



TAR 019-2019

TARIFF 019 - Rules and Regulations

019.001 CURRENCY & BILLING

Unless otherwise agreed on, all rates and charges for shipments within Canada and going to/ from the United States will be billed in Canadian Currency and all shipments which ship within the United States will be billed in US Currency. Payment Terms extended are "net 30 days" on all invoices unless other arrangements have been made in writing. Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered.

019.002 UNFORESEEN EXPENSES

The Carrier/Broker (Two Points Logistics and its common carriers) are entitled to be compensated for any and all expenses, charges, fees, penalties, fines, tolls, public charges, etc incurred through the performance of a transport service. These charges will be assessed against and shall be paid by the customer. The carrier/broker may assess a service fee in addition to the expenses.

019.003 PALLET RULES

1. A Standard pallet shall be considered to be 4 x 4 x 4 (48 x 48 x 48). If a pallet is larger in either length or width or height; it will be considered to be an oversize pallet. ie. A pallet which is 60 x 48 would be considered two pallet spots.

2. Pallet Rates are based on a maximum of 1200 lbs for local/city work and 1700 lbs for long haul transport.

3. Stackable pallets must be stacked and shrink wrapped together as one unit to be rated as one pallet, otherwise standard pallet rates will be applied. The BOL must also correlate with this.

ie. 4 pallets wrapped into 2 spots (Dimensions must be included at time of booking



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019.004 ORDER REQUESTS

An order consists of an instruction by a client to perform a pick up and/or a delivery. An order will not be considered to be accepted by Two Points Logistics without the following information. All order requests must be sent to Orderdesk@twopointslog.com or Dispatch@twopointslog.com. All orders must have the following information:

- * Shipper and receiver full address
- * Shipper and receivers phone number and email address
- * Shipper and receiver hours of operation
- * Proper instruction if an appt is required and who to contact to make the appt
- * Customs broker to be used for specific shipment
- * Skid count, skid size and total weight of shipment including pallets

Should this information not be submitted with the order request, Two Points Logistics will bill an additional \$20.00 service charge as this often takes a fair amount of time to contact a company and get this information.

019.005 LOADING AND UNLOADING

Our carrier will provide the equipment requested and one driver for a designated load. The driver will be instructed to not touch the freight unless previous arrangements have been made to have a driver either load/unload or assist with this process. An additional charge will be applied for this service. A driver maintains the right to refuse loading/offloading if he seems the situation to be unsafe.



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019.006 ADDITIONAL LABOUR/ LUMPER

When requested by a shipper/receiver or client for extra labour to load/offloaded a shipment, there will be a min. \$50/hr charge per person with a minimum of 4 hours per person (based on regular business hours)

019.007 DROP TRAILER CHARGES

All shipments requiring drop trailers, must be arranged in advance of the shipment moving. There is an additional fee for this of \$150.00 minimum for local, but may be higher depending on location. For locations outside of a central service zone (beyond point) , there will be an additional min. \$100/day charge for storage will be applied for a drop trailer, which will begin on the day the shipment is dropped and end on the date the trailer is available for pick up. Shipments requiring a drop trailer with temperature control will be subject to additional reefer fuel charges.

019.008 LIFTGATE SERVICES

Liftgate service is available in most areas, but must be requested at time of quoting.

Charges within Canada are billed at \$75.00 flat per shipment and \$100 flat per shipment in the United States. The service includes the driver moving the freight from either the load area to truck or truck to load area entrance. Additional services including driver assist and placement of freight within a unit can be arranged, but must be done so in advance and are subject to additional labour charges.

Please check with dispatch to confirm a liftgate is available in the area needed. We will also require the pallet dimension and weight capacity on liftgate varies.



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019/009 DETENTION CHARGES

When a vehicle is delayed or detained and a shipper or receiver takes longer than the standard free time allotted, the following extra charges will apply.

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| 1 - 5 skids | 30 minutes free |
| 6 - 15 skids | 1 hour free |
| Local FTL | 1 hour free |
| FTL | 1 hour free on appt/2 hours free on open window |

Allotted time starts once a driver arrives on site or with a shipment with an appt. The beginning/start of the free time will commence regardless of whether the shipper/receiver has begun to offload.

Completion of a shipment will be considered upon receipt of signed paperwork to the driver ie., If a load is completed and the driver waits additional time to receive their paperwork - the detention will continue until the paperwork has been given to the driver.

The driver/carrier/broker is not responsible for notifying a client at the time of delivery of a delay. A BOL showing time in/out will be provided with the invoice to show the charges being levied for any detention times.

Wait time charges are billed at a minimum of \$50. per hour for regular daytime deliveries on dry freight. After hours and weekend deliveries will be subject to a minimum of \$75.00/hour.

Specialty equipment charges including refrigerated units, flatbeds, rolltites, step decks, lowboys and curtainsides are billed @ \$100/hr.



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019-010 RESIDENTIAL/ NON COMMERCIAL PICK-UP DELIVERIES

Shipments which are picked up at or delivered to Residential / Non commercial locations will be subject to additional services. (this includes homes, condominiums, estates, farms, ranches and other location in which a full size trailer unit cannot easily access. All shipments outside of commercial zones should be included in any order/rate request.

019-011 RECONSIGNMENT

Any requests to change the location of a delivery of a shipment once loaded and in transit will subject to additional costs. This includes the following :

- * Change in Name of consignor/consignee
- * Change in address of delivery, change in destination point, refused shipments bring returned to the original shipper, mislabeled freight needing to be re-routed.

Requests for reconsignment must be made in writing. Two Points Logistics must be satisfied that this request is being made by a party authorized to do so. Two Points Logistics will make an effort to have the shipment reconsigned with the carrier, but is not responsible if the carrier is unwilling to perform this. Only entire shipments can be reconsigned. Portions of shipments may not be reconsigned. Reconsignment can take up to 48 hours Bonded shipments cannot be reconsigned.



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019-012 RE-DELIVERY

A carrier will not be responsible for completing package/box and or bag counts on shipments. The carrier will be responsible for ensuring the total amount of pallets they have been assigned to pick up are loaded. Should you require an individual bag count to be done - Two Points Logistics must be notified in advance to the pick up and hourly driver charges will apply for this service.

019-013 FINES

All fines related to a shipment must be sent in writing prior to each shipment being accepted by Two Points Logistics and must include the allowable delivery time and cost of fine. Two Points Logistics maintains the right to refuse a shipment based on fine or the fine itself, which would be conveyed to the client at this time. Shipments that include fines for late arrival may also have an additional load cost.

Fines will not be accepted due to delays due to weather, road closures, break-down and unforeseen events in which a driver has no control over. If notice is given 2 hours prior to an appt of a delay, Two Points logistics will not accept fines.

019-014 REFUSED AND RETURNED FREIGHT

If a shipment is refused by a consignee, Two Points Logistics will notify the client of the situation including the reason for the refusal. Arrangements can be made at this point by the client as to where the shipment will need to be brought to. Additional charges will be levied for this service including detention, storage and cost to bring the goods to either the shipper or a new location



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019-015 DELIVERY BY APPOINTMENT

Any shipment in which we or our carrier is required to make appt for a specified time or date which is outside of their normal delivery schedule, including any requirement in which the carrier must call ahead/contact a shipper or receiver prior to delivery, shall be considered an appointment and is subject to the following charge of \$25.00 per appt min.

019-016 DEAD LOAD CANCELLED SHIPMENT

Should a shipment be cancelled within 4 hours of a pick up time, there will be a \$50.00 miss pick charge levied. Should a shipment be cancelled with less than 4 hours notice or while a driver is on route or on site to pick up , there will be a dead load charge of a min. of \$250.00. For a full/partial load in which the driver is on site to load and does not have the time / ability to recover additional freight, the carrier may charge up to the full value of the load. This will be determined on a load by load basis and at the carrier discretion.

019— 17 TRADE SHOWS, EXHIBITIONS AND CONVENTION CENTRES.

Two Points Logistics is able to locate transport companies which are able to service these types of locations. Standard Rates do not apply for pick up and/or delivery to these locations. Please inquire for a rate quotation for this type of shipment.

019-018 RATE QUOTATIONS

All spot rates are valid under an availability basis. Long term rates are valid for up to 30 days unless written otherwise.



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019-019 CLAIMS/REPORT OF DAMAGED PRODUCTS

All claims must include the following information in order for us to proceed with claiming against the carrier.

1. Damaged product must be kept aside for the carrier or the carrier's insurance company to review and collect should the claim be accepted.
2. The Bill of Lading must have the # of pieces damaged writing clearly along with printed Name of the receiver and the date the shipment was received.
3. Photographs of the damaged bags on and off the skid are recommended as this will facilitate how the damages occurred
4. It is the onus of the broker/client to prove the carrier is responsible for any damages. Damages on shipments in which a trailer is sealed will not be the responsibility of the carrier.
5. Should a receiver take in a product in which the damages are not visible, but inside the skid; they must take pictures of the damaged on the skid and notify Two Points Logistics immediately.
6. A copy of the invoice showing the cost of the product or in the case of a manufacturer, documentation showing the cost to produce the product. A carriers liability is limited to the cost to replace a product. A sale price for the product will not be accepted as a claim amount.



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019-020 Limits of Liability

In no event shall the carrier be liable to pay any party for loss of profit, income, interest, attorney fees, or incidentals, consequential, special or punitive or exemplary, whether or not the carrier knew or should have known that such damages might be insured by a shipper, consignee or a third party. Should this value be beyond the \$2.00/per lb liability limit - additional insurance must be purchase and may be billed automatically.

Unless the shipper declares excess value on the Bill of Lading, requests excess Liability coverage, pays an additional charge, the carriers maximum liability is \$2.00 per pound per individual loss or damaged piece within the shipment, subject to a \$150,000 maximum total liability per shipment