

**GWN TARIFF 100  
GENERAL RULES**

**RULES GWN TARIFF 100  
DOMESTIC CANADA - LTL  
EFFECTIVE DATE: JANUARY 1, 2018  
EXPIRY DATE: DECEMBER 31, 2018**

**ISSUED BY:**

**Gardewine Group Limited Partnership**

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# GWN TARIFF 100 GENERAL RULES

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# GWN TARIFF 100 GENERAL RULES

## ITEM 100 GENERAL - PAYMENT OF TARIFF CHARGES

Any and all charges assessed pursuant to this tariff shall be paid by the party paying the transportation charges (also referred to herein as “the Customer”) whether that party is the shipper, consignor, consignee, receiver or a third party and notwithstanding who requested or required the service. This item does not constitute an estoppel, waiver, or shall be interpreted in any way that would impede any right the carrier may have to collect or be reimbursed for transportation charges or charges pursuant to this tariff from the consignor, consignee or other parties except that the carrier is not entitled to be paid more than once for the same charge.

## ITEM 110 GENERAL - DEFINITION OF CARRIER

Accessorial charges herein apply when the service involved is performed by GARDEWINE GROUP LIMITED PARTNERSHIP including any and all subsidiaries, divisions, business units (hereinafter referred to as “the Carrier”). When the service is performed by a railroad, interline carrier, or other agent, the published charges of that carrier or agent will be assessed.

## ITEM 120 GENERAL - DEFINITION OF CONSIGNEE AND CONSIGNOR

“Consignor” as used in this tariff 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 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.

“Consignee” as used in this tariff 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 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 130 GENERAL - UNFORSEEN EXPENSES

This tariff covers common charges but is not intended to be comprehensive and the carrier is entitled to be compensated for any and all expenses, charges, fees, penalties, fines, tolls, public charges etc. incurred in the performance of a transportation service and for all other expenses required to secure, deliver or handle any shipment that is not covered specifically by this tariff. These charges will be assessed against and shall be paid by the Customer. The carrier may assess a service fee in addition to the expenses.

## ITEM 140 GENERAL - APPLICATION OF RATES

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

- (A) 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.
- (B) An LTL shipment is a shipment whose billed weight is less than that required to make the shipment subject to a truckload rate.
- (C) 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.
- (D) Unless specifically provided otherwise in a published tariff or quote, the carrier’s tariff rates shall apply.
- (E) Unless otherwise provided, charges shall be computed on the rateable weight or the rateable density of 14 pounds per cube foot unless a different rateable density is agreed in writing between the Carrier and the Customer. The rateable weight of a shipment shall include all packaging, materials, pallets, etc. required to transport the shipment.
- (F) Rates are not applicable for combination rate purposes where there are through rates published. When a local or joint through rate is established for application over any route from origin to destination, such rate is the one that will be applied, notwithstanding that it may be higher than existing combinations of rates over such route.
- (G) Except as otherwise provided, all rates and charges herein are expressed in Canadian Currency. Except as otherwise provided, payment of freight charges for intra Canada shipments will be in Canadian Currency.
- (H) All accessorial charges contained in this tariff apply in addition to the applicable freight charges for a shipment.
- (I) Rates are subject to all applicable taxes.

## ITEM 150 GENERAL - REASONABLE AND DILIGENT EFFORTS

The carrier shall make reasonable and diligent efforts to provide the services referred to in this tariff but this tariff shall not be construed so as to require or compel the carrier to perform such service at any cost, at any risk or in any event. Furthermore, charges must be either paid in advance or guaranteed to the satisfaction of the carrier before the service(s) will be performed.

## ITEM 160 GENERAL - MILEAGES

The calculation of mileages referred to herein shall be determined by the use of current official Provincial road map and mileages published by PC Miler.

## ITEM 170 GENERAL - CHARGES AND RIGHTS ARE CUMULATIVE

Charges under this tariff are cumulative and not exclusive will be assessed in addition to any and all other lawful and applicable charges and fees provided herein. All rights conferred upon the Carrier by this tariff, conditions of carriage and/or by law shall be cumulative and in addition to every other right or remedy available to the carrier.

## ITEM 180 GENERAL - RATE ESCALATION

Rate agreements, while subject to an annual review, will be increased annually by the greater of either the Gardewine Group General Tariff Increase or the Provincial Consumer Price Index (excluding energy) posted on the Government of Canada website at: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01g-eng.htm>

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## SUMMARY OF COMMON CHARGES (NOT COMPREHENSIVE)

Additional Labour / Swamper / Lumper - Per Man (Item 710, 745)	Weekdays	\$37.00 per hour - 4 hours minimum (\$148.00)
	Saturdays, Sundays, Holidays	\$55.00 per hour - 6 hours minimum (\$330.00)
After Hours (Item 500)	Pick Up or Delivery between 6:00 P.M. and 6:00 A.M.	\$100.00 per shipment
	Saturday / Sunday	\$250.00 per shipment
	Holidays	\$250.00 per shipment
Call Prior to Delivery (Item 560)		\$15.00 per shipment
Chain of Signature (Item 745)		\$20.00 per shipment
Cross Docking (Item 730)		\$10.00 per pallet up to \$250.00 per trailer (skidded) \$4.00 per CWT up to \$600.00 per trailer for loose freight
Dead Call / Attempted Pickup (Item 540)		\$25.00
Dangerous Goods - Shipper to Supply Placards (Item 810)		\$1.00 per CWT; minimum \$15.00 per shipment, maximum \$30.00 per shipment
Delivery by Appointment (Item 555)		\$30.00 per appointment
Detention Without Power Unit (Item 600)	Conventional Equipment	\$75.00 per day or part thereof
	Temperature Controlled Equipment	\$75.00 plus operating costs per day or part thereof
Detention with Power Unit (Item 610)	Free Time per shipment as follows:	
	0 - 1,999 lbs. - 15 minutes free	\$21.25 per Quarter Hour or part thereof after free time.
	2,000 - 9,999 lbs. - 30 minutes free	Note: congested DC charge of \$2.50 per CWT may apply in addition - minimum \$75.00 per shipment.
	10,000 - 19,999 lbs. - 1 hour free	
	20,000 - 29,999 lbs. - 1 hour, 30 minutes free	
	30,000 lbs. and over - 2 hours free	
Explosives (Item 815)		\$100.00 per shipment.
Excess Valuation (Item 800)		3% of the excess value - minimum \$10.00
Long Freight Handling - Items 10 Ft. or Longer (Item 750)		\$50.00 per shipment
Pick Up / Delivery Services (Item 500)	Hydraulic Tailgate	\$35.00
	Inside Pick-up or Delivery	\$35.00
	Small Vehicle Delivery - Straight Truck / Pup	\$55.00 per hour; minimum \$40.00
	Private Residences / Construction Sites / Shopping Mall	\$55.00
	Remote Location / Off Route / Rural Route	\$75.00 minimum, plus any additional incurred costs
Protective Service (Rule 735)	Heated Service	12% of freight charges, minimum \$15.00
	Refrigerated Service	20% of freight charges, minimum \$15.00
Refusal and Return of Shipment to Shipper / Other (LTL - Rule 545)		Original freight charges, in addition to all other charges.
Refusal and Re-Delivery to original Consignee (LTL - Rule 530)		Tariff rate from the servicing terminal, in addition to all other charges.
Re-Weigh Surcharge (Rule 765)		\$10.00 plus any additional applicable freight charges
Sortation / Handling of Product / Hand Bomb / Driver Assist (Rule 740)		\$4.00 CWT - minimum \$40.00
Storage - Undelivered Freight After 48 hours free time (Rule 755)		
	Shipments NOT requiring protective service	\$1.00 per CWT - minimum \$20.00 per shipment per day
	Shipments requiring protective service	\$1.65 per CWT - minimum \$45.00 per shipment per day

For complete information regarding Gardewine Group Limited Partnership Tariff Rules please see our website at [www.gardewine.com](http://www.gardewine.com)

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### ITEM 200 BILL OF LADING - GENERAL

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 Canadian uniform conditions of carriage are deemed to be included in every contract of carriage. The Bill of Lading **MUST** contain:

- (A) name of the consignor;
- (B) name and address of the consignee;
- (C) originating point of the shipment;
- (D) destination of the shipment;
- (E) date of the shipment;
- (F) name of the originating carrier;
- (G) names of connecting carriers, if applicable;
- (H) particulars of the goods comprising the shipment including commodities, pallet count, piece count and weights of each must be distinctly stated.
- (I) declared valuation of the shipment, if applicable;
- (J) whether the charges are prepaid or collect;
- (K) whether the C.O.D. fee is prepaid or collect;
- (L) the amount to be collected by the carrier on a C.O.D. shipment;
- (M) any special agreement between the consignor and carrier;
- (N) a statement to indicate that the uniform conditions of carriage apply;
- (O) an acknowledgment of receipt of the goods by the carrier or the intermediary indicating whether the goods were received in apparent good order and condition;
- (P) an undertaking by the carrier or the intermediary to carry the goods for delivery to the consignee or the person entitled to receive the goods;
- (Q) the signed acceptance by or on behalf of the originating carrier or intermediary and the consignor of the conditions contained, or deemed to be contained, in the contract of carriage;
- (R) a statement of the notice of claim requirements in the uniform conditions of carriage; and
- (S) if applicable, a statement, in conspicuous form, that the carrier's liability is other than \$2.00 per pound.

NOTE 1: Description of articles in shipping orders and Bills of Lading shall accurately describe the goods shipped including the accurate weight, pieces, pallets, packages, weight, dimensions etc. and any other information required to properly rate and invoice the shipment. The carrier reserves the right to inspect shipments where necessary to determine proper ratings. When found to be incorrectly described, charges will be collected according to proper description.

### ITEM 210 BILL OF LADING - CARRIER B.O.L. APPLIES

Unless otherwise agreed to in writing, the conditions of carriage 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 President or Vice-President are authorized to alter contract terms and conditions. NO other person(s) is (are) authorized whether representing that authority or not. 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 delivery details. 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 220 BILL OF LADING - CHANGE IN TERMS

An authorized change in the terms of the Bill of Lading (e.g. from prepaid to collect, re-consignment, bill to third party, etc.) will be subject to a charge of \$10.00.

### ITEM 300 COLLECTION OF CHARGES - PARTY PAYING TRANSPORTATION CHARGES

Unless otherwise agreed in writing:

- (A) Freight charges on a Bill of Lading marked "Prepaid" must be paid by the consignor or shipper.
- (B) Freight charges on a Bill of Lading marked "Collect" must be paid by the consignee or receiver.
- (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/receiver.
- (D) 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.
- (E) If freight charges are to be collected from a third party other than the consignor, shipper, consignee or receiver, 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 shall be responsible for the payment of all lawful charges accruing against the shipment in the event of non-payment by the third party.

### ITEM 310 COLLECTION OF CHARGES - THIRD PARTY BILLING

- (A) 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.
- (B) 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.
- (C) In the event that the paying party refuses or is unable to pay any amounts due, the carrier is entitled to payment from the consignor(s) or consignee(s), as the case may be, for all amounts due, including, but not limited to, all unpaid charges, fines, penalties, damages, attorney fees, or other costs which may be incurred by the carrier.

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- (D) In the event that the paying party is a load broker, the load broker shall hold in trust, for the benefit of the carrier, all the money the load broker receives from shipper(s), consignors and/or consignees in respect of the transportation and related services provided by the carrier. The load broker shall maintain these amounts in an account designated as a trust account in a bank, trust corporation or credit union, shall keep the money held separate from money that belongs to the load broker, deposit any money received in the trust account without delay after its receipt, and disburse the money to the carrier subject to the terms and conditions above.

NOTE 1: Shipments subject to the provisions of this Item must be billed as "PREPAID".

NOTE 2: 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 \$10.00 will be assessed for a new billing in addition to all other applicable charges. The additional charges will be assessed against the third party.

### ITEM 315 COLLECTION OF CHARGES - CASH COLLECT SHIPMENTS

All cash collect shipments will be subject to a surcharge of \$15.00 per shipment.

### ITEM 320 COLLECTION OF CHARGES - C.O.D. BILLING

Unless otherwise provided in this tariff, 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 pallet or shipping unit must be plainly marked, labeled, or tagged by consignor showing letters C.O.D., and the name and address of consignor and consignee.  
(C) C.O.D. pallet or shipping unit 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 shipment and the Bill of Lading 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:
- Cash;
  - Bank cashier's cheque;
  - Certified cheque;
  - Money Order;
  - 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 cheque 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:
- The request must be received by the delivering carrier in time to accomplish the change requested prior to effecting delivery of the shipment;
  - A charge of \$16.80 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 \$16.80 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 \$16.80 per shipment in addition to the REGULAR TRANSPORTATION CHARGE. This charge is to be collected and retained by the carrier.

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### ITEM 325 COLLECTION OF CHARGES - CHEQUE PICKUP

A \$25.00 charge will apply to pick up and return a cheque from the consignee to the shipper. Carrier shall not be liable for the amount of the cheque.

### ITEM 330 COLLECTION OF CHARGES - INTEREST ON OVERDUE ACCOUNTS

All transportation charges are net 30 days from date of invoice, including holidays, on approved credit. Transportation charges not paid within 30 days of date of invoice will be subject to the following conditions:

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

### ITEM 340 COLLECTION OF CHARGES - CARRIER LIEN

- (A) 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.
- (B) The carrier at its discretion may take possession of goods being shipped; as a specific lien, retaining possession of the shipment until payment has been made for such shipment; or as a general lien, retaining shipments in its possession until full payment of any customer debt, whether the debt was incurred with respect to those shipments or past shipments. After taking possession, the carrier will provide the customer fifteen (15) days notice of its intention to dispose of the merchandise unless payment is received in full. Proceeds from such disposal, will be applied toward satisfying the outstanding debt. In the event of a shortfall, the customer will be held liable for any remaining balance outstanding.

### ITEM 350 COLLECTION OF CHARGES - NO RIGHT OF SET OFF

The customer has no right of set-off or abatement of any sum due to the carrier for transportation services or charges pursuant this tariff claimed to be due to the customer for any reason including but not limited to overpayment, cube/weight disputes, shortages, damages or loss from a separate freight shipment or transportation service. The customer shall not deduct, short pay or otherwise holdback any amount due or past due to the carrier as a result of unrelated dispute(s) including rate or claim disputes.

### ITEM 360 COLLECTION OF CHARGES - APPLICATION OF FUEL SURCHARGE

All shipments are subject to the applicable fuel surcharge in effect on the date of the shipment. Charges published for services that consume fuel will be subject to the applicable fuel surcharge. Such services include but are not limited to:

- Detention with Power
- Protective Service
- Local Cartage/ Delivery Service
- Minimum Charge - Cubic Capacity and Density
- Over Dimension Freight
- Re-Delivery
- Vehicle Furnished but not used
- Extra pickups and stop offs
- Spotting of Trailer

All shipments shall be subject to the GARDEWINE Fuel Surcharge as calculated weekly. The fuel surcharge in effect on the date of pickup of the shipment shall apply.

### ITEM 400 CUBE RULES

- (A) Unless otherwise provided and agreed in writing, all shipments are subject to a minimum density of 14 Lbs. per cubic foot and will be rated pursuant to the prevailing tariff.
- (B) Shipments occupying 10 feet of trailer space or more, will be subject to a dimensional weight assessment equal to 1,000 lbs. for each linear foot utilized.
- (C) Shipments, which because of size, shape, nature of construction and/or other inherent characteristics, prevent the loading of freight above, beneath, and/or around, shall be assessed charges on the basis of cubing the shipment to the roof of the trailer (minimum 96") for space occupied at the applicable rate of charge.
- (D) The greater of actual, dimensional or linear weight shall apply for rating purposes.

### ITEM 500 PICK-UP AND DELIVERY SERVICE - GENERAL

Except as otherwise provided, rates governed by this tariff or by any quote or rate authority include one live pick-up and loading and one live delivery and unloading subject to the following provisions:

#### (A) LOADING AND UNLOADING:

##### (1) CARRIER LOADING:

- (a) 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.
- (b) Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the carrier's vehicle.
- (c) 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 710 (EXTRA LABOUR-LOADING).

##### (2) CARRIER UNLOADING:

- (a) 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.
- (b) Freight will be unloaded at a suitable delivery site immediately adjacent to the delivery vehicle.
- (c) 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 710 (EXTRA LABOUR-UNLOADING).

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## (3) RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER - DRIVER ASSISTANCE:

- (a) Loading or unloading service does not include hand bombing, assembling, packaging, unpacking, dismantling or inspecting, sorting or segregating freight.
- (b) 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, 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 his expense, and shall assume responsibility for safe loading or unloading.
- (c) 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. (d) In the event that the Consignor or Consignee requests and the Carrier agrees that the driver provide loading or unloading assistance beyond the provisions of this section then such assistance shall be assessed at prevailing accessorial charges.

## (4) 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. 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.
- (iii) The carrier shall note on bill of lading an indication that the contents of the vehicle were loaded and counted by the shipper and not checked or verified by the carrier, i.e. "shipper load and count".

### (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.
- 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.
- (vii) The carrier shall note on bill of lading an indication that the contents of the vehicle were unloaded and counted by the consignee and not checked or verified by the carrier, i.e. "receiver unload and count".

NOTE 1: 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 along with all other charges.

## (B) HOLIDAYS & WEEKENDS:

When a consignor or a consignee requires or requests pick-up, delivery, interchange or transfer of shipment between carriers during a holiday a charge of \$250.00 shall be assessed in addition to all other lawfully applicable rates and charges.

NOTE 1: In the application of this Item, the following days will be considered Holidays:

New Year's Day		
Good Friday	Canada Day	Christmas Day
Victoria Day	Civic Holiday	Boxing Day
St. Jean Baptiste (in Quebec)	Labour Day	
Family Day/Louis Riel Day (where applicable)	Thanksgiving Day	

NOTE 2: 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.

## (C) AFTER HOURS DELIVERIES

Any shipment where the carrier is required to pickup or deliver after normal business hours (0600 am to 0600 pm) will be subject to a charge of \$100.00.

## (D) SPECIAL DELIVERY 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 unless previously agreed to in writing by the carrier.
- (2) CONSTRUCTION SITES: 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 \$55.00 per shipment.



## GWN TARIFF 100 GENERAL RULES

### (3) PRIVATE RESIDENCE:

(a) Each pick-up or delivery at a Private Residence will be subject to a charge of \$55.00 per shipment.

(b) 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.

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

(a) When requested by consignor or consignee, and 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 surcharge of \$0.85 per 100 pounds, subject to a minimum charge of \$85.00 per shipment.

### (5) SECOND FLOOR DELIVERIES:

An inside delivery/pick up to any floor other than the main floor will be charged an additional \$45.00.

### (6) SCHOOLS:

When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of a shipment from or to schools. Such shipments will be subject to a charge of \$40.00 per shipment.

### (7) SHOPPING MALLS:

When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of a shipment from or to shopping malls. Such shipments will be subject to a charge of \$40.00 per shipment.

### (8) MILITARY BASES:

When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of a shipment from or to shopping mall. Such shipments will be subject to a charge of \$40.00 per shipment.

### (9) REMOTE AND RESTRICTED LOCATIONS:

Shipments to remote rural locations which are more than 10 miles from the closest Carrier Terminal shall be subject to a minimum surcharge of \$ 75.00 per shipment plus any other charges incurred by the carrier in order to effect the delivery including tolls, ferry charges or interline or third party charges.

### (10) NON-DIRECT SERVICE:

Shipments to Non-Direct service points will move prepaid to the nearest Carrier Terminal, collect beyond.

Shipments to Non-Direct through rated points shall be subject to connecting carrier increases.

### (E) INSIDE DELIVERY:

When Consignor/Consignee requests and Carrier's operating conditions permit, Carrier may move all or part of shipments from or to positions beyond the point directly accessible or immediately adjacent to the trailer or vehicle subject to a charge of \$ 35.00 per shipment in addition to all other charges.

NOTE 1: Nothing in this rule shall require a carrier to deliver freight to inside areas should Carrier personnel determine it is not safe to do so.

### (F) TAILGATE PICK UP OR DELIVERY:

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 vehicle equipped with a hydraulic tailgate at a charge of \$35.00, in addition to all other charges.

When tailgate service is required to facilitate pickup or delivery due to size, weight, or configuration and no dock is available for loading or unloading, the provisions and charges in this item will apply and be assessed according to the terms of payment unless otherwise noted on the original bill of lading, in addition to all other charges.

The carrier will not contact the responsible pay party for authorization to provide this service when required, it will automatically be provided and charged per the rule outlined above.

When tailgate is requested on the original bill of lading, the fee will follow the freight terms unless otherwise noted. When tailgate service is required but not already indicated on the delivery receipt, the driver will either mark the appropriate checkbox at the bottom of the delivery receipt or notate the delivery receipt as evidence of service performed.

If a request for service is present on the delivery receipt but service is not performed, the driver will mark out the request.

At the option of the carrier, equipment used to provide tailgate service may be rented or outsourced.

### (G) STRAIGHT TRUCK, VAN, PUP:

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 van or trailer less than 53' in length at a charge of \$55.00 per hour, subject to a minimum charge of \$40.00, in addition to all other charges.

# GWN TARIFF 100 GENERAL RULES

## (H) 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.

## ITEM 505 PICK-UP AND DELIVERY SERVICE - RECONSIGNMENT

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

### (A) DEFINITIONS OF RECONSIGNMENT: For the purpose of this Item, the term "reconsignment" will be considered to mean: (1)

- A change in the name of the consignor or consignee.
- (2) A change in the address of delivery within the original destination point.
- (3) A change in the destination point.
- (4) Cancellation of shipment after commencement of loading.

### (B) CONDITIONS:

- (1) 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.
- (2) Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is not effected.
- (3) 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.
- (4) Only entire shipments, not portions of shipments may be reconsigned.
- (5) 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.
- (6) Instructions for reconsignment of C.O.D. shipments will be accepted only from the consignor.
- (7) 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. Charges for this service will apply as per Rule 560.

### (C) CHARGES: RECONSIGNMENT AS DEFINED IN PARAGRAPH A WILL BE SUBJECT TO THE FOLLOWING:

(1) BEFORE DISPATCH FOR DELIVERY	RATES & CHARGES
Changes to name of consignee	Original rate plus \$18.00
Change in address within same city	Original rate plus \$18.00
Change in address and city	New rate if applicable plus \$18.00
Cancellation of delivery after loading before unloading	Original rate, refused/return freight charges from terminal and \$18.00
(2) AFTER DISPATCH FOR DELIVERY	RATES & CHARGES
Changes to name of consignee	Original rate plus \$18.00
Change in address within same city	Original rate plus \$18.00
Change in address and city	Original rate, tariff rate between original destination and reconsigned destination plus \$18.00
Cancellation of delivery after loading before unloading	Original rate, refused/return freight charges from original destination plus \$18.00

## ITEM 510 PICK-UP AND DELIVERY SERVICE - DIVERSION

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

### (A) DEFINITIONS OF DIVERSION: For the purpose of this Item, the term "diversion" will be considered to mean an interim stop for a shipment prior to final delivery of the shipment as a result of a demand by governmental and/or regulatory authority.

### (B) CONDITIONS:

- (1) the carrier must be satisfied that the party making the request for diversion has the authority to do so.
- (2) Carrier will make diligent effort to execute a request for the diversion but will not be responsible if such service is not affected.
- (3) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before diversion will be made.
- (4) Only entire shipments, not portions of shipments may be diverted.

### (C) CHARGES: DIVERSIONS AS DEFINED IN PARAGRAPH A WILL BE SUBJECT TO THE FOLLOWING:

- Diversion fee of \$55.00
- Within origin or destination point subject to an additional charge of \$150.00 per shipment
- Mileage charges per round trip mile if applicable
- Stop or drop fees as applicable
- Detention as applicable
- Driver Wait time as applicable
- Extra labour as applicable
- Charges, fees, fines etc. plus \$25.00 per occurrence

## ITEM 515 PICK-UP AND DELIVERY SERVICE - DIMENSIONAL FREIGHT

Products such as pipe, lumber, metal sheets etc. shall move via the Deck division, subject to a 1000 lbs. minimum charge. Applies to freight not compatible with general van LTL shipments / deliveries.

# GWN TARIFF 100 GENERAL RULES

## ITEM 525 PICK-UP AND DELIVERY SERVICE - EXCLUSIVE USE OF VEHICLE & EXPEDITED SERVICE

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

- Applicable full load rates
- Extra pickup or drop fees as applicable
- Detention and/or driver wait time as applicable
- Mileage as applicable

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 530 PICK-UP AND DELIVERY SERVICE - REFUSED AND RE-DELIVERY OF FREIGHT

When a shipment is tendered for delivery during normal business hours (i.e. from 6:00 a.m. to 6:00 p.m. on Monday through Friday, except on legal holidays) and through no fault of the carrier such shipment cannot be delivered, redelivery charges, at tariff rate from the servicing terminal, will apply in addition to all other lawfully applicable charges.

## ITEM 535 PICK-UP AND DELIVERY SERVICE - DUNNAGE RETURN

Rates provided in a quote, tariff or any other rate authority, do not include dunnage return. Charges for dunnage return will be assessed at applicable rates.

## ITEM 540 PICK-UP SERVICE - VEHICLES FURNISHED, BUT NOT USED

When the 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 \$ 25.00, in addition to all other applicable charges shall apply.

## ITEM 545 PICK-UP AND DELIVERY SERVICE - REFUSED AND RETURNED FREIGHT

- (A) When shipments are refused by consignee, carrier's agent shall promptly notify shipper, giving reason for refusal. Such freight will be handled in accordance with this item and shall be subject to storage charges if applicable.
- (B) 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.
- (C) Refused shipments shall be:
- Returned to the place of original pick-up, or;
  - Relinquished at carrier's terminal to consignor or to consignor's representative; or
  - Delivered to such location as may be agreed between the shipper and carrier.
- (D) Unless otherwise agreed an additional charge equal to the original freight charges will apply, in addition to all other charges.

## ITEM 555 PICK-UP AND DELIVERY SERVICE - DELIVERY BY APPOINTMENT

Any LTL shipment where the carrier is required to make delivery at a specified time and date shall be considered an appointment and subject to a \$30.00 surcharge.

This charge applies when a shipment requires:

- a) a specific appointment time of delivery;
- b) notification of a shipment's availability to deliver;
- c) delivery during a specified range of time that does not allow the delivery to occur with regular operating procedures.

The bill of lading or any shipping document must have a notation requesting an appointment, the prearranged time of delivery or specified range of time and a valid contact telephone number. The charge also applies if requested by the consignee. Gardewine will perform the delivery on a best efforts basis and will not be liable for any consequential damages, costs, and/or fines as a result of shipment delay.

NOTE: In addition to the charge in this item, a shipment may be subject to the applicable charge for storage when the appointment time exceeds 24 hours after the initial telephone call is made.

## ITEM 560 PICK-UP AND DELIVERY SERVICE - CALL PRIOR TO DELIVERY

A charge of \$15.00 will apply. This charge will be applied when the bill of lading or any shipping order is tendered containing any request that Gardewine notify the consignee prior to delivery by any means whatsoever. The charge also applies in cases where the consignee makes the request for notification. Any requests resulting in an "Appointment Delivery" being made will be subject only to "Appointment Delivery" charges as noted above.

## ITEM 600 DETENTION - VEHICLE WITHOUT POWER

When the carrier spots empty or loaded vehicles, without power units, at consignor's or consignee's premises for loading or unloading, charges will be assessed as follows:

# GWN TARIFF 100 GENERAL RULES

(A) Free Time:

(1) Vehicles without power units will be allowed 24 hours free time for loading, unloading or customs clearance for each vehicle placed.

(B) Charges:

(1) Spot (Drop) charge;

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

- Conventional Equipment - \$75.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays).
- Temperature Controlled Equipment - \$75.00 per vehicle per 24 hour period or fraction thereof (including Saturdays, Sundays and Holidays) plus operating costs.

## ITEM 610 DETENTION - DRIVER WAIT

When vehicles with power are delayed or detained at the places of pick-up or delivery when such delay or detention is attributable to consignor, consignee, or others designated by them, charges will be assessed as follows:

(A) 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 \$21.25 per quarter hour or part thereof will be assessed 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.

(B) Free Time shall be as follows:

<u>Billable Weight in Pounds</u>	<u>Free Time</u>
0 - 1999 Lbs.	15 min free
2000 - 9999 Lbs.	30 min free
10000 - 19999 Lbs.	1 hr free
20000 - 29999 Lbs.	1 hr, 30 min free
30000 Lbs. and over	2 hrs free

(C) Computation of Time: 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 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. The combined weight of multiple shipments will be used to determine free time.

NOTE 1: 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. 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.

NOTE 2: 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.

NOTE 3: 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.

NOTE 4: Nothing in this rule shall require a carrier to pick-up or deliver freight at hours other than such carrier's normal business hours.

NOTE 5: CONGESTED DISTRIBUTION CENTERS - Pickups or deliveries to congested distribution centers shall be \$2.50 per cwt subject to a \$75 minimum in addition to driver wait charges. Congested DC's are defined as any DC where driver delays are in excess of 30 minutes between driver arrival at the facility or the lineup thereto and the actual commencement of unloading.

## ITEM 700 VALUE ADD - HEAVY LIFT CHARGES

Where mechanical equipment (excluding hydraulic tailgate as outlined in item 500F) 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 customer plus labour at the rate of \$35.00 per man-hour required to perform the service, subject to a minimum of 4 hours.

## ITEM 705 VALUE ADD - BONDED SHIPMENTS

For Bonded freight there will be a surcharge of 2.05 cwt. with a minimum of \$35.00.

## GWN TARIFF 100 GENERAL RULES

### ITEM 710 VALUE ADD - LOADING OR UNLOADING - 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) leaves carrier's terminal until he (or they) returns to carrier's terminal.

#### CHARGES:

- Weekday hours (6:00 AM to 5:59 PM) - \$37 per man per hour or fraction thereof - min 4 hours
- After hours, weekends and holidays - \$55 per man per hour or fraction thereof - min 6 hours

### ITEM 725 VALUE ADD - 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 \$37.00 per man per hour or fraction thereof, minimum charge 4 hours. 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.

### ITEM 730 VALUE ADD - CROSS DOCK FEES

The carrier, at the specific request of the customer, may at the carrier's warehouse unload freight from one trailer or container and reload the freight into another container or trailer. The charge for this service is \$10.00 per pallet to a maximum of \$250.00 per trailer/container for general skidded freight and \$4.00 per CWT up to a maximum of \$600 per trailer/container for floor loaded freight.

### ITEM 735 VALUE ADD - PROTECTIVE SERVICE

The carrier will not be obligated to supply protective service on shipments requiring temperature protection 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. When the Bill of Lading is not endorsed, the carrier will not be responsible for damage or deterioration due to heat or cold. When the Bill of Lading is endorsed in accordance with the above, the carrier will provide protection against heat at the rates and charges below or in accordance with a published charge:

- LTL - Heated Service will be assessed at 12% of the freight charges, with a minimum charge of \$15.00 for each delivery.
- LTL - Refrigerated Service will be assessed at 20% of the freight charges, with a minimum charge of \$15.00 for each delivery.

NOTE 1: 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.

### ITEM 740 VALUE ADD - SORTING or SEGREGATING FREIGHT

- (A) LTL or TL shipments of any weight when tendered in segregated lots according to marks, brands, sizes, flavors, SKUs 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 will be \$4.00 per CWT; Minimum \$40.00 per shipment

### ITEM 745 VALUE ADD - 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) The charge for the service referred to above shall be at the rate of \$37.00 per man-hour required to perform the service, subject to a minimum of 4 hours. 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 745 VALUE ADD - CHAIN OF SIGNATURE

Shipments requiring chain of signature paperwork will be charged an additional \$20.00.

### ITEM 750 VALUE ADD - LONG FREIGHT HANDLING

Shipments containing articles that equal or exceed 10 feet in length will be subject to a charge of \$50.00 in addition to all other applicable charges.

### ITEM 755 VALUE ADD - 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:

#### (A) Free Time:

(1) Storage charges on freight awaiting transportation will begin 24 hours after freight is received by carrier, or immediately after one attempted delivery.

#### (B) CHARGES: Charges will be assessed as follows:

- Shipments NOT requiring protective service \$1.00 cwt; minimum charge \$20.00 per day.
- Shipments REQUIRING protective service (where available) \$1.65 cwt; minimum charge \$45.00 per day

## GWN TARIFF 100 GENERAL RULES

NOTE 1: Any fraction of a day will be counted as a day.

NOTE 2: Nothing in this Item will abridge the right of the carrier to handle and dispose of perishable freight.

NOTE 3: Carrier's liability for goods stored under the provisions of this item for more than 2 days shall be limited to the lesser of \$0.50 cwt or actual value.

### ITEM 760 VALUE ADD - 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 below shall apply in addition to all other applicable charges.

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 \$35.00 per man-hour required to perform the service, subject to a minimum of 4 hours. 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 765 VALUE ADD - WEIGHING AND REWEIGHING

If weight on Bill of Lading does not match the scaled weight a \$10.00 scale fee plus the charge for the additional weight will apply.

For shipments subject to reweighing, the product, container, packaging, pallet and any other item attached to or part of the shipment will be included in the reweighed weight.

The carrier will, upon request of either consignor or consignee, weigh or re-weigh any shipment. A charge of \$25.00 will be made for each weighing or re-weighing, to be paid by the party requesting the service. In the event that the carrier re-weighs any shipment that discloses a weight that is in excess of the weight on the Bill of Lading the applicable freight charges for the additional weight will apply in addition to the \$25.00 fee.

NOTE 1: Bills of Lading tendered to carrier without a weight shall be considered as a request for the carrier to weigh the shipment and will be subject to the noted charges.

### ITEM 770 VALUE ADD - PALLET RETURNS (EXCLUDING C.P.C. OR CHEP PALLETS)

Pallet returns will be charged at \$2.00 per pallet with a minimum of \$28.00. Return of empty pallets must coincide with a pick up or delivery. If a separate pick or delivery is requested for the return of pallets, it will be charged at full tariff.

### ITEM 780 VALUE ADD - C.P.C. OR CHEP PALLET RETURNS

The Carrier will accept shipments on CPC or CHEP pallets but shall not be responsible for the return of same or be responsible for any cost associated with the return or non-return to the shipper.

At Shipper's request CPC or CHEP skids will be returned to the Shipper subject to the following charges and provisions:

- A bill of lading must be prepared for such return of CPC or CHEP skids.
- The return will be subject to applicable charges based on applicable rates in effect subject to a weight per CPC or CHEP skid of 67 pounds each.

### ITEM 800 LIABILITY AND RISK - EXCESS VALUATION

(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) If the carrier accepts liabilities up to a stated declared value, an excess valuation charge of 3% of the total declared value in excess of \$2.00 per pound will be assessed, subject to a minimum charge of \$10.00 per shipment. (C)

All valuation charges are payable by the customer.

### ITEM 805 LIABILITY AND RISK - CLAIMS FOR SHORTAGES AND DAMAGES

(A) The consignee must note any apparent damages or shortages to the shipment on the delivery receipt AT THE TIME OF DELIVERY. The shipper or consignee must immediately report the potential damage, loss or shortage to the carrier via email or by fax with digital photographs.

(B) In the case of damage, the carrier may exercise the right to arrange for a cargo damage inspection and take photographs. In the meantime, the consignee must not unpack, disturb or discard any of the packaging or product. The carrier may waive this requirement if digital photographs are provided.

(C) A claim for shortages and/or damages shall not be paid unless a notice of intent to claim is received in writing by the carrier within 60 days from date of delivery. Claims shall be accompanied by sufficient information to allow the carrier(s) 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. The following information is the minimum required on the Notice of Intent:

1. Shipper and Consignor
2. Origin and Destination
3. Shipping date
4. Shipment detail
5. Description of shortage or damages
6. Approximate value of claim
7. Purported cause of the damage if applicable
8. Current location of the damaged merchandise if applicable

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- (D) The final details of the claim must be submitted within 9 months of the date of the shipment along with a copy of the paid freight bill. The following documentation is required at a minimum:
1. Paid freight invoice
  2. Final Claim amount
  3. Original Bill of Lading
  4. Packing Slips
  5. Delivery Receipt
  6. Suppliers Invoice showing value of goods
- (E) The carrier will process the final claim and inform the claimant of the decision in writing. In the event that the carrier is liable, the customer must sign a final release which will include the granting of a right to the proceeds of salvage (if applicable) to the carrier. In the event that the product has been disposed of without agreement, the carrier may deduct a salvage value from the claim amount. Once the final release has been received by the carrier a cheque will be couriered to the claimant.

NOTE 1: Claims must be in excess of \$50.00 per claim for damage or shortage.

NOTE 2: Unless otherwise agree, all shipments tendered to Carrier will be subject to a maximum liability not exceeding \$2.00 per pound.

### ITEM 810 LIABILITY AND RISK - DANGEROUS GOODS

There will be a \$1.00 per CWT surcharge for dangerous goods shipments with a minimum of \$15.00 and maximum of \$30.00 per shipment.

### ITEM 815 LIABILITY AND RISK - EXPLOSIVES

There will be a surcharge of \$100.00 for explosive (Class 1) shipments. Dangerous Goods surcharge will not apply.

### ITEM 820 LIABILITY AND RISK - IMPRACTICAL OPERATION - ROAD OR ROUTE CLOSURES - DETOURS - ROAD RESTRICTIONS

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.

All rates are quoted assuming normal road operating conditions. Carrier reserves the right to increase rates or cancel service if weather, road conditions or any government authority restricts or impede the operation of equipment on the road network.

Carrier shall not be responsible for fines, penalties, air freight expenses or any other extraordinary costs that may have to be incurred by any party should Carrier be prevented from performing the intended service due to poor weather or road conditions / restrictions.

### ITEM 825 LIABILITY AND RISK - LOAD LIMITS

- (A) 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 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.

### ITEM 830 LIABILITY AND RISK - PROPERTY OF EXTRAORDINARY VALUE

The following property will be shipped at owners risk unless otherwise agreed in writing:

1. Personal effects;
2. Bank Bills, Coin or Currency;
3. Cigarettes or alcohol;
4. Electronic equipment such as computers, printers, photocopiers, monitors, televisions, video game consoles, home theatre equipment etc.
5. Artwork such as paintings, drawings, vases, tapestries, prints, fine art, statuary, sculpture, collectors' items, customized or personalized musical instruments;
6. Film, photographic images, including photographic negatives, photographic chromes, photographic slides;
7. Furniture or appliances;
8. Countertops;
9. High value articles such as antiques, coins, stamps, sports cards, souvenirs, collectibles, jewelry, watches, gems, stones, or industrial diamonds;
10. Glass such as signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, or any other commodity with similarly fragile qualities;
11. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts;
12. Cut flowers and live plants.
13. Precious metals like gold, silver or platinum;
14. Property that is susceptible to humidity causing rust;
15. Materials which congeal, solidify or freeze above normal temperature of 0 degrees Celsius;
16. Valuable Papers of any kind including business records of any type, deeds, stocks, bonds, traveler's checks, lottery tickets, money orders, prepaid calling cards, bond coupons and bearer bonds; or
17. Any shipment that is not properly prepared or loaded for transport.

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### ITEM 835 LIABILITY AND RISK - OWNER'S RISK

Any shipment that is shipped at the Owner's Risk shall relieve the carrier from liability for any loss or damage to the shipment.

### ITEM 840 LIABILITY AND RISK - PACKAGING

The shipper shall comply with standard industry practices for the packaging, marking and loading freight for shipment. Shipments tendered to the carrier will be at owner's risk of damage if tendered improperly marked, packaged, sealed, crated or otherwise unprotected from the rigors of normal transportation of goods.

### ITEM 845 LIABILITY AND RISK - NO LIABILITY

The carrier will not be liable for:

- (A) Damage, shortage or loss of any product or goods shipped at Owners Risk as defined by this tariff or otherwise.
- (B) Damage, shortage or loss caused by improper or inadequate packaging, sealing, crating, loading, securing, or by any action or inaction that renders the good or product unable to withstand the ordinary rigours of transportation.
- (C) Damage, shortage or loss on shipments tendered to carrier as Shipper's load and count.
- (D) Damage, shortage or loss caused by Inherent defects/vice of the product or goods shipped;
- (E) Damage, shortage or loss of used or uncrated goods.
- (F) Damage, shortage or loss as a result of conditions beyond the carriers control including but not limited to explosions, lockouts, strikes, labour disputes, war, insurrection, terrorist attack, derailment, acts of public enemies, acts of governmental authority, embargos, quarantines, or acts of God including floods, tornadoes, earthquakes, unusually severe weather, natural disaster.
- (G) Damage, shortage or loss as a result of direction to the carrier by the consignor, consignee or agents/representatives thereof.
- (H) Any costs or penalties arising from late deliveries or missed appointments. The carrier is not responsible for consequential loss or fine as a result of delay in delivery or non-compliance of consignee's procedures. In no way shall the carrier be liable to the customer, owner, consignor, consignee or any third party for any damages, costs, or loss of profit resulting from failure to deliver, delayed delivery, loss or damage to goods, regardless of the cause of such event.
- (I) Damage or loss where the Carrier has not inspected the cargo and there are no photographs of the cargo prior to it being moved, unpacked, discarded or otherwise disturbed.
- (J) Damage, shortage or loss of any product or goods that were undelivered and in the possession of the carrier for more than 14 days from the date that the goods were available for delivery, redelivery or return by the carrier to the consignor, consignee or other party as the case may be regardless of whether storage charges were assessed or not.

### ITEM 855 LIABILITY AND RISK - DAMAGE TO CARRIER EQUIPMENT

The shipper or consignee shall be responsible for reporting any damage to and paying for repairs to the carrier's equipment including but not limited to power units and vehicles, trailers and containers caused by the shipper or consignee as the case may be. The repair bill will be assessed against the customer regardless of the party responsible for the damage plus a service fee of \$50 per occurrence.

### ITEM 860 LIABILITY AND RISK - MISUSE OF CARRIER EQUIPMENT

The shipper or consignee shall ensure that the carriers' equipment is not used for any purpose that is not within the scope of the service contracted for or otherwise explicitly agreed to by the carrier. Misuse includes but is not limited to movement of the carrier's equipment without an interchange agreement, improper loading, storage, shunting etc. A misuse fee of \$500 per occurrence will be assessed against the customer regardless of the party responsible for the misuse.