



# DFS Projects

## DFS Projects Inc. - Standard Terms and Conditions for Customers/Clients

1. Application: All business conducted by DFS Projects Inc. (referred to as “Company”) is accepted and handled subject to these Standard Terms and Conditions. In these conditions "Client" or “Customer” means the person at whose request or on whose behalf Company undertakes any business or provides any service. These conditions shall be read subject to any compulsorily applicable legislation. These conditions shall not be deemed to be a surrender by Company of any of its rights or immunities under such legislation. If any part of these conditions are repugnant to such legislation such part shall be severable.

2. Quotations: Quotations are given by Company on the basis of immediate acceptance and are subject to withdrawal or revision. Company may after acceptance revise quotations in the event of changes outside its control.

3. Company’s Responsibility and Undertaking: Unless otherwise stated **Company is acting as agent on behalf of the Client**. Where Company is acting as a principle and issues a bill of lading or similar document of title these terms and conditions shall be paramount in governing the relationship between Company and the Client.

Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment within a reasonable time. Except under special arrangements, which shall be in writing, Company accepts no responsibility for delay or for departure or arrival dates.

Company shall be permitted to depart from the Client’s instructions where reasonably required. Company shall be entitled to reroute goods where reasonably required.

### 4. Client’s Responsibility and Undertaking

- a) The Client expressly authorizes Company to enter into contracts with carriers and other transportation service providers on behalf of the Client for the carriage, storage, packing, handling or customs clearance of the goods by any person, or at any place, and for any length of time.
- b) The Client warrants that the description and particulars of goods furnished to Company are accurate and complete.
- c) The Client undertakes to advise and warn Company if the goods are liable to taint or affect other goods.
- d) The Client warrants that the goods have been properly and sufficiently packed, labelled, prepared, and marked for the intended mode, method, route and time of transportation.



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- e) The Client warrants that the goods are not dangerous or hazardous as defined in any legislation. Client shall advise Company in writing if the goods are dangerous or hazardous. Such goods shall only be offered to Company for transportation under special written arrangement.
- f) The Client warrants that where it supplies the vehicle or container for transportation of the goods such conveyance unit shall be transportation worthy, suitable for the carriage and has been properly and competently loaded.
- g) The Client warrants that the goods are not bullion, coin, precious stones, jewelry, valuables, antiques, pictures, human remains, livestock, bank notes, bonds, negotiable instruments, securities, or plants. Such goods shall only be offered to Company for transportation under special written arrangement.
- h) The Client warrants that the goods are able to withstand the normal rigors of the transportation mode employed.
- i) The Client warrants that it has authority to bind the shipper(s) or consignee(s) as the case may be to the terms of this agreement for the services requested.

5. Client Indemnification to Company: The Client agrees to indemnify and hold harmless Company for:

- a) All duties, taxes, payments, fines, expenses suffered or incurred by Company in the performance of its obligations;
- b) All losses, damages (including physical damage) and liabilities in excess of the liability of Company in accordance with these conditions suffered by Company in the performance of its obligations or to which Company is claimed against by third parties;
- c) All freight, duties, charges or other expenses whether payable by the shipper or consignee or other person;
- d) All claims of a general average nature and / or maritime salvage and security for same; and
- e) All loss, damage or delay caused by the failure to disclose that the goods are dangerous, hazardous or of a damaging nature. The goods may be warehoused at the client's risk and expense.

6. Notice: Any claim by the Client against Company shall be made in writing as soon as events which may give rise to a claim are known to the Client and in any event the lesser of:

- a) no later than the applicable legislation to the mode of carriage involved;
- b) within 60 days of the loss and/or damage to the goods or the date when the goods should have been delivered or from the date when the event giving rise to a claim arose; and



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Such notice shall set out particulars of the origin, destination, date of shipment and nature of the goods and the estimated amount claimed. If such notice in writing is not given the claim shall be absolutely barred. All freight must be paid prior to any claim being made, otherwise the claim shall be absolutely barred.

7. Suit Time: Company shall be absolutely discharged of all liability whatsoever howsoever arising in respect of any service provided or undertaken to be provided to the Client by Company unless the notice provision of these conditions has been complied with and suit be brought against Company within nine months from the date of any event or occurrence alleged to give rise to a cause of action against Company.

8. Insurance: Company is not an insurer of the goods or services. Company shall not, except under special arrangement, effect insurance for the goods or services provided. Where the Client requests Company to obtain insurance, Company will do so as agent for the Client. Such a request for insurance must be in writing and must be confirmed in writing by Company. Even where insurance is obtained these standard terms and conditions shall apply to the relationship between Company and the Client.

9. Liability of Company: Company shall be liable for loss of or damage to the goods occurring between the time when and only if Company physically takes the goods into its charge and the time Company physically delivers the goods to the Client, or other party including actual carriers. Company shall not be liable for loss of or damage to the goods occurring while the goods are in the care, custody or control of others, including sub-contractors or other transportation providers it engages for or on behalf of the Client. In no event shall Company or the carrier be liable for any loss or damage if such loss or damage was caused by an act of God, the Queen's or public enemies, riots, strikes lockouts or restraint of labour, a defect in the goods, inherent vice of the goods, insufficient or defective or improper packaging or labelling or marking of the goods, an act or default of the consignor, owner or consignee, authority of law, or quarantine or difference in weights of grain, seed or other commodities caused by natural shrinkage. No claim shall be made on any grounds whatsoever against any employee, officer or director of Company.

10. Limitation of Liability: The liability of Company shall be the lesser of:

- (a) \$2 per pound multiplied by the number of pounds or fraction thereof, of the cargo which may have been lost, damaged or destroyed;
- (b) the actual value of such piece(s) at the place of origin including the freight and other charges if paid; and
- (c) the limitation of liability of the actual carrier in whose possession the goods were lost or damage.

11. Liability of Actual Carrier:

The actual carrier of the goods engaged to transport the goods shall be liable for the full value of the goods up to a maximum liability of \$100,000 and thereafter subject to the limitation of liability of the actual carrier



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in whose possession the goods were lost or damaged. Limitation of liability over \$100,000 shall be according to the mode of transportation:

- a) For air shipments – pursuant to the Montreal Convention;
- b) For ocean shipments – pursuant to the Hague/Visby Rules;
- c) For rail shipments – pursuant to rail carrier’s tariff or confidential contract.
- (d) For truck shipments – pursuant to the uniform conditions of carriage in provinces with legislation, failing which Ontario Regulations would apply.

Shipments having an actual cost value in excess of \$100,000 per trailer will be considered as being of "high value" and will be subject to this limitation of cargo liability unless customer declares the value prior to tender and the parties agree to a different released value and rate in writing signed by an authorized officer of Company.

12. Consequential Damages: In no event (including but not limited to fundamental breach of contract, breach of fundamental term of a contract and the negligence or gross negligence of Company whether arising from damage to the goods, mis-delivery, failure to deliver or delay in delivery) shall Company be liable, whether at the suit of the party or parties contracting directly with Company, or at the suit of any third party and whether in contract or in tort, for indirect or consequential damages or for damages for the loss of use or for the loss of earnings or profit or for punitive, exemplary or aggravated damages.

13. Non-Receipt of Goods: Where the Client, or the consignee does not take delivery of the goods at the time and place of delivery contracted for, Company shall be entitled to store the goods in a public or licensed warehouse at the expense of the Client or consignee, without liability on the part of Company and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. On 21 days notice in writing to the Client or the consignee Company shall be entitled to dispose of the goods (by sale or otherwise as may be reasonable).

14. Moneys Due and Liens: The Client, the consignor, and the consignee are jointly and severally liable for freight. The Client shall pay to Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set off. Despite the acceptance by the carrier or Company of instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Client shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such consignee or other person when due. All goods (and documents relating to goods) shall be subject to a particular and general lien and right of detention for monies due either in respect of such goods or for any particular or general balance or other monies due from the Client or the sender, consignee or owner to the actual carrier or to Company. If any monies due the carrier or Company are not paid within one calendar month after notice has been given to the person from whom the monies



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are due and such goods are being detained, they may be sold by auction or otherwise at the sole discretion of the carrier or Company and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness and the carrier or Company shall not be liable for any deficiencies or reduction in value received on the sale of the goods nor, will the Client, the consignor or the consignee of such be relieved from the liability for payment merely because the goods have been sold.

15. Carrier Terms: Company is entitled to rely on the terms and conditions, including at law or by contract, imposed on or by any carrier which define and limit the obligations and liabilities of the carrier where such terms are more favourable to Company than the terms and conditions specified herein and in so far as those terms are not inconsistent nor contravene any law of the Province of Canada or any law of the United States of America compulsorily applicable to the carriage of the goods. The carrier terms and conditions are available for inspection from Company at its offices or upon written request and are deemed to be part of this contract.

16. Applicable Law and Arbitration: The parties hereto agree that all disputes, disagreements or differences between them relating to their business relationship with each other, including any dispute, disagreement or difference relating to the validity, enforceability or applicability of these terms and conditions to arbitrate, shall be submitted to final and binding arbitration. The arbitration shall be commenced by one (or more) party (or parties) delivering to the other party (or parties) a Notice to Arbitrate which shall set out a brief description of the dispute, disagreement or difference to be arbitrated and a summary of the relief claimed. The arbitration shall be conducted under the arbitration laws of Ontario, and specifically the *Arbitration Act (Ontario)* or the *International Commercial Arbitration Act, 2017*, SO 2017, c. 2, Sch. 5 (Ontario), whichever is applicable. The arbitration shall be conducted in Toronto Ontario Canada in the English language. This Standard Terms & Conditions shall be governed by the substantive law of Ontario. The arbitration shall be conducted by a single arbitrator who shall be agreed upon by all parties to the arbitration. In the event the parties cannot agree on an arbitrator, the arbitrator shall be appointed by an Appointing Authority. The Appointing Authority shall be the ADR Institute of Canada. The arbitration rules and procedures shall be as agreed between the parties. In the event that the parties fail to reach agreement as to the rules and procedures to be followed in the arbitration within thirty days of the appointment of the arbitrator, any party may apply to the arbitrator for a determination of the rules and procedures to be applied in the arbitration. The parties shall be entitled pre-hearing disclosure. The parties shall be entitled to obtain relevant documentary evidence which will assist it in making out its own case and which may assist the arbitrator in determining the facts upon which the arbitrator should render its decision.

17. Rates and Additional Terms: The rates and additional terms set out in Schedule A, attached hereto shall be part of this contract and may only be amended by agreement of Company and the Client.

18. Invoicing: Client shall pay Company for applicable freight charges and accessorial within 30 days of receipt of freight bill.



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Agreed to by \_\_\_\_\_ [ Client Name]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DFS Projects Inc.

\_\_\_\_\_ [Signature]

Date: \_\_\_\_\_



# DFS Projects

## SCHEDULE A – RATES AND ADDITIONAL TERMS

These Standard Terms and Conditions form part of any quotation provided to Client and by accepting a quotation the Client accepts these Standard Terms and Conditions.

All Rates provided are in Canadian funds including Fuel Surcharge, unless otherwise noted.

Rates are based on the information provided in quote request received from Client/Customer/Shipper and are subject to change based on the actual weight or dimensions at time of pick-up.

Rates are subject to equipment availability at the time of booking.

Rates are subject to change.

Rates are subject to applicable taxes.

Rates do not include any accessorial charges incurred.

DFS Projects Inc. and its Affiliates will not accept compliance fines of any sort.

Carbon surcharge: All orders are subject to a 2% carbon surcharge.

Quotations are subject to all appropriate permit approvals & conditions of such permits.

Proper import/export documentation is the responsibility of the Client. Delays resulting from improper documentation will become chargeable at the applicable hourly detention rate.

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Rates are based on all weights, dimensions, and information as provided by Client. Variations may cause a quotation to be null and void.

Rates include all special permits and private escorts of Carrier where required. Any off-route mileage resulting from road construction or other circumstances beyond Carrier control will result in additional charges. All utilities and police escorts required as a condition of permit will be extra as a charge + 15% administration fee.

Any special dunnage required is the responsibility of the Client.

Rates and services conditional on site accessibility. it is the customers responsibility to provide clear access to and from loading and delivery sites. Any towing or special equipment required to access sites will become the responsibility of the Client.

Rates are not valid during any "spring weight restriction periods" unless otherwise stated.

DFS Projects Inc. does not assume any responsibility for delays.

Any waiting time will be applied after a certain number of hours and charged out per hour depending on the type of equipment used and or if police and or private escorts are on standby.

if sitting per day at a maximum of 10 hrs / day plus layovers will be applied

Client is responsible of payment and or arrangement of un-decking/ assembly of multi axle trailers.

Provincial Transportation authorities may take anywhere from 3 to 15 business day to issue permits.

\*MTO has implemented a new rule - at 14'6" h and over, until the permit is approved, they may or may not attached utilities

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\*quotes / RFQ's / spot rates are based 250,000.00 cdn funds cargo

Mexican shipments: DFS Projects Inc. shall have no responsibility for shipments to and from Mexico. Mexican carriers have extremely low limitation of liability defences. Recovering for damage claims from Mexican carriers is difficult and the amounts virtually zero. DFS Projects Inc. cannot arrange for insurance for your shipments in Mexican transits.

Client is responsible for the payment and for arrangement of un-decking/ assembly of multi axle trailers.

DFS Projects Inc. can pay for this service to be reimbursed at cost.

Rates are not valid for direct discharge off of ships. Rates for direct charge of ships to be negotiated.

Rates are not valid for downtown Toronto. Also note, City of Toronto permits require a minimum of 15 days to obtain.

Used Self Propelled machines – DFS Projects Inc. requires 72 hours' notice.

Original title and or notarized certificate of origin, stamped " paid" in full, signed with a blue ink pen - must be at pickup location

ITN # must be filed by others customs broker

Waiting time at the border - 100.00 / hr with a maximum of 1200.00 / day

Hourly charges as noted – 2 hrs free, thereafter see below

Flatbed & Step decks = 100.00 / HR

Double drops = 115.00 / HR

Extendable trailers = 125.00 / HR

Multi floats = 185.00 / HR

Pilot cars = 85.00 /HR

**\*\* Maximum 12 hr days \*\***

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