



## VALUE ADDED SERVICES and RULES

**TARIFF: 101**

1. **After Hours Delivery or Pickup:** Shipments that require delivery or pickup outside our regular business hours of 6.00 AM to 6.00 PM, will be subject to a surcharge of \$100.00. **Saturday, Sunday or Holiday Pick-up or Delivery:** Minimum \$250.00 per vehicle used to the local terminal city limits only. Additional charges will apply for deliveries beyond this service area
2. **Application:** Rates will apply only to the account named in the quotation and are deemed to be for domestic Canadian shipments governed by Provincial Motor Carrier conditions of carriage in effect at point of origin and are subject to our rules tariff 101 or exceptions as noted on specific quotations, amendments or contracts. Rates are in Canadian funds unless otherwise indicated and do not include taxes
3. **Appointment Delivery:** Any shipment where a delivery appointment is made by the shipper (Prebooked Appointment), a surcharge of \$100.00 will apply for this service to be coordinated. In the event of a missed appointment, which is the responsibility of carrier, maximum liability will be waiver of this surcharge. If carrier must arrange for a delivery appointment, a charge of \$ 15.00 may apply. Appointment charges shall be subject to payment by the party paying the freight bill.
4. **C.O.D. Fee:** 6 Percent of the C.O.D. amount. Minimum charge \$25.00. C.O.D. amount must be identified in designated area of the bill of lading. **C.O.D. Cancellation** a charge of \$25.00 per occurrence will be assessed.
5. **Cancellation:** The expiry date is as indicated on the quotation; however, either party may cancel this rate agreement with 30 days notice or in the event of inactivity, without notice
6. **Cargo Claims:** Rates of Western Canada Express and Apex Motor Express are based on no carrier liability for cargo claims \$50.00 and under
7. **Change of Terms – Bill of Lading:** Must be authorized by consignor in writing. A charge of \$15.00 per bill will apply
8. **Consolidated Rating:** Applicable only when indicated by the shipper on the original bills of lading and all other criteria listed herein are met. Same shipper, same pickup location, same day, same time, same pickup unit; same consignee, same delivery location, same day, same time and same delivery unit.
9. **Copies of Documents:** Bills of lading or proof of delivery there will be no charge if obtained from our web sites. When copies of documents (example bill of lading or proof of delivery) are requested directly from us, a charge of \$5.00 per document, minimum charge \$15.00 will apply.
10. **Dangerous Goods:** Shipments moving under the Regulations of the Transportation of Dangerous Goods Act or Title 49, a surcharge \$ 15.00 per shipment will apply. **Not Accepted for Transport** - Class 1 explosives (except 1.4S and 1.4G), Class 2.3 Toxic Gases, Class 6.2 infectious substances, Class 7 radioactives (unless it is declared as an excepted package), and Class 9 industrial waste
11. **Detention of Motor Vehicle with Power Units at Pick-up or Delivery:** Billed Weight: Under 10,000 lbs free time one hour (does not void tailgate equipment charges), over 10,000 lbs free time two hours. Excess time charged at \$15.00 per ¼ hour. Waiting time on consolidated deliveries will be subject to the free time per consolidated delivery and charges will be pro-rated based on per shipment basis.
12. **Detention of Vehicles without Power Units:** A charge of \$ 75.00 per day. Free time 24 hours
13. **Fuel Surcharge:** Subject to fuel surcharge in effect at time of shipping
14. **Flat Bed Pickup, Delivery or Tarping** must be arranged at a pre-negotiated additional charge, but subject to equipment availability. When pre arranged, these services must be identified on the original bill of lading.
15. **Handling and Sorting at Carrier Facility:** \$1.50 per piece – Minimum Charge \$ 25.00
16. **Handling, 3<sup>rd</sup> Party:** Where the consignee provides labor for off loading a vehicle and subsequently invoices the delivering carrier for this service, the carrier will charge \$0.27 per piece – Minimum Charge \$45.00 – Maximum Charge \$ 162.00 to the supplier. Carrier shall have no liability for consignee unloading labour expenses. Individuals employed in unloading are under the exclusive supervision and direction of the consignee
17. **Heat Service:** Provided during announced heat seasons: **Apex Motor Express** 10 Percent of freight charges, minimum charge \$15.00; **Western Canada Express** 15 Percent of freight charges, minimum charge \$20.00. Heat service and charges apply when heat service requested on bill of lading. Heat service avoids product freezing only. Products subject to deterioration or liable to separate or congeal at temperatures 32 degrees F (0 degrees C) or above subject to owners risk. Refer also to item 26.
18. **Liability:** Carrier will not undertake liability for any costs or penalties arising from late deliveries, early deliveries or missed appointments

**CONTINUED ON THE REVERSE**

- 19. **Loading, Unloading and Inside Delivery:** Consignor or consignee is responsible for loading or unloading large, heavy or bulky articles from vehicles. Carrier will provide only one employee (driver) per vehicle, unless additional labour pre arranged. **Extra Labour:** \$45.00 per hour, per employee – Minimum Charge 4 hours. **Freight to be unloaded at delivery site directly adjacent to vehicle.** If delivery is required beyond vehicle, with carrier employee rendering assistance, extra charge: \$4.50 per cwt actual weight, Minimum Charge \$45.00 will apply in addition to all other applicable charges. Driver or carrier employee(s) rendering assistance in loading or unloading will be deemed to be operating under exclusive direction and control of the consignor or consignee
- 20. **Minimum Packaging Requirements & Rules:** Western Canada Express: Railway Association of Canada (RAC) tariff 6000 applies. Apex Motor Express: National Motor Freight Classification (NMFC) 100 Series applies
- 21. **Off-route/rural pickup or delivery:** Subject to additional charges and billing may occur following the initial invoice
- 22. **Oversized Shipments:** Shipments that the carrier determines as oversize by either length or width; and which prevents proper utilization of a unit, will be subject to a surcharge of 30% over and above the filed tariff and/or quoted rate
- 23. **Owners Risk of Damage:** Applies to inadequately packaged goods, used goods or articles, trade show articles and cases and personal effects.
- 24. **Pallet Handling; C.P.C.'s:** Empty pallets returned will be assessed an administration fee of \$ 3.00 per pallet. Shipper must follow C.P.C. billing format. No carrier liability for pallets retained by consignees or where "Shipper/Carrier C.P.C. Pallet Control Agreement-Form A" terms not followed by shipper
- 25. **Private Residence and Farms Pickup or Delivery:** \$1.75 per cwt – Minimum Charge \$35.00.  
Vancouver BC: \$1.75 per cwt - Minimum Charge \$50.00
- 26. **Protective Service:** Temperature controlled services are not provided. Heat service only as defined in 17. Owners risk of damage applies to perishables or to goods that may be damaged by elevated temperatures or that may require controlled elevated temperatures.
- 27. **Re-Delivery:** Billed Weight: \$3.55 per cwt. - Minimum \$25.00 - Maximum Charge \$175.00
- 28. **Restricted Commodities:** Articles and commodities as identified in CN Rail Tariff's 9100 and 6800 or supplements thereto. Rules, regulations and penalties as outlined therein apply. No restricted commodities knowingly accepted and commodities that may contaminate the cargo of others or carrier equipment not to be tendered by consignor. Consignor shall indemnify the carrier from any loss, claim or cleaning cost that may arise through the shipment of a restricted commodity.
- 29. **Sortation/Handling at distribution centers:** When the carrier is required to provide labour for sortation/handling of product at distribution centers, the following charges will apply:
 

Minimum	LTL	1000	2000	5000	10000	Maximum
\$20.00	\$3.75/cwt	\$2.75/cwt	\$2.25/cwt	\$1.75/cwt	\$1.25/cwt	\$160.00
- 30. **Specialized Service/Courier Charges:** Delivery or pickup requiring non standard equipment is subject to an additional charge.
- 31. **Storage Per Day:** Billed Weight: \$1.25 per cwt. - Minimum Charge \$25.00 per day. Free time: 24 hours from shipment availability.
- 32. **Tailgate Charge:** \$1.75 per cwt actual weight - Minimum Charge \$35.00 - Maximum Charge \$125.00
- 33. **Terms:** Non credit accounts are payable at time of service. Net 25 days from invoice is offered on pre-approved credit accounts
- 34. **Valuation:** Valuation declared in excess of \$2.00 per pound will be charged at 3 % of the excess value, subject to a minimum charge \$2.50 per shipment. Maximum carrier liability \$2.00 per pound unless a higher value is declared on the bill of lading. Under no circumstances shall a shipment be tendered to the carrier with a value exceeding \$15.00 per pound. Maximum carrier coverage/liability shall not exceed \$15.00 per pound for any LTL shipment, \$100,000.00 maximum or \$100,000.00 maximum for an exclusive use trailer move, whether or not a higher value is inadvertently declared at time of shipment. Articles of extraordinary value are not provided carrier coverage beyond these limits. Relative to used goods, inadequately packaged goods, trade show articles and cases, and personal effects carrier liability shall not exceed \$0.10 (ten cents) per pound per article. Declared value amount must be identified in designated area of the bill of lading. Excess valuation calculation is based on actual shipment weight and not the cubed weight.
- 35. **Warehouseman's Liability:** Applies to any shipment held in storage or beyond free time through no fault of the carrier
- 36. **Web Sites:** Individual agreed rates, with some exceptions, are available at our web sites at no charge

[www.westerncanadaexpress.com](http://www.westerncanadaexpress.com)

[www.apextl.com](http://www.apextl.com)

- 37. **Weight/cube: Shipping** weight will be considered as the gross weight and will include the skid weight and any packaging weight. All shipments are subject to a re-weighing and measurement audit by the carrier and at the carrier's discretion. If the shipper's declared weight or declared cube is found to be understated, a surcharge may apply in addition to applicable rates based on actual revised weight or actual revised cube.