

# TERMS & CONDITIONS

KTL Express, a division of Kindersley Transport Ltd.

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# 1.0 terms and conditions

If a discrepancy should ever occur between these Terms and Conditions and the terms and conditions set out in the Bill of Lading, these Terms and Conditions will govern to the extent of such a discrepancy.

## 1.1 Liability

Liability for damage or loss shall not exceed \$ 2.00 per pound **unless a higher valuation is declared on the face of the Bill of Lading. A charge of 3% of the total declared value will be assessed.** KTL Express must authorize shipments with a valuation exceeding \$ 500.00 prior to shipping.

## 1.2 Limitation of Liability

The amount of any loss or damage for which the carrier may be liable, shall not exceed \$ 2.00 per pound (\$ 4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared on the face of the Bill of Lading by the consignor, and it is further agreed as a special agreement, and notwithstanding any disclosure of the nature or extraordinary value of the goods, the amount of any loss or damage, including without limitation consequential, incidental or indirect damages including loss or earnings or profits, in any manner resulting, whether or not from negligence or gross negligence, from loss of or damage to the goods and/or misdelivery, failure to deliver or delay in delivery of the goods, or for failure to return the cheque expected for which carrier may be liable to the consignor, owner, consignee and/or any third party whether in contract, tort or otherwise, shall in no event, exceed (i) in the case of fundamental breach by carrier, the greater of an amount equal to carrier's maximum liability aforesaid and the amount of all freight and other charges paid hereunder, and (ii) in any other case, an amount equal to carrier's maximum liability aforesaid. If insurance is declined it will supersede any other claim.

No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the shipment date.

The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.

## 1.3 Modification of Contract

No agent, servant or representative of the carrier has the authority to alter, modify or waive any provision of the contract.

## 1.4 Applicable Law

The contract for the carriage of goods contained in the Bill of Lading shall be deemed to include and be subject to the conditions of carriage prescribed by the law of the jurisdiction where the shipment originates, for example: Saskatchewan and British Columbia, the regulations are made pursuant to the Motor Carrier Act of each Province; Manitoba, The Highway Traffic Act and Regulations thereto; Alberta, the Motor Transport Act and Regulations thereto.

To the extent that any provision contained or referred to in these Terms and Conditions or a Bill of Lading is invalid or unenforceable at law, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision so contained or referred to. When applicable, the Convention in most cases limits the liability of KTL Express in respect of loss of, damage to, or delay in the carriage of shipments.

## 1.5 KTL Express Statement

All Terms & Conditions apply to all Customers associated with KTL Express unless previously negotiated between KTL Express and the Customer. Any special Terms or Rate Charges must be presented in writing between both parties involved, in this case, KTL Express and the Customer.

**KTL Express does not offer service guarantees.** KTL Express will not be held liable for shipments not delivered within our service standards.

## 2.0 rate applications & accessorial charges

### 2.1 Rate Application

KTL Express' tariff rates and beyond point rates apply to all express services provided by KTL Express. KTL Express reserves the right to make additions or deletions to such rates at any time.

KTL Express will provide a rate quote upon request at 1-888-844-3724 or you can refer to our Service Points & Rates section on our website at [www.kindersleytransport.com](http://www.kindersleytransport.com). Any such rate quote is subject to additional charges incurred after tendering the shipment that may include, without limitation, special handling and other administrative charges and/or adjustments made to a shipment's weight as a result of KTL Express' right to reweigh or cube shipments.

KTL Express reserves the right to charge for any shipment based on the greater of:

- a. the weight declared by the customer on the bill of lading;
- b. the actual weight of the shipment determined by KTL Express; and
- c. the cubed weight of the shipment.

### 2.2 Multiple-Piece Shipments

All packages covered under a single Waybill/Bill of Lading are considered a shipment for the purposes of calculating shipping charges.

### 2.3 Rate Quote

If a customer is given a rate quote for a shipment and the shipment particulars differ from the details used to provide the quote (i.e. weight, accessorial, destination), then the rate quote is no longer valid. The particulars of the actual shipment will be used to determine the actual freight charges.

Note: **Tariff Rates, Points of Service, Service Standards, Fuel Surcharge, and Terms and Conditions are subject to change without prior notification; see [www.kindersleytransport.com](http://www.kindersleytransport.com) for the most recent updates.**

### 2.4 Reweigh

KTL Express reserves the right to reweigh shipments, notwithstanding that a weight has been declared on the Bill of Lading. Reweighing is done on government-approved scales. KTL Express does not reweigh any of its Pak's. The Customer agrees to pay recalculated freight charges determined by KTL Express. Reweighing adjustment charges may not be reflected on the same invoice as the original transportation charges.

In the event that the customer fails to declare a weight on the Bill of Lading and KTL Express does not reweigh the shipment, KTL Express the right to ascribe to any such shipment an average shipment weight. The customer acknowledges that charges based on the weight determined or ascribed by KTL Express shall be levied and agrees to pay same.

### 2.5 Cubic Density

All charges for Ground service are based on a minimum calculated density of 10 pounds per cubic foot (4.562 kgs. per .0283 cubic meters). The formula used to calculate cubed weight is length (inches) x width (inches) x height (inches) divided by 172.8 = cubic weight in pounds.

Non-stackable skids will be cubed to 72 inches (183 cm) high. Example: (L x W x 72"). **The customer is charged the cubed weight if it is greater than the actual weight recorded on the KTL Express Bill of Lading.**

In the event that the customer fails to declare dimensions on the Bill of Lading, KTL Express reserves the right to ascribe to any such shipment the proper measurements upon pickup or delivery.

### 2.6 Rounding measures

Package weights must be rounded up to the next whole pound or kilogram. Package dimensions must be rounded off to the closest whole inch or centimeter.

## 3.0 shipping restrictions

### 3.1 Customer Representation

The customer represents and warrants that the shipment will be properly described on the face of the Bill of Lading and any accompanying documentation. The customer further warrants that the shipment:

- a. will be acceptable for transport ;
- b. will not consist of "Prohibited Shipments" (see "3.6 Prohibited Items")
- c. will be properly marked, addressed and packaged to ensure safe transportation in accordance with KTL Express' ordinary care in handling and in accordance with all applicable legislation, including without limitation, the Transportation of Dangerous Goods Act and the Regulations thereto.

### 3.2 Maximum Weight and Size

KTL Express reserves the right to refuse single piece shipments that exceed 150 lbs. or 6 feet in length. Arrangements should be made in advance with KTL Express should shipments exceed these limits, especially with shipments to rural locations.

If a shipment(s) exceed these restrictions, KTL Express will make alternate shipping arrangements and interline charges may be applied.

### 3.3 Proper Labeling and Packaging

When completing the KTL Express Bill of Lading, the address label(s) must display the shipper and receiver's full address, including postal code and phone number, with area code (post office box addresses are not permitted unless a phone is provided). In addition to the above information, the address label must contain:

- Customer account number
- Service Options – heated service, COD, etc.
- Billing instructions
  - Shipments billed to a third party require a proper third party account or will move on a collect basis.
- Number of pieces
- Weight of shipment
- Declared value (for KTL Express' liability purposes) – optional
  - A declared value must be entered or initials signed declining that additional insurance is required.
- Date and signature

Note: Post Office Box or Rural Route Numbers (RR#s) are not acceptable in KTL Express' distribution system unless the receiver's full phone number is clearly marked on all shipment packages or pieces and the Bill of Lading.

The address label must be securely fastened to the top of each package or piece. Improper labeling may result in the shipment being delayed or lost. It is strongly recommended that the inner flap of each package or piece contain delivery instructions.

Address labels must be flat with all KTL Express barcodes visible. Labels should not be wrinkled, creased, folded, or placed on the package in a manner that may make them difficult to scan and/or read (e.g. on box corners, uneven surfaces, or seams).

All previous delivery address labels and marking must be covered or removed.

A shipment consisting of more than one package or piece must have each package or piece individually numbered. If a shipment consists of three packages, for example, the packages would be marked as being 1 of 3, 2 of 3, and 3 of 3. In the event that your shipment involves a higher amount of pieces than the amount of available barcodes provided with the Bill of Lading, you may also use our Shipper Assist Labeling option found on our website ([www.kindersleytransport.com](http://www.kindersleytransport.com)) to ensure that all pieces are numbered and labeled properly.

Orientation "UP" arrows must be located on either both sides and/or ends of each package containing liquids or fragile items.

### 3.4 Unpackaged Goods

Unpackaged goods (i.e., goods that are not protected by a rigid shipping container such as a corrugated box, plastic tote, or wooden crate, etc) may be subject to Special Handling Charges and are only accepted for shipping once KTL Express is satisfied that they do not pose any hazard to KTL Express staff, equipment and/or other packages. All unpackaged goods will be moved at owner's risk of damage – see Section "3.5 Owner's Risk of Damage".

### 3.5 Owner's Risk of Damage

Any item(s) not sufficiently packaged to provide adequate protection for normal transportation handling will be disqualified from claim consideration in the event of damage or loss. The customer cannot increase maximum liability of these products where a higher value is declared on the face of the Bill of Lading. *The following items will only be accepted at Owner's Risk of Damage:*

- Automobile Body Parts
- Artwork + Antiques
- Glass, Ceramic, China and Related Materials
- Laminate
- Perishable Items (Flowers, Food Products, Etc)
- Household Goods (Privately packaged personal items)
- Unpackaged and/or Improperly Packaged Goods
- Electronic Goods not packaged in their original packaging material or are used.
- Used Computers
- Doors and Windows
- Live Animals, Insects, Fish or Plants
- Any shipment that requires monitored temperature-controlled services (KTL Express does offer Heat Service if required – see "7.2 Heated Service").

### 3.6 Prohibited Items

The following items are prohibited by KTL Express. KTL Express will not accept (in whole or in part) any shipments of the following items:

- Toxic Gases
- Human remains
- Jewelry, gems or precious minerals
- Original artwork
- Explosives
- Cash, bonds, stocks, or other negotiable items
- Tenders with a specified delivery time frame
- Radioactive Materials (Class 7)
- Tobacco
- Any shipment that is prohibited, either federally or provincially, by law or regulation
- Any shipment that KTL Express feels could potentially create a safety hazard to equipment, personnel and/or other shipments

In any event that a prohibited item is shipped via KTL Express, this does not constitute as a waiver on KTL Express' behalf, nor does KTL Express accept any responsibility whatsoever for delay, loss or damage to any prohibited item, even if the Shipper has entered a Declared Value on the shipping document.

### 3.7 Right of Inspection

KTL Express reserves the right to open and inspect any package tendered to it for transportation.

### **3.8 Refusal of Package**

KTL Express reserves the right to refuse to accept (in whole or in part) any shipment which KTL Express determines, in its sole discretion, may result in damage or delay to other shipments, equipment or personnel, or when the carriage of the shipment is prohibited by law or is contrary to any of these Terms & Conditions (including KTL Express' Shipping Restrictions).

### **3.9 Liquidation**

KTL Express reserves the right to liquidate (i.e. sell or destroy) unclaimed freight that:

- a. in the case of general freight, has been in KTL Express' possession for 120 days or more; or
- b. in the case of specialized freight (e.g. perishable or costly to store), has been in KTL Express' possession for 30 days or more.

Unclaimed freight includes freight that is unmarked or that has been refused by the shipper and the receiver. For greater certainty, KTL Express' maximum liability in respect of any liquidated freight shall be the maximum liability stated in these Terms and Conditions.

## 4.0 delivery

KTL Express will deliver the shipment to the delivery address indicated on the Bill of Lading. KTL Express is not required to deliver the shipment to any particular person, whether or not specifically identified on the Bill of Lading. KTL Express reserves the right to withhold delivery of a shipment and/or return the shipment to the shipper (at the shipper's expense) if a proof of delivery signature cannot be obtained.

### 4.1 Hold for Pick Up

Customers may request that a shipment be held at KTL Express' delivery depot closest to receiver's address for in-person pick-up in place of having the shipment delivered to the delivery address indicated on the Bill of Lading by indicating "hold for pick-up" on the shipment. KTL Express will notify the receiver by telephone when the shipment is available for pick-up.

Alternatively, where a receiver is not available to accept a delivery attempted by KTL Express in person, the receiver may arrange for the shipment to be held at KTL Express' delivery depot for in-person pick-up. Shipments held for pick-up will be held at the delivery terminal for a period of 5 business days. If the receiver fails to pick the shipment up during this time, KTL Express may return the shipment to the sender at the sender's expense.

### 4.2 Delivery Attempts

In the event that KTL Express is unable to deliver a shipment, a notice will be left at the receiver's address indicating that a delivery has been attempted and the whereabouts of the shipment. At the request of the recipient/shipper, Repeat Delivery Attempts will be made at the cost of \$ 7.50. The shipment will remain at the nearest KTL Express branch for up to 5 days business days if the recipient wishes to pick the shipment up at no additional charge.

### 4.3 Refused or Undelivered

Where a shipment is undeliverable or refused, the shipper agrees to pay all charges incurred in the return of such shipment to the shipper (including, without limitation, all Sales Taxes and Duties).

### 4.4 Events Beyond KTL Express' Control

KTL Express shall not be liable to refund or credit transportation charges, or for any loss, damage, delay, non-delivery, misdelivery or failure to deliver, caused by events beyond KTL Express' control, 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 on the Bill of Lading, acts of God, perils of the air, weather conditions, mechanical delays, disruptions in ground transportation networks, acts of public enemies, public health crises, quarantine, war, strikes or other labor disruptions, terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority or shipments requiring extraordinary handling, documentation or routing.

### 4.5 Delay

KTL Express is not responsible for the consequences (direct or indirect) for failure to deliver a shipment by a stipulated time.

### 4.6 Tenders

KTL Express is not responsible for the consequences (direct or indirect) for failure to deliver a tender by a specified time.

## 5.0 claims

### 5.1 Filing A Claim

- a. Exceptions and discrepancies (over, short, damaged, etc.)
  - Must be written on the probill, or entered on the scanner at the time of delivery.
  - This does not constitute a claim.
  - An inspection report is not a claim or an intent to claim.
- b. Damage Inspections
  - An inspection must be requested on all damages when no exceptions were made at the time of delivery.
  - The customer shall retain the shipment and packaging for inspection by KTL Express for a period of 30 days. Failure to present packaging or damaged item may result in decline of claim.
  - The customer must request an inspection on all damage claims.
- c. Concealed Damages Inspection – 48 hours
  - An inspection must be requested within 48 hours of delivery.
- d. Claims or intent to claim
  - A claim or the intent to claim must be filed in writing to the carrier within 60 days of the date of delivery.
  - A phone call or a notation on the probill is not sufficient.
  - This applies to all claims, whether noted on the probill or not.
  - An intent to claim for non-delivery of a shipment must be made within 9 months from date of shipment.
- e. Required Documents for Filing a Claim
  - Invoice to KTL Express indicating what the claim is for, and amount.
  - Copy of inspection report in cases of damage.
  - KTL Express delivery probill number.
  - Copy of original supplier's invoice, showing all discounted costs, and/or a copy of the repair invoice, if applicable.

### 5.2 Valuation of Claim for Loss or Damage

See "1.1 Liability".



## 6.0 billing & payment

All freight charges are considered to move on a collect basis unless indicated otherwise on the Bill of Lading.

### 6.1 Definitions

- Third Party Billing
  - Is a method for which a company outside of the shipper or consignee has established billing arrangements with KTL Express, agreeing to make payment for shipments on behalf of the shipper or consignee.
- Collect
  - Is a method of payment in which the consignee pays for the shipment
- Pre-Paid
  - Is a method of payment in which the shipper pays for the shipment.

### 6.2 Third Party Billing

Shipments billed to a third party require a proper third party account or will move on a collect basis. At any time the third party or receiver refuses the shipping charges, the shipper will be liable for all charges incurred.

### 6.3 Invoice Adjustments

The shipper is believed to have accepted all invoices issued unless a written adjustment request is received within thirty (30) days from the invoice date.

### 6.4 Non-Account Customer Payments

Non-account customers shall pay for courier services at the time services are requested or, if charges are invoiced by KTL Express, in accordance with the terms of the applicable invoice.

### 6.5 Account Customer Payments

Account customers shall pay for courier services within 30 calendar days from the date of invoice or in accordance with their courier services agreement. Failure to do so may jeopardize any special rate discounts and credit privileges that may be in place with KTL Express.

### 6.6 Payment Terms

KTL Express accepts cash, cheque, money order, Visa, MasterCard and American Express as payment options.

### 6.7 NSF Charges

KTL Express charges \$ 20.00 for payments returned by the bank for any reason.

## 7.0 special services

### 7.1 Special Handling Service

KTL Express may accept shipments that exceed the maximum shipment weight or length limitations, if so approved by KTL Express prior to pick up. It is the shipper's responsibility to advise the receiver of a Special Handling shipment where assistance in moving the shipment at the receiving end may be required to affect delivery.

### 7.2 Heated Service

If Heated Service is required, there is an additional charge of 15% to the KTL Express Freight Rate of the shipment with a minimum applicable surcharge of \$ 5.00.

### 7.3 Dangerous Goods Service

***Dangerous Goods Service is only available in specific areas.*** Please contact your local KTL Express office for additional information.

Dangerous Goods Service is available when proper shipping documentation is provided. A \$ 25.00 handling fee will apply to each shipment of Dangerous Goods. (See also "2.7 Accessorial Charges")

KTL Express will accept only certain classes of Dangerous Goods. KTL Express will not accept any of the following Dangerous Goods: Explosives, Radioactives, Infectious Substances, Unsecured Cylinders, Loaded Firearms, and Wastes.