



Standard Terms and Conditions

- 1.) **Quoted prices are subject to acceptance within 30 days from date of quotation, or for period specified on face hereof, after which company will re quote if requested. HST-GST-QST is not included in quoted price.**
- 2.) **All pricing is in US dollars unless otherwise stated in the quotation.**
- 3.) **All orders pursuant to the quotation are subject to credit approval by the Company before each shipment.**
- 4.) **All quotes are subject to equipment availability, permit approval, and seasonal road restrictions. Suitable ground conditions on site and in all work areas are the responsibility of others. Unless otherwise expressly stated in the quotation, any special requirement or permit condition not included in the price will be charged at cost plus 15% Any required bonds are not included in the quotation.**
- 5.) **We assume free and clear access to any and all sites for any loading and offloading via highway transport equipment without the need of additional push/pull vehicles to transfer trailers.**
- 6.) **Loading and off loading responsibility of others. Shipper will be responsible for any blocking or bracing required. The shipper and consignee are to assist in the assembly and disassembly of all equipment when needed i.e. labor, forklifts, or cranes at customer cost.**
- 7.) **Any Police escort or DOT escort charges will be charged back at cost plus 15%.**
- 8.) **Utilities and bridge surveys are extra if required unless expressly stated in the quotation at cost plus 15%.**
- 9.) **All wire lifting, utility costs, railway crossing supervision, street closure signs, traffic light turning, overhead or roadside sign removal and replacement will be charged at actual cost plus 15%.**
- 10.) **If any highways have to be crossed in order to avoid structures because of weight or dimensions, any work related to filling in the median and the removal afterwards is charged at cost plus 15%.**
- 11.) **Permission for use of private access roads to site may be required from the Landowner/Leaseholder and is to be obtained by the customer at no additional cost to Accord Express Logistics**



- 12.) Delays occurring during the transportation due to any unforeseen circumstances beyond our direct control or extreme weather conditions including but not limited to rain, sleet, snow or ice that require additional hours of work or equipment may result in increased pricing.
- 13.) This estimate is based on dimensions and weight provided and reflects an estimate based on the center of gravity of the piece being evenly distributed, if not the customer must provide a drawing to show the actual center of gravity for trailer and deck adjustments as well as all clearances needed during transportation.
- 14.) Our standard land cargo insurance coverage of \$2.00/pound to a maximum of \$1,000,000.00 USD is included covering cargo that is in our direct care, custody & control. Additional insurance (including Marine insurance) if required will be extra or, if provided by others, must include Accord Express Logistics and its subcontractors as named co-insureds with a waiver of subrogation.
- 15.) In no event shall Accord Express Logistics be liable whether a claim in tort, contract or otherwise. a) For any incidental, indirect, special, punitive or consequential damages including but not limited to loss of use, downtime, lost revenue, goodwill or profit or any kind what so ever, regardless of cause or foresee ability thereof. b) Accord Express Logistics is not liable for any costs resulting from any delays occurring during transportation due to any unforeseen circumstances beyond our direct control or extreme weather conditions including but not limited to wind, rain, fog, sleet, snow or ice.
- 16.) Unless otherwise stated in the quotation, the price(s) quoted is based on rates presently in effect for work during regular working hours which are 10 hour days, Monday through Friday excluding statutory holiday. For any work requested outside of normal working hours or if required due to circumstances beyond our control, overtime rates may apply.
- 17.) Tarps, shrink wrapping, scaling or protection from any natural elements or road spray, if required is not included unless expressly stated. Quotes reflect estimates based on the center of gravity being evenly distributed, if not drawing must be provided to reflect the actual center of gravity for trailer and deck adjustments.
- 18.) Quote is not applicable when dimensions, weights or services required at time of loading differ from those specified in the quote.



- 19.) **TERMS NET 30 DAYS. A service charge of 2.5% per month charged, 30% per annum, on overdue accounts.**
- 20.) **The shipper upon render of the shipment to the carrier, and the consignee upon acceptance of delivery of shipment, shall be liable jointly and severally for all unpaid charges payable on account of a shipment in accordance with applicable tariffs, including but not limited to sums advanced or disbursed by the carrier on account of such shipment.**
- 21.) **No alteration, variation, modification or waiver of any of the foregoing conditions of sale shall be binding on the company unless in writing and signed by an authorized officer of the company.**
- 22.) **Written notice within (5) days from date of receipt of shipment and/or service is required of any evidence of damage to and/or shortages of consignment.**
- 23.) **Military Action and World Economic Conditions:**
 - i. **World Military actions, economic sanctions or homeland security measures can have significant impact on certain costs as well as time required to transport loads across the Canadian borders. We will advise prior to Shipments of any additional fuel surcharge requirements. Extraordinary delays at borders will be subject to waiting time charges. Any quotations converted to Canadian funds will be subject to adjustment at the date of deposit or may be paid in US funds without adjustment.**
- 24.) **Quotation includes private escorts as per provincial and state DOT transportation regulations at time of quote; if any additional escorts are required charges will apply.**
- 25.) **Any additional conditions set forth by a Province or State will be charged at cost plus 15%. For example: traffic management plans, utility companies, extra escorts, flaggers, newspaper ads or radio announcements, etc.**
- 26.) **All quotes include fuel surcharge unless otherwise stated on quotation.**
- 27.) **Detention will be assessed on a per hour basis and is tiered based upon the type of equipment used.**



- 28.) **Written notice is required 60 days prior to the commencement of any moves. Purchase orders and documentation for support letters must be provided when needed.**
- 29.) **All Quotes are valid for 30 days from date prepared.**
- 30.) **Any work done by Accord Express Logistics on behalf of the customer i.e. Marine Surveys, Engineering studies or any other third party will be charged at cost plus 15%.**
- 31.) **Accord Express Logistics shall have the right to stop the operation of equipment rented under this agreement at any time or remove from the customer's project site, without any liability to the customer, if Accord Express Logistics deems it advisable to do so for the safety and protection of the equipment operator, any other person, the equipment rented under this agreement or any other property. Should any service provided under this agreement be hindered, interrupted or delayed by any mechanical breakdown or defect of the equipment rented under this agreement, fortuitous event, Act of God, or any other cause beyond the control of Premium Ventures Inc. such as a labor dispute, the impossibility of or delay in securing are placement part, fire, flood, riot, or any other such cause, Premium Ventures Inc. shall be relieved of its obligations under this agreement for the duration of such hindrance, interruption or delay and the customer shall not be entitled to claim any damages from Accord Express Logistics, suffered by reason of any delays or interruption contemplated by this Article 11. The customer hereby grants permission to the company to enter its property in order to remove its equipment without becoming liable for damages for trespass, breach of contract or otherwise.**
- 32.) **When any equipment rented under this agreement is to be placed on board any barge, ship or other vessel, the customer will provide sufficient notice to Accord Express Logistics to enable Accord Express Logistics to arrange appropriate marine insurance. Premium for such insurance shall be charged to the customer together with the cost of "on hire" and "off hire" surveys by a marine surveyor selected by Accord Express Logistics at cost plus 15%.**
- 33.) **Order of Precedence-in the event of any conflict or inconsistency between the proposal, quotation or order confirmation and these general terms and conditions, the proposal, quotation or order confirmation shall take precedence and govern.**