



Terms and Conditions

1. Payment Terms: Terms are strictly 30 days from date of invoice. Payments can be made via cheque, e-transfer or direct deposit. Other forms of payment are accepted at a 3% admin surcharge. Cash collect shipments are subject to a \$35.00 fee. Payments exceeding 30 days from date of invoice will be subject to interest at 2% per month, 24% per annum.
2. Articles must be in such condition and so prepared by the shipper for shipment as to render the transportation safe and practical. Old consignment marks or numbers must be removed or erased by the shipper and all packages must bear the Shipper's and Consignee's name and address. Clarke Transport Inc. shall not be liable for losses or delays resulting from improper addressing, marking, or packaging.
3. Shipments of a hazardous or dangerous nature must be classified, described, packaged, marked and labelled in accordance with the applicable regulations of the Canadian Transport Commission as published in the tariff "Regulations for the Transportation of Dangerous Commodities by Rail". Clarke Transport Inc. shall not be liable for any damages stemming from shipper's acts or omissions.
4. All shipments consisting of items which are susceptible to damage must be clearly marked to readily indicate the contents, Example: "Glass, Fragile - Handle with Care", "This side Up", etc.
5. Pick up or delivery of freight may be refused at locations from or to which, on account of conditions of streets, alleys, highways, or roads, or because of riots or strikes, it is impractical to operate motor trucks. Pick up or delivery at any particular hour is NOT guaranteed. Pick up or delivery will be made for a distance not exceeding 20 feet from the tailgate of the truck, at street or dock level. Pick up and delivery service does not include crating, uncrating or sorting of the merchandise.
6. Clarke Transport Inc. will not accept liability for any costs or penalties arising from late deliveries or missed appointments.
7. Clarke Transport Inc. will not accept liability for cargo claims \$100.00 and under.
8. Any merchandise having a density of less than 15 lbs. per cubic foot will be considered as bulky and will be assessed freight charges as follows:
 1. Bulky articles will be subject to a minimum weight of 10 lbs. per cubic foot at the applicable General Merchandise rates, unless otherwise specified.
 2. The cubic measurements will include the unusable space over or around an article which, because of its shape or dimensions, prohibits the use of the space with other freight.
9. Any shipment with the height of 65 inches and over will be rated at 96 inches. Any Freight declared as Non-Stackable will be cubed to 96 inches in height. Any items 10 feet or longer are subject to a \$75.00 surcharge. Maximum 20 foot of length accepted. Rates are based on regular pallet positions. Any pallets deviating from a standard pallet size may also be subject to cubing indicated below:
 1. Length 60 inches or greater and any height - cubed to 96 inches H
 2. Width 51 inches or greater, less than 50 inches in height - cubed to 96 inches W by 50 inches H
 3. Width 51 inches or greater, 50 inches in height or greater - cubed to 96 inches W by 96 inches H
 4. If the top of the freight is not level and unable to be stacked on - cubed to 96 inches W by 96 inches H
 5. Any freight declared as non-stackable will be cubed to 96 inches H



10. Any items 10 feet or longer are subject to a \$75.00 surcharge in addition to normal freight charges. Maximum 20 foot lengths unless agreed upon.
11. Articles requiring special equipment and/or material to load and/or unload will be assessed additional charges based on the actual cost of material, equipment and labour.
12. Shipments are subject to Clarke Transport Blended Fuel Surcharge Schedule. Refer to fuel surcharge table on our website for percentages: https://www.clarkelink.com/transport_fuelsurcharge.aspx
13. The liability of Clarke Transport Inc. is limited to a maximum of \$2.00 per pound per shipment based on the actual weight. Value declared in excess of the liability amount above will be charged at 3.00% of the excess value, Minimum Value charge: \$3.50. The liability of Clarke Transport Inc. for declared valuation will not exceed \$10.00 per pound or \$100,000.00 per bill of lading / shipment / trailer / container load (whichever is the lesser).
14. All claims for overcharges, over collection or duplicate payment, or undercharges must be presented to the carrier in writing within 180 days of the date of the invoice, in which it is alleged to have been made. For incorrectly issued bills of lading, Clarke Transport Inc. must be notified of incorrect weight or cube within 2 business days to process a refund.
15. Single shipments of 500 pounds or less (actual weight), picked up at one time and place unaccompanied by any other shipment of any description from the same place of pick up will be subject to an additional charge of \$50.00 per shipment. This charge will be in addition to all other applicable charges.
16. Reweigh of shipment surcharge of \$50.00 per shipment will be applied in the event that Clarke Transport Inc. reweighs the shipment and the difference in weight is an increase of 50 pounds or greater than the weight stated on the bill of lading. The reweigh of shipment surcharge will also apply when the shipper fails to indicate a weight of their shipment on the original bill of lading.