



Freight Terms and Conditions

Insurance:

T-Lane is pleased to offer you optional insurance for any declared value on your valuable cargo. If you are in need of additional insurance please contact your T-Lane representative accordingly and we will be happy to provide an insurance estimate. Note that optional insurance coverage excludes rust, oxidization, discoloration, scratching, denting, chipping, damage from tarping, or any internal electrical or mechanical derangement (not caused by collision or accident). Unless agreed to beforehand, cargo insurance and subsequently T-Lane's maximum liability is \$2.00 per lb or \$4.41 per kg.

Transportation Specifics:

Prior to any commitment from T-Lane a detailed review is recommended to be completed based on a mutually agreed upon execution plan. This will include review of the scope of work, delivery to site, schedule, equipment availability, permit regulations, route studies, wire lifting, utility service requirements and operations in the areas that would be affected by the move. Engineered drawings of equipment and site plot plans and a site visit may be required at a minimum to complete detailed operational and route surveys.

General Terms and Conditions

T-Lane: The term "T-Lane" will mean T-Lane, its *affiliates, divisions* and approved sub-contractors and employees.

Client: The term "Client" will mean the person or company that contracts the work to T-Lane and is responsible for paying the invoice.

Accessibility: The client warrants that there is free and clear access for T-Lane (and sub-contractors) equipment and employees at both loading and delivery locations. It is the responsibility of the client to ensure that all avenues of access can sustain the weight of the equipment (loaded or not). T-Lane will not assume any responsibility should damage occur to any paved or non-paved areas, regardless of how the damage occurs. Conversely, if as a result of conditions at either the loading or unloading site, additional towing or pushing is required for our equipment, these additional charges will be charged to the client. If there are any damages to T-Lane's equipment as a result of the additional towing or pushing, the cost of repairing the equipment will be charged back to the client.

Additional Services: All wire lifting, utility costs, police escorts, railway crossing supervision, street closure signs, traffic light turning overhead or roadside sign removal and replacement, engineering and bridge studies including T-Lane administration costs *unless otherwise specified* will be charged at actual cost plus 10%.

Change orders / Contract modifications: The client may make changes to the contract by altering, adding to or deducting from the scope of work including changes of delivery schedule, weight or dimensions. These changes are subject to adjustments in the quotation price, completion schedule and subject to the right of T-Lane to refuse such



changes. A change order / contract modification will be submitted by T-Lane to the customer to itemize additional charges that are required due to the change in schedule, dimensions, weight or scope of work. The customer must confirm acceptance of the change order / contract modification within 15 days of receipt of the change order / contract modification. No work in relation to the contract will proceed until a change order / contract modification has been formally accepted and authorized by the client.

Confidentiality: T-Lane will treat with the utmost confidentiality all information provided by the client in the preparation of the quotation and it will not be shared with outside parties without the express agreement of the client. All quotations, spreadsheets and recommendations provided by T-Lane to the client is proprietary information and is expressly for the use of T-Lane's client only and are not to be forwarded, shared or distributed to anyone else without the written consent of an approved T-Lane representative.

Containers, Stuffing and De-stuffing: T-Lane employs experienced and professional staff for the loading and unloading of all Containers including Flat Rack and Open Top containers. T-Lane recommends that a marine cargo surveyor supervise the stowage and securing of Flat Rack and Open Top container loads. Any refusal of container at the port or additional costs incurred, through no negligence of T-Lane, will be solely the responsibility of the client. Costs may include but are not restricted to items such as removing, re-working and returning the shipment or steamship line assigned marine cargo surveyor costs.

Customs clearance, bonds, duties or taxes: T-Lane does not provide this service. The Client is responsible to appoint a Customs Broker and to pay any duties or taxes required under applicable laws and regulations. The Client is responsible to furnish T-Lane all invoices and documentation useful or necessary to facilitate Custom's entry. The Client shall be bound by and warrant the accuracy of all documentation and information furnished to T-Lane by the Client or its agent. Client is responsible for any and all costs including any increased duty, penalty, fine or expense resulting from inaccuracy, incomplete omission or any failure to make timely presentation.

Deviation: T-Lane reserves the right to use their absolute discretion to deviate from the usual route or manner of transporting goods as deemed desirable or necessary in the circumstances.

Drawings / Photos: There may be times when T-Lane will require from the client drawings that show shipping dimensions, center of gravity, orientation of any nozzles, tie down locations and other required details to assist in the safe transport of your product. The price is subject to change should any of these details be different than the actual. T-Lane may also request photographs of the product being shipped.

Equipment Availability: All quotes are subject to equipment availability at the time of shipping.

Force Majeure: T-Lane is not liable for failure to perform the client's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or



usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, wireless or telephone service, or *unforeseen mechanical breakdown*. T-Lane shall be relieved of its obligations under this agreement for the duration of such hindrance, interruption or delay. In this case, the client shall have no right to claim damages from T-Lane in respect to any loss including but not limited to: equipment charges, staffing and housing costs, lost profit or revenue or failure to realize expected savings.

Fuel Surcharge: Fuel Surcharge is based on the current rate and is subject to change at the time of shipping.

Governing Rules: All transportation work performed by T-Lane is subject to all rules and regulations of federal, provincial, state, county or municipal governments having jurisdiction of any roads we may use.

Handling of Goods: If it is expressly or implied that T-Lane is to use a particular method of transporting, handling, or storing the goods. T-Lane will give priority to that method. However, if it cannot conveniently be adopted by T-Lane, we are authorized to transport, handle or store the goods by any other method or methods at our sole discretion.

Hazardous Goods: Unless specifically stated, this quotation does not include the handling, transportation or storage of hazardous goods or materials. If hazardous materials are present, the specifics must be provided so that the rate may be adjusted if required.

Loading/Unloading: All loading, and unloading is the responsibility of the client to arrange unless specified in the quote otherwise. The client may also be responsible to help assemble or disassemble T-Lane's equipment at no charge to T-Lane.

Packaging: All goods for transport must be sufficiently packaged, reinforced or braced and structurally suitable for transportation. Shipping saddles, structural supports or stiffening is the responsibility of the shipping party. T-Lane accepts no responsibility for any damage to cargo due to insufficient packaging or preparation.

Payment Terms: Unless otherwise stated or agreed upon at the time of commencement of the project, payment for all transportation services will be net thirty (30) days after receiving the invoice.

Permits: All permit costs will be charged to the client as a separate line item, unless otherwise indicated in the quotation. Superload permits may take up to 90-120 days for approval and are subject to the requirements of the granting agency. Note: Due to on-going challenges in receiving permits in a timely fashion due to the constant changes in the various jurisdiction's bureaucracies. As well as significant construction projects and subsequent restrictions on major routes, additional charges may apply to your shipment. T-Lane will order permits immediately upon confirmation of shipment based on dimensions provided thereon. If the dimensions are incorrect or if our truck reaches said jurisdiction or construction area prior to receiving a permit or clearance, standby rates will apply.



Additionally, any costs associated with getting the necessary permits or clearance including, but not limited to; administration, barrier removal, additional police or pilot escorts, route surveys etc. will be applicable at cost plus 10%. T-Lane promises to be transparent in such transactions and will do everything in our control to mitigate these costs.

Pressure Washing: T-Lane can arrange to have your vehicle/machinery pressure washed prior to exporting. Please note; T-Lane cannot accept responsibility should the cleaned vehicle/machinery be denied entry into the destination country. T-Lane recommends the client have a Marine Surveyor inspect your shipment prior to departure.

Product Protection: Tarping, wrapping, sealing or protection from natural elements, if requested or required, will be billed separately.

Quotations: Rate quotations are subject to equipment availability. A quote is based on weights and dimensions as supplied and stated by client. Should the actual weights and dimensions vary, the rates may change accordingly. In no way does the company guarantee it can move the above-mentioned load(s) within the customer's schedule. Unless stated otherwise, quotes are not valid during spring weight restrictions. Unless stated otherwise, quotes (and our Bill of Lading) include cargo insurance up to \$2.00 per pound with a \$100,000.00 (CDN) maximum. The Company assures no liability beyond this limit unless a higher value is declared on the bill of lading and any additional charge is agreed to prior to commencing work. For loads to and from Mexico, there is no insurance coverage included for the Mexican leg of the trip. Rate quotations do not include Customs Brokerage fees, duties or taxes. Unless stated otherwise, loading and unloading is by others at their expense. This quote allows 2 hours free loading and 2 hours free unloading time per load. Excess time will be billed at applicable hourly rates. Loading time includes time for tarping and time waiting for shipping and customs documents. Rate is good for 30 days. Taxes are not included unless otherwise specified. Rate is subject to demurrage and accessorial charges, if applicable. Shipper is responsible for additional crating or support if required to safely transport commodity. Carrier is not responsible for any direct or indirect damages whatsoever, including but not limited to damages resulting from delays caused by fires, strikes, governmental regulations, accidents, carriage service failures, adverse weather conditions, or any other cause beyond its control.

Rates: Our rates are based on the origin, destination, weights and dimensions provided to T-Lane by the client. A change in any one of these items at the time of shipping may result in a change in the rate charged. Rates are good for 30 days from the date of the quote being presented from T-Lane to the client.

Route Surveys: There are times it is required that a Route Survey must be performed to ensure safe transport of your shipment. The Route Survey may result in discovering the proposed route is not viable. All Route Surveys are deemed to be payable, regardless of the results.

Taxes: Where applicable, all government sales taxes, excise taxes, GST, HST or similar fees are in addition to the rates quoted.



Transit Times: All transit times provided are based on acceptable industry standards but do not represent a guarantee of pick up or delivery dates and times. Every reasonable effort will be made, however, delays outside of T-Lane's direct control including but not limited to: inclement weather, permit conditions or delays and road/bridge construction may result in standby charges for equipment and labour. An hourly rate for standby will be charged based on the equipment being used.

Standby Time: Unless otherwise specified in the quotation the applicable standby time rates apply. Additionally, standby rates apply for any delay beyond T-Lane's control on site or in transit as mentioned in Transit Times. Furthermore, standby time starts at the gate of any site, and in the case of border crossing, free time is not applicable and standby will be billed in 15-minute increments for paperwork/clearance issues no fault of T-Lane's. Please refer to quotation for standby rates.

Important Notes, Comments & Supplementary Terms and Conditions

This quote is an estimate only and is provided for budgeting purposes only.

We have not taken any steps to verify clearances, route obstructions, third party pricing, utility charges, high load escort fees, equipment availability or any site-specific requirements. Break out pricing shown is for information purposes only and is based on T-Lane being awarded the entire scope of work.

1. This estimate is based on dimensions and weights provided therefore all clearances needed during the transportation will be determined upon obtaining the GA drawing with final dimensions or confirmation of dimensions and weights by T-Lane personnel.
2. All rates are subject to equipment availability, issuance of all municipal and provincial permits along with a detailed operational and route study.
3. A requirement of 48" consistent lineal clearance from ground level to the bottom of the module or shipping beams & lateral clearance of 12'6" between customer supplied and staged mod stands or blocking to accommodate self-loading and self-offloading via hydraulic transport trailers.
4. Overtime premiums will apply to all hours worked on weekend and holidays. Unless stated otherwise, the prices quoted are based on rates in effect for regular working hours Monday to Friday ten (10) hours a day. Should there be circumstances beyond our control where work is required outside of those regular hours, overtime premiums will apply to all overtime hours worked.
5. Permission for use of private access roads to site may be required from the Landowner/Leaseholder and is to be obtained by the customer at no additional costs to T-Lane.
6. Adequate provisions for jacking, crane lifting and load securement (tie down points) are to be provided by others at no cost to T-Lane.
7. This quotation is valid for 30 days only unless stated otherwise.

Estimate Acceptance - By an Authorized Officer of the Company

All freight transported by T-Lane its affiliates, divisions or sub-contractors are subject to these terms and conditions regardless if explicated agreed to or not. Upon email acceptance, award, and/or P.O. from your



Company, please be advised that you are acknowledging the acceptance and understanding of the above terms & conditions, and are authorizing T-LANE to begin all necessary studies as well as the possibility of incurring any costs in relation to the project and subsequent transportation of this cargo. We look forward to working with you and we appreciate your consideration of T-LANE for this project.