

**REFRIGERATED AND FROZEN DISTRIBUTION RATE SERVICE AGREEMENT**

**Terms & Conditions:**

- **EFFECTIVE DATE:** Upon the receipt of this Agreement and the provision of carrier services, a contract shall have been constituted for the provision of carrier services described in this Agreement. Tendering of a shipment shall be deemed to be acceptance of the terms and conditions contained in this Agreement.
- **CHARGES APPLICATION:** Billable shipping weight is assessed on Gross weight, or at a minimum of 15 lbs per cubic foot or 1,000 lbs per lineal ft on 20 feet or more of trailer space occupied. Pallets which are deemed Non-Stackable, in terms of either base or top load will be charged out at 1,500 lbs per pallet position. Freight rates do not include pallet return or exchange as VersaCold does not participate in such programs.
- **LIABILITY:** Notwithstanding any other term or condition contained in the Bill of Lading or other shipping document, the amount of any loss or damage to a shipment shall not exceed \$2.00 per pound (computed on the actual weight of the shipment) unless a higher value is declared on the face of the Bill of Lading by the consignor. In the event a value in excess of \$2.00 per pound is declared, 2% of the value, based on actual weight, will be assessed and charged. VersaCold is NOT liable to consignor, consignee, owner or any third party for any loss, damage or destruction of the goods where the consignee or owner has signed a Proof of Delivery indicating that the goods have been received in good order. VersaCold is NOT liable for any fines that may incur from its suppliers/vendors/customers.
- **CLAIMS:** Claims for loss, damage or delay shall be made in writing within sixty (60) days after delivery of the goods or, in the case of failure to make delivery, within nine (9) months from the date of shipment. The final statement of the claim must be filed within 9 months from the date of shipment together with a copy of the paid freight bill.
- **FORCE MAJEURE:** VersaCold is NOT liable for loss, damage or delay to any shipment caused by an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, quarantine or differences in weights of grain, seeds or other commodities caused by natural shrinkage.
- **FUEL SURCHARGES:** Subject to LTL (billed less than 10,000 lbs) and TL (billed at 10,000 lbs or greater) fuel surcharges.
- **REGULATORY COMPLIANCE:** All shipments must meet transportation rules and regulations, including CFIA rules and regulations for meat shipments.
- **TERMS OF PAYMENT AND TAXES:** Invoices are payable within 30 days of date of invoice and are subject to all applicable government taxes. Invoices exceeding 30 days are subject to an interest charge of 1.5% per month (18% per annum).
- **SERVICE SCHEDULE:** Please contact your local VersaCold center for a copy of the Service Schedule
- **GOVERNING LAW:** This Agreement shall be interpreted and governed by the laws of the province of Ontario and the parties agree to submit to the exclusive jurisdiction of the courts of such province.

**Expires: December 31, 2018**