



Master Terms & Conditions for Ippolito Transportation Inc.

1. Acceptance of Rates

Rate proposals are subject to acceptance within 30 days. This tariff is valid for 30 days; if freight movements do not commence within 30 days of presentation, this tariff becomes null & void.

2. Rate Renewal

Rates are subject to renewal one (1) year from date of acceptance (unless otherwise specified in writing), continued application of rates is conditional on account being in good standing at all times.

3. Taxes

All shipments are subject to applicable taxes (HST / QST).

4. Bill of Lading

All shipments require a proper bill of lading with all pertinent information (i.e. shipper's and consignee's full name, address, phone numbers, prepaid/collect or third-party billing, number of pieces/skids/cartons/crates/etc., total weight and or cube, appointment time, and any special delivery instructions). Postal/Zip codes with each address must be provided. All bills of lading not marked as prepaid or collect or third-party billing will be deemed as prepaid - or as freight marked collect where consignee refuses to pay - delivery will be released and treated as prepaid.

5. Dock

Shipper/Receiver needs to have a dock that can safely accommodate a 53' Reefer / live unload unless described and agreed upon.

6. Lumper (aka Swamper) Fees

Rates exclude lumper fees and/or driver assist. Ippolito Transportation Inc. will only pay lumper fees and/or gate fees with the agreement that we will be reimbursed in full.

7. Extra Labour Services, including Lumper (aka Swamper) Fees

When a pickup or delivery requires the services of more than one person due to shipment size, shape, location or driver safety the charge shall be \$50.00 per person, per hour subject to a minimum of one hour charge.

8. Pallet Exchange Fee

Rates do not include the supply, return or exchange of pallets fee.

9. Temperature

Freight temperature will be set according to Bill of Lading supplied and/or shipper/customer direction.

10. Load sealing

Shipper is responsible for sealing load and documenting the seal number on all applicable documents. Ippolito Transportation Inc. does not carry any seals.

11. Claims

Carrier is not liable for loss, damage or shortage of any goods carried under the bill of lading unless notice of same as clearly indicated on the bill of lading at the time of delivery. The statement of claim must be filed within nine (9) months from date of shipment for complete shortages, and with two (2) months of partial shortages or damages. A copy of the paid freight bill must accompany all claims. Maximum carrier liability \$ 2.00 per pound unless a higher value is declared on the bill of lading.

12. Exclusion of Consequential Damages

Subject to the limitations of liability contained in Carrier's Bill of Lading. Carrier will not be held liable for any miscellaneous charges or costs assessed by either shipper, consignee or any third party which do not directly relate to the value of the goods transported, as determined at the time and place of shipment. Examples of non-claimable charges or costs include but are not limited to the following: penalties levied against shipper, carrier or a third party for late delivery, missed appointment, split deliveries, shortages, damages and/or any non-compliance fines.

Ippolito Transportation Inc shall not be liable for loss, damage or delay to any of the goods caused by an act of God, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, and/or quarantine.

13. Detention time

30 minutes free loading or unloading time for LTL and 2 hours free for TL. Thereafter fees of \$ 50/hour (for dry) and \$ 65/hour (for reefer) will apply. Charges will commence following a 15-minute delay; minimum 30-minute charge.

14. Additional Stops

Extra pick-ups & extra stops will be subject to a surcharge of \$35.00 per stop.

15. Detention time

Detention time (Border Delays): 1 hour free. Thereafter a \$ 30/ half-hour fee applies.

16. Fuel Surcharge

Rates are non-inclusive of Fuel Surcharge (FSC) which is subject to change and posted on website monthly.

17. Availability

Service subject to availability.

18. Payment Terms

Freight charges are to be paid within 30 days from date of invoicing.