



## Terms and Conditions

1. Payment terms and conditions: 30 days from date of invoice. A 3% admin fee is applicable on the total invoice when payment is received other than by Cheque/Direct Deposit.
2. Articles must be in such condition and so prepared by the shipper for shipment as to render the transportation thereof 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 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 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, viz: "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 \$50.00 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 it's shape or dimensions, prohibits the use of the space with other freight.
9. Any shipment with the height of 70 inches and over will be rated at 96 inches.
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.
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 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).