



## **Standard Terms and Conditions**

1. By acceptance of this quote, the customer accepts all QSL Transport terms and conditions stated herein.
2. Quoted prices are subject to acceptance within 30 days from date of quotation, or for period specified on face hereof, after which QSL Transport will re-quote if requested. HST-GST-QST are not included in quoted price.
3. All pricing is in Canadian dollars unless otherwise stated in the quotation.
4. This quotation as well as all orders pursuant to the quotation are subject to credit approval by QSL Transport before each shipment.
5. All quotes are subject to equipment availability, permit approval, clear, and uninterrupted access to points offloading/unloading, and seasonal road restrictions. Unless otherwise expressly stated in the quotation, any special requirement or permit condition not included in the price will be charged at cost plus 15%.
6. All rates quoted are not valid during any seasonal weight restrictions or reduced axle bans unless specified in the tender.
7. Unless stated, this quote does not include charges for city and county permits, or costs associated with the requirements imposed by local officials.
8. It is the responsibility of the shipper, contractor, or consignee to post any bond required for the move in any city, county, province, or state highway. This cost is not included in the quote. If QSL Transport is requested to supply bonds, the costs will be charged at cost plus 15%.
9. Loading and offloading responsibility of others. Shipper will be responsible for any blocking or bracing required. The shipper and consignee are to assist in the assembly and disassembly of all equipment when needed i.e., labor, forklifts, or cranes at customer cost.
10. QSL Transport is not responsible for any crane and/or other third-party detention cost of any delays, damages and/or losses incurred due to varying weather conditions, acts of God, road construction, road restrictions, equipment breakdowns, permit approvals, police escort delays or anything else that may arise beyond QSL Transport direct control, unless expressly stated in the quotation.
11. All quotations include private escorts. Any additional conditions set forth by a Province or State will be charged at cost plus 15%. Such items may include but are not exclusive to: (i) traffic management plans; (ii) utility companies; (iii) extra escorts (ex. Police, DOT or CSE super escorts); (iv) flaggers, (v) railway crossings; (vi) private right of ways; (vii) media ads or radio announcements, etc. Cancellation of Extra escorts as outlined above requires 48 hours' notice.
12. Utilities, bridge surveys, engineering studies and wire lifting are extra if required, unless expressly stated in the quotation at cost plus 15%.
13. It is the responsibility of the Shipper to ensure that the items to be shipped are packaged sufficiently and secure to protect the goods from incidental damage during transport. This includes, but is not limited to, damage from road debris, tree branches, stones, rain/snow/hail, etc. If Shipper elects to ship the goods with either insufficient or no packaging, then the load is being transported under "Shipper's Risk" and QSL Transport is not liable for damages sustained to the goods from incidental road damages.
14. Our standard land cargo insurance coverage of \$2.00/pound (CAD\$4.41/kg) to a maximum of \$100,000.00 (CAD) is included covering cargo that is in our direct care, custody & control.

Additional insurance (including Marine insurance) if required will be extra based upon current market cost at the time of shipment or, if provided by others, must include QSL Transport and its subcontractors as named co-insureds with a waiver of subrogation.

15. Shipping saddles are not included in our quotation. Tarps, shrink wrapping, scaling or protection from any natural elements or road spray, if required is not included unless expressly stated. Quotes reflect estimates based on the center of gravity being evenly distributed, if not drawing must be provided to reflect the actual center of gravity for trailer and deck adjustments.
16. Quote is not applicable when dimensions, weights, center of gravity or services required at time of loading differ from those specified in the quotation.
17. TERMS NET 30 DAYS. A service charge of 2% per month charged, 24% per annum, on overdue accounts.
18. Written notice within (5) days from date of receipt of shipment and/or service is required of any evidence of damage to and/or shortages of consignment.
19. Quote includes 2 hours free to load and 2 hours free to offload. Any extra time would be extra at \$ TBD per hour per truck and \$ TBD each for private escorts.
20. Fuel Surcharge is based on the current rate and is subject to change at the time of shipping. Fuel Surcharge is calculated using the Freight Carriers Association Weekly Fuel Surcharge.
21. QSL Transport reserves the right to use their absolute discretion to deviate from the usual route or manner of transporting goods as deemed desirable or necessary in the circumstances.
22. Written notice is required 30 days prior to the commencement of any moves. Purchase orders and documentation support letters must be provided when needed.
23. QSL Transport shall have the right to stop the operation of equipment rented under this agreement at any time or remove it from the customer's project site, without any liability to the customer, if:
  - a. QSL Transport deems it advisable to do so for the safety and protection of the equipment operator, any other person, the equipment rented under this agreement or any other property.
  - b. Force majeure: Should any service under this agreement be hindered, interrupted or delayed by any mechanical breakdown or defect of any equipment, by any accident, fortuitous event, act of God or other cause beyond the control of QSL Transport, such as, but not limited to, a strike, a labor dispute, the impossibility of or a delay in securing a replacement part, civil strike, natural disasters, sabotage, riots, fires, floods, wind, storms, explosions, inability to obtain power, a court injunction or order, or some other such cause,, QSL Transport shall be relieved of its obligations under this agreement for the duration of such hindrance, interruption or delay and the customer shall have no right to claim damages from QSL Transport in respect of any loss, including, without restricting the generality of the foregoing, deprivation of use of the equipment, waiting time of the customer's employees, equipment charges, staffing and housing costs, lost profit or revenue or failure to realize expected savings, and any other similar claims by other persons.
  - c. The customer hereby grants permission to the company to enter its property in order to remove its equipment without becoming liable for damages for trespass, breach of contract or otherwise.

24. When any equipment rented under this agreement is to be placed on board any barge, ship or other vessel, the customer will provide sufficient notice to QSL Transport to enable QSL Transport to arrange appropriate marine insurance. Premium for such insurance shall be charged to the customer together with the cost of "on hire" and "off hire" surveys by a marine surveyor selected by QSL Transport at cost plus 15%.
25. Should the customer fail to make payment as it becomes due under this agreement or violate any provisions of this agreement or become bankrupt or make an assignment for the benefit of creditors, QSL Transport may, without notice, terminate this agreement and remove all equipment rented under this agreement from the customer's project without becoming liable for damages for trespass or otherwise.
26. QSL Transport reserves the right to charge a cancellation fee, along with any out-of-pocket expenses incurred to the time of cancellation, if any work is cancelled or if work scope is reduced with less than (48) hours' notice.
27. Governing Law- this contract is subject to and shall be in accordance with the laws of Quebec and the federal laws of Canada applicable therein. Each of the company and the customer consents to the exclusive jurisdiction of the courts of the Province of Quebec, to the exclusion of any other courts, with respect to all disputes or claims originating in respect of the contract.
28. The customer shall be responsible for guaranteeing the actual weight of the cargo to be moved and if any discrepancies should arise; the customer will be liable for all additional cost and liabilities incurred due to these inaccurate weights produced by the shipper.
29. Customer to supply all equipment and labour to assemble and disassemble the transport equipment. Any additional packing required between the underside of the cargo and the transport will be supplied by others.
30. This quotation is based on QSL Transport obtaining free and clear access to any suitable loading, unloading, or working areas.
  - a. The customer shall be responsible for identifying any unusual site conditions such as hidden services, underground structures, etc., which could be damaged by any equipment.
  - b. The customer warrants that the soil, pavement and any structure of the job site or the neighborhood can withstand the weight of QSL Transport equipment, loaded or not and moving or not, as well as any vibration or shaking that may come therefrom.
  - c. QSL Transport assumes no responsibility for damage to roadways, parking lots, sidewalks, landscaping, or curbs however caused.
  - d. If the work site is inadequate to provide clear passage or to support the operation of heavy equipment, or if the subsurface conditions necessitate reinforcement and/or relocation of facilities and/or services, all such work and the co-ordination of same required to permit the work to proceed in a timely manner shall be the sole responsibility of and at the expense of the customer.
  - e. A site visit/route study is required prior to mobilization to confirm crane/equipment access and operating areas and will be charged to the customer at cost.
31. Overtime premiums will apply to all hours worked on weekend and holidays. Unless stated otherwise, the prices quoted are based on rates in effect for regular working hours Monday to Friday ten (10) hours a day. Should there be circumstances beyond our control where work is required outside of those regular hours, overtime premiums will apply to all overtime hours worked.

32. This quotation is based on rates presently in effect for work during regular business hours which are 7 a.m. to 7 p.m. with a maximum of 10 hours per day per crew member from Monday to Friday, excluding any statutory holidays. Overtime premiums will be charged as extra at a rate of \$50.00 per hours per crew member along with layover charges of \$150.00 per night per crew member for any work required outside of regular business hours Monday to Friday 7 p.m. to 7 a.m. daily or anytime Saturday, Sunday and/or statutory holidays and/or work required due to circumstances beyond our control.
33. If additional tow/push equipment is required for QSL Transport equipment due to site conditions, the charges will be billed at cost plus 15%. Any damages incurred to property or equipment (including QSL Transport) resulting from towing or pushing will be charged at cost plus 15%.
34. The Customer guarantees that the shipment(s) contains NO HAZARDOUS materials prior to shipping.
35. QSL Transport has no responsibility for port handling charges, crane guarantees, customs clearance, duties, or any supporting documents of such.
36. Delays exceeding 2 hours at any borders will be subject to the Company's current waiting time charges.
37. The shipper upon tender of the shipment to the carrier, and the consignee upon acceptance of delivery of shipment, shall be able jointly and severally for all unpaid charges of said shipment in accordance with applicable tariffs including but not limited to sums advanced or disbursed by the Company regarding said shipment.
38. No alteration, variation, modification, or waiver of any of the foregoing conditions of the quote shall be binding on the Company unless in writing and signed by an authorized officer of the Company.
39. All quotations, spreadsheets, route surveys, reports and recommendations provided by QSL Transport to the client are proprietary information and is expressly for the exclusive use of QSL Transport's client and are not to be forwarded, shared, or distributed to anyone else without the written consent of an approved QSL Transport representative. Such consent may be withheld at QSL Transport's sole discretion.
40. In the event equipment used is prevented by weather, there shall be a minimum daily charge of (4) hours at the applicable regular hourly rental rate plus a charge for the equipment operator and each member of the equipment crew equal to the respective hourly rate in effect from time to time for such personnel for (8) hours less the number of hours for which the equipment was charged on such weather-bound day.
41. If it is expressly or implied that QSL Transport is to use a particular method of transporting, handling, or storing the goods. QSL Transport will give priority to that method. However, if it cannot conveniently be adopted by QSL Transport, we are authorized to transport, handle, or store the goods by any other method or methods required.
42. In no event shall QSL Transport be liable whether a claim in tort, contract or otherwise for any incidental, indirect, special, punitive, or consequential damages including but not limited to loss of use, downtime, lost revenue, goodwill or profit or any kind whatsoever, regardless of cause or foreseeability thereof.
43. Prices reflect direct routing for origin to destination and any rerouting due to construction, weather related issues, road and/or structural suitability due to dimensions or weight, or related issues that effect and cause additional mileage and/or fees may require cost adjustments and will become the responsibility of the customer.

44. In the event of any conflict or inconsistency between the proposal, quotation or order confirmation and these general terms & conditions, the proposal, quotation, or order confirmation shall take precedence and govern.
45. Super loads will require a minimum of 30 day's written notice to obtain proper permit approvals. Some other Sates or Provinces could require up to 60 to 90 days' notice.
46. All intellectual property rights to the quote & details, drawings, technical specifications, designs, calculations, TMP, pictures, etc. which have been produced by QSL Transport and have been provided to you, shall remain vested in QSL Transport. QSL Transport. These documents (other than route survey reports) must be returned to QSL Transport immediately upon request.
47. When the service rendered consists of a route survey:
  - a. QSL Transport's liability shall in no event exceed the amount of the fees received for the services.
  - b. The route study is a visual study; no structural study of the road is carried out. Obtaining the necessary permits in connection with the alignment study is the sole responsibility of the customer and remains subject to the approval of the appropriate authorities, notably the Ministère des Transports du Québec. No representation or assurance is made that such permits will be obtained.
  - c. The customer acknowledges that QSL Transport shall rely on the information and data provided by the customer and that QSL Transport shall not be liable for any errors, inaccuracies or uncertainties that may arise from the information provided by the customer or its representatives.
48. Any trade labour that QSL Transport is required to hire to abide by any local collective bargaining agreements and/or jurisdictional requirements shall either be provided by the customer or charged to the customer as an extra at a rate of cost-plus fifteen percent (15%).
49. QSL Transport is a rigging and transporting specialist. As such, a warranty or warranty period is not applicable to the scope of work being performed.

I acknowledge and accept the above noted terms and conditions,

\_\_\_\_\_, \_\_\_\_\_  
Name (Print) Title

\_\_\_\_\_  
Signature Date