



## **Legal Load Terms and Conditions**

### **Insurance:**

Accord Xpress Logistics is pleased to offer you optional insurance for any declared value on your valuable cargo. If you are in need of additional insurance please contact your Accord Xpress Logistics representative accordingly and we will be happy to provide an insurance estimate. Note that optional insurance coverage excludes rust, oxidization, discoloration, scratching, denting, chipping, damage from taping, or any internal electrical or mechanical derangement (not caused by collision or accident). Unless agreed to beforehand, cargo insurance and subsequently Accord Xpress Logistics' maximum liability is \$2.00 per lb or \$4.41 per kg.

### **Transportation Specifics:**

Prior to any commitment from Accord Xpress Logistics a detailed review is recommended to be completed based on a mutually agreed upon execution plan. This will include review of the scope of work, delivery to site, schedule, equipment availability, and operations in the areas that would be affected by the move.

### **General Terms and Conditions Accord Xpress Logistics:**

The term "Accord Xpress Logistics" will mean Accord Xpress Logistics, its affiliates, divisions and approved subcontractors.

### **Client:**

The term "Client" will mean the person or company that contracts the work to Accord Xpress Logistics and is responsible for paying the invoice.

### **Accessibility:**

The client warrants that there is free and clear access for Accord Xpress Logistics' equipment and employees at both loading and delivery locations. It is the responsibility of the client to insure that all avenues of access can sustain the weight of the equipment (loaded or not). Accord Xpress Logistics will not assume any responsibility should damage occur to any paved or non-paved areas, regardless of how the damage occurs. Conversely, if as a result of conditions at either the loading or unloading site,



additional towing or pushing is required for our equipment, additional charges will be charged to the client. If there are any damages to Triptych Logistics' equipment as a result of the additional towing or pushing, the cost of repairing the equipment will be charged back to the client.

### **Change orders / Contract modifications:**

The client may make changes to the contract by altering, adding to or deducting from the scope of work including changes of delivery schedule, weight or dimensions. These changes are subject to adjustments in the quotation price, completion schedule and subject to the right of Accord Xpress Logistics to refuse such changes. A change order / contract modification will be submitted by Accord Xpress Logistics to the customer to itemize additional charges that are required due to the change in schedule, dimensions, weight or scope of work. The customer must confirm acceptance of the change order / contract modification within 15 days of receipt of the change order / contract modification. No work in relation to the contract will proceed until a change order / contract modification has been formally accepted and authorized by the client.

### **Confidentiality:**

Accord Xpress Logistics will treat with the utmost confidentiality all information provided by the client in the preparation of the quotation and it will not be shared with outside parties without the express agreement of the client. All quotations, spreadsheets and recommendations provided by Accord Xpress Logistics to the client is proprietary information and is expressly for the use of Accord Xpress Logistics' client only and are not to be forwarded, shared or distributed to anyone else without the written consent of an approved Accord Xpress Logistics representative.

### **Containers, Stuffing and Un-stuffing:**

Accord Xpress Logistics employs experienced and professional staff for the loading and unloading of all Containers including Flat Rack and Open Top containers. Accord Xpress Logistics recommends that a marine cargo surveyor supervise the stowage and securing of Flat Rack and Open Top container loads. If you do not wish to have a lashing certificate issued by a marine cargo surveyor, any additional costs assessed by the steamship line or port will be passed back to the client. Costs may include but are not restricted to items such as removing, re-working and returning the shipment or steamship line assigned marine cargo surveyor costs.

### **Customs clearance, bonds, duties or taxes:**



Accord Xpress Logistics does not provide this service. The Client is responsible to appoint a Customs Broker and to pay any duties or taxes required under applicable laws and regulations. The Client is responsible to furnish Accord Xpress Logistics all invoices and documentation useful or necessary to facilitate Custom's entry. The Client shall be bound by and warrant the accuracy of all documentation and information furnished to Accord Xpress Logistics by the Client or its agent. Client is responsible for any and all costs including any increased duty, penalty, fine or expense resulting from inaccuracy, incomplete omission or any failure to make timely presentation.

### **Deviation:**

Accord Xpress Logistics reserves the right to use their absolute discretion to deviate from the usual route or manner of transporting goods as deemed desirable or necessary in the circumstances.

### **Equipment Availability:**

All quotes are subject to equipment availability at the time of shipping.

### **Force Majeure:**

Accord Xpress Logistics is not liable for failure to perform the client's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, wireless or telephone service or unforeseen mechanical breakdown. Accord Xpress Logistics shall be relieved of its obligations under this agreement for the duration of such hindrance, interruption or delay. In this case, the client shall have no right to claim damages from Accord Xpress Logistics in respect to any loss including but not limited to: equipment charges, staffing and housing costs, lost profit or revenue or failure to realize expected savings.

### **Fuel Surcharge:**

Fuel Surcharge is based on the current rate and is subject to change at the time of shipping.

### **Governing Rules:**

All transportation work performed by Accord Xpress Logistics is subject to all rules and regulations of federal, provincial, state, county or municipal governments having jurisdiction of any roads we may use.

### **Handling of Goods:**



If it is expressly or implied that Accord Xpress Logistics is to use a particular method of transporting, handling, or storing the goods. Accord Xpress Logistics will give priority to that method. However, if it cannot conveniently be adopted by Accord Xpress Logistics, we are authorized to transport, handle or store the goods by any other method or methods at our sole discretion.

### **Hazardous Goods:**

Unless specifically stated, this quotation does not include the handling, transportation or storage of hazardous goods or materials. If hazardous materials are present, the specifics must be provided so that the rate may be adjusted if required.

### **Loading/Unloading:**

All loading and unloading is the responsibility of the client to arrange unless specified in the quote otherwise.

### **Packaging:**

All goods for transport must be sufficiently packaged, reinforced or braced and structurally suitable for transportation. Shipping saddles, structural supports or stiffening is the responsibility of the shipping party. Accord Xpress Logistics accepts no responsibility for any damage to cargo due to insufficient packaging or preparation.

### **Payment Terms:**

Unless otherwise stated or agreed upon at the time of commencement of the project, payment for all transportation services will be net thirty (30) days after receiving the invoice.

### **Port:**

Rate are subject to additional fees for container or freight retrieval from the port is so mandated by the port regulations. The charges vary and will be passed onto customer at cost plus 15%

### **Pressure Washing:**

Accord Xpress Logistics can arrange to have your vehicle/machinery pressure washed prior to exporting. Please note; Accord Xpress Logistics cannot accept responsibility should the cleaned vehicle/machinery be denied entry into the destination country. Accord Xpress Logistics recommends the client have a Marine Surveyor inspect your shipment prior to departure.



## **Product Protection:**

Tarping, wrapping, sealing or protection from natural elements, if requested or required, will be billed separately.

## **Quotations:**

Rate quotations are subject to equipment availability. A quote is based on weights and dimensions as supplied and stated by client. Should the actual weights and dimensions vary, the rates may change accordingly. In no way does the company guarantee it can move the above mentioned load(s) within the customer's schedule. Unless stated otherwise, quotes are not valid during spring weight restrictions. Unless stated otherwise, quotes (and our Bill of Lading) include cargo insurance up to \$2.00 per pound with a \$100,000.00 (USD) maximum. The Company assures no liability beyond this limit unless a higher value is declared on the bill of lading and any additional charge is agreed to prior to commencing work. For loads to and from Mexico, there is no insurance coverage included for the Mexican leg of the trip. Rate quotations do not include Customs Brokerage fees, duties or taxes. Unless stated otherwise, loading and unloading is by others at their expense. This quote allows 2 hours free loading and 2 hours free unloading time per load. Excess time will be billed at applicable hourly rates. Loading time includes time for tarping and time waiting for shipping and customs documents. Rate good for 30 days. Taxes are not included unless otherwise specified. Rate subject to demurrage and accessorial charges if applicable. Shipper is responsible for additional crating or support if required to safely transport commodity. Carrier is not responsible for any direct or indirect damages whatsoever, including but not limited to damages resulting from delays caused by fires, strikes, governmental regulations, accidents, carriage service failures, adverse weather conditions, or any other cause beyond its control.

## **Rates:**

Our rates are based on the origin, destination, weights and dimensions provided to Accord Xpress Logistics by the client. A change in any one of these items at the time of shipping may result in a change in the rate charged. Rates are good for 30 days from the date of the quote being presented from Accord Xpress Logistics to the client.

## **Taxes:**

Where applicable, all government sales taxes, excise taxes, GST, HST or similar fees are in addition to the rates quoted.



### **Transit Times:**

All transit times provided are based on acceptable industry standards but do not represent a guarantee of pick up or delivery dates and times. Every reasonable effort will be made however delays outside of Accord Xpress Logistics' direct control including but not limited to: inclement weather, permit conditions or delays and road/bridge construction may result in standby charges for equipment and labour. An hourly rate for standby will be charged based on the equipment being used.

### **Standby Time:**

Allowable loading and unloading time is 2 hours at each end. Any waiting time beyond this will be charged by the hour to a maximum of 12 hours per day. The hourly rate will vary dependent on the type of equipment being used. Unless otherwise specified in the quotation the applicable standby time rates apply. Additionally, standby rates apply for any delay beyond Accord Xpress Logistics' control on site or in transit as mentioned in Transit Times. Furthermore, standby time starts at the gate of any site, and in the case of border crossing, free time is not applicable and standby will be billed in 15 minute increments for paperwork/clearance issues no fault of Accord Xpress Logistics'.

***All freight transported by Accord Xpress Logistics, its affiliates, divisions or sub-contractors are subject to these terms and conditions regardless if explicated agreed to or not.***