



## General Terms and Conditions

**T-Lane:** The term "T-Lane" will mean T-Lane Transportation, Logistics and Cranes and their approved sub-contractors and employees.

**Client:** The term "Client" will mean the person or company that contracts the work to T-Lane Transportation and Logistics 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 insure that all avenues of access can sustain the weight of the equipment (loaded or not). T-Lane Transportation 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:** Items such as but not limited to: utility crews, wire lifting, engineering studies, route surveys, police escorts, pilot cars, road closures and site visits if required and are not stated in the quote will be charged as an extra line item on the invoice on a cost plus basis.

**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.

**Drawings / Photos:** There may be times when T-Lane will require from the client drawings that show shipping dimensions, centre of gravity, orientation of any nozzles, tie down locations and other required details to assist in the safe transport of your product. 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.

**Flat Rack and Open Top Containers:** T-Lane Transportation, Logistics and Cranes employs experienced and professional staff for the loading of all 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. If you do not wish to have a lashing certificate issued by a marine cargo surveyor, any additional costs assessed by the steamship line or port will be passed back to you. Costs may include but are not restricted to items such removing, re-working and returning the shipment or steamship line assigned marine cargo surveyor costs.

**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. 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.

**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.

**Insurance:** Unless stated otherwise, cargo insurance is \$2.00 per pound with a \$100,000 (CDN) maximum. T-Lane 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. Additional coverage is available. Please speak with your T-Lane representative for a competitive quotation.

**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 Transportation's equipment at no charge.

**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 fifteen (15) 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 8 weeks for approval and are subject to the requirements of the granting agency.

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

**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, customs clearance, customs duties, 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.

**Waiting Time:** Unless otherwise specified in the quotation, allowable loading and unloading time is 2 hours at each end. Any waiting time beyond this will be charged by the hour to a maximum of 12 hours per day. The hourly rate will vary dependant on the type of equipment being used.

**I have read and agree to all of the above terms and conditions:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_