



# **DOMESTIC MASTER TARIFF LTL/TL**

**DAY & ROSS INC. TARIFF DR1997**  
**Effective January 16, 2026**  
**CANCELS TARIFF DR1992B**

Supplement #1 to Tariff DR-1997 containing rules, regulations, rates, and charges for general merchandise between points in Canada.

Individual contract tariffs subject to this publication will be allowed the following rate applications:

- A 30% discount will apply from F.A.K. rates as published in the DR1997 and reissues thereof from point of origin to other direct service points not otherwise specifically referenced in these individual contract tariffs.
- This discount also applies on per shipment charges with the exception that movements within the Maritime Provinces and/or within Newfoundland will be subject to a minimum charge of \$30.00 per shipment.

## **POINT TO POINT RATING**

STEP 1: Locate Origin and final Destination point in Rate Matrix (Section 2).

STEP 2: Locate Rate Base Number in Matrix.

STEP 3: Use rates associated with the Rate Base Number.

## **IF EITHER ORIGIN AND/OR DESTINATION POINTS ARE NOT FOUND IN MATRIX**

STEP 1: Locate points in Index of Points (Section 4).

STEP 2: Determine that point's associated Basing Point.

STEP 3: Locate Basing Points in Rate Matrix (Section 2).

STEP 4: Locate Rate Base Number in Matrix.

STEP 5: Use rates associated with the Rate Base Number.

## **IF DESTINATION POINT IN INDEX HAS A BEYOND RATE BASE**

STEP 1: Follow one of the above procedures.

STEP 2: Locate beyond Rate Base Number (Section 3).

STEP 3: Use beyond rates associated with Beyond Rate Base Number.

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## Prince Edward Island

CHARLOTTETOWN, PE		
BETHEL	KEPPOCH	SOUTHPORT
BRACKLEY	KINLOCK	STRATFORD
BUNBURY	LOBSTER POINT	TEA HILL
CORNWALL	MARSHFIELD	WARREN GROVE
CROSS ROADS	MILE CREEK	WEBSTERS CORNER
EAST ROYALTY	MILTON STATION	WEST ROYALTY
ELMWOOD	NORTH RIVER	WINSLOE
HILLSBOROUGH PARK	PARKDALE	WINSLOE NORTH
HILLSBOROUGH RIVER	ROSEBANK (QUEENS)	WINSLOE SOUTH
	SHERWOOD	

## Nova Scotia

DARTMOUTH, NS		
ARMDALE	FLETCHERS LAKE	MILLERS LAKE
BAYERS LAKE	GOODWOOD	MINEVILLE
BEAVER BANK	HALIBUT BAY	MONTAGUE GOLD MINES
BEAVERBANK	HALIFAX	MUSHABOOM
BEDFORD	HALIFAX INTERNATIONAL AIRPORT	MUSQUODOBOIT HARBOUR
BEECHVILLE	HAMMONDS PLAINS	NORTH PRESTON
BLIND BAY	HATCHET LAKE	PRESTON
BROOKSIDE (HALIFAX)	IMPEROYAL	PURCELLS COVE
BURNSIDE (HALIFAX)	INDIAN HARBOUR	RAGGED LAKE
BUSH ISLAND	KINSAC	ROCKINGHAM
CHERRY BROOK	LAKE ECHO	SACKVILLE
CLAYTON PARK	LAKE FLETCHER	SHEARWATER
COLBY VILLAGE	LAKESIDE (HALIFAX)	SPRYFIELD
COLE HARBOUR	LAKEVIEW	TUFTS COVE
COLE HARBOUR (HALIFAX)	LAWRENCETOWN (HALIFAX)	UPPER SACKVILLE
COW BAY	LEWIS LAKE	WAVERLEY
EAST PRESTON	LOON LAKE	WESTPHAL
EASTERN PASSAGE	LOWER SACKVILLE	WILLIAMSWOOD
FAIRVIEW	LUCASVILLE	WINDSOR JUNCTION
FALL RIVER	MIDDLE SACKVILLE	WOODSIDE

### NEW GLASGOW, NS

ABERCROMBIE	FRASERS MOUNTAIN	MOOSE RIVER (PICTOU)
ALMA	FRENCH RIVER (PICTOU)	MOUNT THOM
AVONDALE	GLEN ROAD	MOUNT WILLIAMS
BAILEYS BROOK	GLENCOE (PICTOU)	PICTOU
BARNEYS RIVER	GLENGARRY STATION	PICTOU LANDING
BAY VIEW (PICTOU)	GORDON SUMMIT	PIEDMONT
BLUE MOUNTAIN	GRANTON	PINE TREE
BRAESHORE	GREENHILL	PLYMOUTH (PICTOU)
BRIDGEVILLE	GREENS BROOK	PRIESTVILLE
BROOKVILLE	HOPEWELL	RIVERTON
BURNSIDE (COLCHESTER)	KNOYDART	SAINT PAULS
CARIBOU	LIMEROCK	SALT SPRINGS (PICTOU)
CARIBOU RIVER	LINACY	STELLARTON
CENTRAL WEST RIVER	LISMORE	SUNNYBRAE
CHURCHVILLE	LITTLE HARBOUR	SUTHERLANDS RIVER
COALBURN	LOCH BROOM	SYLVESTER
DURHAM	LYONS BROOK	THORBURN
EAST RIVER ST MARYS	MCARRAS BROOK	TRENTON
EGERTON	MCLELLANS BROOK	WEST RIVER STATION
EUREKA	MERIGOMISH	WESTVILLE
FERRONA		

### SYDNEY, NS

ALDER POINT	GRAND LAKE ROAD	POINT EDWARD
ASHBY	GRAND MOUNTAIN	PORT CALEDONIA
BALLS CREEK	GROVES POINT	POTTEL LAKE
BEECHMONT	HOWIE CENTRE	PRIME BROOK
BIG BRAS D'OR	IRONVILLE	RESERVE MINES
BLACKETTS LAKE	LEITCHES CREEK	RIVER RYAN
BRAS D'OR	LINGAN	RIVERVILLE
BRIDGEPORT	LITTLE BRAS D'OR	ROSEBURN
COXHEATH	LITTLE POND	SANDFIELD
DOMINION	LONG ISLAND	SCOTCH LAKE
DUTCH BROOK	MELVILLE	SCOTCHTOWN
EDWARDSVILLE	MEMBERTOU	SIGHT POINT
FLORENCE	MILL CREEK	SOUTH BAR
FRENCHVALE	MILLVILLE BOULARDERIE	SYDNEY FORKS
GARDINER MINES	MIRA ROAD	SYDNEY MINES
GEORGES RIVER	NEW ABERDEEN	SYDNEY RIVER
GILLIS LAKE	NEW VICTORIA	TOWER ROAD
GLACE BAY	NEW WATERFORD	VICTORIA MINES
GLENORA FALLS	NORTH SYDNEY	WESTMOUNT
GLENVILLE	POINT ACONI	WHITNEY PIER

## Newfoundland & Labrador

**CLARENVILLE, NL**

ADEYTOWN	HARCOURT	QUEENS COVE
ASPEY BROOK	HATCHET COVE	RANDOM ISLAND WEST
BRITANNIA	HILLVIEW	SHOAL HARBOUR
BUTTER COVE	ISLAND COVE	SNOOKS HARBOUR
CLIFTON	IVANHOE	SOMERSET
DEEP BIGHT	IVANY'S COVE	SOUTHPORT
DEER HARBOUR	LADY COVE	ST JONES WITHIN
ELLIOTTS COVE	MILTON	WATERVILLE
FOSTERS POINT	MONROE	WEYBRIDGE
GEORGES BROOK	PETLEY	WHIFFEN HEAD
	PLACENTIA BAY	WHITE HILLS

**CORNER BROOK, NL**

BENOITS COVE	HUMBER VALLEY	PASADENA
BOTTLE COVE	HUMBERMOUTH	PETRIES
CORMACK	IRISHTOWN	PYNNS BROOK
COX'S COVE	JOHN'S BEACH	REIDVILLE
CURLING	LARK HARBOUR	SOUTH BROOK (PASADENA)
DEER LAKE	LITTLE RAPIDS	ST JUDES
FRENCHMANS COVE BOI	MASSEY DRIVE	STEADY BROOK
GILLAMS	MCIVERS	SUMMERSIDE
HALFWAY POINT	MEADOWS	WILD COVE (BAY OF ISLANDS)
HUGHES BROOK	MOUNT MORIAH	WILTONDALE
HUMBER ARM SOUTH	NICHOLSVILLE	YORK HARBOUR

**GRAND FALLS, NL**

ASPEN BROOK	JUMPERS BROOK	PORTERVILLE
BADGER	LAURENCETON	RED CLIFF
BISHOPS FALLS	LEWISPORTE	RUSHY POND
BOTWOOD	NORRIS ARM	STANHOPE
BROWNS ARM	NORTHERN ARM	THUNDER BROOK
FORTUNE HARBOUR	NOTRE DAME JUNCTION	WINDSOR
GRAND FALLS WINDSOR	PETERVIEW	WOODDALE
	PHILLIPS HEAD	

**MARYSTOWN, NL**

BAINE HARBOUR	JACQUES FONTAINE	PARKERS COVE
BAY L'ARGENT	JEAN DE BAIE	RED HARBOUR
BAY LARGENT	LEWINS COVE	ROCK HARBOUR
BAY VIEW	LITTLE BAY EAST	RUSHON
BEAU BOIS	LITTLE BAY (PLACENTIA)	SOUTH EAST BIGHT
BOAT HARBOUR WEST	LITTLE HARBOUR (BURIN)	SPANISH ROOM
BROOKSIDE	LITTLE HARBOUR	ST BERNARDS
COLLINS COVE	LITTLE HARBOUR EAST	ST BERNARDS-JACQUES FONTAINE
ENGLISH HARBOUR EAST	MOLLIERS	TAYLORS BAY
GRAND LE PIERRE	MONKSTOWN	TERRENCEVILLE
HARBOUR MILLE	MOORING COVE	TIDES POINT

**ST JOHN'S, NL**

BAULINE	GOULDS	PETTY HARBOUR
BELL ISLAND	GREELEYTOWN	PLEASANTVILLE
BURNT COVE	KELLIGREWS	PORTUGAL COVE
CAPE SPEAR	KILBRIDE	PORTUGAL COVE-ST PHILIPS
CHAMBERLAINS	LOGY BAY	QUIDI VIDI
CONCEPTION BAY	LONG POND	ROCK COVE
CONCEPTION BAY SOUTH	MADDOX COVE	SHEA HEIGHTS
CUCHOLDS COVE	MANUELS	ST PHILLIPS
DONOVANS	MIDDLE COVE	ST THOMAS
FLAT ROCK	MOUNT PEARL	TOPSAIL
FOXTRAP	OUTER COVE	TORBAY
	PARADISE	

## New Brunswick

<b>BATHURST, NB</b>		
ALCIDA	JANEVILLE	RIORDON
BATHURST MINES	LAPLANTE	ROBERTVILLE
BELLEDUNE	LITTLE RIVER GLOUCESTER COUNTY	ROSEHILL
BELLEDUNE RIVER	MADRAN	ROUGH WATERS
BERESFORD	MIDDLE RIVER	SAINTE LOUISE
BIG RIVER	MIRAMICHI ROAD	SAINTE THERESE SUD
BRUNSWICK MINES	NEPISIGUIT FALLS	SALMON BEACH
CHALEUR BEACH	NICHOLAS DENYS	SORMANY
CHAMBERLAIN SETTLEMENT	NIGADOO	SOUTH TETAGOUCHE
CULLIGAN	NORTH TETAGOUCHE	ST LAURENT
DAUVERSIERE	PABINEAU FIRST NATION	SAINTE ROSETTE
DUNLOP	PETIT ROCHER	STONEHAVEN
ELMTREE	PETIT ROCHER NORD	TETAGOUCHE
FREE GRANT	PETIT ROCHER SUD	TREMBLAY
GLOUCESTER COUNTY	POINT LA NIM	TURGEON
GOODWIN MILLS	POINTE VERTE	VALLEE LOURDES
HAUT BERTRAND	POIRIER SUBDIVISION	YOUGHALL
HEATH STEELE	POKESHAW	

**EDMUNDSTON, NB**

ALBERTINE	LEVESQUE	ST HILAIRE
BOSSE	MADAWASKA MALISEET FRST NATION	ST JACQUES
BOUCHER	QUISIBIS	SAINT JOSEPH DE MADAWASKA
GREEN RIVER	RIVIERE VERTE	SUNBURY
IROQUOIS	ST BASILE	VERRET

**FREDERICTON, NB**

BARKERS POINT	HANWELL ROAD	NEW MARYLAND
BURTON	ISLAND VIEW	NOONAN
CAMP GAGETOWN	KILLARNEY ROAD	OROMOCTO
CHARTERS SETTLEMENT	KINGS LANDING	PENNIAC
DEVON	KINGSCLEAR	RICHIBUCTO ROAD
DOAK SETTLEMENT	KINGSLEY	ROYAL ROAD
DOUGLAS	LINCOLN	RUSAGONIS
DURHAM BRIDGE	LONGS CREEK	SHEFFIELD
ENGLISH SETTLEMENT	LOWER ST MARYS	SILVERWOOD
ESTEYS BRIDGE	MARYSVILLE	TRACYVILLE
FRENCH LAKE	MAUGERVILLE	UPPER KINGSCLEAR
FRENCH VILLAGE (YORK)	MCLEOD HILL	WAASIS
GEARY	NASHWAAKSIS	WATERVILLE SUNBURY
HANWELL	NASONWORTH	WOODLANDS

**HARTLAND, NB**

ARGYLE	GRAFTON	PEMBROKE
ASHLAND	GREEN ROAD	PIERCEMONT
AVONDALE	GREENFIELD	PLYMOUTH
BANNON	GREGG SETTLEMENT	RED BRIDGE
BATH	HARTFORD	RICHMOND CORNER
BEARDSLEY	HARTLEY SETTLEMENT	RICHMOND SETTLEMENT
BEDELL	HOLMESVILLE	RIVERBANK CARLETON CO
BEECHWOOD	HOWARD BROOK	ROCKLAND
BELLEVILLE	JACKSON FALLS	ROSEDALE
BLOOMFIELD (CARLETON)	JACKSONTOWN	ROYALTON
BRISTOL	JACKSONVILLE	SIMONDS
BUBARTOWN	JOHNVILLE	SOMERVILLE
BULLS CREEK	KILLOWEEN	SPEERVILLE
CANCEL	KIRKLAND	ST THOMAS
CARLISLE	KNOWLESVILLE	STICKNEY
CARLOW	KNOXFORD	SUMMERFIELD (CARLETON)
CENTREVILLE	LAKEVILLE (CARLETON)	TEEDS MILLS

CHARLESTON	LANSDOWNE	TRACEY MILLS
CLEARVIEW	LINDSAY	UNION CORNER
CLOVERDALE	LONG SETTLEMENT	UPPER BRIGHTON
COLDSTREAM	LOWER BRIGHTON	UPPER KENT
CONNELL	LOWER KNOXFORD	UPPER WOODSTOCK
DEBEC	MAINSTREAM	VICTORIA CORNER
DEERVILLE	MAPLEDALE	WAKEFIELD
DIVIDE	MAPLEHURST	WATERVILLE
EAST CENTREVILLE	MONQUART	WATSON SETTLEMENT
ELMWOOD	MOOSE MOUNTAIN	WESTON
FIELDING	MOUNT PLEASANT	WICKLOW
FLEMINGTON	NEWBRIDGE	WILLIAMSTOWN (CARLETON)
FLORENCEVILLE	NEWBURG	WILLIAMSTOWN
FLORENCEVILLE BRISTOL	NORTHAMPTON	WILMOT
GLASSVILLE	OAKLAND	WINDSOR
GOOD CORNER	PEEL	WOODSTOCK
GORDONSVILLE		WOODSTOCK FIRST NATIONS

#### MONCTON, NB

ALLISON	HARRISVILLE	PINE GLEN
BERRY MILLS	HUMPHREY	POINTE DU CHENE
BIRCH RIDGE	INDIAN MOUNTAIN	PRE D'EN HAUT
BOUNDARY CREEK	IRISHTOWN	RIVERVIEW
CALHOON	JAILLETVILLE	SAINT PHILIPPE
CAP BIMET	LAKEBURN	SCOUDOUC
CHARTERSVILLE	LAKEVILLE(WESTMORLA ND)	SCOUDOUC ROAD
COLPITTS SETTLEMENT	LEGERVILLE	SHEPODY
COVERDALE	LEWIS MOUNTAIN	ST ANSELME
CURRYVILLE	LEWISVILLE	STEEVES MOUNTAIN
DIEPPE	LITTLE ALDOUANE	STILESVILLE
DOVER	LITTLE CAPE	STONEY CREEK
EAST BRANCH	LOWER COVERDALE	SURREY
EDGETTS LANDING	LUTES MOUNTAIN	TURTLE CREEK
FOX CREEK	MAGNETIC HILL	UPPER COVERDALE
GREATER LAKEBURN	MCQUADE	WESTMORLAND HEIGHTS
GUNNINGSVILLE	MEADOW BROOK	WOOD CREEK
	PARKTON	

#### SAINT JOHN, NB

ACAMAC	GLENWOOD (KINGS)	MORNA
ASHPOINT	GOLDEN GROVE	MORRISDALE
BAINS CORNER	GONDOLA POINT	MOSS GLEN
BAXTERS CORNER	GRAND BAY	NAUWIGEWAUK
BAY SHORE	GRAND BAY WESTFIELD	NEREPIS
BAY VIEW	GREENWICH HILL	NEW ANNAN
BAYSWATER	HAMMOND RIVER	PASSEKEAG
BELMONT	HAMPTON	PERRY POINT
BEN LOMOND	HANFORD BROOK	PUBLIC LANDING

BEULAH	HASTINGS COVE	QUACO ROAD
BLACK RIVER	INGALLS HEAD	QUISPAMSIS
BLOOMFIELD (KING)	KENNEBECASIS PARK	RED HEAD
BLOOMFIELD STATION	KETEPEC	RENFORTH
BROOKVILLE	KINGS COUNTY	ROTHESAY
BROWNS FLAT	KINGSTON	SALMON RIVER
BURCHILL FLATS	LAKESIDE	SALT SPRINGS
CARTERS POINT	LANCASTER	SILVER FALLS
CENTRAL GREENWICH	LATIMER LAKE	SMITHTOWN
CLIFTON ROYAL	LILY LAKE	SOUTH BAY
CLOVER HILL	LITTLE RIVER	ST MARTINS
COLDBROOK	LOCH LOMOND	SUMMERVILLE
COLESON COVE	LONG BEACH	TITUSVILLE
COURTENAY BAY	LONG POINT	TORRYBURN
CRYSTAL BEACH	LONG REACH	UPHAM
DARLINGS ISLAND	LORNEVILLE	UPPER GOLDEN GROVE
EAST RIVERSIDE KINGHURST	LOWER GREENWICH	WELLS
FAIRFIELD	MARTINON	WEST QUACO
FAIRVALE	MCDONALD POINT	WESTFIELD
FRENCH VILLAGE (KING)	MILFORD	WILLOW GROVE
GARDNERS CREEK	MILLIDGEVILLE	WOODMANS POINT
GARNETT SETTLEMENT	MISPEC	WOODWARDS COVE

## Quebec

CHICOUTIMI, QC		
ALBANEL	LA BAIE (SAGUENAY)	ST CYRIAC
ALMA	LA DORE	ST DAVID DE FALARDEAU
ALOUETTE	LABRECQUE	ST EDMOND LES PLAINES
ARGENTENAY	LAC A LA CROIX	ST EUGENE DARGENTENAY
ARVIDA	LAMARCHE	ST FELICIEN
BAGOTVILLE	LAROUCHE	ST FELIX DOTIS
BEGIN	LASCENSION DE NOTRE SEIGNEUR	ST FRANCOIS DE SALES
BILODEAU	LATERRIERE	ST FULGENCE
BOULANGER	MARTEL	ST GEDEON SUR LE LAC
CANTON PELLETIER	MASHTEUIATSH	ST HENRI DE TAILLON
CANTON TREMBLAY	METABETCHOUAN LAC A LA CROIX	ST HONORE DE CHICOUTIMI
CHAMBORD	MILOT	ST JEAN EUDES
DALMAS	MISTASSINI	ST JOSEPH D'ALMA
DELISLE	MONT APICA	ST LEON (CHICOUTIMI)
DEQUEN	NOTRE DAME DE LORETTE	ST LUDGER DE MILOT
DE QUEN NORD	NAUDVILLE	ST NAZaire DE CHICOUTIMI
DESBIENS	NORMANDIN	ST NAZaire DU LAC ST JEAN
DOLBEAU	PERIBONKA	ST PRIME
DOLBEAU MISTASSINI	POINTE BLEUE	ST STANISLAS
FALARDEAU	PORT ALFRED	ST THOMAS DIDYME
FERLAND ET BOILLEAU	RIVERBEND	STE CROIX (LAC ST JEAN)

GIRARDVILLE	RIVIERE DU MOULIN	STE ELISABETH DE PROULX
GRANDE BAIE	ROBERVAL	STE HEDWIDGE DEROBERVAL
HEBERTVILLE	SAGUENAY	STE JEANNE DARC
HEBERTVILLE STATION	SHIPSHAW	STE MONIQUE DU LAC ST JEAN
ISLE MALIGNE	ST AMBROISE	STE ROSE DU NORD
JEAN DECHENE	ST ANDRE DU LAC ST JEAN	VAL JALBERT
JONQUIERE	ST BRUNO LAC ST JEAN	VALIN (SAGUENAY)
LAC KENOGAMI	ST CHARLES DE BOURGET	VILLAGE DES PERES
L'ASCENSION DE NOTRE SEIGNEUR	ST COEUR DE MARIE	VILLAGE VILLENEUVE

#### DRUMMONDVILLE, QC

ACTON VALE	ST BONAVENTURE	ST MAJORIQUE DE GRANTHAM
BON CONSEIL	ST CHARLES DE DRUMMOND	ST NAZaire DACTON
CARMEL	ST CYRILLE DE WENDOVER	ST NICEPHORE
DRUMMONDVILLE SUD	ST EDMOND DE GRANTHAM	ST THEODORE
DURHAM SUD	ST EUGENE DE GRANTHAM	ST VALERIEN DE MILTON
GRANTHAM	ST GERMAIN DE GRANTHAM	STE CHRISTINE
GRANTHAM OUEST	ST LIBOIRE	STE HELENE DE BAGOT
ROXTON FALLS		UPTON

#### MONTREAL, QC

AHUNTSIC	ILE DES SOEURS	ST BRUNO
ANJOU	ILE PERROT	ST BRUNO (MONTARVILLE)
ARESVILLE	KIRKLAND	ST CONSTANT
ATWATER	LA PRAIRIE	ST FRANCOIS DE LAVAL
AUTEUIL	LACHENAIE	ST GREGOIRE (IBERVILLE)
BAIE D'URFE	LACHINE	ST HENRI
BEACONSFIELD	LAFLECHE	ST HUBERT
BEAUREPAIRE	LAKESIDE	ST LAMBERT
BELLEFEUILLE (TERREBONNE)	LASALLE	ST LAMBERT CHAMBLY
BORDEAUX	LAVAL	ST LAURENT
BOUCHERVILLE	LAVAL DES RAPIDES	ST LEONARD
BROSSARD	LAVAL OUEST	ST PIERRE (MONTREAL)
CANDIAC	LEMOYNE	ST VINCENT DE PAUL
CAP ST JACQUES	LONGUE POINTE	STE ANNE DE BELLEVUE
CAP ST MARTIN	LONGUEUIL	STE CATHERINE
CARTIERSVILLE	LORRAINE	STE DOROTHEE
CHAMBLY	MONT ROYAL	STE GENEVIEVE
CHATEAUGUAY	MONTREAL EST	STE JULIE DE VERCHERES
CHOMEDEY	MONTREAL NORD	STE MARTHE
JACQUES CARTIER	MONTREAL OUEST	STE ROSE (LAVAL)
COTE DES NEIGES	OUTREMONT	TERRASSE VAUDREUIL
COTE DES PERRON	PIERREFONDS	TERREBONNE

COTE ST LUC	PINCOURT	TETREAULTVILLE
COTE STE CATHER	POINTE AUX TREMBLES	VALLEYFIELD
CRAWFORD PARK	POINTE CLAIRE	VARENNES
DELSON	POINTE ST CHARLES	VAUDREUIL SUR LE LAC
DOLLARD DES ORMEAUX	PONT VIAU	VAUDREUIL-DORION
DORION	RICHELIEU	VAUDREUIL DORION
DORVAL	RIVIERE DES PRAIRIES	VERDUN
DUVERNAY	ROSEMOUNT	VILLE D'ANJOU
FABREVILLE	ROXBORO	VILLE DE LAVAL
FORGETVILLE	SALABERRY DE VALLEYFIELD	VILLE EMARD
GREENFIELD PARK	SENNEVILLE	VILLE ST PIERRE
HAMPSTEAD	ST BENOIT	VIMONT
ILE BIZARD		WESTMOUNT
<b>QUEBEC, QC</b>		
L'ANSE AU FOULON	LAC ST CHARLES	ST GABRIEL DE VALCARTIER
BEAUPORT	LAMARTINE	ST HENRI DE LEVIS
BELAIR	LANGE GARDIEN (BEAUPRE)	ST JEAN CHRYSOSTOME
BERNIERES	LAURIER STATION	ST JEAN DE L'ILES D'ORLEANS
BIENVILLE	LAUZON	ST JOSEPH DE LA POINTE DE LEVY
BOISCHATEL	LEBOURGNEUF	ST LAMBERT DE LAUZON
BREAKEYVILLE	LES SAULES	ST LAMBERT DE LEVIS
CAP ROUGE	LEVIS	ST LAURENT DE LILE DORLEANS
CAP SANTE	LIMOILOU	ST LOUIS DE PIN
CHAMPIGNY	LORETTEVILLE	ST MARC DES CARRIERES
CHARLESBOURG	MONTMORENCY	ST NICOLAS
CHARLESBOURG OUEST	NOTRE DAME DE LORETTE (QUEBEC)	ST PIERRE DE ILE DORLEANS
CHARNY	NEUFCHATEL	ST RAYMOND
CHATEL	ORSAINVILLE	ST REDEMPTEUR DE LEVIS
COURCELETTE	PINTENDRE	ST ROMUALD
COURVILLE	POINTE DE LORIGINAL	STE CATHERINE DE LA JACQUES CARTIER
DESCHAMBault	PORTNEUF	STE FAMILLE
DONNACONA	PORTNEUF STATION	STE FOY
DUBERGER	SILLERY	STE HELENE DE BREAKEYVILLE
DUCHESNAY	ST ALBAN	STE JULIE MEGANTIC
FOSSAMBault SUR LE LAC	ST AUGUSTIN DE DESMAURES	STE PETRONILLE
FRAMPTON	ST BASILE	VAL BELAIR
GETHSEMANI	ST DAVID DE LAUBERIVIERE	VALCARTIER
GIFFARD	ST EDOUARD DE FRAMPTON	VANIER
ILE D ORLEANS	ST EMILE	VILLAGE DES HURONS
L'ANCIENNE LORETTE	ST ETIENNE DE LAUZON	VILLE GUAY
L'ISLET	ST FRANCOIS DORLEANS	VILLENEUVE
L'ISLET SUR MER		WENDAKE

## Ontario

KINGSTON, ON		
AMHERSTVIEW	DESERONTO	MILLHAVEN
BARRIEFIELD	EASTVIEW (FRONTENAC)	NAPANEE
BATH	ELGINBURG	NEWBURGH
BELLROCK	GLENBURNIE	ODESSA
BREWERS MILLS	GLENVALE	RAVENSVIEW
CAMDEN EAST	HAY BAY	SELBY
CATARAQUI	JOYCEVILLE	WESTBROOK
COLLINS BAY		YARKER
OTTAWA, ON		
BARRHAVEN	NEPEAN	CHELSEA
BELLS CORNERS	ORLEANS	DAVIDSON
BILLINGS BRIDGE	OTTAWA	FARM POINT
BLACKBURN HAMLET	RAMSAYVILLE	GATINEAU
CARLINGTON	UPLANDS	GATINEAU MILLS
CITY VIEW	VANIER	GATINEAU POINT
CUMBERLAND	WESTBORO	HULL
ELLWOOD	WOODROFFE	LADYSMITH
GLoucester	ALCOVE	LIMBOUR
HAZELDEAN	AYLMER	POINTE GATINEAU
KANATA	CAMPBELL'S BAY	TEMPLETON
MANOR PARK	CANTLEY	WAKEFIELD
TORONTO, ON		
AGINCOURT	ERINDALE	PORT CREDIT
BIRCH CLIFF	ETOBICOKE	REXDALE
BOX GROVE	ISLINGTON	RICHMOND HILL
BRAMALEA	LAKEVIEW	SCARBOROUGH
BRAMPTON	LEASIDE	SHERIDAN PARK
BRITANNIA	LOCUST HILL	STREETSVILLE
BROWNS CORNERS	LONG BRANCH	THORNHILL
CALEDON	LORNE PARK	TRAFALGAR
CLARKSON	MALTON	UDNEY
CONCORD	MARKHAM	UNIONVILLE
COOKSVILLE	MEADOWVALE	VAUGHAN
DON MILLS	MIMICO	WESTON
DOWNSVIEW	MISSISSAUGA	WILCOX LAKE
EAST YORK	MORNINGSIDE	WILLOWDALE
ELLESMORE	NORTH YORK	WOODBRIDGE
ERIN MILLS	OAK RIDGES	YORK

**WINDSOR, ON**

BELLE RIVER	LASALLE	RIVER CANARD
ELMSTEAD	MAIDSTONE	ST CLAIR BEACH
EMERYVILLE	OLDCASTLE	TECUMSEH
LA SALLE	PIKE CREEK	WALKERVILLE
LAKESHORE	PUCE	

**WOODSTOCK, ON**

AMULREE	GOBLES	PLATTSVILLE
AVONTON	HARLEY	PRINCETON
BEACHVILLE	HARRINGTON WEST	SALTFORD
BELTON	HICKSON	SEBRINGVILLE
BROWNSVILLE	HOLBROOK	SHAKESPEARE
BRUNNER	HUNTINGFORD	ST MARYS
BURGESSVILLE	INGERSOLL	SAINT PAULS STATION
CASSEL	INNERKIP	STRATFORD
CATHCART	LAKESIDE	SWEABURG
CROSSHILL	MEDINA	TAVISTOCK
CURRIES	MOUNT ELGIN	TOPPING
DRUMBO	MUIR	UNIONDALE
EASTWOOD	NEW DURHAM	WASHINGTON
EMBRO	NEW HAMBURG	WELLBURN
FLANNIGAN CORNERS	NORWICH	WELLESLEY
FOLDENS	OXFORD CENTRE	WOLVERTON
GADS HILL	PHILLIPSBURG	ZORRA

## Manitoba

WINNIPEG, MB		
BIRD'S HILL	INKSTER INDUSTRIAL PARK	ST CLEMENTS
BROOKLANDS	KIRKFIELD PARK	ST JAMES
CHARLESWOOD	LOWER FORT GARRY	ST NORBERT
EAST KILDONAN	NORTH KILDONAN	ST VITAL
EAST ST PAUL	OAK BLUFF	TRANScona
ELMWOOD	OLD KILDONAN	VERMETTE
FORT GARRY	ROSSER	WEST KILDONAN
FORT ROUGE	SPRINGFIELD	WEST ST PAUL
FORT Whyte	ST BONIFACE	WESTON
HEADINGLEY	ST CHARLES	WESTWIN

## Saskatchewan

REGINA, SK		
COPPERSANDS	GRAND COULEE	PILOT BUTTE
EMERALD PARK	HIGHLAND PARK	RURAL MUNICIPALITY OF SHERWOOD
GLENELM PARK		WHITE CITY
SASKATOON, SK		
CASA RIO	FURDALE	RIVERSIDE ESTATES
CORMAN PARK	GRASSWOOD	STONEBRIDGE
EAGLE RIDGE	MACNAB PARK	SUTHERLAND
FLORAL	MARTENSVILLE	UNIVERSITY

## Alberta

CALGARY, AB		
AIRDRIE	CONRICH	MONTGOMERY
BALZAC	CROSSFIELD	OGDEN
BOWNESS	DOG POUND	ROCKY VIEW COUNTY
BRENTWOOD VILLAGE	FOREST LAWN	SHEPARD
CALGARY INTERNATIONAL AIRPORT	JUMPING POUND	TUSCANY
	MIDNAPORE	
EDMONTON, AB		
ACHESON	LEDUC	ST ALBERT
CLOVER BAR	LEDUC COUNTY	STONY PLAIN
EDMONTON INTERNATIONAL AIRPORT	NISKU	STRATHCONA
LANCASTER PARK	SHERWOOD PARK	WINTERBURN
	SPRUCE GROVE	
LETHBRIDGE, AB		
COALDALE	FORT MACLEOD	PICTURE BUTTE
COALHURST	NOBLEFORD	TABER
RED DEER, AB		
BLACKFALDS	JOFFRE	PONOKA
BOWDEN	LACOMBE	RED DEER COUNTY
INNISFAIL	PENHOLD	SYLVAN LAKE



## British Columbia

KAMLOOPS, BC		
	TOBIANO	
KELOWNA, BC		
LAKE COUNTRY	RUTLAND	VERNON
OKANAGAN CENTRE	SALMON ARM	WEST KELOWNA
OYAMA	SUMMERLAND	WESTBANK
PEACHLAND		WINFIELD
NANAIMO, BC		
CASSIDY	ERRINGTON	NANOOSE BAY
DEPARTURE BAY	LADYSMITH	PARKSVILLE
	LANTZVILLE	
VANCOUVER, BC		
ABBOTSFORD	HORSESHOE BAY	PORT KELLS
ALBION	HUNTINGDON	PORT MOODY
ALDERGROVE	IOCO	QUEENSBOROUGH
ANMORE	KITSILANO	RICHMOND
ANNACIS	LADNER	ROSEDALE
BELCARRA	LANGLEY	RUSKIN
BOUNDARY BAY	MAPLE RIDGE	SARDIS
BURNABY	MATSQUI	SOUTH BURNABY
BURQUITLAM	MILNER	SOUTH LANGLEY
CHILLIWACK	MISSION	SOUTH RICHMOND
CLEARBROOK	MITCHELL ISLAND	SOUTH SURREY
CLOVERDALE	MOUNT LEHMAN	STEVESTON
COQUITLAM	NEW WESTMINSTER	SURREY
CULTUS LAKE	NORTH BURNABY	TSAWWASSEN
DEEP COVE	NORTH DELTA	VEDDER CROSSING
DELTA	NORTH RICHMOND	WALNUT GROVE
ESSONDALE	NORTH SURREY	WEST VANCOUVER
FLEETWOOD	NORTH VANCOUVER	WHALLEY
FORT Langley	PITT MEADOWS	WHITE ROCK
GRANDVIEW	POCO	WHONNOCK
HANEY	PORT COQUITLAM	YARROW
	PORT HAMMOND	

**VICTORIA, BC**

BAMBERTON	ESQUIMALT	NORTH SAANICH
BRENTWOOD BAY	EXTENSION	OAK BAY
CEDAR	GORDON HEAD	ROCKY POINT
CENTRAL SAANICH	KOKSILAH	SAANICH
CHEMAINUS	LANGFORD STATION	SAANICHTON
COBBLE HILL	MALAHAT	SALTAIR
COLWOOD	METCHOSIN	SIDNEY
CORDOVA BAY	MILL BAY	SOUTH WELLINGTON
COWICHAN BAY	MILLSTREAM	SWARTZ BAY
DUNCAN	NORTH COWICHAN	VIEW ROYAL

# APPLICATION OF RATES

## **ITEM 1: COMBINATION RATES**

Where published herein a through rate shall always take precedence over any combination rate. Except for rates to Labrador and Territorial points when not accessible by road due to ice conditions or winter road conditions.

Rates and charges will not apply as factors for constructing combination rates except those published as "Beyond Rates". "Beyond Rates" may only be used in combination with a through point to point rate published herein or in combination with a special customer tariff, providing no through rate is available.

**Exception:** When the pick-up point and the transfer point (Basing Point) are the same only the Beyond rate will apply.

## **ITEM 2: BASING POINTS**

Unless otherwise specified, any point based or associated with a Basing Point shall take the same rate application

as that Basing Point (see Index of Points, herein).

**Example:**

POINT	BASING POINT
Dieppe	Moncton

Rates and charges in all Day & Ross tariffs applying for Moncton will also apply for Dieppe.

**NOTE 1:** This application may not be used when rates are published specifically for a non-basing point, such as Dieppe. Therefore, that specific named point in a customer tariff will take precedence, regardless of whether Moncton is also published in that tariff.

**NOTE 2:** Rates beyond Corner Brook to Labrador points are seasonal rates only. During the winter when ferry is unable to run rates via air will apply where service available. Otherwise freight will not be accepted to Labrador unless serviceable over Quebec City.

**NOTE 3:** Rates to some Northwest; Nunavut & Yukon Territories & Labrador points are subject to change during winter & spring break up, due to ice roads being impassable and ferries unable to run. Air Service is available upon request.

## **ITEM 3: ACCESSORIAL CHARGES**

Beyond rates as found in Section 3 are subject to accessorial charges applicable for the appropriate interline carrier costs. Interline accessorial costs when higher than outlined in this tariff will supersede accessorial charges outlined in this tariff.

## **RULES AND REGULATIONS – A. RULES**

### **ADVANCING OF CHARGES – RULE NO.5**

Upon request, and subject to guarantee, Day & Ross will advance transportation charges (excluding local cartage charges) on shipments received from transportation companies, freight forwarders and brokers.

When Day & Ross is required to collect charges incidental to the transportation of a shipment prior to delivery from other modes of transportation other than motor carrier charges, a collection and remittance toll will be assessed at 1% of the collection, minimum \$18.00 (i.e. ocean bill of lading).

### **BILL OF LADING (SHIPPING CONTRACT) – RULE NO.15**

A separate Bill of Lading shall be issued for each shipment and shall not include more than one Consignee and one Destination on one day from one Shipper. The Bill of Lading constitutes the complete contract of carriage between the Carrier and the Shipper. Particulars as to the commodities and weights of each must be distinctly stated.

- a) The freight charges on a Bill of Lading marked "PREPAID" must be paid by the Shipper.
- b) The freight charges on a Bill of Lading marked "COLLECT" must be paid by the Consignee.
- c) Freight charges on a Bill of Lading that is not marked either "PREPAID" or "COLLECT" shall be considered "COLLECT" and must be paid by the Consignee.
- d) If freight charges are to be collected from a Third Party (other than the Shipper or Consignee) then the Bill of Lading must be marked "PREPAID" and a notation made referring to the Name and Address of the Third Party to be billed. In such cases, the Shipper must guarantee payment of all lawful charges accruing against the shipment.
- e) Carriers are not obligated to accept corrected Bills of Lading or letters authorizing a change pertaining to payment of freight charges.

#### **NOTE:**

The signed Bill of Lading or Shipping Order received by the Carrier at time of pick-up, governs the terms of shipping and payment of freight charges.

#### **ITEM 1:**

##### **Bill of Lading Description**

On shipments where the description of the articles provided on the bill of lading is a mischaracterization, wrong or incomplete, or the bill of lading otherwise fails, in any way, to comply with applicable federal, state, provincial, local or international laws, rules, or regulations pertaining to shipments, the shipper and customer shall be jointly and severally liable for, and shall indemnify, defend and hold the Carrier and its employees, contractors, and agents harmless from and against any and all claims, liabilities, losses, damages, fines, penalties,

payments, costs, and expenses (including, without limitation, reasonable legal fees) caused by such deficiency. Any claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses (including, without limitation, reasonable legal fees) incurred by the Carrier as a result of such mischaracterization, wrong or incomplete description of a shipment on the bill of lading shall be invoiced to the party responsible for the freight charges.

## **BLOCKING - STACKING - STRAPPING – RULE NO.20**

### **ITEM 1:**

Temporary blocking, flooring, lining, racks, standards, strips, stakes or similar substances, dunnage or supports not constituting a part of the truck, when required to protect and secure the shipment, must be furnished and installed by the Shipper at its expense.

### **ITEM 2:**

Where the Carrier elects to furnish materials and/or labour as outlined in Item 1, of this Rule, said materials and/or labour will be charged to the Shipper at the actual expense incurred by the Carrier to provide this service.

### **ITEM 3:**

Unless otherwise provided, the weight of the said materials required to protect and secure the shipment will be charged at the rate applicable on the freight which it accompanies.

## **BULKY SHIPMENTS (DENSITY REQUIREMENTS) – RULE NO.25**

### **ITEM 1:**

Except as otherwise provided, the chargeable weights of a shipment is the greater of its actual or dimensional weight. The dimensional weight will be based on a minimum density requirement as follows:

- a) The dimensional weight for shipments moving to, from or within Atlantic Canada (i.e. NB, NS, PE, NF), will be based on 15 pounds per cubic foot.
- b) The dimensional weight for shipments moving within Ontario, within Quebec, between Ontario and Quebec, between Ontario/Quebec and Western Canada (ie. AB, BC, MB and SK) and within Western Canada will be based on 10 pounds per cubic foot.
- c) The actual weight of a shipment is its weight in pounds at time of shipping, including all packing, wrapping and protective material, pallets or skids incorporated in the packing.
- d) The dimensional weight of a shipment is the volume of the shipment in cubic feet multiplied by either 10 lbs. Per cubic foot or 15 lbs. Per cubic foot, whichever is applicable.
- e) The cubic measurement of a piece shall be determined by multiplying the maximum length, width and height (in inches) and dividing the result by 1728.

**Example:**  $72 \times 36 \times 40 = 103680$  divided by 1728 = 60 cubic feet

Cubic volume of a shipment is the sum of the cubic measurements of the pieces comprising the shipment. (See Rule 26)

**ITEM 2:**

Shipments containing traffic weighing less than 10 lbs. or 15 lbs. per cubic foot, whichever is applicable, will be subject to one of the following provisions:

- a) Application of dimensional weight of 10 lbs. or 15 lbs. per cubic foot, whichever is applicable, as provided in Item 1.
- b) When a shipment occupies 10 or more linear feet of floor space in the carrier's equipment, charges will be based on weight of 1,000 lbs. for each foot of space occupied at the applicable rate.
- c) For any shipment that cannot be used for top freight AND on which or beside which it is unsafe or impractical to load other freight, either because of its size, irregular shape or physical nature, the cubic dimensions of such a shipment shall be as follows:

**8 feet (height) x 8 feet (width) x actual measurement (length)**

**NOTE:** Subject to a minimum density requirement of 10 lbs. or 15 lbs. per cubic foot, whichever is applicable.

**EXCEPTION:** If shipment occupies 10 or more feet of floor space in Carrier's equipment, Paragraph "b" will apply.

## **CUBE POLICY – RULE NO.26**

**ITEM 1:**

Standard Freight

- 10' or less of trailer space -- L x W x H
- Over 10' of trailer space – 1000 lbs/ft
- Exception – Non-palletized freight with a width of 48" & less cube as 500 lbs/ft

**ITEM 2:**

Non-Standard Freight

- All shipments less than 120 lbs will move as actual dimensions
- Non-standard Freight applies to freight over 96" such as pipe, flag pole, carper etc. that cannot be handled and loaded in the same manner as standard freight

Length	Weight	Width	Height	Result
RULE 1 - OVER 96"	120 LBS AND GREATER	UP TO AND INCLUDING 12"	48" or Less	ACTUAL DIMS - LxWxH

RULE 2 - OVER 96"	120 LBS AND GREATER	UP TO AND INCLUDING 12"	OVER 48"	ACTUAL LENGTH x ACTUAL WIDTH X 96"
RULE 3 - OVER 96"	120 LBS AND GREATER	13" TO 50"	48" OR LESS	ACTUAL LENGTH x 48W x 48H (IF WIDTH 49" OR 50" USE AS ACTUAL WIDTH)
RULE 4 - OVER 96"	120 LBS AND GREATER	13" TO 50"	OVER 48"	ACTUAL LENGTH X 48W X 96H (IF WIDTH 49" OR 50" USE AS ACTUAL WIDTH)
RULE 5 - OVER 96"	120 LBS AND GREATER	GREATER THAN 50"	48" OR LESS	ACTUAL LENGTH X 96W X 48H
RULE 6 - OVER 96"	120 LBS AND GREATER	GREATER THAN 50"	OVER 48"	ACTUAL LENGTH X 96W X 96H (LINEAR FOOT RULE)

### **CHAIN OF SIGNATURE – RULE NO.28**

Chain of signature service provides a service that conforms to government regulations for the secure transportation of controlled drugs and firearms in Canada. A signature is recorded at each point in transit, as the shipments moves through the Day & Ross network. Chain of signature service is subject to a \$35.00 surcharge.

### **COLLECT ON DELIVERY (C.O.D.) SHIPMENTS – RULE NO.30**

Day & Ross is unable to accept COD shipments. Alternate modes of payment such as Credit Card payments are accepted.

### **CONDITION OF SHIPMENTS – RULE NO.35**

Articles must be in such condition and so prepared for shipment as to render the transportation thereof reasonably safe and practical. Each package must show the name and address of the consignee. Old consignment markings or addresses must be removed or effaced by Shipper.

#### **“SHORT SHIPPED”**

Where shipments are tendered “short” of one or more articles shown on the Bill of Lading, or with the notation on Bill of Lading indicating that part of the Consignment is “short shipped”, Carrier will receipt only for the goods actually received and strike out the articles or article short from the Bill of Lading and adjust the weight accordingly. If balance of Consignment is tendered at a later date it shall be considered as a separate shipment and billed forward accordingly.

### **COST RECOVERY FERRY SURCHARGE – RULE NO.37**

Shipments between Newfoundland, and NS, NB, PE, PQ, ON, MB, SK, AB, BC, YT, NT, NU, USA will be subject to a surcharge of \$24.78 with shipment or volume weights from 1 LBS to 7499 LBS; \$124.86 for shipment or volume weights of 7500 LBS to 39,999 LBS.

Shipments FROM Newfoundland to NS,NB,PE,PQ,ON,MB,SK,AB,BC,YT,NT,NU,USA will be subject to a surcharge of \$232.25 for shipments or volume weights of 40,000 LBS & Greater.

Shipments TO Newfoundland from NS,NB,PE,PQ,ON,MB,SK,AB,BC,YT,NT,NU,USA will be subject to a surcharge of \$462.50 for shipments or volume weights of 40,000 LBS & Greater.

This surcharge is not applicable for origins or destinations in Labrador that move via road transferred over our Quebec City terminal.

## **QC FUEL SURCHARGE – RULE NO.38**

A QC Fuel Surcharge will apply for all shipments between Quebec and Ontario, Ontario and Quebec, and intra-Quebec. The fee is determined by origin/destination and service level:

- QC-ON and ON-QC: LTL and Home Delivery = 0.825% of Freight Charges; TL = 1.775% of Freight Charges
- QC-QC: LTL and Home Delivery = 1.65% of Freight Charges; TL = 3.55% of Freight Charges

## **DANGEROUS GOODS – RULE NO.40**

### **NOTE 1:**

Shipments moving under the Regulations for the Transportation of Dangerous Goods are subject to the following charges, in addition to all other lawful charges:

When placards are required by the Transportation of Dangerous Goods Act:

- ❖ Each shipment weighing, or billed as weighing up to 999 lbs. - \$52.00
- ❖ Each shipment weighing, or billed as weighing 1,000 lbs. and over - \$125.00 per vehicle used.

When placards are not required by the Transportation of Dangerous Goods Act:

- ❖ Each shipment weighing up to 999 lbs. - \$52.00
- ❖ Each shipment weighing 1,000 lbs. and over - \$125.00

Shipments in Category II, Nuclear Materials requiring specified routes and instructions are subject to a 10% surcharge in addition to all regular rates and charges (see Note).

### **NOTE 2:**

If escort services are not provided by the Shipper or Consignee, an additional charge of \$46.60 per hour or fraction thereof per man will be assessed, plus \$.82 per mile if escort vehicle is required.

## **DESCRIPTIONS – RULE NO.45**

### **ITEM 1: DEFINITION OF “KNOCKED DOWN” (KD)**

The term (KD) means and involves taking apart the articles shipped in such a manner as to reduce the bulk of the article at least 33-1/3% from its normal cubic measurements when set-up. Merely separating an article into parts, without reducing its bulk by at least 33-1/3% does not constitute knocking down or entitle the article to (KD) rates or ratings. The charges for a (KD) article should not exceed the charges for articles set-up.

### **ITEM 2: DEFINITION OF “NESTED ARTICLES”**

#### **(a) Nested**

Three or more of the articles must be enclosed each smaller within the next larger or that three or more of the articles must be placed one within the other, so that each upper article will not project above the next lower article more than one-third of its height.

#### **(b) Nested Solid**

Three or more of the articles must be placed one within or upon the other so that the outer surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-quarter inch.

### **ITEM 3: DEFINITION OF REGIONS**

#### **(a) ATLANTIC**

Includes the provinces of New Brunswick, Newfoundland, Nova Scotia and Prince Edward Island.

#### **(b) MARITIMES**

Includes the provinces of New Brunswick, Nova Scotia and Prince Edward Island.

#### **(c) WESTERN CANADA**

Includes the provinces of Alberta, British Columbia, Manitoba and Saskatchewan.

### **ITEM 4: DEFINITION OF A SHIPMENT**

A shipment is a consignment received from one shipper on a shipping contract at one shipping point at one time for delivery to one consignee at one address.

Two or more shipments moving on two or more shipping contracts shall not be combined and rated as one shipment, but must be carried as separate shipments received on two or more shipping contracts and at no less than two established charge per each shipment.

## **DETENTION WITHOUT POWER – RULE NO.50**

### **SPOTTING VEHICLES WITHOUT POWER UNITS**

When equipment is available Carrier will spot empty or loaded vehicles, without power units, at consignor's or consignee's premises for loading or unloading subject to the following conditions:

#### **ITEM 1: FREE TIME**

- (a) Vehicles without power units will be allowed 24 hours free time for loading or unloading for each vehicle constructively placed.
- (b) The 24 hours free time shall commence at the time of actual or constructive placement except it shall not begin on a Saturday, Sunday or Holiday, but at 8:00 am on the next day which is neither a Saturday, Sunday or Holiday. When any portion of the twenty-four hour free time extends into a Saturday, Sunday or Holiday, such portion of free time shall be computed from 12:01 am of the next day which is neither a Saturday, Sunday or Holiday.
- (c) Once a vehicle is actually or constructively placed for loading or unloading without power and then changed to vehicle with power at the request of the consignor or consignee, the free time and detention charges will be computed as follows:

If the change is requested and made within the free time allowed for a vehicle without power, free time will cease immediately the power unit is available at the premises of consignor or consignee and detention charges for the vehicle with power will be applied immediately with no free time allowed.

If the change is requested and made after the expiration of the free time for vehicle without power, free time and detention charges will be computed on the basis of a vehicle without power up to the time the change is requested. In addition thereto, vehicles will immediately be placed on detention for vehicle with power with no free time allowed.

#### **ITEM 2: CHARGES**

After expiration of free time provided in "Free Time" above, demurrage charges will be assessed as follows:

##### **For the first two 24 hour periods or fraction thereof:**

**Conventional Equipment:** \$130.00 per vehicle, per 24 hour period (not including Sundays and Holidays)

**Pole or Trombone Equipment:** \$100.60 per vehicle, per 24 hour period (not including Saturdays, Sundays and Holidays)

**Protective Service Equipment:** \$165.00 per vehicle, per 24 hour period (including Saturdays, Sundays and Holidays)

##### **For the third and each succeeding 24 hour period or fraction thereof:**

**Conventional Equipment:** \$145.00 per vehicle, per 24 hour period (not including Sundays and Holidays)

**Pole or Trombone Equipment:** \$130.00 per vehicle, per 24 hour period (including Saturdays, Sundays and Holidays)

**Protective Service Equipment:** \$180.00 per vehicle, per 24 hour period (including Saturdays, Sundays and Holidays)

**NOTE 1:**

The amounts due the Carrier under the provisions of this item shall be assessed against the consignor in the case of loading and against the consignee in the case of unloading irrespective of whether linehaul charges are prepaid or collect.

**NOTE 2:**

Carrier will, if equipment is available, spot a trailer at not more than three (3) additional sites within a contiguous plant property. A charge of \$104.80 for each additional movement will be assessed against the party requesting the service. Free time will commence from the time of the initial placement.

**NOTE 3:**

All bills for demurrage charges must be submitted by the Carrier within 90 days of the last day on which the charges are based, Saturdays, Sundays and legal Holidays excluded.

## **DEFINITIONS**

**“Actual Placement”** - means the placing of vehicle at the place designated by the consignor or consignee for loading or unloading.

**“Consignor, Consignee”** - as used, will include their agents, brokers, steamship agencies and customs brokers acting on their behalf.

**“Constructive Placement”** - means the holding of a vehicle at a point other than the designated loading or unloading place due to the inability of the consignor or consignee to accept the vehicle after notification.

**“Day”** - means a twenty-four (24) hour period.

**“Loading”** - includes the furnishing of shipping, contract or forwarding directions to the Carrier and notification to the Carrier by the consignor the vehicle is released for forwarding.

**“Notification”** - means:

- a) Advising the consignee by telephone if convenient and practical, otherwise by mail or “Fax” that the vehicle is ready for unloading. Notice will specify name of consignor, point of origin, commodity and weight of shipment.
- b) Tender of delivery by the Carrier during normal business hours will constitute and will be made in lieu of notice prescribed in paragraph (a) above, unless Carrier was previously advised in writing to the contrary (either as to hours or method) by the consignee.
- c) Advising the Carrier by consignor or consignee, by telephone if convenient and practical, otherwise by mail or “Fax” that the vehicle is ready for forwarding or is unloaded.

**“Unloading”** - includes:

- a) Surrender of Shipping Contract on shipments billed “To Order”.
- b) Payment of lawful charges to the Carrier when required prior to delivery of the shipment.
- c) Notification to the Carrier that vehicle is unloaded.
- d) Signing delivery receipt when delivering Carrier’s agent is present at unloading.

**“Vehicle”** - means any load carrying unit, not self-propelled and without their power units.

## **DETENTION WITH POWER – RULE NO.55**

### **ITEM 1: GENERAL PROVISIONS**

- a) This Rule applies only when vehicles are delayed or detained at the places of pick-up or delivery and only when such delay or detention is attributed to consignor, consignee, or other designated by them.
- b) Free time for each vehicle will be as provided in Item 3.
- c) The amounts due the Carrier under the provisions of this Item shall be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether linehaul charges are prepaid or collect.

### **ITEM 2: COMPUTATION OF TIME**

1. The time per vehicle shall begin to run upon notification by the driver to the responsible representative of the consignor or consignee at the place of pick-up or delivery or the arrival of the vehicle for loading or unloading as the case may be, either on the premises designated by the consignor or consignee, or as close thereto as conditions on said premises will permit, and shall end upon completion of loading or unloading and receipt by the driver of a signed Bill of Lading/Shipping Contract or receipt for delivery, as the case may be, except as provided in paragraph (b) of this Item. Time, if any, necessary to prepare a vehicle for loading or unloading, as the case may be, will be excluded from the computation of time.

Upon request of a consignor or consignee, or others designated by them, Carrier will enter into a reasonable pre-arranged schedule for arrival of the vehicle for loading or unloading.

**EXCEPTION:** When Carrier makes a pre-arranged schedule with consignor or consignee, or others designated by them, at place of pick-up or delivery for the arrival of the vehicle for loading or unloading and Carrier is unable for any reason to maintain such schedule within 30 minutes, the time shall begin to run from the commencement of the loading or unloading and not from the time of arrival of the vehicle. If Carrier's vehicle arrives prior to scheduled time, the time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

2. Computations of time are subject to, and are to be made within the normal business (shipping or receiving) day at the designated premises at place of pick-up or delivery, except if Carrier is permitted to work beyond this period, such working time shall also be included. When loading or unloading is not completed at the end of such day, time will be resumed at the beginning of the next such day, or when work the next day is actually begun by Carrier, if earlier. When loading or unloading Carriers through a normal meal period, meal time, not to exceed one hour, will be excluded from computation of time.

### ITEM 3: FREE TIME

ALL SHIPMENTS	FREE TIME IN HOURS OR PART THEREOF PER VEHICLE	DETENTION CHARGES	
ACTUAL WEIGHT IN POUNDS PER VEHICLE, "INCLUDING SHIPMENTS PICKED UP OR DELIVERED ENROUTE		General Freight PER HOUR	Protective Service PER HOUR
1 - 1999	30 MINS	\$140.00	\$153.00
2,000 - 9,999	60 MINS	\$140.00	\$153.00
10,000- 19,999	90 MINS	\$140.00	\$153.00
20,000 & OVER	120 MINS	\$140.00	\$153.00

**NOTE:** Unless otherwise provided, free time allowed to load or unload a full trailer load will be 3 hours.

### ITEM 4

Nothing in this Rule shall require a Carrier to pick-up or deliver freight at hours other than its normal hours of business. Normal working hours are 8:00 am - 5:00 pm, Monday through Friday (except Legal Holidays).

Vehicles, as used in this Rule, means Straight Trucks or Tractor-Trailers, except that this Rule will not apply to trailers with no power units attached.

### DETENTION OF LOADED OR PARTIALLY LOADED VEHICLES FOR UNITED STATES OR CANADIAN CUSTOMS CLEARANCE – RULE NO.65

When through no fault of the Carrier, loaded or partially loaded vehicles are detained at the Canadian Customs Offices, or at sufferance warehouses in Canada, or at the Carrier's terminal as the case may be, for the purpose of clearing Customs, charges after the expiration of free time (see NOTE 1), will be assessed as follows:

CHARGES PER DAY OR FRACTION THEREOF PER TRAILER			
Days	Type of Service Required		
	Normal	Heated	Refrigerated
Normal Working Days	\$130.00	\$165.00	\$165.00

Saturdays (other than Holidays) <b>Note:</b> No free time will be allowed on shipments requiring Protective Service.	\$145.00	\$205.95	\$235.65
Sundays & Holidays <b>Note:</b> No free time will be allowed on shipments requiring Protective Service.	\$145.00	\$205.95	\$235.65

**NOTE 1:** Free time will be 24 hours, computed from the time shipments are made available for clearance. Saturdays, Sundays and Holidays will not be included in the assessment of charges.

**NOTE 2:** Charges will be assessed against the consignee irrespective of whether linehaul charges are prepaid or collect.

**NOTE 3:** In the application of this item, the following days will be considered Holidays.

- ❖ Day before New Year's Day
- ❖ New Year's Day
- ❖ Good Friday
- ❖ Victoria Day
- ❖ St. Jean-Baptiste Day
- ❖ Canada Day
- ❖ Thanksgiving Day
- ❖ Civic Holiday
- ❖ Labour Day
- ❖ Day before Christmas
- ❖ Christmas Day
- ❖ Boxing Day

And, in addition, any day designated as a full Holiday by the Federal or Provincial Government.

Whenever a Holiday falls on Sunday, it shall be considered as falling on the following Monday.

**NOTE 4:** Shipper or owner will be responsible for all charges for and incidental to the fumigation and/or inspection services rendered.

#### **DUNNAGE (PACKAGING REMOVAL) – RULE NO.66**

Upon delivery of a shipment, when the carrier is asked to remove shipment packaging or dunnage a surcharge of \$20.00 will apply.

#### **EXHIBITIONS, EXPOSITIONS, FAIRS AND TRADE SHOWS – RULE NO.70**

When requested by consignor or consignee, and Carrier's operating conditions permit, shipments will be accepted for shipment from or to amusement parks, trade shows, travelling shows, fairs, exhibitions or expositions.

Shipments will be subject to an additional charge of \$4.15 per 100 lbs., at actual weight, minimum charge of \$170.00 per shipment. (See Note)

**NOTE:** This charge will apply in addition to all other lawful charges and will be assessed against the party paying the transportation charges.

### **EXTRA LABOUR, LOADING AND/OR UNLOADING INCLUDING LUMPER (AKA SWAMPER) FEE – RULE NO.75**

When a pickup or delivery requires the services of more than one person due to shipment size, shape, location or driver safety the charge shall be \$50.00 per person, per hour subject to a minimum of \$200.00 per person required.

In the event a delivery requires the carrier use and pay a Lumper (aka Swamper) Service the Lumper Fee shall be prorated to all delivered shipments on the trailer based on individual shipment weight subject to a minimum of \$35.00 per shipment.

### **FRAGILE SHIPMENTS – RULE NO.80**

All shipments consisting of items which are susceptible to damage, must be plainly marked so as to readily indicate the contents: viz. GLASS-FRAGILE-HANDLE WITH CARE-THIS SIDE UP, etc.

### **FUMIGATION OR INSPECTION OF SHIPMENTS – RULE NO.85**

When, prior to ultimate delivery to consignee(s), Carrier must have cargo fumigated and/or inspected by Government Authorities for clearance by Health, Agricultural or Meat Inspectors, and when Carrier must unload cargo for such inspections, a charge of \$1.11 per 100 lbs., Minimum \$27.90, Maximum \$175.00, will be assessed consignee(s) and payable to the Carrier, over and above all other lawful freight charges.

If cargo requiring such service is subjected to loading and/or unloading charges by mechanical devices of some sort, such charges will be advanced by Carrier for consignee(s) and payable to Carrier. Where it is requested that additional labour be furnished, charges for helpers will be in accordance with rules published in this tariff.

### **GOVERNMENT REGULATIONS – RULE NO.90**

Federal, Provincial and Municipal Governments issue regulations constraining the movement of certain commodities. The Carrier will not be responsible for the consequences to the shipper or consignee or any person claiming or asserting any right to the ownership or possession of the shipment resulting from contravention by the shipper or consignee of any such regulations.

## **HOUSEHOLD GOODS AND PERSONAL EFFECTS (OLD OR USED ARTICLES) – RULE NO.95**

Household goods will not be accepted unless properly crated. Trunks, suitcases and other containers of personal effects must be securely bound and each individual crate, trunk, suitcase or container must be labelled showing consignee's name and full address.

All shipments of household goods and/or personal effects (old or used articles) will be charged for at 300% of the applicable rate or charge.

All shipments of household goods and/or personal effects (old or used articles) must be released to the Carrier at a value not exceeding \$0.10 per pound.

The release which shall be deemed to relate to each article separately and not to the shipment as a whole. If the shipper declines to release each article in the shipment to a value not exceeding \$0.10 per pound, the shipment will not be accepted.

All charges for shipment of household goods and/or personal effects must be prepaid or arrangements for payment of charges must be made by the shipper prior to the Carrier tendering the shipment for delivery.

**EXCEPTION:** Personal effects professionally packed in containers made of wood or metal when offered for carriage by a Moving or Storage Company, Steamship Line or Air Carrier as agents will be accepted on a prepaid basis and will be assessed regular rates and charges.

## **USED ARTICLES OTHER THAN HOUSEHOLD OR PERSONAL EFFECTS – RULE NO.96**

Used articles will not be accepted unless properly prepared for transportation and must be released to carrier based upon shipper's risk of damage.

The limit of liability for missing or total lost shipments shall be \$0.50 per pound.

## **INSPECTION – RULE NO.97**

The shipper and the customer acknowledge that the carrier or its agents may at any time inspect a shipment or any part thereof, at its sole discretion, if the carrier reasonably believes that the description of the articles / shipment provided on the bill of lading is a mischaracterization of the content of a shipment, that the shipment contains illegal or mis-declared articles, or that a shipment presents a risk or danger to the safety of its personnel, equipment or facilities.

## **HYDRAULIC LIFTING DEVICES (HYDRAULIC TAILGATES) – RULE NO.100**

When requested by the Shipper or Consignee and equipment is available at the terminal, the Carrier may pick up or deliver a shipment with a vehicle equipped with a hydraulic lifting device at a charge of \$3.75 cwt., subject to a minimum charge of \$83.68.

## **IMPRactical OPERATION – RULE NO.105**

Nothing in this tariff shall require pickup or delivery of freight at origins or destinations to which, on account of conditions of public or private alleys, streets or highways, it is impractical to operate the vehicle of the Carrier.

## **INBOND FREIGHT HANDLING CHARGES – RULE NO.110**

All freight moving to Canadian Customs will be subject to the following handling charges:

**MINIMUM CHARGE:** \$90.00 PER SHIPMENT - \$3.20 CWT.

**MAXIMUM CHARGE:** \$150.00 PER SHIPMENT.

The above charges are in addition to all other lawful charges.

Shipments requiring re-manifesting of the bond will be subject to a surcharge of \$40.00 per occurrence.

## **JOB SITE DELIVERIES – RULE NO.112**

In addition to all other lawful charges, pick up and/or delivery to a job site shall be subject to a surcharge of \$35.00 for each pick up and/or delivery.

## **BLIND SHIPMENT – RULE NO.22**

Upon written instructions received by the carrier prior to receipt of shipment at point of origin, accompanied by a thorough Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, subject to the following conditions:

1. Prior to notification to carrier for pickup of blind shipment, customer must contact the carrier's Rate Department to obtain a Quote Number. This quote will include total freight charges based on information given by customer, including the applicable charge of \$20.00 for the blind shipment.
2. After receipt of the Quote Number, the customer will then give all blind shipment information to the carrier's dispatcher, who in turn will complete the Blind Shipment Form. Both the Blind Shipment Form and the original Bill of Lading received at the pickup point will be submitted to the billing clerk with the same pro number. The Quote Number must be written on the Blind Shipment Form.

3. Blind shipments must move prepaid, unless the party paying for the blind shipment charge is also paying the freight charges collect.
4. Carrier will have no responsibility or liability for incorrect billing or delivery of the blind shipment if customer fails to obtain a Quote Number prior to the freight being received by the carrier.

**NOTE A: Definition of Blind Shipment:** When a 3<sup>rd</sup> party paying the freight charges requests the carrier to ship the freight to a different consignee indicated on the Bill of Lading AND/OR requests that the carrier change shipper's name on the Bill of Lading, at the time of pickup. A charge of \$20.00 applies for this service. A blind shipment can require changing just the shipper name or consignee information or both. All shipments must show originating city and state of pickup point. This cannot be changed under any circumstances.

## **WESTERN OIL SANDS SITE DELIVERY - RULE NO.113**

Shipments from Fort McMurray to the below Oil Sands Sites are subject to additional delivery charges. Please contact Day & Ross Pricing for rates.

Albian Sand Site (Shell Site )	Husky Sunrise Camp (wapasu creek lodge)
Anzac Lodge	Jack Pine (Shell Site)
Anzac Town	Japan Oil Sands Site
Athabaska Lodge	Josylen Creek Site
Beaver River Executive Lodge (BREL)	Kearl Lake
BP North Camp	KKD - Waddell
BP Terre de Grace	Lac La Biche
Caribou Energy Park	Long Lake OPTI Nexen Site
Cenovus	Mariana Lodge
Christina Lake	Mildred Lake
CNRL Horizon (Canadian Natural Resources LTD)	Northland Forest Site
CNRL (Richardson Project)	Pebble Beach Lodge
ConKlin (Gold Project)	Petro Canada (McKay River)
Conklin (Town)	PTI Beaver Lodge Site
Conklin Lodge	PTI Lodge Site
Connarcher	Ruth Lake
Conoco Phillips Completions	Saprea Creek
Conoco Phillips Surmont Drilling	Suncor ( Voyageur)
Deer Creek Site	Suncor (Fire Bag)
Fort Hills Site	Suncor (Fort Hills)
Fort McKay First Nation	Suncor (Tar Island/Main Plant)
Fort McKay Industrial Park	Suncor McClelland Lake site
Grizzly Oil Sands	Syncrude (Aurora Mine)
Hammerstone Site	Syncrude (Main Site)
Hangingstone site	Wapasu Creek Lodge (Main)
Henday Lodge	Wapasu Lodge (East)
Husky Sunrise Oil Sands Site	Wapasu Lodge (West)

## **LOADING AND UNLOADING BY SHIPPER OR CONSIGNEE – RULE NO.115**

Where pick up and/or delivery is performed by the Carrier and where reference is made to this Item and items that are subject to "Shipper to Load, Consignee to Unload", the following will apply:

### **1. SHIPPER TO LOAD**

The vehicle must be loaded by the Shipper.

The complete loading service includes the loading of the freight into or on the Carrier's vehicle and the stowing and arranging thereof. Any temporary blocking, flooring or lining, standards,

strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the shipper.

## **2. CONSIGNEE TO UNLOAD**

The vehicle must be unloaded by consignee.

The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the Carrier's vehicle.

The loading and/or unloading, as the case may be, of the freight, must be performed by the shipper or consignee at his expense, without any assistance from the Carrier. The Carrier employee and power unit is to be released while loading and/or unloading, but will render no assistance in loading or unloading.

On mixed shipments when any portion of the freight is required to be loaded or unloaded by shipper, or consignee, as the case may be, as a condition precedent to the application of the rate, the entire shipment must be loaded or unloaded by the shipper or consignee, otherwise the rate will not apply and rates otherwise published will be assessed.

In the event the shipment is stopped-off for partial loading or partial unloading, the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading, as the case may be.

If for any reason, the consignor or any party tendering any portion of the shipment refuses to perform the loading or the consignee, or any party receiving any portion of the shipment refuses to perform the unloading, the rate will not apply and rates otherwise published will be assessed.

## **MARKING OR TAGGING OF FREIGHT – RULE NO.120**

**ITEM 1:** When requested by the Shipper or Consignee to perform marking or tagging by the Carrier, a charge will be assessed at \$23.50 per person per hour, minimum charge \$47.00 per person. When the service is performed away from the Carrier's terminal, charges will be computed from the time the person leaves the Carrier's terminal until his/her return. This charge will be in addition to all other charges, and will be assessed against the party requesting the service.

**ITEM 2:** Carrier's records must be maintained and kept available at all times and must show:

- a) The Name and Address of the party requesting the service.
- b) Number of persons used to perform the service; the date and time during which such persons were used.

**NOTE:** The provisions of this Item do not obligate the Carrier to perform this service.

## **MECHANICAL LOADING AND UNLOADING – RULE NO.125**

Where the size, shape or weight of a shipment, or any part thereof, requires mechanical loading and/or unloading at customers' premises, or special pickup or delivery equipment, such equipment may be furnished by the Shipper or Consignee. Where such equipment is not furnished by the Shipper or Consignee and is supplied or arranged for by the Carrier, any charge incurred by the Carrier shall be added to all other applicable tariff charges against the shipment or any part thereof, together with a service charge as shown below.

Where the Carrier arranges for the provision of special mechanical equipment, a service charge of \$26.50 will be made in addition to the charges levied by the equipment supplier.

Where the Carrier maintains special mechanical loading or unloading equipment and same is made available at customers' premises, a charge of \$1.85 per 100 lbs., minimum \$112.00 per shipment will be assessed.

## **MIXED SHIPMENTS – RULE NO.130**

On a mixed shipment consisting of two or more commodities subject to different rates, the higher rate line will be used and its higher rate will apply on the total weight or, if applicable, the dimensional weigh of the shipment.

## **MOVEMENT OF HEAVY LOADS**

### **a) SHIPPERS DECLARED MAXIMUM WEIGHT:**

Where no facilities are available to ascertain the correct weight of a shipment before travel on the public highways as required, shipper will be required to state the maximum possible weight of the shipment. Where the actual weight of the shipment is later found by public authority to exceed "Shippers declared maximum weight" by an amount which results in a fine or penalty on the Carrier, each fine or penalty shall be added to other charges accruing herein.

### **b) SPECIAL OVERWIDTH, OVERWEIGHT AND OVERLENGTH CHARGES:**

1. Where flag persons are required to accompany any oversize or overweight shipment because of any Federal, Provincial, Municipal or other Law or Regulation, or in the opinion of the Carrier as a safety requirement, a charge of \$26.00 per hour per person shall be made in addition to all other rates and charges herein.
2. Where in the performance of duties required and described above, flag persons require transportation, a vehicle suitable for this purpose shall be furnished by the Carrier at the rate of \$1.65 per mile for all miles travelled, such charges shall be in addition to all other applicable charges.

## **MULTIPLE DELIVERIES – RULE NO.140**

Upon request and where applicable, multiple deliveries will be made to different locations at the destination within delivery limits, provided the chargeable weight of the consolidated shipment is not less than a minimum of 20,000 pounds.

The largest weighted delivery will be made free of charge, the remainder will be subject to the charges shown below, based on the chargeable weight.

The party requesting multiple delivery service must provide a list of names and addresses where the deliveries are to be made and a full description of each shipment as well as the number of pieces to be delivered to each location.

### **CHARGES**

1. Sortation - See Rule 205
2. Local delivery - \$2.13 cwt. • Minimum Charge \$23.75, per delivery. • Maximum Charge \$130.90 per delivery.
3. Shipments to be delivered to points outside of local delivery limits will be assessed rates and charges as published herein.

## **“ORDER” BILLS OF LADING – RULE NO.145**

The Carrier will not accept a domestic shipment addressed to a consignee when marked “To Order” and/or “To Notify” another party.

The charge for handling an import “To Order” and/or “To Notify” shipment will be \$20.00 per shipment, in addition to all other applicable charges.

## **OVERCHARGE CLAIMS – RULE NO.150**

Any claim for overcharge must be made in writing within six months from the date of shipment and shall be accompanied by the original paid bill for transportation and/or original Bill of Lading or Shipping Receipt. At the Carrier’s discretion, a certified or sworn statement of claim and/or proof of payment such as cancelled cheques, etc. may be required.

## **PALLETS, PLATFORMS OR SKIDS – RULE NO.155**

### **ITEM 1: FREIGHT ALLOWANCE (APPLICABLE ON TRUCKLOAD SHIPMENTS ONLY)**

When freight in truckload quantities is prepared for shipment in conformity with packing requirements and in addition is loaded on flat lift truck pallets, platforms or skids with standing sides or ends, but without tops (see NOTES 1 & 2), no charge will be made for the transportation of the pallets, platforms or skids weighing up to a maximum of 5% of the

aggregate weight of the shipment provided such articles are used for protection of the shipment or to facilitate handling and provided further that the shipper specifies the total weight of the pallets, platforms or skids on Shipping Order or Bill of Lading (see Note 3). Any excess weight of pallets, platforms or skids will be charged for at applicable truckload rates for the freight moving on the pallets, platforms or skids.

**NOTE 1:** When material, not a part of the pallet, platform or skid is used to protect top of lading or to secure the load to the pallet, platform or skid, allowance will be made for the weight of the pallet, platform or skid, but not the weight of such other materials.

**NOTE 2:** Sides or ends with only those mounted on the outer circumference or perimeter of the pallet, platform or skid.

**NOTE 3:** Provisions of this Rule will not apply on shipments of empty pallets, platforms or skids or on box or crate material loaded on pallets, platforms or skids.

## **ITEM 2: RETURNS**

- a) Pallets, platforms or skids as described in ITEM 1 of this Rule will be returned at the greater of 1,000 lbs. or at the actual weight rated at the applicable truckload rate to original shipper at original point provided such pallets, platforms or skids are properly identified to show name of actual owner. Returned pallets platforms or skids must move by the same carrier who handles the outbound movement. Pallets, platforms or skids will be picked up at Carrier's convenience.
- b) Carrier will not be responsible for return of pallets, platforms or skids unless a proper Bill of Lading is presented on the return movement.
- c) Pallets being returned to original shipper at original shipping point will be returned free of charge for movements within the four Atlantic Provinces and westbound from those provinces to direct service points in Ontario and Quebec.

## **PICK UP AND DELIVERY SERVICE – RULE NO.160**

Except as otherwise provided, rates in this tariff include one pick up and one delivery or one tender for delivery of a shipment by the Carrier at one site subject to the following provisions:

### **ITEM 1: APPOINTMENT FEE**

When Day & Ross Freight is required via the bill of lading or other means to establish an APPOINTMENT with the consignee prior to attempting delivery that is Time and Date specific, a charge of \$47.00 per shipment shall be assessed to the payor of the shipment freight charges

### **ITEM 2: NOTIFICATION PRIOR TO DELIVERY**

(See NOTES A, B, C, D and E)

1. A charge of \$35.00 per shipment will be assessed against the party responsible for the line haul charges when the carrier is requested, by any means whatsoever including, but not limited to, placing the consignee's telephone number on the bill of lading.
2. A charge of \$35.00 per shipment will be assessed against the consignee when the consignee requires the carrier to provide telephone or written notice of arrival prior to delivery, and such request was not noted on the bill of lading.
3. When the consignee requires delivery of the Freight Bill prior to delivery of a shipment, a charge of \$51.72 per shipment will apply, subject to a maximum charge of \$243.04 for each delivery of freight bills.
4. Service provided in this item does not relieve any liability for applicable storage charges, regardless of any time requirements concerning prior notification.

5. When a shipment is consigned to the carrier's terminal with instructions to hold the shipment at the terminal for pickup by, or instructions from, the consignee or other party, and such instructions do not include a request for notice of arrival and a telephone number or address for purposes of giving such notice, the carrier will, if possible, notify the consignee or other designated party that the shipment has arrived, subject to the charge specified in Paragraph 2. If the carrier is unable, due to no fault of the carrier, to give such notice of arrival, storage charges, in accordance with provisions of Item 910, will begin accruing at 8:00 A.M. on the first business day following the arrival of the shipment at the carrier's destination terminal.

**NOTE A:** Applies only on LTL or AQ shipments weighing 15,000 pounds or less.

**NOTE B:** Not applicable on Order-Notify shipments.

**NOTE C:** Not applicable on shipments consigned to a catalog or retail distribution center.

**NOTE D:** When picking up or delivering to a residential or limited access location, the notification fee is considered to be part of that charge and will not be assessed as a stand-alone charge

### **ITEM 3: PLACEMENT OF VEHICLE FOR LOADING**

At the request of the Shipper, the Carrier will furnish and place a vehicle at the loading site designated by the Shipper to pick up a shipment there tendered for transportation.

### **ITEM 4: PLACEMENT OF VEHICLE FOR UNLOADING**

The delivery of a shipment by the Carrier as specified on the Bill of Lading will include the placing of a vehicle at the delivery site designated by the Consignee.

### **ITEM 5: LOADING BY CARRIER**

- a. Freight tendered for loading shall be so situated as to be directly accessible to, or immediately adjacent to a parking space suitable for Carrier to place its vehicle for loading.
- b. Carrier will furnish only one person per vehicle for loading, be it the driver, helper or any other Carrier employee.

### **ITEM 6: RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER**

- a. Loading or unloading service does not include assembling, packing, unpacking, dismantling or inspecting, sorting or segregating of freight.
- b. Loading or unloading services do not include the furnishing by the Carrier of employees for rigging or special equipment such as winches, cranes, jacks, blocks, falls, chain falls or other special equipment used in hoisting. When such equipment is required in loading or unloading and Shipper or Consignee, as the case may be, shall furnish same and the necessary labour to operate such equipment at his expense, and shall also assume responsibility for safe loading and unloading.

- c. Where Shippers' or Consignees' shipping or receiving facilities are not a reasonable level with the floor level of Carrier's vehicle, or where on account of weight, dimension or physical characteristics of pieces or packages, the shipment cannot be handled by one person. The Shipper or Consignee must furnish adequate means by which the freight can be moved onto or off carrier's vehicle. In the absence thereof, rates in this tariff will not include loading or unloading except that Carrier's driver will render assistance.
- d. When a shipment is tendered for delivery during Carrier's normal business hours (that period from 9:00 am - 5:00 pm on Monday through Friday), except on legal Holidays and through no fault of the carrier such shipment cannot be delivered, provisions and charges published for re-delivery will apply in addition to all other lawfully applicable charges.

#### **ITEM 7: WAIVER OF DELIVERY RECEIPT**

When shipper or owner has made written arrangements with the Carrier transporting freight consigned to Construction sites or other places where no representative of the Consignee is present or available to sign for receipt of the shipment, the freight will be delivered and unloaded by the Carrier and left unattended at the place designated in the written instructions.

#### **ITEM 8: SATURDAYS, SUNDAYS AND HOLIDAYS, AND AFTER HOURS**

When a shipper or consignee requires or requests pickup, delivery, interchange or transfer of a shipment between 7pm and 6am in a normal working day within the Metropolitan areas as listed on pages 3-10 of this tariff a surcharge of \$200.00 will apply in addition to all other lawful charges. When a shipper or consignee requires or requests pickup, delivery, interchange or transfer of a shipment between 7pm and 6am a normal working day outside the Metropolitan areas as listed on pages 3-10 of this tariff a surcharge of \$300.00 per shipment will apply in addition to all other lawful charges. Services required between 6 am and 8 am or between 5 pm and 7 pm will be \$135.00 for the metropolitan city area of our terminals and \$260.00 for locations outside of these metropolitan city locations.

If this same pickup or delivery is requested for a Saturday, Sunday or Holiday additional charges will apply as outlined in item 8 of rule # 160".

1. When a Shipper or Consignee requires or requests pick up, delivery, interchange or transfer of shipment, between Carriers and/or clearance of shipments through customs during the times specified in paragraphs (a) & (b) of this item, the charges stated therein shall be assessed in addition to all other lawfully applicable rates and charges.

##### **(a) Saturdays (other than Holidays)**

- ❖ Between the hours of 7:00 a.m. and 12:01 a.m. of the following day.
- ❖ Charge of \$75.00/hour. Minimum of 4 hours.
- ❖ Minimum charge of \$300.00 per vehicle used. (See NOTE C)

##### **(b) Sundays and Holidays**

- ❖ Between the hours of 12:01 a.m. and 7:00 a.m. of the following day.
- ❖ Charge of \$75.00/hour. Minimum of 4 hours.

- ❖ Minimum charge \$300.00 per vehicle used. (See NOTE D)
- 2. Subject to prior arrangements Carriers will provide adequate staff to handle multiple shipments delivered to and/or interchanged at their terminals and consigned to a single Consigned, during the times specified in paragraphs (a) & (b) above at the charges provided therein subject to the following conditions:
  - a. The charges shall be based on the number of vehicles loaded during the times specified in paragraphs (a) & (b) and will include the clearance through customs. Where services are performed during both times specified in paragraphs (a) & (b) above, charges for each period shall be computed separately.
  - b. Where more than one vehicle is used, each vehicle shall be considered as loaded to capacity where the quantity of freight which in the manner loaded so fills a vehicle that no more shipments in the shipping form(s) tendered can be loaded in or on the vehicle without damage to shipments already loaded, notwithstanding that the entire cubical capacity of the vehicle may not be occupied.

**NOTE A:** This rule shall not be construed as obligating the Carrier to furnish any service on the days specified herein.

**NOTE B:** Charges must be either paid by the party requesting the service guaranteed to the satisfaction of the Carrier before the service provided for in this Rule will be performed.

**NOTE C:** Where more than two vehicles are used, the minimum charge shall be \$260.00 per vehicle. **NOTE D:** Where more than two vehicles are used, the minimum charge shall be \$260.00 per vehicle.

#### **ITEM 9: INSIDE PICKUP OR DELIVERY AND OTHER THAN GROUND FLOOR PICKUP OR DELIVERY**

Inside pick up or delivery surcharge of \$5.05 cwt, Minimum \$65.00, Maximum \$423.60, will be applicable when one or more of the following criteria is met.

The driver is required to go beyond the immediate area of the receiving door to pick up or deliver the freight.

The requested pick up or delivery location is other than the ground floor.

The handling unit (s) of the freight exceeds the width and or height of the receiving door and the driver must break down the unit (s) to complete the pick up or delivery, where the actual weight of any individual piece exceeds 75lbs or the actual weight of the total shipment exceeds 300lbs.

## **PREPAYMENT OF SHIPMENTS – RULE NO.165**

**ITEM 1:** No shipment for which a through rate is published will be accepted on a partially prepaid or partially collect basis. When failure to comply with this provision is discovered after the shipment has been tendered for transportation, the entire charges based on the applicable through rate, will be assessed against the Shipper.

**ITEM 2:** All charges must be prepaid or guaranteed on any shipment which, in the judgment of the Carrier at point of origin, would not, at a forced sale, realize the total amount of charges due at destination. Freight on which prepayment is required may, on approval of the Carrier with whom the freight originates, be forwarded upon a guarantee being received from Shipper or Consignee that all charges will be paid at destination. A full explanation shall be made on the Bill of Lading.

**ITEM 3:** All inland freight charges on shipments destined to a steamship pier or airport for furtherance must be prepaid, except as follows:

Shipments destined to the U.S.A. or Canada, or shipments destined to steamship piers or airports for furtherance may be Carrier "Inland freight charges collect", when the Bill of Lading and Shipping orders show in the body thereof the name and address of the Broker, Agent or party, from whom the charges are to be collected, providing such Broker, Agent or party is located in the U.S.A. or Canada.

**ITEM 4:** On export shipments all detention, demurrage and/or storage charges will be assessed against the Shipper.

## **PRIVATE RESIDENCE PICK UP AND/OR DELIVERY AND LIMITED ACCESS PICKUPS OR DELIVERIES - RULE NO.170**

Shipments requiring pickups or deliveries to premises without a designated dock or receiving area at Private Residences or locations with limited access such as farms, ranches, dormitories, churches, or schools, will be subject to a surcharge of \$90.00 per occurrence.

## **PAPER DOCUMENT FEE – RULE NO.175**

Requests for paper documentation will be subject to the following surcharges:

- ❖ Copies of the Day & Ross Invoice, \$2.00 per invoice copy.
- ❖ Bills of lading, \$5.00 per copy.
- ❖ Proof of Delivery, \$5.00 per copy.
- ❖ For other supporting documents, \$5.00 per copy.

## **PROPERTY OF EXTRAORDINARY VALUE – RULE NO.180**

The following property will not be accepted for shipment nor as premiums accompanying other articles:

Government shipments of mail (except when under special contract), Bank Bills, Currency Deeds, Notes or valuable papers of any kind, Jewelry, Postage Stamps, Letters and packets of Letters with or without Postage Stamps affixed, Precious metals or articles manufactured, Precious stones, Revenue Stamps, Antiques or other related or unrelated old, rare or precious articles of extraordinary value.

## **PROTECTIVE SERVICE (HEATED AND REFRIGERATED SERVICE) – RULE NO.185**

### **ITEM 1: CONDITIONS**

- a. The Carrier will not be obligated to supply Protective Service on shipments requiring protection against heat or cold unless specific arrangements are made in advance of shipment, and the request is endorsed the Bill of Lading by the Shipper or Consignor, indicating the temperature the product requires.
- b. When the Bill of Lading is not endorsed in accordance with paragraph (a) the Carrier will not be responsible for damage or deterioration due to heat or cold.
- c. When the Bill of Lading is endorsed in accordance with paragraph (a) the Carrier will provide protection against heat or cold at the rates and charges in ITEM 2, in addition to all other lawfully published charges.
- d. Materials which congeal, solidify or freeze above normal temperatures of 32 degrees Fahrenheit or 0 degrees Celsius shall be at owners' risk of freezing after Carrier has provided normal heating service.

### **ITEM 2: CHARGES**

Shipments will be charged an additional 20% of the freight charge, minimum charge \$40.00 for each delivery to one consignee.

Shipments designated as Intermodal will be charged an additional 25% of the freight charge, minimum charge \$18.50 for each delivery to one consignee.

**NOTE:** Carrier will not be held liable for temperature controlled shipments unless the Bill of Lading specifies Fahrenheit or Celsius.

## **RECONSIGNMENT OR DIVERSION – RULE NO.190**

A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

## **ITEM 1: DEFINITIONS OF RECONSIGNMENT OR DIVERSION**

For the purpose of this Rule, the terms "Reconsignment" and "Diversion" are considered to be synonymous and the use of either will be considered to mean:

- a. A change in the name of the Shipper or Consignee.
- b. A change in the place of delivery within the original destination point.
- c. A change in the destination point.
- d. Cancellation of shipment after commencement of loading.
- e. Relinquishment of shipment at point of origin to another carrier.

## **ITEM 2: CONDITIONS**

- a. Requests for reconsignment must be made or confirmed in writing and the Carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
- b. Carrier will make diligent effort to execute a request for reconsignment, but will not be responsible if such service is effected.
- c. All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the Carrier before reconsignment will be made.
- d. Only entire shipments, not portions of shipments may be reconsigned.
- e. An Order for reconsignment of a shipment moving under Import Shipping Contracts, will not be considered valid unless and until the original Shipping Contract is surrendered for cancellation, endorsed or exchanged.
- f. Instructions for reconsignment of C.O.D. shipments will be accepted only from the Shipper.
- g. When request for reconsignment or diversion is made, to a new destination point, all original charges will apply, plus charges from the original destination point to the new destination point, and the reconsignment-diversion surcharge as outlined in Item 3 below.

## **ITEM 3: RETURN OF FREIGHT**

Where a request is made by Shipper, before a shipment has left Carrier's terminal at point of origin for return of a shipment to the original place of shipment or delivery thereof to another carrier at point of origin or relinquish possession thereof to Shipper or to another carrier at Carrier's terminal such service if performed, will be subject to the following Charges:

Location	Charges per 100 lbs	Charge per Shipment	
		Minimum Charge	Maximum Charge
All locations	\$7.00	\$80.00	\$300.00

## **RE-DELIVERY OF SHIPMENTS – RULE NO.195**

If one of the following delivery arrangements is met, charges from Reconsignment or Diversion Rule 190, Item 3 will apply:

## **1. SECOND DELIVERY TO SAME CONSIGNEE AT SAME ADDRESS**

Shipments which, after being tendered for delivery at the address as marked on the shipments, are undeliverable and returned to terminal will, if requested by Consignee be offered for re-delivery at the same address.

## **2. AGREED DELIVERY ARRANGEMENTS**

When specific delivery or re-delivery arrangements are made between Consignee and Carrier and shipments are undeliverable for a reason beyond the Carrier's control and returned to the terminal.

## **3. CHANGE OF LOCAL DELIVERY ADDRESS**

Shipments which, after being tendered for delivery at a specific local address, as marked on the shipment, are, at the request of the owner, delivered to another address at the same destination.

## **4. CHARGE FOR RE-DELIVERY OR DELIVERY TO ANOTHER**

For delivery to another address within the same delivery area; or when specific delivery or re-delivery arrangements are made between Consignee and Carrier and shipments are undeliverable for a reason beyond Carrier's control and returned to terminal.

### **REWEIGH AND ADMINISTRATIVE FEE – RULE NO.196**

When the reweigh of a shipment results in an increase to weight of at 35 lbs or more, the correction will be applied along with a \$20.00 Reweigh Fee per shipment. This charge will be in addition to all other charges.

### **RETURNED - REFUSED - UNDELIVERED SHIPMENTS – RULE NO.200**

If a shipment is refused and final disposition thereof is made returning the shipment to the Shipper at point of origin as shown in the Bill of Lading, the tariff rates published herein will be assessed on the returned shipment in addition to any other accrued charges.

### **ROAD CLOSURE OR DETOUR – RULE NO.201**

In the event of a Road Closure or Detour an additional charge of: Min \$25.00, \$2.25 per cwt, Maximum \$950.00. Based on the greater of the Actual or Volume weight.

### **SORTING OR SEGREGATING FREIGHT – RULE NO.205**

Shipments of any weight when tendered in segregated lots according to marks, brands, sizes, flavours or other distinguishing characteristics, will be delivered in the same segregated order, without additional charge, provided Shipper requires the delivery so stated.

When these conditions are not met, charges for sorting or segregating (if requested) on shipments of any weight area as follows:

<b>1-19,000 LBS.</b>	<b>\$1.25 cwt</b>	<b>MINIMUM CHARGE - \$ 17.80</b>
<b>20,000 lbs. + OVER</b>	<b>\$1.25 cwt</b>	<b>MINIMUM CHARGE - \$131.20</b>

**NOTE 1:** Charges will be assessed against the party requesting the service.

**NOTE 2:** This Rule shall not be construed as obligating the Carrier to furnish the service herein described.

### **STATEMENT OF ACCOUNTS – RULE NO.210**

Statements of account for transportation charges must be paid by the debtor within thirty days from date of billing.

1.5% interest will be assessed per month on an overdue account.

### **STOP-OFF IN TRANSIT – RULE NO.215**

**ITEM 1:** Shipments of 30,000 lbs. or more may be stopped at point of origin or destination or at points between origin and destination for completion of loading or for partial unloading, under the following conditions:

- a. All freight charges must be paid in full at one time, by either the Shipper or the consignee named in the Bill of Lading.
- b. Only one Bill of Lading and one shipping order shall be issued for the entire shipment.
- c. The Bill of Lading and shipping order shall show in the space provided therefore the name of only one Shipper and delivery address and one consignee and one destination.
- d. The name and address at which the vehicle is to be stopped for completion of loading or partial unloading, shall be shown, either in the body of the Bill of Lading and shipping order, or on a separate paper which shall be attached to and considered a part of the shipping documents.
- e. Except as otherwise provided, three stops shall be permitted. The charge for each stop shall be \$100.00.
- f. Except as provided in ITEM 2, the rate from the original place of shipment to the place of final delivery will apply on the total weight of the shipment. The weight after completion of loading, if a stop for that purpose is made, or the weight before the stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rate will apply.
- g. For any out of linehaul, a charge of \$2.00 per running mile will be made in addition to the stop-off charge.

**ITEM 2:** If the rate from any place where a stop is made for the completion of loading is higher than the rate from the original place of shipment, such higher rate will apply, or if the rate to any place where a stop is made for partial unloading is higher than the rate to the place of final delivery, such higher rate will apply.

**ITEM 3:** The stop-off services provided for in this Rule will not apply in connection with shipments of:

- a. Freight moving on C.O.D. basis.
- b. Freight consigned to order, or to order/notify or otherwise so consigned as to require surrender of Bill of Lading, written order or any other documents in advance of delivery except when the papers and/or documents are tendered to Carrier at the time shipment is picked up.

## **STORAGE RULES AND CHARGES – RULE NO.220**

Undelivered shipments and shipments awaiting transportation, held in or on the Carriers' premises or truck by reason of an act or an omission of the Shipper, consignee or owner and through no fault of the Carrier, will be considered stored and subject to the following provisions:

### **ITEM 1:**

- a. Storage charges on shipments awaiting transportation and undelivered shipments will be subject to the additional charges shown in ITEM 2 and 24 hours free time will be allowed by the Carrier.
- b. Storage charges will end at 7:00 am of the day on which:
  - i. The carrier receives instruction to deliver or transport the freight. If such instructions specify transportation at a later date, the charges will end at 7:00 am on the date specified.
  - ii. The Carrier exercises its' right and forwards the goods to a public warehouse.
  - iii. Saturdays, Sundays and Legal Holidays will not be considered as free time, but will be included in the assessment of charges. Saturday and Sunday will be combined and considered as one day.

### **ITEM 2: CHARGES**

- a. Charges will be assessed as follows on freight not requiring protective service:  
**\$2.75 per 100 lbs or fraction thereof per day, subject to a minimum charge of \$45.00 per day per shipment.**
- b. Charges will be assessed as follows on freight requiring protective service:  
**\$4.42 per 100 lbs or fraction thereof per day, subject to a minimum charge of \$58.45 per day per shipment.**

**NOTE:** Any fraction of a day will count as a day.

### **ITEM 3: SHIPMENTS LOADED ON TRUCKS/TRAILERS**

Shipments loaded on trailers will be assessed as per detention charges in this tariff.

**NOTE:** When a single shipment requires the use of more than one truck, the charge will apply to each truck instead of to each shipment.

### **ITEM 4: PERISHABLE SHIPMENTS**

Nothing in this Rule will abridge the right of the Carrier to handle and dispose of perishable shipments as provided for in the Bill of Lading.

## **SUFFERANCE WAREHOUSE CHARGES – RULE NO.225**

Freight imported (in Bond) for customs clearance at Inland Sufferance Warehouse will be subject to applicable Inland Sufferance Warehouse charges in addition to all other lawful charges.

## **TERMINAL AND WHARFAGE CHARGES – RULE NO.230**

When rates subject to this tariff are used from Export or Import, shipments consigned to, or received from steamship lines through the ports in the Province of Quebec, and the Province of Ontario, the following terminal charges are to be added to the rate at the billed Weight:

- ❖ When a rate with minimum under 10,000 lbs is used, \$1.16 cwt must be added with a minimum of \$23.75.
- ❖ When a rate with minimum of 10,000 lbs to 14,999 lbs is used, \$1.10 cwt must be added.
- ❖ When a rate within minimum of 15,000 lbs to 19,999 lbs is used, \$0.90 cwt must be added.
- ❖ When a rate with minimum of 20,000 to 29,999 lbs is used, \$0.75 cwt must be added.
- ❖ When a rate with minimum of 30,000 lbs to 39,999 lbs is used, \$0.60 cwt must be added.
- ❖ When a rate with minimum of 40,000 lbs or over is used, \$0.45 cwt must be added.

Pier loading or unloading charges and Top Wharfage charges, where applicable, will be in addition to the Terminal charge.

## **VALUATION – RULE NO.235**

- a. All rates and charges (other than household goods and/or personal effects) are based on a liability not exceeding \$2.00 per pound unless a higher value is declared by the Shipper.
- b. When the Shipping Contract indicates that the Shipper requires the Carrier to accept liabilities up to a stated declared value, an excess valuation charge of two (2) percent of the total declared value in excess of \$2.00 per pound will be assessed.
- c. All valuation charges are payable by the party responsible for the freight charges.

## **VEHICLES FURNISHED, BUT NOT USED - RULE NO.240**

When Carrier, upon receipt of a request to pick up a shipment, or to furnish a vehicle to pick up a shipment, or for the exclusive use of a Shipper, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the Carrier and the vehicle is not used, a charge of \$159.00 per day, or fraction thereof, per vehicle, will be assessed against the Shipper making such request. When LTL shipments are involved the charge will be based at \$2.90 per cwt and a minimum of \$34.45.

## **WEIGHING & RE-WEIGHING - RULE NO.245**

The Carrier will, upon request of either Shipper or Consignee, weigh or re-weigh any shipment or vehicle. A charge of \$28.60 will be made for each weighing or re-weighing to be paid by the party requesting the service.

## **RESTRICTED AND PROHIBITED ITEMS - RULE NO.250**

Customer recognizes its obligation to properly and accurately identify commodities to be transported by Carrier. In the event that any commodity transported by the Carrier pursuant to this tariff is mislabeled, misidentified, insufficiently identified (including failure to identify dangerous goods or cannabis), or such commodity appears on the Carrier's prohibited or restricted articles list and there is any damage, penalty, fine, delay or any other loss occasioned by such failure, Carrier reserves the right to charge, and the shipper and customer shall be jointly and severally liable for, any such damage, penalty, fines, delay or any other loss and Carrier reserves the right to adjust the rates for such movement. Once any such issue is identified with any commodities transported by Carrier – Carrier will, at its absolute and sole discretion, return the commodities to origination, arrange for pick-up, or dispose of the commodities and any expense occasioned (including any applicable freight charges) will be charged to and be the joint and several liability of the shipper and customer. Further, Carrier reserves the right to charge two times the actual costs associated with loss occasioned by this section as an administrative fee.

For a complete list, please refer to Restricted Articles: Domestic Shipments as amended from time to time available at [dayross.com/guides](http://dayross.com/guides).