

TERMS AND CONDITIONS

The parties may agree on terms that differ from these Terms and Conditions, whether with Navigation Madeleine Inc. or with Express CTMA Ltée.

In the case of such a specific agreement ("Specific Agreement"), the terms of the latter will take precedence over these Terms and Conditions. Any Specific Agreement must be in writing with signature and/or written proof of the consent of all parties involved.

These Terms and Conditions apply in addition to the conditions found on the back of the applicable bill of lading.

Unless otherwise specified, all quotes are valid for 30 days from the date of transmission, but, if applicable, subject to variation in the weekly fuel surcharge. You can consult our fuel surcharge rate at any time via our website at the following address: www.ctmatransport.ca.

These rates are subject to all regulations, surcharges, and general increases which will be enacted in the trucking industry and published by the various tariff publication bodies.

Notwithstanding any Specific Agreement, any tender or confirmation of transport, Navigation Madeleine Inc. and Express CTMA Ltée reserve the right, at their sole and exclusive discretion, without the need to provide motives and without prejudice or damage that may be claimed, not to transport the goods, following an analysis of the physical goods at the time of taking possession.

Accounts Receivable: Our collection policy is 30 days net of the invoice. For any unpaid account, after this deadline, we will apply an interest rate of 2% per month. Payments can be made by check, cash, credit card, wire transfer.

Declared value: Please note that if no value is declared on the bill of lading, the carrier's liability is limited to \$2 CAD per pound for any damaged or lost material. Liability limits are \$15 CAD per pound and/or \$15,000 CAD per shipment if the value is declared. No declared value will be considered concerning personal or used effects, merchandise with non-existent or insufficient packaging, goods marked as at the risk of the sender. Any declared value is subject to additional charges. To obtain more details regarding the declared value, or to obtain a declared value greater than the above-mentioned limits, please consult the list of accessory charges attached and/or contact our pricing department.

Protection of goods: All goods must be protected and/or packaged securely. The carrier cannot be held responsible for damage to goods shipped marked as at the risk of the sender or due to non-existent or insufficient packaging. The carrier reserves his right to refuse any goods at risk of breakage without prejudice.

Fuel Surcharge: (see our website for current rates)

- 1 to 9999 lb or 5 pallets and less % LTL;
- 10,000 lbs or 6 pallets or 12' of a trailer and more % TL.

Regular Cubing Rule: Where applicable, the cubing rule is defined as a minimum of 10lbs billable per cubic foot.

Length cubing rule: For any shipment of parts (bundles, crates, pallets, tubes, pipes, etc.) exceeding 8 feet in length, or any bulk merchandise, unprotected, or deemed to be at risk of breakage, it is the greater value that will be used between the cubage below, the regular cubage or the actual weight:

Up to 21 feet long:

- Width: less than 10 inches 50 lb / linear foot
- Width: 10 to 46 inches 200 lb / linear foot
- Width: over 47 to 65 inches 360 lb / linear foot
- Width: over 66 inches 640 lb / linear foot

Over 21 feet long:

- Width: less than 10 inches 100 lb / linear foot
- Width: 10 to 46 inches 400 lb / linear foot
- Width: over 47 to 65 inches 640 lb / linear foot
- Width: over 66 inches 1000 lb / linear foot

Late deliveries or missed appointments: We will not accept any responsibility for any costs or penalties caused by late deliveries or missed appointments. 2nd pick-up and/or delivery charges will be charged when required.

Bill of Lading: A bill of lading must at all times be issued and signed by the consignor for each transport. All particulars relating to the goods, weight, and volume must be clearly detailed on the consignor's bill of lading. You can view our bill of lading and detailed conditions via our website at: www.ctmatransport.ca.

All of our rates are subject to change on April 1 of each year.

All shipments and/or transportations are subject to the availability of equipment.

By signing any submission, and when using our services, you agree to the rates and conditions described herein as well as the attached list of accessory charges.

Conditions specific to Navigation Madeleine Inc. :

- Docking fees are applicable for all goods.
- The fuel surcharge only applies for approximately 6 weeks from mid-December to the end of January during the winter period.