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## **GENERAL TERMS**

For the purposes of this contract, and all related appendices, "Carrier" means: One of Groupe Robert Inc.'s subsidiaries.

## **Bill of lading**

- The bill of lading will serve as proof of the destination and conditions of the shipment.
- All shipments require a bill of lading with all relevant information (full name of shipper and consignee, address, phone number, prepaid, collect or third party billing, number of pieces, cardboard, case, etc.), total weight and / or cube, appointment time and special delivery instructions).
- Postal codes with each address must be provided.
- All bills not marked as prepaid, collect or billed to a third party will be considered prepaid. Freight marked "collect" and the consignee refuses to pay, delivery will be released and treated as prepaid.

## Carbon tax

• Applicable according to the legislation of each Canadian province.

## **Destination not listed**

• Any addition of destinations not listed in connection with this agreement is subject to the same terms and conditions.

## Disponibility

• All our rates are subject to equipment availability.

#### Hazardous material

• The Carrier will not ship explosives, munitions and/or radioactive matters.

## Increase and duration of the agreement

- The agreement is valid for 60 days.
- Rates are subject to the annual increase of at least the Canadian CPI excluding energy.
- The rates provided is based on the information known at the time the quote was prepared. Any operational changes or information modification can influence the rates provided. Furthermore, the agreement will be canceled if unused for a period of 60 consecutive days.

## Invoicing

- All invoice and supporting documents will only be sent electronically. Please provide a valid email address to which you
  wish to receive your invoices.
- Any undisputed invoice within one year of the services shall be deemed to be in conformity.

Email : Type your email

## Liability limit

All shipments done by the Carrier are exclusively subject to the laws that apply in the Province of Québec, including the additional specifications indicated on the back of the bill of lading. Moreover, it is expressly mutually agreed between the parties that, in the absence of any declared value the calculated amount in accordance to the provisions of paragraph a) or b) of article 9 of said minimal specifications, of which the Carrier could be held liable in case of loss or damage, will not exceed \$ 4.41 per kilogram according to the weight of the loss or damaged merchandise, not according to the total weight of the shipment. Moreover, the declared value will only be opposable to the Carrier if it were told to and accepted by the dispatcher before the shipment and written on the front page of the document prepared for the shipment for which the merchandise has been lost of damaged. It is mutually agreed between the parties that in all circumstances, including those mentioned above, the maximum amount for which the Carrier could be held liable in case of loss or damage, is limited to \$ 90,000.00 for the goods loaded in a vehicle of the Carrier.



- The Carrier will not be held liable for any loss, damage or delay to any of the goods described in the Bill of Lading caused entirely or partly by fortuitous events, superior force, the Queen's or public enemies, "Hijack" criminal diversion, riots, strikes and lock-out, a defect or inherent vice in the goods, including but not limited to the nature of the goods, the act, fault, negligence or default of the consignor, owner or consignee, authority of law, acts of the public authority, quarantine or differences in weights of grain, seed, or other commodities caused by natural causes. The above mentioned examples represent a non-exhaustive list and aim to include all events outside the control of the Carrier.
- In the event where the goods have been received with shortage or damages, a written notice of claim must be given within 60 days after the delivery of goods. In the event of a non delivery, a written notice of claim must be given within nine (9) months from the date of shipment. Any claim under \$ 50.00 will not be processed and paid. An inspection report or a notification on the proof of delivery does not constitute a notice of claim. In the event of failure to submit the notice of claim in a timely manner, the claim becomes ineligible.

## Maximum weight per vehicle type

- Shipment with a heated trailer: the recommended weight decreases of 1 000 lb.
- Shipment with a refrigerated trailer: the recommended weight decreases of 2 500 lb.
- All weights recommended in this document must include the weight of the merchandise, the packaging, the pallets, the lashing material and securing equipment.
- During the thaw period decreed by the Government of Quebec, the invoiced rate will be determined by the weight of the shipment according to the maximum weight allowed by equipment type. For example, a 55 000 lb shipment requiring a two-axle trailer in regular period will require a three-axle trailer during the thaw period. The invoiced rate will be adjusted according to the number of axles required.

Equipment type	Regular period	Thaw period	USA consignee
Van			· · ·
2 axles (QC-ON)	54 000 lb	44 000 lb	N/A
2 axles (US)	44 000 lb	N/A	N/A
3 axles (QC-ON)	68 000 lb	54 000 lb	N/A
4 axles (QC-ON)	81 000 lb	64 000 lb	N/A
Maritime containers			
20' containers – 2 axles	25 000 kg	21 000 kg	21 000 kg
20' containers – 3 axles	28 000 kg	24 000 kg	N/A
20' containers – B-Train	20 000 kg / container	17 500 kg / container	N/A
40' containers – 2 axles	23 000 kg	18 000 kg	18 000 kg
40' containers – 3 axles	29 000 kg	24 000 kg	N/A
45' containers – 3 axles	28 000 kg	22 000 kg	N/A
North American / Domestic containers			
48' containers – 3 axles	28 000 kg	22 000 kg	N/A
53' containers – 3 axles	29 000 kg	23 000 kg	N/A

#### Pallet return

• The Carrier does not assume any responsibility for the control and return of pallets.

## Penalty

• The Carrier shall not be liable for penalties or fines that may be imposed by the consignee to the shipper or to the payer, whether for delay or for any other reason. In addition, the Carrier shall not be liable for any indirect, special or consequential charges and other special economic losses resulting from its service.

#### **Re-weight**

• All shipments are subject to re-weighing on a scale calibrated and certified by Measurement Canada. Any re-weighed includes the contents, the container, the pallet and any other item related to the re-weighted piece. If there's a difference with the weight declared on the bill of lading, all freight is invoiced from the gross weight and not from the net weight.



## Taxes

- GST/HST: R102 212 073
- PST: 1001552186

## Terms of payment

• Net 30 days from the invoice date. We reserve the right to charge an interest rate of 2% per month or 26% per year for unpaid invoices within the prescribed time limit.

## Transit time

• Transit times are for information only.

## Validity of the agreement

- The application of the agreement is effective in any of the following cases: upon receipt of the agreement signed in whole or in part, by an email response from your part or as soon as you use the services referred to in the agreement.
- When using our services, you accept all the rates, the fuel surcharge and terms, conditions and Schedules specific to this agreement. This agreement cancels and replaces all quotes submitted and / or effective for these same services.



# VALUE ADDED SERVICES

### Additional delivery for certain stores and warehouses (LTL only) - DFRFW

Appointment fees included. Additional fees includes 1 hour of waiting time, overtime will be charged at \$ 80.00/hr.

GROUP 1	\$ 75.00 /
Dollarama, Costco (store and warehouse)	delivery
GROUP 2 \$ 150.	
GFS, Sysco, Longo's, Loeb, McKesson	delivery
GROUP 3	\$ 250.00 /
Amazon, Bunzl, Farm Boy, Flanagan's, Giant Tiger, Loblaws, Matrix (Shoppers),	delivery
Metro, Sobeys, Tannis, SCM (Walmart)	

Additional insurance - VC : All value in excess of \$ 4.41 per kilogram will be subject to an additional fee equivalent to 3% of the excess value of \$ 4.41 per kg. The maximum accepted value will be of \$ 90,000.00 per shipment for the goods loaded in the Carrier's vehicle.

Additional labor (picking/delivery) - HELPER : Fees are per hour per person

- $\circ$  ~ Weekdays : \$ 40.00/h per person.
- Weekends : \$ 65.00/h per person.

A minimum of four (4) hours is billable and the total time is calculated between the departure and the return to the terminal.

#### Administrative fees - ADM

- o Modification of type of rates during the agreement: \$ 133.00 per conversion.
- o Rate registration in a specific file to the client: \$ 133.00 per agreement.
- o Registration of the statements of account in a specific file to the customer: \$ 133.00 per statement of account.
- Proof of deliveries and shipping documents in paper version: \$21.00 per statement of account. These documents are available free of charge on the website.

« Between » rate (LTL only) : The "Between" rate is valid only for shipments up to a maximum of 19 999 lb or less than 20 feet of trailer.

## **Blind shipment - BS**

• When a blind shipment is requested, fees of \$ 37.00 are applicable for the administration.

## Cubing (LTL only) - L10 / L20 / L30

- Applicable on a minimum density of 10 lb. per cubic foot. For shipments occupying 10 feet and more floor space, 1 000 lb. per linear foot is applicable.
- Pieces that are 20 feet long are billed at a minimum of 3 000 lb. and 30 feet long pieces and longer are billed at a minimum of 5 000 lb. Applicable if the pieces are 12 inches and less in width.
- Customs waiting time related to an inspection TAD : \$80.00 / hr for any additional waiting time, minimum one hour plus handling fee if applicable.

Delivery of pickup outside of the regular business hours - NIGHT / NIGHT-P / EVENING / EVENING-P / SATD / SATP / SUND / SUNP / HOL-P / HOL-D / FRID-P / FRD-D : All deliveries or pickups made outside of the regular business hours are subject to a surcharge and extra mileage depending on the destination and the required equipment:

CAN:

- Evenings/nights: Monday to Friday, outside of business hours (7h00 to 17h59): \$ 133.00;
- Saturday: Friday 22h00 to Saturday 23:59: \$ 186.00;
- Sunday and holidays: Sunday 00:00 to Sunday 23h59: \$ 293.00.

USA:

- Evenings/nights: Monday to Thursday outside of business hours (7h00 to 17h59): \$ 160.00;
- Weekends and holidays (eve and day after): Friday 18h00 to Sunday 23h59: \$ 293.00.



**Delivery with specific appointment – APPT / APPTH / APPT-US :** For any fixed appointment request or a time slot of less than 3 hours between 7h00 and 17h59, whether it is indicated on the bill of lading or during the pickup request, a fee of appointment booking applies. This charge is not a guarantee of service.

CAN: QC and ON : -Island of Montreal and Laval (postal code beginning with the letter H): \$ 59.00 per shipment. -Other destinations: \$ 27.00 per shipment.

Other provinces: \$ 59.00 per shipment.

USA: \$80.00 per shipment.

## Detention (truck & driver) - WAIU / WAIL

• Waiting time (with tractor): These charges apply when the driver and the vehicle are held at the shipper, the consignee or at the border. The base rate starts at the appointment time or upon the arrival of the driver, if it arrives after the appointment time. After the period granted, additional waiting times will be subject to the following fees:

			Hourly rate by	y type of equipment rea	quired (trailer)
Loading type	Shipping weight	Allocated time	Regulars (Van)	Temperate (Reefer)	Container chassis
	0-5000 lb	30 Min			
LTL	5001-10 000 lb	45 Min	\$ 80.00	\$ 95.00 \$	\$ 80.00 \$
	10 001 lb and more	60 Min			
TL	n/a	60 Min			
TL to USA	n/a	120 Min			

• Trailer detention (without tractor): The base rate includes loading (picking) and unloading (delivery) days as well as the applicable transit time. After the period granted, the additional days of detention will be subject to the fees below. There are no detention fees on Saturdays, Sundays and statutory holidays, with the exception of temperature-controlled trailers. Holding costs are applied until the release of the trailer (s).

Type of equipment required (trailer)	Trailer detention fees		
Regular (Van)	Per business day		
2 axles	\$ 80.00		
3 axles	\$ 105.00		
4 axles *	\$ 150.00		
Temperate (Reefer)	Per calendar day		
2 axles	\$ 250.00		
3 axles	\$ 275.00		
Container chassis	Per business day		
2 axles	\$ 55.00		
3 axles	\$ 65.00		
4 axles *	\$ 125.00		

• Combined waiting time: If the combined shipments planned for delivery weigh less than 5,000 lbs, 30 minutes are free. If combined shipments exceed 10,001 lbs, the time allotted will be 60 minutes. Once free time has elapsed, all



shipments will be subject to a waiting time of \$80.00/h (regular van), \$95.00/h (reefer), based on a time measurement per pounds.

- Example: You have a load of 3000 lbs that is scheduled for an appointment at 19h00. The shipment is co-loaded with another freight by appointment, which totals 3,500 lbs. If the delivery is not completed before 3:00 am, you will be charged on the following:
  - Total time: 19h00 hours 03h00 hours = 8 hours
    - 8 hours 30 minutes free = 7.5 hours
    - Combined weight: 3500 lbs
  - Shipment pro-rata: 3000/3500 = 85.71%
  - Total price: 7.5 hours x \$ 80.00 = \$ 600.00
  - Waiting time: 85.71% x \$ 600.00 = \$ 514,26

#### Document picking (LTL only) - CDD

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 When documents are to be picked up at a different location prior to LCL (less than container load) picking, an additional fee of \$ 50.00 per pickup applies.

#### Fair and show - SHOW-D / SHOW-P

- CAN: \$ 160.00 per shipment.
- USA: \$ 533.00 per shipment, (upon availability only).

**Food inspection - FDA : \$** 75.00 per shipment.

- Frost protection Heating service HS / PS : Lorsque les services tempérés sont exigés et inscrits sur le connaissement, les frais additionnels suivants s'appliqueront
  - CAN:
    - QC and ON: 18% of transportation costs or a minimum of \$27.00 on heating service or a minimum of \$80.00 on refrigeration service.
    - The Maritimes: Contact the pricing analyst team.
    - Western Canadian Provinces: Contact the pricing analyst team. Controlled temperature shipments will be made by road and are subject to a minimum of 50% surcharge plus the controlled temperature fee.
  - USA: 18% of transportation costs or a minimum of \$ 229.00 per shipment per day of transit.

Fuel surchage - FSC : The included rate is based on a fuel price of \$ 0.39/L

• See appendix C for the calculation methodology.

#### Hazardous material - DG

- CAN: 1 to 999 lb: \$ 27.00 1 000 to 19 999 lb : \$ 53.00 20 000 lb or more : \$ 80.00.
- USA: 15% of the transport costs. Minimum \$ 133.00 Maximum \$ 208.00.

Hydraulic tailgate (LTL only) - TG / TGP : The availability of the service depends on the weight and size of the pallets. Maximum of 2500 lb.

 CAN: QC and ON: \$ 43.00 per shipment. Other provinces : Minimum \$ 80.00 - \$3.00 / CWT - Maximum \$160.00
 USA: All states are subject to availability depending on the pickup/delivery area. -CT, DE, IA, IL, MA, MD, ME, NH, NJ, NY, OH, PA, RI, VT : Minimum \$150.00 - \$75.00 / pallet space - Maximum \$750.00. -Other states: Contact the pricing analyst team.

#### Inbond goods - TEB / A8A :

o T&E bond, I.T. bond, I.E. bond or In-bond : \$150.00 per shipment.



o (A8A) : \$ 75.00 per manifest.

Inside delivery (LTL only) - INSD / INS-P : Additional fees apply for a delivery or a pickup on a floor other than the ground floor or if the pickup or delivery location is more than 60 feet from the vehicle.

- CAN: QC and ON: \$ 3.00 / CWT Minimum \$43.00 Maximum \$160.00
   Other provinces: \$ 3.00 / CWT Minimum \$80.00 Maximum \$160.00
- USA: Subject to availability depending on the pickup/delivery area. Contact the pricing analyst team.

#### Jobsite and military base - JOBSITE

- CAN: QC and ON: \$80.00 per movement. Other provinces: \$160.00 per movement.
- USA: \$533.00 per movement, (upon availability only).

Layover (TL only) - LO : Applicable when the entire sequential route can not be completed in a timely manner due to a delay at a customer. \$266.00 per night.

#### **Oversize shipment (LTL only) - OVERSIZE**

- o All shipment over 54 inches long or 54 inches wide is billed at a minimum height of 96 inches.
- All shipment over 54 inches long and more than 55 inches wide is billed at a width of 96 inches and a minimum height of 96 inches.
- This rule does not apply to shipments of 12 inches and less in width.

#### Pallet cubing (LTL only) - R640 / R96

- o All merchandise shipped on pallets will be invoiced at a minimum of 640 lb. per pallet.
- o Any non-stackable pallet shipment is charged at a minimum of 1280 lb. per pallet.

Pallet rate (LTL only) – XWE : Rates per pallet are based on a maximum of 1,500 lb / pallet for dimensions of 48 inches x 40 inches per pallet.

- CAN: The excess is charged at \$3.25/cwt.
- USA: The excess is charged at 30% of the base rate.

**Pickup or delivery not completed - FDF / VOBU / SEC :** These fees apply if the original conditions are changed or the circumstances prevent the pickup or the delivery. Subject to fuel surcharge :

- LTL: \$3.00 / CWT Minimum \$80.00 Maximum \$186.00. For any site at more than 20 miles from the nearest terminal, a repositioning applies. Contact the pricing analyst team.
- **TL**: \$266.00 per event. For any site at more than 20 miles from the nearest terminal, a repositioning applies at \$2.10 per mile.
- \* For merchandise requiring a controlled temperature service, an additional fee of 18% applies.

Private home delivery (LTL only) - PHD / PHP : This fee includes a service with a straight body truck, tailgate to street level (depending on the accessibility of the site) and appointment booking.

- CAN: QC and ON: \$129.00 per shipment.
  - Other provinces: Subject to availability depending on the pickup/delivery area. Contact the pricing analyst team.
- USA: All states are subject to availability depending on the pickup/delivery area.

-CT, DE, IA, IL, MA, MD, ME, NH, NJ, NY, OH, PA, RI, VT : \$ 250.00 per pallet space - Maximum \$ 1,250.00 - Other states: Contact the pricing analyst team.

Remanifest for export - REMA : \$75.00 per shipment.



Same day delivery (LTL only) - SD : Same day pickup and delivery request is subject to availability. Contact the customer service.

**Second delivery with an address change - RECON :** These fees apply if the original delivery address is modified during delivery following a refused delivery. Suject to fuel surcharge.

- LTL : \$80.00 per event. For any site at more than 20 miles from the nearest terminal, a repositioning applies. Contact the pricing analyst team.
- **TL** : \$266.00 per event. For any site at more than 20 miles from the nearest terminal, a repositioning applies at \$2.10 per mile.
- \* For merchandise requiring a controlled temperature service, an additional fee of 18% applies.

Straight body truck (LTL only) - SB / SBP : Use of a straight body truck or cube truck (if required) for a pickup or a delivery.

- CAN: QC and ON: \$59.00 per shipment. Other provinces: Subject to availability depending on the pickup/delivery area. Contact the pricing analyst team.
- USA: Subject to availability depending on the pickup/delivery area. Contact the pricing analyst team.

Stop in transit (TL only) - DROP / PU / XMI : \$80.00 per stop plus an extra mileage of \$2.10 per mile in Canada and \$2.25 per mile in the USA (fuel surcharge applicable).

**Transit storage (LTL only) – STO :** This fee applies to pallets stored at the dock when delivery is delayed. The billable period begins 24 hours after the arrival of the goods at the dock of the closest terminal to the final destination.

Price per pallet, per day

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- Commodity Dry : \$20.00
- Commodity Fresh : \$25.00
- Commodity Frozen : \$30.00
- o Non-controlled temperature merchandise: weekends and holidays are included.
- \* Controlled temperature merchandise: Weekends and holidays are billable and an additional 25% charge applies.

#### Unloading fees (agencies) - AGY / LUMPER

- CAN: Please refer to our agency fees chart (appendix F).
- USA: Actual amount billed plus \$21.00 administration fee.



# **INTERMODAL**

Charges for congestion - PMTL: Charges for congestion at the Port of Montreal, \$65.00 per container.

Dangerous goods - DG: \$80.00 per shipment.

## **Document picking - CDD**

- When the original documents are to be picked up at a different location from the container, an additional charge of \$50.00 per container is charged plus an extra mile of \$2.10 per mile.
- Rail billing: \$50.00 fee for the preparation of documents.

**Extended gate hours service - PMEH**: Extended gate hours service from container terminal operators at the Port of Montreal, \$65.00 per container.

Generator - PUG: Any use of a genset during a reefer container movement: \$85.00 per shipment plus fuel surcharge.

Layover - LO: Applicable when the entire sequential route can not be completed in a timely manner due to a delay at a customer. \$266.00 per night.

Preloading - PRESTAGE: \$ 125.00 extra for any container pickup request in advance.

Scaling - SCALE : \$50.00 per scaling.

Storage (containers on the ground) - STO : \$25.00 per 20 'or 40' container, per calendar day.

## **Tarping - TARP**

- 20' Container : \$150.00 per container
- o 40' Container : \$200.00 per container

Toplift – TLCHE : When a Toplift is required, \$50.00 / movement is applied. (Includes receipt and shipping of the container).