



P.O. Box 25101 RPO West. Brantford, Ontario, Canada, N3T 6K5 | toll-free (800) 363-5557 | fax (519) 754-0226

TERMS AND CONDITIONS

1.

By accepting shipments or instructions for freight pick up, Ontario Delivery Dispatch Ltd. agrees to do all within its power to perform the service desired by the customer. Liability for failure to meet its customer's obligations and requirements is limited to the cost of the transportation portion provided by Ontario Delivery Dispatch Ltd.

2.

Most customers are self insured and do not wish to be charged excess value fees. Unless instructed in writing by the customer that they desire to be indemnified for the actual or declared value of shipment, Ontario Delivery Dispatch Ltd. will not charge for excess value and likewise will not be liable for the greater of \$0.50 per lb. of the lost or damaged portion of a shipment or \$50.00 regardless of the declared value listed on alerts or delivery receipts. Under no circumstances will Ontario Delivery Dispatch Ltd. be liable for any consequential damages due to delays, loss, or damage. Shipper agrees that rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby, unless covered by a separate contract. Accordingly, the shipper agrees that in the event it desires coverage for loss, it will obtain insurance and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights for, and on behalf of, such insurance carrier. In the event the shipper fails to obtain such a waiver, the shipper will defend, indemnify, and hold harmless Ontario Delivery Dispatch Ltd. and any carrier retained by it with respect to claims made by the shipper, consignee, or third party. Regardless of the declared value listed on alerts, carrier's paperwork, or delivery receipts, Ontario Delivery Dispatch Ltd. will not be responsible for any loss or damage greater than \$10,000 unless approved, in writing, by the owner the company.

3.

For and in consideration of the transportation services provided, the customer agrees to pay Ontario Delivery Dispatch Ltd. the agreed upon charges. All freight charges are due and payable 30 days from the date of invoice. Invoices paid later than 30 days from the invoice date are subject to an interest rate of 1.5% per month plus and all collection, attorney, and court fees. Past-due invoices will cause credit to be suspended without notification to the customer. Shipments handled while credit is suspended are subject to FCCOD (freight charges collect on delivery). If credit is suspended, shipments picked up will not be dropped off or transferred to another carrier or delivered to the consignee until charges are paid. Should the consignee refuse to pay collect charges or refuse shipment, the shipper shall assume all responsibility for any and all charges for the shipment.

4.

The shipper agrees that all shipments are properly labeled and packaged to withstand normal transportation handling.

5.

All shipments picked up or to be delivered are subject to re-weigh or re-check of dimensions.

6.

All claims must be made in writing by the payee of the transportation charges within 15 days of acceptance of the shipment by the consignee. Shipments and packing materials must be available for inspection. All transportation charges for a shipment must be paid before any claims will be resolved and settled.

7.

Ontario Delivery Dispatch Ltd.'s waybill is the bill of lading of choice. Any other document used in tendering shipments is to be considered only a receipt for shipment. Information on alerts are subject to the terms and conditions of Ontario Delivery Dispatch Ltd.

8.

Ontario Delivery Dispatch Ltd. needs your support and appreciates your business. If you cannot agree to any of the above terms and conditions, please do not tender shipments or request pick up of shipment. Terms and conditions will not be re-negotiated after the fact in case of a dispute or claim. If continued business relationship depends on something contrary to these terms and conditions, please negotiate it in writing before tendering shipments. These terms and conditions can only be changed by way of negotiated contract signed and approved by the owner of Ontario Delivery Dispatch Ltd. In the event Ontario Delivery Dispatch Ltd. has to retain an attorney or commence legal proceedings to enforce any portion of, or all of this contract, the shipper and / or consignee shall be liable for all cost and reasonable attorney fees.