



Standard Terms And Conditions of Service

H-Four Logistics Inc. is a third party logistics provider arranging transportation service in Canada and in the United States under a property broker's license issued by U.S. Department of Transportation bearing number MC# 865562-B and is not an insurer of cargo. H-Four makes arrangements with carrier on the customer's behalf and does not take physical possession of the freight. Each arranged carrier possesses the legal required amount of cargo liability insurance for general loss or damages to cargo transported by the carrier. All insurance policies have deductible. If you require insurance, notify H-Four so that we can advise you of your options or so that you may arrange to purchase additional all-risk, which can be arranged through H-Four.

Acceptance of these terms, by the way of shipping goods, will constitute an agreement between H-Four Logistics Inc. as the case may be (hereafter collectively referred as "H-Four") and the company or person who owns and or/ is the shipper of the freight (the "Customer"). It is acknowledged that these conditions will apply to all shipment arranged by H-Four for Customer:

- a) Rates are express in CAD unless otherwise indicated. Payable in 15 day from invoice date unless otherwise agreed to in writing. Overdue invoices are subject to 2% interest per month 24% per annum.
- b) Pallet pricing is subject to a maximum of 1500 lbs per pallet, 44,000 lbs per truckload unless otherwise agreed to in writing. Customer is responsible for extra charges resulting from inaccurate weight, measurement, or product description/classification.
- c) All quotations are subject to a maximum valuation of \$2.00 per pound based on actual weight unless otherwise agreed to in writing.
- d) For purpose of waiting time, 20 minutes is free for load/unload (Less Than Truckload), 2 hour free for load/unload (Full Truckload) excess time is billed at \$75/ Hour thereafter based on standard dry van load, \$100/ Hour thereafter based on Flatbed load, \$125/ Hour thereafter based on over dimensional loads.
- e) A minimum fee if \$150 will apply for trucks ordered but not used (TONU); this fee is also applicable to orders cancelled less than 24 hours before the scheduled pick-up. Fee for empty miles travelled may also apply.
- f) Standard transportation services are from a business to business with docs at both the pick-up and delivery locations. Any other services including but not limited to appointments, lift-gates,

driver assist, residential or farm pick-ups and deliveries, hazardous materials, inside deliveries, etc. are subject to accessorial charges.

- g) In order to ensure proper billing, the customer will ensure that "Third Party Bill to H-Four" is added to the bill of lading when requested and is given to the driver at pickup. Failure to do so will be subject to additional charges.
- h) All quotations and customer confirmations are subject to equipment availability. H-Four does not guarantee equipment availability unless specifically stated in writing
- i) Pickup and delivery time requirements must be communicated to H-Four who will instruct the carrier accordingly. Pickup and delivery time requirements should be indicated by the shipper of the freight on the carrier's bill of lading.
- j) In any event of the foregoing or of the provisions listed below, any liability on the part of H-Four for any claims for loss or damaged to the shipment shall be limited to 50% of the freight charges quoted by H-Four for that shipment. In no event shall H-Four be liable for any claim for consequential damages said to be caused by delay or otherwise.
- k) Customer acknowledges that the insertion of H-Four's name on shipping documents, of any kind, does not represent or imply it is acting in the capacity of a carrier.
- l) Customer acknowledges that the actual/signing carrier providing physical transportation of goods is solely liable for any and all claims arising from the transport of customer's freight. Customer (the Principal) indemnifies and holds harmless H-Four (the Broker) from any claims for loss or damage including special or consequential damages resulting from transport services arranged by H-Four. In the event a claim arises from services provided, H-Four will make available to customer all necessary forms and insurance documents pertaining to carrier's cargo.
- m) Customer obligated to pay H-Four for transportation services and payment to any other party does not alleviate customer of balances owed to H-Four
- n) Under no circumstance can a claim be deducted from outstanding amounts owed to H-Four by customer.
- o) H-Four reserves the right to change these terms and conditions at any point in time and without further notice.
- p) All rates issued are strictly confidential and are not to be distributed outside of the Customer.