

MIDLAND

Transport Standard Terms and Conditions

1. Rate Application: Rates apply only when billed to the named account(s). In rate agreements that contain per UNIT rates and per Hundredweight (CWT) rates for the same lane and same commodity, the per UNIT rates will take precedence.

2. Tariff Rate Application: The “MDL Rate Schedule” rates, Terms and Conditions, including cube application, will apply to lanes and commodities not published in this rate agreement. The “MDL Rate Schedule” is subject to a general annual increase effective January 1st of each year.

3. Cube Application: Rates within Ontario/Quebec, OR rates to or from Western Canada, are based on a cube factor of: 10 lbs per cubic foot or 1000 lbs per linear foot when 10 feet or more of trailer space is occupied.

All other rates are based on a cube factor of:

15 lbs per cubic foot or 1000 lbs per linear foot when 10 feet or more of trailer space is occupied.

Skids exceeding 72” in height will be cubed to full height of 96” (see Cubing Guidelines on www.midlandtransport.com for details)

4. Shipment Restrictions: Maximum truckload gross shipping weight to or from the United States is 42,560 pounds.

5. Pallet Service: Rates do not include the supply or return of pallets.

6. Schedule of Additional Services and Charges: Services and charges as per “Schedule C – Value Added Services”, as updated from time to time may apply (check www.midlandtransport.com for details).

7. Payment Terms & Invoice Requirements:

- Charges are payable in Canadian dollars unless otherwise stated.

- Invoices are payable within thirty (30) days of the shipment date. Invoices exceeding thirty (30) days are subject to an interest charge of 1.5% per month. Disputed invoices must be brought to the attention of Midland in writing and in no event more than ninety (90) days after the shipment date.

- All special billing requirements must be documented with Midland Transport prior to signing this agreement.

- Failure to comply with the credit terms will result in the immediate cancellation of your preferred rates. The notice period in section 15 will not apply under these circumstances. Any shipments tendered following such default will be rated at the general tariff rate.

8. Fuel Surcharge: Rates and accessorials will be subject to a fuel surcharge. Updates are provided on our invoice statements and our website at www.midlandtransport.com.

9. Reweigh and Recube of Shipments: Midland Transport reserves the right to verify the weight and or the cubic dimensions of all shipments. Freight charges will be calculated on the verified weight and or verified cubic dimensions.

10. Taxes: Shipments are subject to applicable federal and provincial taxes.

11. a) Liability: The amount of any loss or damage shall not exceed \$2.00 per pound (computed on the actual weight of the shipment) unless a higher value is declared on the face of the bill of lading by the consignor and accepted by Midland. Midland will have no liability where on an individual shipment basis, the claim amount is \$50.00 or less. Products consisting of ceramics, glass, liquids, perishables, personal goods, porcelain or otherwise of fragile nature are carried at the sole risk of the consignor. All claims for loss, damage or delay shall be made by customer in writing within sixty (60) days after delivery of the goods or, in the case of failure to make delivery, within nine (9) months from the date of shipment.

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b) Delay: Midland is not bound to transport the goods by any particular vehicle or in time for any particular market other than with due dispatch, unless specifically provided otherwise herein.

c) Proof of Delivery: Notwithstanding any other term or condition of this Rate and Service Agreement to the contrary, in no event shall Midland be liable to the consignor, consignee, owner or any third party for any loss, damage or destruction of the goods where the consignee/owner has signed a Proof of Delivery indicating that the goods have been received in good order.

d) Force Majeure: Midland shall not be liable for loss, damage or delay to any of the goods caused by an act of God, war, terrorism, riots, internet disturbances, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, quarantine or differences in weights of grain, seed or other commodities caused by natural shrinkage.

e) Terms Incorporated into Carrier's Bill of Lading: In the event that the customer's bill of lading is used, the terms and conditions contained in this Rate and Service Agreement are incorporated by reference into the customer's bill of lading and in the event of any conflict or ambiguity between the terms and conditions of this Rate and Service Agreement and the terms and conditions of the customer's bill of lading, the terms and conditions of this Rate and Service Agreement shall take priority and govern. Without limiting the generality of the foregoing, the limitation of liability provisions contained in Sections 11 and 12 of this Rate and Service Agreement shall apply to all contracts of carriage between Midland and customer irrespective of which party's bill of lading is used and even if a bill of lading is used and even if a bill of lading is not used.

f) Exclusion of Consequential Damages: Notwithstanding any term or condition of the customer's Bill of Lading, if any or any other provision to the contrary, in no event shall Midland be liable to the customer, owner, consignor, consignee or any third party interested in the goods for any special, indirect, incidental or consequential losses or damages including, but not limited to, loss of profits, downtime costs, delay costs and costs of substitute equipment arising out of or relating in any way to the non-delivery, mis-delivery, delay in delivery or late delivery of the goods or the loss, damage or destruction of the goods, howsoever caused, including, without limitation, the negligence, gross negligence or the fundamental breach of this contract by Midland, its servants or agents, whether or not Midland had knowledge that such losses or damages may be incurred.

g) Personal Goods: Midland Transport accepts no liability for damages or shortages reports in transit at time of delivery or beyond. The shipper will hold Midland Transport, any of its employees or agents harmless and further agrees to defend it from any claims filed by the shipper or any other party who wishes to submit a claim against the said shipment.

12. Valuation Fee: When the bill of lading indicates the consignor requires Midland Transport to a stated declared value, an excess valuation charges of 6% (six percent) of the total declared value in excess of \$2.00 per pound on the actual weight of the shipment will be assessed, subject to a minimum charge of \$10.00 per shipment.

13. Effective Date of Preferred rates (Rate and Service Agreement): Upon Midland's receipt of this Rate and Service Agreement signed and dated by customer, a contract shall be constituted between Midland and the Customer for the provision of carrier services described in this Rate and Service Agreement. Customer's tendering of a shipment to Midland without signing this Rate and Service Agreement shall be deemed to be acceptance of these terms and conditions and standard rates shall apply. This offer will not be backdated to accommodate shipments tendered prior to receipt of signed copy.

14. Effective Date of Value Added Services (Schedule C): Customer's tendering of a shipment to Midland requiring value added services shall be deemed to be its acceptance of the charges contained in Schedule C. Schedule C charges are effective from January 1 to December 31 and are subject to change without notice. Please check www.midlandtransport.com for our most up to date version.

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15. Termination of Contract: This agreement may be terminated by either party upon thirty (30) days prior written notification.

16. Amendment of Contract: Midland reserves the rights to change these terms and conditions based on (i) amendments to applicable laws, or new laws becoming effective by legislation, decree, regulation, or request of any governmental or public authority, or (ii) an additional tax fee, duty, charge, assessment or other financial burden imposed on Midland, or (iii) a material change in market conditions. Customer shall be notified in writing of any changes. Any changes made pursuant to this section will only be to the extent necessary to address (i), (ii), or (iii), if and as applicable.

17. Governing Law: This agreement will be interpreted and governed by the laws of the Province of New Brunswick and the parties agree to submit to the exclusive jurisdiction of the courts of such province.

18. Geographical Surcharge: Due to an uncontrollable cost to Midland and to maintain our high level of service a cost recovery surcharge will be applied to all shipments destined to Newfoundland & Labrador.

19. NL Fuel Tax Recovery Program: Shipments moving to and intra-Newfoundland & Labrador will be subject to a fuel tax recovery charge.

20. Carbon Surcharge: Due to an uncontrollable cost to Midland by the Federal Government, a carbon surcharge will be applied to all shipments.

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1. Rate Application: The weight used for rating purposes is the actual or dimensional weight of the shipment rounded up to the next whole pound. If weights are submitted in kilograms, the shipment weight will be summed, converted to pounds then rounded to the next whole pound.

2. Base Point Rulings: Rates will apply to communities as outlined in Midland Courier's "Rate Zone Listing", attached hereto as "Schedule D". Zone assignments are subject to change without notice. The current Zone listing can be found on www.midlandcourier.com under "Tools".

3. Cube Application: Shipments weighing less than:

15 lbs per cubic foot will be charged on the basis of 1 cubic foot = 15 lbs for GRD Service.

15 lbs per cubic foot will be charged on the basis of 1 cubic foot = 15 lbs for AIR Service.

Linear foot rule: Any single shipment exceeding 10 feet of trailer space will be cubed at 1000 lbs per linear foot.

Skids exceeding 72" in height will be cubed to full height of 96" (see cube guidelines on midlandcourier.com for details)

4. Shipment Restrictions: The maximum weight of any single package must not exceed 150 lbs (68 kgs). The maximum size of any package must not exceed 130" (330 cm) in length and girth combined, or part thereof.

5. Air Surcharges:

a) NAV Canada Surcharge: Calculated at 7.5% of shipment charges. Surcharge is subject to change upon notification from NAV Canada, a private sector company responsible for all air navigation services.

b) Aviation Insurance-Security Surcharge: Calculated at 26.1 % percentage of freight charges. Surcharge is subject to change and notification will be provided on our invoice statements.

c) Pilot Fatigue Surcharge: Due to an uncontrollable cost to Midland by air cargo carriers, a pilot fatigue surcharge of 5.6% of freight charges will be applied to all air shipments.

6. Schedule of Additional Services and Charges: Services and charges as per "Schedule C - Value Added Services", as updated from time to time, may apply (check www.midlandcourier.com for details).

a) Cheque Return:

i) Waiver of Freight Charge / Limited Remedy: All related transportation charges will be waived if a shipment is delivered without collection of a cheque, a cheque is lost, damaged to such an extent that it is uncollectable, or is otherwise uncollectable owing to the fault or negligence of Midland Courier, its employees, or agents. Subject to the Limitation of Liability below and to the waybill, such waiver shall be Midland Courier's sole obligation and the sole remedy available to the shipper or consignee from any cause whatsoever arising hereunder, including without limitation, from Midland Courier's negligence or that of its agents or employees, the loss or damage to any cheque and the failure to receive a Certified Cheque, Cash or Money Order when the shipper specified that such was to be accepted. Without limiting the foregoing, none of Midland Courier, its agents or employees shall in any event, including negligence, be liable for any special, indirect, or consequential damages, including but not limited to lost profits, lost business revenue, or failure to realize expected savings, even if one or more of such persons has been informed of such possibility.

ii) Responsibility of Payment: The shipper will assume all responsibility for payments which are returned by the bank for any reason. Midland Courier shall have no liability arising from the non-collectability of any cheque. Where, through no fault of the carrier, the goods cannot be delivered, the carrier shall give notice to the consignor that the delivery has not been made and shall request disposal instructions. Pending the receipt of such disposal instructions the goods may be stored in the warehouse of the carrier, subject to a \$10.00 per day charge for storage after five (5) working days, or provided that the carrier has notified the consignor of his intention, the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

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iii) Limitation of Liability: If no declared value is shown on the waybill, the maximum liability of Midland Courier, its employees and agents arising from the carriage of the shipment, its loss, damage or destruction, the receipt of any cheque, the failure to receive a Certified Cheque, Cash or Money Order when such is specified by the shipper, or otherwise out of this contract is limited to \$2.00 per pound regardless of the basis of the claim of the shipper or consignee. Pre-authorization by a local Midland Courier office is required for shipments exceeding \$1,000.00 valuation.

iv) Form of Payment: Payment is accepted in the form of a STANDARD CHEQUE ONLY. CASH, MONEY ORDERS OR CERTIFIED CHEQUES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES. If, however, Midland Courier inadvertently accepts payment in a form other than a standard cheque, Midland Courier will not have any liability beyond that stated for a standard cheque.

b) 9:00 AM Delivery Service: Midland Courier will refund or credit the transportation charges to the payer, upon request, if Midland Courier delivers the shipment after 9:00 AM on the scheduled delivery day subject to the following: 1) shipment destination must be a 9:00 AM guaranteed delivery point. 2) the delay must not be caused by some event beyond the control of Midland Courier, including but not limited to, any act, default or omission of the shipper, owner, receiver or any party having an interest in the shipment, defects or inherent vice in the shipment, inadequate or incorrect markings or address information, acts of God, perils of the air, weather conditions, mechanical delays, disruption in air or ground transportation networks, acts of public enemies, quarantine, war, strikes or other labour disruptions, riots or civil commotions and acts of public authorities.

c) Deferred Air Service: Offered on a non-guaranteed basis only. Service is available with a 2nd day delivery standard from direct Ontario/Quebec points to major NFLD cities only. For this rate/service to apply, shipper must check off the DEFERRED AIR box on the bill of lading and apply AIR sticker to the freight.

7. Payment Terms & Invoice Requirements:

- Charges are payable in Canadian dollars unless otherwise stated.
- Invoices are payable within thirty (30) days of the shipment date. Invoices exceeding thirty (30) days are subject to an interest charge of 1.5% per month. Disputed invoices must be brought to the attention of Midland in writing and in no event, more than ninety (90) days after shipment date.
- All special billing requirements must be documented with Midland Transport prior to signing this agreement.
- Failure to comply with the credit terms will result in the immediate cancellation of your preferred rates. The notice period in Section 15 will not apply under these circumstances. Any shipments tendered following such default will be rated at the general tariff rate.

8. Fuel Surcharge: Rates and accessorials will be subject to a fuel surcharge. Updates are provided on our invoice statements and our website on www.midlandcourier.com.

9. Reweigh and Recube of Shipments: Midland Courier reserves the right to verify the weight and/ or the cubic dimensions of all shipments. Freight charges will be calculated on the verified weight and or verified cubic dimensions.

10. Taxes: Shipments are subject to applicable federal and provincial taxes.

11. a) Liability: The amount of any loss or damage shall not exceed \$2.00 per pound (computed on the actual weight of the shipment) unless a higher value is declared on the face of the waybill by the consignor. Midland will have no liability where, on an individual shipment basis, the claim amount is \$50.00 or less. Products consisting of ceramics, glass, liquids, perishables, personal goods, porcelain or otherwise of a fragile nature are carried at the sole risk of the consignor. Such agreement covers only such risks as are necessarily incidental to transportation. All claims for loss, damage or delay shall be made by Customer in writing within sixty (60) days after delivery of the goods or, in the case of failure to make delivery, within nine (9) months from the date of shipment.

b) Delay: Midland is not bound to transport the goods by any particular vehicle or in time for any particular market other than with due dispatch, unless specifically provided otherwise herein.

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c) Proof of Delivery: Notwithstanding any other term or condition of this Rate and Service Agreement to the contrary, in no event shall Midland be liable to the consignor, consignee, owner or any third party for any loss, damage or destruction of the goods where the consignee/owner has signed a Proof of Delivery indicating that the goods have been received in good order.

d) Force Majeure: Midland shall not be liable for loss, damage, or delay to any of the goods caused by an act of God, war, terrorism, riots, internet disturbances, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, quarantine, or differences in weights of grain, seed or other commodities caused by natural shrinkage.

e) Terms Incorporated into Carrier's Waybill: In the event that the customer's waybill is used, the terms and conditions contained in this Rate and Service Agreement are incorporated by reference into the customer's waybill and in the event of any conflict or ambiguity between the terms and conditions of this Rate and Service Agreement and the terms and conditions of the customer's waybill, the terms and conditions of this Rate and Service Agreement shall take priority and govern. Without limiting the generality of the foregoing, the limitation of liability provisions contained in Sections 11 and 12 of this Rate and Service Agreement shall apply to all contracts of carriage between Midland and customer irrespective of which party's waybill is used and even if a waybill is not used.

f) Exclusion of Consequential Damages: Notwithstanding any term or condition of the customer's way bill, if any, to the contrary, in no event shall Midland be liable to the customer, owner, consignor, consignee or any third party interested in the goods for any special, indirect, incidental or consequential losses or damages including, but not limited to, loss of profits, downtime costs, delay costs and costs of substitute equipment arising out of or relating in any way to the non-delivery, mis delivery, delay in delivery or late delivery of the goods or the loss, damage or destruction of the goods, howsoever caused, including, without limitation, the negligence, gross negligence or the fundamental breach of this contract by Midland, its servants or agents, whether or not Midland had knowledge that such losses or damages may be incurred.

g) Personal Goods: Midland Courier accepts no liability for damages or shortages reported in transit, at time of delivery or beyond. The shipper will hold Midland Courier, any of its employees or agents harmless and further agrees to defend it from any claims filed by the shipper or any other party who wishes to submit a claim against the said shipment.

h) Deliveries to a residential zoned address: For all deliveries to a residential zoned address, Midland Courier will employ a default "No Signature Required" policy. The intent of the "No Signature Required" policy is to leave the shipment(s) unattended at the delivery address. By following this procedure, Midland Courier shall not be responsible for any shortage or damage claims, reported or arising after delivery is made to such location. Unless otherwise indicated by the shipper at the time of pick up, on a per shipment basis, and clearly communicated on the electronic or manual waybill in the outlined fields per our specifications, the shipper agrees to a "No Signature Required" delivery, and agrees to release, indemnify, defend and hold harmless Midland Courier from any claims and liabilities arising from a "No Signature Required" shipment, including but not limited to, actual or alleged shipment damage, shortage, or non-delivery, and shipper shall pay all delivery charges in accordance with Midland Courier's payment terms. If consignee/owner submits a No Signature Required (NSR) form to Midland Courier, such NSR instruction shall override the shipper's request for a "Signature Required Delivery".

i) Deliveries to a commercial zoned address: For all deliveries to a commercial zoned address, Midland Courier will employ a default "Signature Required" policy. The shipper has the option to indicate if a commercial zoned address does not require a signature by requesting a "No Signature Required" delivery. The intent of the "No Signature Required" commercial request is to leave the shipment(s) unattended at the delivery address. By following this request, Midland Courier shall not be responsible for any shortage or damage claims, reported or arising after delivery is made to the delivery location. If the "No Signature Required" commercial request is indicated by the shipper at the time of pick up, on a per shipment basis, and clearly communicated on the electronic or manual waybill in the outlined fields per our specifications, the shipper agrees to a "No Signature Required" delivery, and agrees to release, indemnify, defend and hold harmless Midland Courier from any claims and liabilities arising from a "No Signature Required" shipment, including but not limited to, actual or alleged shipment damage, shortage, or non-delivery, and shipper shall pay all delivery charges in accordance with Midland Courier's payment terms.

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12. Valuation Fee: Declared values in excess of \$100.00 are subject to a valuation charge of \$5.00 per \$100.00 or part thereof. If the declared value exceeds \$999.99, preauthorization by your local Midland Courier office is required.

13. Effective Date of Preferred Rates: (Rate and Service Agreement) Upon Midland's receipt of this Rate and Service Agreement signed and dated by customer, a contract shall be constituted between Midland and the Customer for the provision of carrier services described in this Rate and Service Agreement. Customer's tendering of a shipment to Midland without signing this Rate and Service Agreement shall be deemed to be acceptance of these terms and conditions and standard rates shall apply. This offer will not be backdated to accommodate shipments tendered prior to receipt of signed copy.

14. Effective Date of Value Added Services (Schedule C): Customer's tendering of a shipment to Midland requiring value added services shall be deemed to be its acceptance of the charges contained in Schedule C. Schedule C charges are effective from January 1 to December 31 and are subject to change without notice. Please check www.midlandcourier.com for our most up to date version.

15. Termination of Contract: This agreement may be terminated by either party upon written notification at least 30 days prior to cancellation.

16. Amendment of Contract: Midland reserves the right to change these terms and conditions based on (i) amendments to applicable laws, or new laws becoming effective by legislation, decree, regulation, or request of any governmental or public authority, or (ii) an additional tax fee, duty, charge, assessment or other financial burden imposed on Midland, or (iii) a material change in market conditions. Customer shall be notified in writing of any changes. Any changes made pursuant to this section will only be to the extent necessary to address (i), (ii), or (iii) if and as applicable.

17. Governing Law: This agreement will be interpreted and governed by the laws of the Province of New Brunswick and the parties agree to submit to the exclusive jurisdiction of the courts of such province.

18. Carbon Surcharge: Due to an uncontrollable cost to Midland by the Federal Government, a carbon surcharge will be applied to all shipments.