

ATRIPCO DELIVERY SERVICE - GENERAL CONDITIONS

- a) **Collect Shipments:** All freight charges are to be prepaid or guaranteed by the shipper if shipment is sent Collect.
 - b) **Packaging / Additional Handling:** All shipments must be properly packaged and labeled including special markings as applicable (e.g. Fragile). Atripco assumes no liability for loss or damage or delay due to improperly labeled or packaged goods, and glass. An additional charge may be applied.
 - c) **Notice of Claim:** The carrier is not liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of the origin, destination and the date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of the goods or in case of failure to make delivery, within nine (9) months from the date of shipment
The final claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.
 - d) **Limitation of Liability:** The amount of any loss or damage for which the carrier may be liable, shall not exceed \$2.00 per pound (or \$4.41 per kilogram) computed on the total weight of the shipment not to exceed \$250.00 unless a higher value is declared (Maximum \$1,000.00) on the face of the shipping record by the consignor (for an additional charge of 2.5% of the declared value), and it is further agreed as a special agreement, and notwithstanding any disclosure of the nature or extraordinary value of the goods, including glass items, the amount of any loss or damage, including without limitation consequential, incidental or indirect damages including loss of earnings or profits, in any manner resulting, whether or not from negligence or gross negligence, from loss or damage to the goods and/or mis-delivery, failure to deliver or delay in delivery of the goods, (including tenders), for which carrier may be liable to the consignor, owner, consignee and/or any third party whether in contract, tort or otherwise, shall in no event exceed in the case of fundamental breach by the carrier, the greater of an amount equal to the carrier's maximum liability aforesaid and the amount of all freight and other charges paid hereunder, and in any other case, an amount equal to carrier's maximum liability aforesaid.
 - e) **Additional Coverage** in excess of \$1,000.00 may be arranged but must be authorized in writing by the carrier.
 - f) **Waiting Time / Helper:** Delay or waiting time, which is not due to negligence, fault or disability of the carrier, will be charged at \$32.00 per hour or part thereof for a car, \$42.00 per hour or part thereof for a van, \$49.00 per hour or part thereof for a straight truck and \$54.00 per hour or part thereof for a tractor. A helper will be charged at \$25.00 per hour (minimum 2 hours)
 - g) **"No Pick Up" Service Charge/ Cancellation :** If there is no shipment when our driver arrives at the pick up location a service charge will apply:
 - 1) For pick-up attempts within the Greater Toronto Area, 50 % of the full tariff rate will apply (minimum charge \$6.00)
 - 2) For pick-ups beyond the Greater Toronto Area / Zone Map - full tariff.
 - 3) For cancelled orders 50 % service charge will apply, unless service cancelled within 30 min for Emergency, 1 hr for Rush and by 1PM for Sameday (Maximum charge Car \$30.00 , Van \$50.00)
 - h) **Fuel Surcharge: Within the GTA** For each \$.01 increase or decrease in the price of unleaded fuel over \$.93, there will be a \$.0245 fuel surcharge for *Courier / Next Business Day Delivery Service*, and a \$.0443 fuel surcharge for *Emergency / Rush / Same Day Delivery Service* added to each delivery transaction. For every \$.01 increase or decrease in the price of diesel fuel over \$.85/ltr there will be a \$.364 fuel surcharge added to each delivery transaction. **Beyond the GTA** For every \$.01 increase or decrease in the price of unleaded fuel over \$.93, there will be a \$.00243 fuel charge for cars, \$.00314 for mini van and \$.00429 for cargo van for one way kilometers travelled. For every \$.01 increase or decrease in the price of diesel fuel over \$.85 there will be a \$.0117 fuel surcharge for trucks for one way kilometers travelled. The price of fuel will be monitored on the Ontario Ministry of Energy website and will be adjusted up or down on a weekly basis.
- SPECIFIC TO COURIER SERVICE / NEXT BUSINESS DAY DELIVERY:**
- i) **Cubing:** (example) Height (20") x Width (38") x Depth (20")= 15200 cubic inches Divided by 166 = 92 lbs
Rates are applied to the greater of the cubed weight or the actual weight of the shipment.
 - j) **Proof of Delivery:** To meet your delivery expectations, shipments may be left in a secure location without a signature. If a signature is mandatory, please indicate S/R (signature required) on the shipping record (bill of lading, electronic transaction, or shipping manifest) and a charge of \$3.30 may be assessed. For deliveries requiring a second attempt an additional delivery charge may be assessed and for some residential postal codes an additional fee of \$2.95 may apply.
 - k) **Address Correction:** If Atripco is unable to deliver any package because of an incorrect address, Atripco will make every reasonable effort to secure the correct address. A full second delivery charge will apply to the effected shipment.
 - l) **Extended Area Surcharge:** Shipments destined to some rural delivery postal codes may be subject to extended area surcharge.
- SPECIFIC TO EMERGENCY / RUSH / EXPEDITE / SAME DAY DELIVERY SERVICE:**
- m) **Return Shipments:**
 - 1) For deliveries within the GTA; each delivery is treated as a separate order.
 - 2) For deliveries beyond the GTA; 50% of the original rate will be charged plus any applicable waiting time.
 - n) **After Hours:** Defined as any order initiated and/or started after 6:00 pm and before 7:00 am, Monday to Friday or any time on
 - o) **Saturdays, Sundays or Holidays.** After hour rates are based on our Emergency Tariff plus:

50 % surcharge between 6:00 pm until midnight Minimum Car/Van \$79.50, Cargo Van \$99.50	50 % surcharge between midnight & 7am Minimum Car/Van \$79.50, Cargo Van \$99.50	50 % surcharge for weekends and holidays Minimum Car/Van \$79.50, Cargo Van \$99.50
Truck, Tractor Trailer 50 % surcharge	Truck, Tractor Trailer 100 % surcharge	Truck, Tractor Trailer 100 % surcharge
- p) **Shipments Enroute** Defined as multiple shipments destined to the same general vicinity
 - 1) For deliveries within the zone; each delivery is treated as a separate order.
 - 2) For deliveries beyond the Zone Map, the tariff per kilometer rate to the furthest point plus \$30.00 will be charged for each additional stop on route. Distance will be calculated using Microsoft MapPoint.
 - q) **Vehicle Capacity**
Car – up to 200 lbs, 2x2x2 Mini Van – up to 750 lbs, 3x3x3 Cargo Van – up to 1500 lbs, 4x4x4