



# TERMS & CONDITIONS

Domestic Shipments (Canada)  
Commerce Solutions (Sameday Worldwide)

## 1. National Rates

National Rates are a percentage discount from the General Rates for Commerce Solutions published on the Day & Ross website at [dayross.com](http://dayross.com).

## 2. "Cash Collect" or "Cash Prepaid" Shipments

Direct Service Points will be charged \$15.00 per shipment, and Extended Service Points (as described in section 38 below) will be charged \$25.00 per shipment.

## 3. C.O.D. Shipments

A Direct Service Points remittance fee shall be calculated on the basis of 2.00% of the C.O.D. amount, with a minimum of \$25.00 per shipment. For deliveries to Extended Service Points, the remittance fee shall be 3.50% of the C.O.D. amount with a minimum of \$50.00 per shipment.

## 4. Cheque Return Service

A cheque return service will be provided at a charge of \$20.00 per shipment to Direct Service Points only. Cheques or bank drafts must be made payable to the shipper. Day & Ross will NOT be responsible for ensuring the authenticity or for verifying the date or the amount on any payment instruments. Day & Ross will NOT be liable for any bank drafts or company or certified cheques that fail to clear or any service fees arising therefrom under any circumstances whatsoever.

## 5. Maximum Liability

Day & Ross's maximum Liability is limited to the lesser of (i) \$2.00 per pound for loss or damage to goods computed on the total actual weight of the shipment, or (ii) the value of the goods at the place and time of shipment, including freight and other charges if paid, unless shipper or appropriate party has declared a higher value for the goods in the declared value portion of the waybill/bill of lading: in which case, Day & Ross's maximum liability shall be the declared value of the goods, and a surcharge of 3.00% of the total declared value will apply. Day & Ross reserves the right to decline any shipment with a declared value in its sole discretion. All used goods and personal effects will be shipped at Shipper's risk of damage, with no liability whatsoever to Carrier for any damages. Shipper Load and Count (SL&C): Where Carrier selects to sign for freight under SL&C notation, Carrier will notify Shipper of any discrepancies within 24 hours after first break. This will not include weekends or holidays, in which case such notice shall be provided within 24 hours following the next business day. Carrier will not be liable for uncountable, palletized orders, picked up and delivered with wrap intact. Shipper agrees that no claim will be filed where such discrepancies have been properly reported. Failure to report such discrepancies transfers full responsibility for loss and/or damage to the Carrier.

## 6. Notice of Claim

(1) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless such losses or damages are noted in the proof of delivery at the time of delivery and notice thereof setting out the 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 to the delivering carrier within sixty (60) days after delivery of the goods or partial delivery of the goods, or in the case of failure to make delivery, within nine (9) months of the date of shipment.

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

## **7. Consignor's Warranties as to Preparation of Shipment**

The consignor warrants to the carrier:

(1) The cartons, containers and goods have been marked accurately to identify the consignee, the consignee's address, number of pieces and any delivery instructions and that such markings are consistent with the markings and instructions of this Bill of Lading.

(2) The goods have been properly packaged and prepared to withstand those risks of damage necessarily incidental to transportation. All shipments greater than 80 pounds are to be tendered in a consolidated manner, secured to a pallet, with zero over hang. Shipments that have freight overhanging the pallets are shipped at owners risk of damage.

(3) Each package and/or article in the shipment is properly described, labelled, classified, described, and marked in accordance with industry standards including correct weight and measurement

(4) If these goods are Dangerous Goods, the goods and this Bill of Lading have been prepared to comply with all Federal and Provincial Laws and Regulations applicable to the Transportation of Dangerous Goods and subject to section 12 of these Terms and Conditions.

## **8. Money-Back Guarantee**

Money-back guarantee is only offered on Commerce Solutions 9:00 am Delivery Service. Day & Ross does not guarantee "on time delivery shipments" that have been delayed due to circumstances beyond Day & Ross's control, including but are not limited to, Acts of God, refusal of shipment, weather, labour disruptions or strike, disruption in the transportation network such as weather or civil commotions, the nature of the freight or any defects thereof, acts of public enemies, hazards incident to a state of war, acts of terrorism, acts or defaults or omissions of the shipper or consignee.

## **9. Cube and Reweigh**

All GROUND shipments are subject to a minimum cube factor (density) of 10 pounds per cubic foot up to 15 linear feet of trailer.

Shipments occupying over 15 feet of trailer shall be subject to a charge of 1,000 pounds per linear foot. All AIR shipments are subject to a minimum cube factor (density) of 12 pounds per cubic foot. Day & Ross reserves the right to verify the weight and/or the cubic dimensions of all shipments. Applicable freight charges will be invoiced based on the verified weight and/or verified cubic dimensions. Any non-stackable freight that cannot be sent loose is subject to a cube height of 96 inches. Any piece 72 inches and above will be subject to the application of a 96 inch cubing rule.

## **10. Heated Service**

Heated Service shall be charged at \$10.00 per shipment. Heated service is available from October 15 to April 15. Heated Service is not guaranteed in pick-up or delivery vehicles.

### **11. Delivery Attempts**

If more than one delivery attempt is required, each additional attempt will be charged a minimum fee of \$15.00 for Direct Service Points. Additional charges may apply to Extended Service Points.

### **12. Dangerous Goods**

Dangerous goods will be accepted provided they comply with the provisions of the I.A.T.A. "Dangerous Goods Regulations" and the Canadian "Transportation of Dangerous Goods Act", with the exception of Explosives, Radioactive Substances and Hazardous Wastes. A surcharge will be applied based on the commodities and mode of delivery.

Dangerous Goods shipments must be clearly described on the waybill and in accordance with all laws. A flat charge of \$30.00 per shipment for ground service to Direct Services Points, and a flat charge of \$75.00 per shipment for air service will apply. For Extended Service Points, a flat charge of \$100.00 for ground service, and \$150.00 for air service will apply. A service delay may occur on dangerous goods shipments moving via air service.

### **13. After Hours**

Deliveries or pick-ups between the hours of 6:00pm and 8:00am will be charged an additional rate of \$50.00 per hour, with a minimum applicable charge for 2 hours.

### **14. Weekend / Holiday Service**

Services for weekends or holidays are available upon request at a rate of \$60.00 per hour, with a minimum applicable charge of 4 hours.

### **15. Extra Labour**

Extra labour for loading and/or unloading is available to or from Direct Services Points at a rate of \$30.00 per hour per person with a minimum applicable charge for 4 hours per person. Spot quotes will be provided for extra labour requests for Extended Service Points.

### **16. Chain of Signature Service**

Only single-piece shipments shall be accepted. A surcharge of \$15.00 per piece will apply to Direct Service Points only.

### **17. Appointment Deliveries**

A surcharge of \$25.00 per shipment will apply for deliveries by appointment. Waiting time in excess of 15 minutes will be charged in accordance with the waiting time Surcharge herein. HOMEWAY service levels are exempt from this charge.

### **18. Waiting Time**

A surcharge of \$30.00 for every 30 minutes after the first 15 minutes of free time, will apply for vehicles smaller than 5 tonnes. For vehicles that are 5 tonnes or larger, a surcharge of \$75.00 for every 30 minutes after the first 15 minutes of free time will apply.

### **19. Oversize Shipments**

A surcharge of \$15.00 per piece will apply for any piece having a dimension that exceeds 96 inches.

## **20. Tailgates**

A surcharge of \$45.00 will apply to any shipment requiring a tailgate vehicle for Direct Service Points, and \$75.00 per shipment for Extended Service Points. These charges will apply for any piece exceeding 165 inches in girth, high value electronics exceeding 145 inches in girth, or any commodity exceeding 75 pounds of actual weight.

## **21. Storage**

Storage charges will be applied after 48 hours of failing to complete delivery and/or receipt of disposition. Charges will be assessed at \$20.00 per day per pallet or part pallet. Weekends and holidays will not be included in the calculation of free time, but will be included in the assessment of charges.

## **22. POD and BOL Requests**

Copies of the proof of delivery or bill of lading will be at a charge of \$5.00 per document. All documents are available on our website at [dayross.com](http://dayross.com).

## **23. Restricted Articles**

Goods of extraordinary value will not be accepted for transportation. These include coin and currency, precious metals, stones or any other article of extraordinary value. Refer to "Restricted Article List" on our website at [dayross.com](http://dayross.com).

## **24. Consequential Loss or Damage**

Day & Ross will not be responsible for any consequential loss or damage (see reverse side of Bill of Lading for this and other important limitations). Subject to the limitations of liability contained in Day & Ross's Bill of Lading, Day & Ross will not be held liable for any miscellaneous charges or costs assessed by shipper, consignee or any third party that do not directly relate to the value of the goods transported, as determined at the time and place of shipment. Examples of non-claimable charges or costs include, but are not limited to the following: penalties levied against shipper, carrier or a third party for late delivery, missed appointment, split deliveries, shortages, damages, etc.

## **25. Taxes & Surcharges**

Where applicable, any government taxes or surcharges and current applicable fuel surcharges will apply.

## **26. Claims**

All freight charges must be paid before any claims can be processed. At no time can freight charges be withheld or deducted from unsettled claims.

## **27. Address Change or Verification**

A surcharge of \$11.00 will apply if Day & Ross is unable to deliver a shipment because of an incorrect address or where a shipment is addressed to a Post Office Box.

## **28. Residential Points**

A minimum additional charge of \$75.00 will apply for pick up or delivery of shipments to residential Extended Service Points unless such shipments are scheduled on a HOMEWAY service level.

## **29. Bill to Account Information**

An additional charge of \$11.00 per shipment will be charged to the shipper where the account number for the "bill to" party is missing or incorrect.

### **30. Credit Card Fees**

Any rates provided are exclusive of credit card fees. Should credit cards be used for making payments, Day & Ross reserves the right to adjust its rates to include such fees.

### **31. Payment Terms**

Freight charges are to be paid within 30 days from date of invoicing. Any balance outstanding over 30 days will be subject to a compounded interest charge of 2.00% per month (or 26.80% annually) from the date of the invoice. Day & Ross reserves the right to withhold the delivery of any shipment pending the payment of any and all amounts due.

### **32. Overcharges and Undercharges**

Any action or proceeding by Day & Ross to recover undercharges alleged to be due hereunder, and any action or proceeding by the customer to recover overcharges alleged to be due hereunder, shall be commenced not more than one hundred and eighty (180) days after the original delivery date with respect to which such undercharges or overcharges are claimed. To the extent permitted by applicable law, the expiration of the said one hundred and eighty (180) day period shall be a completed and absolute defense to any such action or proceeding without regard to a mitigating or extenuating circumstance or excuse, whatsoever.

### **33. Trade Show Pick-Ups & Deliveries**

Pick-ups and/or deliveries to tradeshow will be subject to a minimum surcharge of \$150.00 for Direct Service Points. Spot quotes will be provided for deliveries to Extended Service Points.

### **34. Paper Invoicing**

A surcharge of \$2.00 per invoice will be applied for any paper invoices required to be issued.

### **35. Invoice Adjustments**

A surcharge of \$18.00 per error will be applied where an invoice adjustment is attributable to an error by the customer.

### **36. Ferry Surcharge**

Ground Shipments between Newfoundland and other Canadian provinces or territories will be subject to a surcharge of \$0.47 per shipment.

### **37. Pickup Attempts**

A surcharge of \$10.00 will apply when an attempt to pick up the shipment is made and the freight is unavailable.

### **38. Extended Service Points**

Extended Service Points are those points identified by an asterisk (\*) preceding the zone in the Domestic Zone Matrix published on the Day & Ross website at [dayross.com](http://dayross.com).

### **39. Homeway Services**

Homeway Services include appointment, and 1 or 2 man delivery charges based on the service requested. If Day & Ross is required to install or set-up the goods delivered at or in the customer's premises, and/or remove or haul away any items from the customer's premises ("Non-Carriage Services"), the amount of any loss or damage for which the carrier is liable while providing Non-Carriage Services, whether or not the loss or damage results from negligence, shall be the lesser of: (a) the actual value of the loss or damage; or (b) the sum of \$500.

The customer shall indemnify and hold Day & Ross harmless from all damages, costs, and expenses incurred as a result of any threatened or actual suit, proceeding, claim or demand of any nature by the customer, in connection with any allegation that Day & Ross caused any loss or damage while providing Non-Carriage Services.

#### **40. Currency**

All charges listed in this document are stated in Canadian currency.

#### **41. Road Closure or Detour**

In the event of a Road Closure or Detour, an additional charge may apply.

#### **42. Subject to Change**

These Terms and Conditions are subject to change without notice at Day & Ross's discretion. A current copy of these Terms and Conditions can be found on the Day & Ross website at [dayross.com](http://dayross.com).