Effective 08.22.26

1	to	4,999 lbs.	$ 70.00
5,000	to	9,999 lbs.	$ 125.00
10,000	to	19,999 lbs.	$ 225.00
20,000 lbs.	and over		$ 350.00

Any additional charges invoiced to the Carrier on behalf of a shipper or consignee will be invoiced by the Carrier to the Customer.

ITEM 350 – FREIGHT LIABLE TO DAMAGE, OTHER FREIGHT, OR EQUIPMENT

The Carrier is not obligated to receive freight liable to impregnate or otherwise damage equipment or other freight. Such freight may be accepted and receipted "Subject to delay for suitable Equipment", or may, for lack of suitable equipment, be refused.

ITEM 355 – FUEL SURCHARGE, APPLICATION OF

Charges published for services that consume fuel will be subject to the applicable fuel surcharge posted by the Carrier on its website at www.m-o.com each Thursday for the upcoming week. Such services include but are not limited to:

- Distribution charges
- Protective service
- Hydraulic lift gates
- Local cartage delivery service
- Re-delivery
- Vehicle furnished but not used
- Stop-off
- Spotting of trailer / container

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 invoiced to the Customer. Nothing in this Item will compel the Carrier to provide this service.

ITEM 380 – IN BOND SHIPMENTS

When shipper/consignee requires the Carrier to pick-up documentation of any kind at a location other than the shipping point, or the consignee address noted on the bill of lading, a charge of $75.00 will apply providing the documentation is picked up within the city limits of where the shipper/consignee is located. Where an A8A form must be completed in order to have freight re-manifested to a different location other than where the In-bond notification is indicated a charge of $100.00 per A8A form shall apply. When shipments are required to be cleared by the Carrier before pick-up/delivery, a fee of 2 additional delivery charges will be applied. Collection of sufferance warehouse charges: $5.00 per cwt, minimum $45.00, maximum $135.00. Delivery charges to sufferance warehouse and any applicable sufferance storage charges will be in addition to the sufferance warehouse charges.

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) The Carrier shall not 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 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 to the Carrier, each fine, penalty and any associated out of pocket costs shall be added to other charges accruing herein.

ITEM 460 – MULTIPLE DELIVERIES OR PICK-UPS

Item 1: Per truckload (P.T.L.) shipments or Truckload shipments of 30,000 lbs. or more may be stopped at points of origin or destination or at the points between origin and destination for completion of loading or for partial unloading, under the following conditions:

(A) The name and address at which the vehicle is 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 on a separate paper which shall be attached to and considered a part of the shipping documents.

(B) Except as otherwise provided, a maximum three (3) stops shall be permitted. The charge for each stop shall be $150.00**,** plus the cost of any off-line return mileage will be invoiced at $2.25 per mile.

(C) Except as provided in Item 2 below, the rate from the original place of shipment to the place of final delivery will apply on the total weight of the shipment. The weight after completion of loading, if a stop for that purpose is made, or the weight before the stop is made for partial unloading, if a stop for that purpose is made.

Item 2: If the rate from any place where a stop is made for the completion of loading is higher then 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.

ITEM 470 – ONTARIO FOOD TERMINAL ENTRANCE FEES

The Customer will be liable for Entrance Fees for vehicles transporting merchandise to/from the Ontario Food Terminal, Toronto, ON.

ENTRANCE FEES ARE:

Tractor-trailer - $40.00
Straight truck - $26.00
Others (taxis, vans, etc.) - $10.50

ITEM 475 – CARBON SURCHARGE - LEVY

Any shipment moving to/from or though the provinces of BC & QC will be subject to a Carbon Surcharge.

ITEM 476 – NEWFOUNDLAND SURCHARGE (Environmental Emissions Surcharge)

Any shipment moving to/from or though the province of NL will be subject to a Newfoundland Surcharge. The Surcharge will be 2.10% of the freight charges and will appear as a separate line item on your invoice.

ITEM 480 – MARINE PROTECTION SURCHARGE

Any shipment originating or delivering within the province of Newfoundland & Labrador will be subject to the following Marine Protection Surcharge which will run from April 15th to November 15th.

Less Than Truck Load (LTL):	5.90% of freight charges
Truck Load (FTL):	$348.00 per unit

ITEM 485 – OWNER'S RISK

(A) Articles specified to be carried under Owner's Risk conditions, shall, unless otherwise required by the shipper, be carried at Owner's Risk as so specified.

(B) Where "Owner's Risk" conditions are specified for articles in less than truckload shipments, such conditions will also apply for the same articles in truckloads.

(C) 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 on the bill of lading.

(D) Owners risk applies to inadequately packaged goods. (see ITEM 495)

(E) All shipments of Live Plants tendered for transport are to move at Shipper's/Owner's Risk at the temperature noted on the Bill of Lading. Maritime-Ontario Freight Lines will not be liable for any exceptions to damage of any kind.

ITEM 490 – OVER-DIMENSION FREIGHT

Item 1: Standard Dimensions:

(a) 8 feet in height
(b) 8 feet in width
(c) 53 feet in length of trailer / container

1) Arrangements for transportation of over-dimension freight must be made with the Carrier before shipments or any portion thereof is tendered for transportation and may be subject to delay awaiting suitable equipment.

2) Such shipments as are accepted will be subject to Tariff rates plus 20% for each over-dimension movement.

3) If it is impractical to load other or additional freight on the same vehicle, such shipments as are accepted will be subject to (Item 160 - Bulky Articles, plus 20% surcharge.)

4) 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.

5) 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.

6) Special Overwidth, Overweight and Overlength 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 $50.00 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 $3.25 per mile for all miles traveled (portal to portal) such charges shall be in addition to all other applicable charges.

(C) When an escort service is necessary and supplied by the Carrier, such charges will be in addition to freight costs. Delays to the tractor-trailer during the trip, will be subject to charges shown in Item 310 – Detention of Vehicles.

(D) When special permits are required prior to or during the transportation of oversize and/or overweight shipments, the actual cost for securing this special permit (if not a blanket authority) plus any telephone or telegraphic expense or any additional costs incurred by the Carrier in securing and arranging for special permits, shall be added to the freight bill.

ITEM 495 – PACKAGING

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

ITEM 500 – RETURNED PALLETS

Maintenance and control of empty pallets is the responsibility of the shipper/consignee. A proper bill of lading, showing shipper and consignee, is to be made out for the proper return of pallets. The Carrier is not to be noted as either shipper or consignee on either the bill of lading or on the CPC Pallet Control Form. Used, empty pallets not accompanied by a bill of lading will not be accepted. It is the responsibility of the shipper/consignee to arrange for

the return of any type of pallet prior to commencement of shipping. Separate CPC forms must be completed by the shipper/consignee for each shipment or bill of lading tendered. All pallet returns will be subject to LTL rates.

CONDITIONS:

1. The Carrier will not be responsible for the repair of damaged pallets.
2. Unless other arrangements are made in writing, freight charges will be assessed against the payor of the inbound shipment.

Note 1: The term 'pallet' refers to flat lift truck pallets, platforms or skids.

ITEM 510 – PICK-UP AND DELIVERY SERVICE

Except as otherwise provided, rates in quotations governed by this Tariff include one pick-up, loading, one delivery and unloading or one tender for delivery of a shipment by the Carrier:

(A) 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 the Carrier to place its vehicle for loading.

(B) The Carrier will furnish only one man per vehicle for loading.

(C) Loading or unloading service does not include assembling, packaging, unpacking, dismantling or inspecting, sorting or segregating freight.

(D) 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, 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 its expense, and shall assume responsibility for safe loading or unloading.

(E) Where consignor's or consignee's shipping or receiving facilities are not reasonably level with floor level of the Carrier vehicle, or when on account of weight, dimensions, or physical characteristics of pieces or packages the shipment cannot be handled by one man, the consignor or consignee must furnish adequate means by which the freight can be moved onto or off the Carrier vehicle. In the absence thereof, rates in quotations governed by this Tariff will not include loading or unloading.

(F) When a shipment is tendered for delivery during normal business hours (i.e. from 7:00 a.m. to 6:00 p.m. Monday through Friday, except statutory holidays) and through no fault of

the Carrier such shipment cannot be delivered, provisions and charges published under Item 550 (3) – Redelivery Charges, will apply in addition to all other lawfully applicable charges.

(G) When requested by consignor or consignee, and the Carrier 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 $3.00 per cwt, $60.00 minimum charge; $150.00 maximum charge per shipment.

(H) If inside pick-up or delivery is requested to floors other than a ground floor, and such floors are inaccessible to trucks, (Malls, Office Towers or General Carry-ins) pick-up or delivery may be made subject to an additional charge for Direct Service Points of $3.00 per cwt; $60.00 minimum charge; $150.00 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 1 and 2).

If inside pick-up or delivery is requested to floors other than a ground floor, and such floors are inaccessible to trucks, (Malls, Office Towers or General Carry-ins) pick-up or delivery may be made subject to an additional charge for Non Direct Service Points of $3.50 per cwt; $70.00 minimum charge; $150.00 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 1 and 2).

Note 1: Nothing in this Item shall require carriers to perform this service.
Note 2: The party (consignor or consignee) requesting the service will be responsible for payment of the charge provided in this Item.
Note 3: Maritime – Ontario does not provide Inside Residential Deliveries

(I) When requested by the consignor or consignee, the Carrier may pick-up or deliver a shipment with a trailer equipped with a hydraulic tailgate for a charge for Direct Service Points of $3.00 per cwt; $60.00 minimum charge; $150.00 maximum charge per shipment, in addition to all other charges.

When requested by the consignor or consignee, the Carrier may pick-up or deliver a shipment with a trailer equipped with a hydraulic tailgate for a charge for Non Direct Service Points of $3.50 per cwt; $70.00 minimum charge; $150.00 maximum charge per shipment, in addition to all other charges.

(J) The charges provided in this Item are in addition to all other lawful charges, and unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service.

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:

SHIPPER TO LOAD:

(A) The vehicle must be loaded by the shipper.

(B) The complete loading service includes the loading of the freight into or on the Carrier 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 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.

CONSIGNEE TO UNLOAD:

(A) The vehicle must be unloaded by the consignee.

(B) 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 vehicle.

(C) The loading or unloading, as the case may be, of the freight, must be performed by the shipper or consignee at its expense, without any assistance from the Carrier. The Carrier employee and power unit is to be released while loading or unloading is performed. At the Carrier option, the Carrier employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading.

(D) 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.

(E) In the event the shipment is stopped-off for partial loading or unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements regarding loading or unloading, as the case may be.

(F) 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 a rate otherwise published will be assessed.

AFTER HOURS, WEEKEND, HOLIDAY, PICK-UP OR DELIVERY:

Business hours are Monday to Friday, 7:00 a.m. to 6:00 p.m. Exceptions are subject to the following charges: $75.00/hour with a minimum of 4hrs per pick-up / delivery. Weekend and or holidays will be $90.00/hour with a minimum 4 hours, per pick-up / delivery on addition to our regular rates.

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.

(1) CARRIER TERMINAL:

When consignor or consignee elects to pick-up or deliver its freight at or to the Carrier terminal in lieu of service by the Carrier, no allowance will be made.

(2) CONSTRUCTION SITES:

Shipments consigned to construction sites with charges "collect" will be assessed a collection charge of $3.00 per cwt; $60.00 minimum charge; $150.00 maximum charge per shipment.

(3) PRIVATE RESIDENCE:

When required, the Carrier will perform residential deliveries subject to the following charges for Direct Service Points; $3.00 cwt., minimum $60.00, maximum $150.00 per delivery**.**

When required, the Carrier will perform residential deliveries subject to the following charges for Non Direct Service Points; $3.50 cwt., minimum $70.00, maximum $150.00 per delivery**.**

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 a premises where commercial or business activity is conducted involving the sale of merchandise or services to the walk-in public during normal business hours.

Residential Delivery is specific to curbside only – No inside deliveries

Personal shipments will only be accepted on the following conditions:

(a) Will be moved at owner's risk for loss or damage.
(b) It will be the responsibility of the owner for packaging and/or crating.
(c) A minimum charge equal to the class 100 rate at a minimum weight of 500 lbs will be applied.

RURAL ROUTE DELIVERIES – Additional charges will apply. Rate will be determined by location.

(4) EXHIBITIONS. EXPOSITIONS, TRADE FAIRS:

When requested by the consignor or consignee, and the Carrier's operating conditions permit, shipments will be accepted for shipment from or to amusement parks, tradeshows, traveling shows, fairs, exhibitions or expositions. Such shipments will be subject to a charge of $3.00 per cwt; $75.00 minimum charge; $250.00 maximum charge per shipment. The charge provided herein will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of charges, it will be assessed against the Customer. Unless specifically noted on a quotation subject to this Tariff, rates, charges or discounts do not apply to trade show or exhibition shipments.

(5) DUNNAGE / DEBRIS REMOVAL:

Requests for removal of Dunnage or debris will be available from MO Direct Delivery points only. The charges will be as follows:

$15/CWT MIN $50.00 MAX $350.00

WAIVER OF DELIVERY RECEIPT:

When the 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.

(6) LIMITED ACCESS:

Refers to a delivery/pick up that access is restricted or impeded due to physical, regulatory or operational constraints and are difficult for trucks to reach. Locations that do not have clear and unfettered access that may require specific sized equipment from that which is used on the standard route. Also included are locations with security access constraints, gated communities, guarded areas (military bases and correctional facilities etc.). Shipments will be subject $3.00 cwt., minimum $60.00, maximum $150.00 per delivery.

ITEM 520 – PRECEDENCE OF RATINGS, RATES AND RULES

Shipments moving under joint through rates via lines of two or more carriers for account of which different ratings, rules, rates or provisions are applicable for joint hauls as provided herein, will be subject to the ratings, rules, rates or provisions which produce the highest total freight charges.

ITEM 530 – PROPERTY OF EXTRAORDINARY VALUE

The following property will not be accepted for shipment, nor accompanying other articles (Government shipments of mail, except when under special contract): bank bills, coins 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 the temperature of 32 degrees Fahrenheit (0 Celsius) shall be at Owner's Risk of freezing after the Carrier has provided normal heated service. Charges will be assessed on the total weight of the shipment.

SECTION 2: CHARGES:

HEATED SERVICE:

When requested, heated service (protection from freezing) will be provided subject to an additional charge of 27.50%, minimum $30.00, in addition to the base freight charges. This service is available on a seasonal basis from October 15th to April 15th.

REFRIGERATED SERVICE (FRESH AND FROZEN):

On request, refrigerated (fresh and frozen) service on a year-round basis will be provided. Please contact our Rates Department for a quote as service is not available for all destinations..

ITEM 550 – RECONSIGNMENT / DIVERSION / RE-DELIVERY / ATTEMPTED PICK-UP – FREIGHT NOT AVAILABLE

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.

(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 cannot be accepted.

(B) The Carrier will make diligent efforts 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.

(3) RE-DELIVERY CHARGES:

When a second delivery is required through no fault of the Carrier, a second delivery charge shall apply based on the billed weight.

i) Within designated local terminal service areas: $7.00 per cwt, $65.00 minimum charge; $275.00 maximum charge per shipment.

ii) Outside designated local terminal service areas: Subject to applicable charges from delivering terminal to the final destination.

(4) ATTEMPTED PICK-UP – FREIGHT NOT AVAILABLE:

When the Carrier has been requested/dispatched to do a pick-up for a predetermined weight, pallet count, specific time or pick-up window. Upon arrival at the requested location the freight is unavailable for pick-up and the Carrier will either be requested to come back or the pick-up has been cancelled, the following charges will be assessed.

0 – 9,999 lbs, Flat $65.00 plus fuel surcharge
10,000 lbs and over, Flat $150.00 plus fuel surcharge

ITEM 570 – REFUSED AND RETURNED FREIGHT

(A) When shipments of non-perishable freight are refused by the consignee, the Carrier or its agent shall notify the shipper, giving the reason for refusal. In addition, such shipments will be assessed storage charges in accordance with the provisions of Item 660.

(B) When shipments of non-perishable freight are not delivered due to cancellation or suspension of credit by the Carrier, not resolved within 48 hours of arrival at the destination terminal, they will be returned to the originating terminal and the outbound rate will be invoiced for the return movement. In addition, such shipments will be assessed storage charges in accordance with the provisions of Item 660.

(C) When perishable freight is refused or unclaimed by the consignee, the Carrier reserves the right to either notify the shipper by email or wire, at shipper's expense, or to sell to best advantage for the account of whom it may concern, or both.

(D) Shipments must be kept intact. If the consignee refuses any part of a shipment, the whole shipment will be considered refused and delivery withheld until authority is obtained from the 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 Carrier subject to it having handled the outbound movement, shall be rated as follows:

(1) If the entire shipment is refused at time of delivery the outbound rate will be invoiced for the return movement.

(2) If a part of the shipment is refused at time of delivery, the applicable rate for the weight returned will be applied.

(3) The cost of the returned shipment is not to exceed the cost of the outbound movement.

(4) Minimum charge is applicable.

ITEM 600 – 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 its 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 (the Customer) at the actual expense incurred by the Carrier. Nothing in this Item will compel the Carrier to provide this service.

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 its agent, and the Carrier or its agent will secure signature for such written record or receipt from consignee or its agent.

(2) ANNOTATION:

(A) Shipper or its 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 the consignor, the 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 forms, 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, the Carrier or its 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 the form furnished by the shipper.

(4) BASIS OF CHARGES:

In addition to all rates or charges in quotations 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 $31.62 per shipment or per vehicle, if more than one vehicle is used to transport the shipment.

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 on 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 $150.00 in addition to the rate provided in (G) (see Note A) plus the cost of any off-line return mileage will be invoiced at $2.25 per mile. One hour free-time will be provided; subject to normal detention charges thereafter (see Item 310).

(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 in this Item will not apply in connection with shipments of:

(1) Freight moving on a 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 the Carrier at the time shipment is picked up.

(3) Fresh or salted meats.

(4) Any commodity moving under protective service (heat) or refrigeration.

(J) Shipments stopped for partial unloading which require customs clearance at more than one point will be subject to a charge of $221.12 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.

OFF-LINE MILEAGE CHARGE:

In addition to the stop in transit fee of $150.00 each, a charge of $2.25 per return off-line mile will be assessed in addition to Carrier published rates.

ITEM 660 – STORAGE / WAREHOUSING

Undelivered freight and freight awaiting transportation, held in or at the Carrier premises or on trailers at the Carrier premises by reason of an act or an omission of the consignor, consignee or owner, including credit cancellations or suspensions by the Carrier, and through no fault of the Carrier, will be considered stored and subject to the following storage provisions and charges:

(1) COMPUTATION OF TIME:

(A) Storage charges on freight awaiting transportation will begin at 7:00 a.m. of the business day after freight is received by the Carrier.

(B) Undelivered freight will be allowed forty-eight (48) hours free-time, which time will be computed from 7:00 a.m. of the first business day after arrival at the destination terminal.

(C) Storage charges will end at 7:00 a.m. on 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. on the date specified. 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 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) PER DIEM CHARGES PER SHIPMENT:
Dry Freight
Minimum charge = $35.00
LTL @ $2.25 per cwt (based on chargeable weight)
Maximum = $180.00

Refridgerated/Frozen
Minimum charge = $95.00
LTL @ $4.50 per cwt (based on chargeable weight)
Maximum = $300.00

(A) Any fraction of a day will be counted as a day.

(B) Nothing in this Item will abridge the right of the Carrier to handle and dispose of perishable freight as provided for in this Tariff or the bill of lading.

(C) Carrier liability for goods stored under the provisions of this Item will be that of a warehouseman only as provided for in the bill of lading.

ITEM 690 – VALUATION

All rates and charges of the Carrier are subject to maximum Carrier liability not exceeding $2.00 per pound, unless a higher value is declared by the shipper on the Bill of Lading. In such circumstances, prior written arrangements must be made with the Carrier whereby the Carrier agrees to accept the shipment and the shipper agrees to pay the applicable tariff and taxes. The Carrier reserves the right to refuse to carry any excess value shipment. Subject to the foregoing conditions, when the Bill of Lading indicates the shipper requires the Carrier accept liability up to a stated declared value, an excess valuation charge of 3 percent of the total declared value in excess of $2.00 per pound will be invoiced. All valuation charges are payable by the Customer.

ITEM 710 – WEIGHING AND REWEIGHING

Weight/Cube: Shipping weight will be considered as the gross weight and will include the skid weight and any packaging weight. All shipments are subject to a re-weighing and measurement audit by the carrier and at the carrier's discretion. If the shipper's declared weight or declared cube is found to be understated, a surcharge may apply in addition to applicable rates based on the actual revised weight or the actual revised cube.

The Carrier shall not be required to handle on one vehicle weights in excess of legal load limits. Where no facilities are available to ascertain the correct weight of a shipment before travel on the public highways, the 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 the "shippers declared Maximum Weight" by an amount which results

in a fine or penalty to the Carrier each fine or penalty shall be added to other charges occurring herein. The Carrier will, upon request of either consignor or consignee, weigh or re-weigh any shipment or vehicle. A charge of $50.00 will be made for each weighing or re-weighing, to be paid by the party requesting the service. If due to an incorrect weight being shown on the bill of lading the Carrier is fined for overweight, the cost of such fine (fines) plus the additional freight charges and any other associated costs will be invoiced. If the shipper does not know the weight of the shipment, the bill should be marked "carrier please weigh". The cost of weighing a shipment under 10,000 lbs. will be invoiced at $20.00.

ITEM 720 – TERMINAL RULE FOR METROPOLITAN AREAS

Class, commodity, named account quotations and Customer Confidential Rate Quotations subject to this Tariff for shipments to destinations listed under each terminal rule, will be rated at the applicable rate as if to the main terminal location.

(A) Metro congestion fee of $25.00 shipment will apply to the following postal codes for Greater Toronto area and Greater Montreal area.

GTA: M2L, M3P, M3L, M4C, M4E, M4G, M4H, M4J, M4K, M4L, M4M, M4N, M4P, M4R, M4S, M4T, M4V, M4W, M4X, M4Y, M5A, M5B, M5E, M5G, M5J, M5M, M5N, M5P, M5R, M5S, M5T, M5V, M5A, M6B, M6C, M6E, M6G, M6H, M6J, M6K, M6L, M6M, M6N, M6P, M6R. M6S, M6X, M8X, M8Y, M9A, M9N

GMA: H2H, H2J, H2K, H2L, H2T ,H2V, H3A, H3B, H3C, H3G, H3H, H3J, H3K, H3T, H3V, H3W, H3Y, H3Z, H4C, H4E, H4G, H4Z, H5A, H5B

CENTRAL AND ATLANTIC CANADA:

TERMINAL RULE FOR TORONTO, ON

Agincourt	Mississauga
Bramalea	Mount Denis
Brampton	Burlington
Concord	Oakville
Downsview	Port Credit
Etobicoke	Rexdale
Islington	Richmond Hill
Leaside	Scarborough
Long Branch	Swansea
Malton	Thornhill

Maple
Markham
Milton
Mimico
Woodbridge
Unionville
West Hill
Weston
Willowdale

TERMINAL RULE FOR MONTREAL METROPOLITAN DISTRICT, QC

Abord-a-Plouffe
Adironack Junction
Ahuntsic
Anjou (Ville d')
Baie D'Urfe
Beaconsfield
Beaurepaire
Boisbriand
Bordeaux
Boucherville
Bout de L'ile
Brossard
Brosseau Station (now Brossard)
Candiac
Cap St Martin
Cartierville
Caughnawaga
Charlemange
Chomedy
Cote St Luc
Croydon
Delson
Dixie
Dollard des Ormeaux
Dorval
Duvernay
Fabreville
Greenfield Park
Ile Bigras
Ile Bizard
Jacques Cartier (Ville De)
Kahnawake
Montreal Est
Montreal Nord
Montreal Ouest
Mont Royal (Ville de)
Notre Dame due Sacre Coeur
Outremont
Pierrefonds
Pointe aux Trembles
Pointe Claire
Pointe St Charles
Pont Viau
Preville
Repentigny
Riviere des Prairies
Rosemere
Roxboro
Ste Anne de Bellevue
Ste Catharine (ville de)
St Constant
Ste Dorothee
St Elzear (de Laval)
Ste Genevieve (town)
St Francois des Sales
St Hubert
St Lambert
St Laurent
St Leonard (de Port Maurice)
St Martin
St Michel
St Pierre
Ste Rose

Kirkland
Lachine
La Salle (cite de)
Lefleche
Lakeside
La Prairie
Laval
Lemoyne (ville)
Longue Pointe
Longueuil
St Vincent de Paul
Saraguay
Senneville
Strathmore
Tetreaultville
Valois
Val Royal
Verdun
Vimont
Westmount

TERMINAL RULE FOR QUEBEC CITY, QC

Ancienne Lorette
Beauport
Bernieres
Cap Rouge
Charlesbourg
Charny
Courville
Duberger
Giffard
Lac Delage
Lac St Charles
Lauzon
Les Saules
Levis
Limoilou
Lorretteville
Montmorency
Orsainville
Pintendre
St Augustin de Portneuf
St Brigitte de Laval
St David de L'Auberiviere
St Dunstand du Lac Beauport
St Emile
St Etienne
St Gregoire De Montmorency
St Helene De Breakeyville
St Henri de Levis

TERMINAL RULE FOR QUEBEC CITY, QC CONT

St Jean Chrysostome
St Louis de Pintendre
St Redempteur
Ste Foy
Val Belair
Villeneuve
St Louis de Courville
St Nicholas
St Romuald d'Etchemin
Sillery
Vanier

TERMINAL RULE FOR BATHURST, NB

East Bathurst
Peters River
West Bathurst
Youghall
Youghall Beach

TERMINAL RULE FOR FREDERICTON, NB

Barkers Point	Lower St Mary's
C.F.B. Gagetown	Marysville
Devon	Maugerville
Douglas	Nashwaaksis
Geary	New Maryland
Lincoln	Oromocto

TERMINAL RULE FOR MONCTON, NB

Berry Mills	Lakeburn
Coverdale	Lewisville
Chartersville	Magnetic Hill
Dieppe	Pine Glen
Fox Creek	Riverview
Gunningsville	Riverview Heights
Humphrey	Scoudouc
Irishtown	

TERMINAL RULE FOR SAINT JOHN, NB

Acamac	Ketepec
Ben Lomond	Lakewood
Black River	Lancaster
Blair Siding	Lock Lomond
Brookville	Lorneville
Coldbrook	Martinon
Coleson Cove	Milledgeville

TERMINAL RULE FOR SAINT JOHN, NB CONT

East Riverside	Renforth
Fairvale	Rothesay
Glen Falls	Spruce Lake
Grand Bend	West Saint John
Grand Bay	Quispansis

TERMINAL RULE FOR HALIFAX / DARTMOUTH, NS

Armdale	Imperoyal	Spryfield
Bedford	Lakeside	Sunnyside
Burnside	Lakeview	Timberlea
Dartmouth	Lower Sackville	Tuft's Cove

Eastern Passage	Middle Sackville	Waverly
Elmsdale	Princess Lodge	Westphal
Fairview	Rockingham	Windsor Junction
Halifax	Shearwater	Woodside

TERMINAL RULE FOR TRURO, NS

Bible Hill	Lower Onslow
Brookfield	Murray Siding
Belmont	Onslow
Debert	Truro Heights Valley
Hillden	

TERMINAL RULE FOR SYDNEY, NS

Dominion	Point Edward
Glace Bay	Reserve Mines
Lingan	Sydney Mines
New Waterford	Sydney River
North Sydney	

TERMINAL RULE FOR CHARLOTTETOWN, PE

Bunbury	Parkdale
East Royalty	Sherwood
Hillsborough	Southport
Milton	West Royalty
North River	Winsloe

TERMINAL RULE FOR CORNERBROOK, NL

Curling
Humbermouth
Petries

TERMINAL RULE FOR GRAND FALLS, NL

Windsor

TERMINAL RULE FOR ST JOHN'S, NL

Donovans	Portugal Cove
Goulds	Pouch Cove
Kilbridge	Quidi Vidi
Logy Bay	St Phillips
Mount Pearl	Topsail
Paradise, A.P	Torbay

WESTERN CANADA:

TERMINAL RULE FOR WINNIPEG, MB

Assiniboia	River Heights
Charleswood	St. Boniface
Deacons Corner	St. James
East Kildonan	St. Vital
East St. Paul	Transcona
Elmwood	Tuxedo
Fort Garry	West Kildonan
Fort Whyte	West St. Paul
Kildonan	Weston
Kirkfield Park	Kirkfield Park
North Kildonan	Westwin
	Winnipeg

TERMINAL RULE FOR REGINA, SK

Floral
Great Plains Industrial Park
Regina

TERMINAL RULE FOR SASKATOON, SK

Saskatoon
Sutherland

TERMINAL RULE FOR CALGARY, AB

Bonavista	Killarney
Bowness	Martindale

Calgary	McKenzie
Camp Sarcee	Midnapore
Capitol Hill	Montgomery
Country Hills	Mount Royal
Crescent Heights	Ogden
Crowchild	Shawnessy
Elbow Park	Temple
Forest Lawn	Willowpark
Hillhurst	Woodlands

TERMINAL RULE FOR EDMONTON, AB

Acheson	Lancaster
Beverly	Lancaster Park
Clover Bar	Namao Airport
Edmonton	Nisku
Griesbach Barracks	Sherwood Park
Jasper Place	St. Albert
Lambton Park	Winterburn

TERMINAL RULE FOR VANCOUVER, BC

Abbotsford	Pitt Meadows
Annacis Island	Port Coquitlam
Burnaby	Port Kells
Cloverdale	Port Mann
Coquitlam	Port Moody
Delta	South Burnaby
Essondale	South Delta
Fort Langley	South Surrey
Horseshoe Bay	Surrey
Ladner	North Vancouver
Langley	Richmond
Maple Ridge	Vancouver
Newton	West Vancouver
New Westminster	Whalley
North Burnaby	White Rock
North Delta	

TERMINAL RULE FOR VICTORIA, BC

Belmont Park	Royal Oak
Brentwood Bay	Saanich
Colwood	Saanichton
Esquimalt	Sidney
Oak Bay	Swartz Bay
	Victoria

ITEM 730 – SHIPPERS LOAD AND COUNT

In cases when a trailer is loaded without Carrier personnel being present, the Customer assumes responsibility for damage and piece count of the cargo, except in the event of upset or collision. If the trailer is sealed by the shipper, the charges will be for a full load.

SHRINK-WRAPPED PALLETIZED FREIGHT:

Cargo moving shrink-wrapped on pallets will be deemed by the Carrier to be Shippers Load and Count (SLC). In such circumstances the Carrier will not be liable for piece counts for the shipment irrespective or whether or not a piece count was listed on the bill of lading.

ITEM 740 – SPRING WEIGHT RESTRICTIONS

Federal, Provincial and/or Municipal laws governing the minimum gross weight of truckloads.

(A) Truckload – Full use of trailer, subject to regular rate at minimum weight of 49,500 lbs.

(B) P.T.L. – Subject to regular Tariff full load rates or full load rates in applicable Customer Confidential Rate Quotations.

(C) Truckload during weight restrictions – Rate levels of 40,000 & 45,000 lbs. – Use 49,500 lb. rate with a minimum weight of 42,500 lbs.

Rate level of 40,000 – no 49,500 lb. rate – to be rated on 40,000 lbs. – Only loaded to maximum legal highway weight.

Rate level of 49,500 lbs. no 40,000 lbs. rate – Use 49,500 lbs. rate on a minimum weight of 40,000 lbs.