



1. Rate proposals are subject to acceptance within 30 days, activated proposals are subject to review after 90 days and Mactrans can adjust the rates if volumes vary substantially from information given.
2. Rates are subject to renewal one (1) year from date of acceptance (unless otherwise specified in writing, continued application of rates is conditional on account being in good standing at all times.)
3. Full Load rates are based upon shipper's load and count and a maximum weight of 44,000 lbs., unless otherwise specified in writing.
4. Pallet rates based on a maximum weight of 1800 lbs per pallet, unless otherwise specified in writing.
5. Per hundred weight Canadian domestic shipments are based on a minimum density of 10 pounds per cubic foot (i.e. 40"x48"x48"= 53.3 cubic feet @ 10 lbs. = as 533 lbs. Weight). Shipments occupying more than 10 feet are subject to 1000 lbs. per linear foot unless otherwise specified in writing. All shipments will be cubed at actual dimensions and /or floor space occupied.
6. All shipments are subject to applicable taxes (GST/ QST / HST) and they are not included in rate quotations. All shipments are subject to Bill of Lading Conditions of Carriage.
7. All shipments require a proper bill of lading with all pertinent information (i.e. shipper's and consignee's full name, address, phone numbers, prepaid/collect or third party billing, numbers of pieces-skid/carton/crate/etc., total weight and/or cube, appointment time, and any special delivery instructions).
8. Mactrans or our partner carriers are not liable for loss, damage or shortage of any goods carried under the bill of lading unless notice of same as clearly indicated on the bill of lading at the time of delivery. The statement of claim must be filed within nine (9) months from the date of shipment for complete shortages and within two (2) months for partial shortages or damages. **A copy of the paid freight bill must accompany the claim.** Liability limited to \$2.00 per pound in case of loss or damages, unless otherwise noted in writing. Mactrans or our partner carriers are not responsible for consequential loss or fine as a result of delay in delivery or non-compliance of consignee's procedures. In no way shall Mactrans or our partner carriers be liable to the customer, owner, consignor, consignee or any third party for any damages, costs, or loss of profit resulting from failure to deliver, delayed delivery, loss or damage to goods, regardless of the cause of such event.
 Force Majeure: The carrier shall not be liable for loss, damage, or delay to any of the goods described in the Bill of Lading (Waybill) caused by an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, an act or default of the shipper, owner or consignee, authority of law, quarantine or the goods not being in the actual custody or under the actual control of the carrier.
 Packaging: Inadequate packaging or improper labeling waives all liability to the carrier in the event of loss, damage or delay of delivery of goods tendered for shipping, notwithstanding the carrier, its servants, agents or contractors accepting same for transportation.
9. Terms of payment – Net 30 days

Accessorial charges >

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10. Accessorial Charges (all apply unless otherwise specified in writing):

11. DANGEROUS GOODS: 10% of the total freight charges with minimum of \$15.00 per shipment.

- a) **PROTECTIVE HEAT SERVICES CANADIAN DOMESTIC (Where service available):** 10% of the total freight charges with minimum of \$15.00 per shipment.
- b) **PROTECTIVE HEAT SERVICES CAN / US CROSS BORDER (Where service available):** 15% of the total freight charges with minimum of \$50.00 per shipment.
- c) **FUEL SURCHARGE:** Rates subject to fuel surcharge at market rate on the date of shipment.
- d) **TAILGATE SERVICE:** \$2.75/CWT minimum \$50.00 / maximum \$150.00 per usage on pickup and/or delivery.
- e) **PRIVATE RESIDENCE & INSIDE DELIVERY:** \$50.00 additional charge per pickup and/or delivery.
***Note :** Businesses operating out of private residences are included in this category. Private residence will include apartment houses, farms, houses, residences, golf & country club, cottages etc.... and shall apply to the entire premises on which a dwelling for living is located.*
- j) **DETENTION TIME: LTL shipment - Free time maximum half (1/2) hour**
Full Load - Free time maximum two (2) hours
 Time consumed in excess of free time allowance will be subject to a detention charge at **\$55.00/hour for Dry Vans and \$65.00/hour for Flat Beds**
- k) **SECOND DELIVERY:** Should a second delivery be required as a result of the consignees' refusal or inability to accept freight as scheduled, this will be charged at the applicable rate.
- l) **PICK-UPS / DELIVERIES TO OR FROM CONSTRUCTION SITES:** \$50.00 / shipment – in addition to any other applicable rates and charges.

Please contact Mactrans at info@mactans.ca for any additional services not included.