

## **TERMS AND CONDITIONS**

1. **NOTICE OF CLAIMS:** No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice of such loss, damage or delay is given in writing with the estimated amount of the claim, to the originating or delivering carrier within 60 days after delivery of the goods or, in the case of failure to make delivery, within 9 months from the date of shipment. The final statement of the claim must be filed within 9 months from the date of shipment, together with a copy of the paid freight bill.
2. **BILL OF LADING:** The Bill of Lading constitutes the entire Transportation Contract for the transport of the goods described by the shipper on the Bill of Lading and must conform to the regulations in force in the Province where the goods originated. Any alteration or amendment of the contract of carriage shall be wholly without effect unless such alteration or amendment appears on the face of the Bill of Lading and is signed by each of the shipper and the originating carrier. No other document shall form any part of the Transportation Contract unless in writing and signed by each of the shipper and the originating carrier prior to the originating carrier having accepted the shipment for transportation. Load tenders/instructions/faxes accepted for the purpose of arranging a pickup DO NOT negate the requirement for all shipping details to be on the bill of lading.
3. **CLAIMS AND LIMITATIONS OF CARRIER LIABILITY:** Liability for any cost or penalties arising from late deliveries, missed appointments and any and all circumstances related to a delivery, inclusive of lost profits, will not be accepted. Liability for cargo claims \$150.00 and under will not be accepted. Rates and Charges are based on a Valuation not exceeding \$2.00 per lb (\$4.41 per kg). If a higher Valuation is declared, an additional charge of 5% of the excess Valuation will be assessed. Minimum charge of \$25.00 applies.
4. **GST, HST & QST:** Will be assessed on all transportation charges at the prescribed rate.
5. **LATE PAYMENT TERMS:** Interest on any unpaid amounts after the due date, will be charged at a rate of 2% compounded monthly (i.e., 26.82% per year). NSF fees of \$100 will be applied where insufficient funds are available in the account on which the instrument was drawn (i.e., a dishonored cheque).

6. **PAYMENT TERMS:** Credit terms are Net 30 days from date of invoice. An interest charge of 2% compounded monthly (i.e., 26.82% per year) will be levied on overdue invoices. Please refer to our Credit Application for further details.
7. **PERSONAL EFFECTS:** Household and personal effects will not be accepted for shipment unless properly crated and must move at "Owner's Risk of Damage". KTS Logistics Inc. accepts no liability for damages or shortages.
8. **CARBON FEES/LEVIES:** Will be applied where applicable.
9. **UNIFORM CONDITIONS OF CARRIAGE - GENERAL FREIGHT - THE HIGHWAY TRAFFIC ACT.:** Schedule 1, Item 5: Exceptions from Liability. The carrier shall not be liable for loss, damage or delay to any of the goods described in the contract of carriage caused by an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, an act or default of the consignor, owner or consignee, authority of law, quarantine or difference in weights of grain, seed or other commodities caused by natural shrinkage. Poor or lack of, or inadequate packaging causing damage to the goods falls under the Highway Traffic Act, therefore KTS Logistics Inc will not be responsible for any damage due to poor or lack of or inadequate packaging by the Consignor.
10. **RIGHTS TO AMEND:** We reserve the right to assess a surcharge on the rates quoted in the event market costs increase significantly due to increases in fuel, insurances, Government imposed requirements or other circumstances beyond our control. Either party may cancel this agreement by providing 15 days written notice to the other party. Rates are subject to change in areas services by our Interline partners. KTS Logistics Inc. is privileged to be of service to you and we look forward to continuing our relationship