



Just Consider Transportation Inc – Terms & Conditions

January 1, 2024

Just Consider Transportation reserves the right to assess the following charges which are subject to change without notice. Charges will be applied according to the terms of the bill of lading unless otherwise specified.

1. Acceptance of these Terms of Service

These terms and conditions of service establish a contract between you and Just Consider Transportation Inc. (JCT)

(a) By utilizing the Services (defined below), or selecting “I accept the Terms of Service”, you explicitly confirm that you:

(i) have thoroughly read, comprehended, agreed to, and accepted these Terms of Service along with the Terms of Use of the Website, Portal, the Privacy Policy, and (if applicable to you) our Just Consider Transportation Net Terms.

(ii) fulfill all the eligibility criteria outlined in section 2 and

(iii) have "electronically" consented to these Terms of Service in accordance with the Electronic Commerce Act, 2000, S.O. 2000, c. 17, as amended periodically, and its accompanying regulations, or any other pertinent legislation or regulations.

(b) We retain the right, at our sole discretion, to amend, alter, and update these Terms of Service and conditions periodically. All such modifications are effective immediately upon posting and apply to all access to and continued utilization of our Services. You consent to regularly review these Terms of Service to stay informed of any modifications, and your continued utilization constitutes your acceptance of these Terms of Service.

By utilizing our services, you agree to:

(i) Ensure that your account's payment and Billing Information is current, comprehensive, and accurate.

(ii) Cover all charges incurred in using the Services, including extra charges on invoices, even if such charges were not initially displayed when the rate was obtained from the carrier/through the website and/or web portal or an authorized representative of the company.

(iii) Adhere to all applicable laws, regulations, and guidelines, as well as the carrier terms, company policies, procedures, guidelines, and recommendations, including those pertaining to packing, shipping, and interacting with carriers.

(iv) Refrain from shipping any items that are listed within the prohibited items list.

(v) Take responsibility for appropriately labeling all shipments with suitable shipping labels, ensuring accuracy of all information on the labels, including Inputs, and providing any specific handling instructions to aid in proper identification, handling, and sorting of shipments during transportation or storage.

(vi) Accurately input the correct HS code classification for shipments and provide sufficient and accurate details to describe shipments in the customs invoice, ensuring all other relevant information on the customs invoice is accurate and complete.

(vii) Solely handle obtaining, booking, and purchasing the necessary insurance coverage to safeguard shipments against potential loss or damage during transportation, handling, or storage.

(viii) Properly package all shipments in a secure manner that effectively protects them from damage during transportation, handling, or storage, and ensures they withstand normal handling and transportation without damage or breakage. This may involve using suitable packaging materials, such as boxes, padding, bubble wrap, strapping, shrink wrapping, pallets, skids, or any other necessary protective materials. Avoid placing loose shipments onto pallets without appropriate packaging and utilize containers or packaging of adequate size, strength, and quality suitable for the specific nature and fragility of the shipments. Securely seal and close all containers or packaging used to store or transport shipments to prevent accidental opening or spilling of contents.

2.Representations and Warranties

You affirm and warrant that:

(i) You possess the requisite authority to lawfully accept these Terms of Service and commit to fulfilling your obligations under them.

(ii) If you're using a credit card to settle outstanding amounts, the card used is either issued in your name or you have proper authorization to use it for purchasing services.

(iii) Payment for services and any extra charges accrued on your orders via credit card will be honored by your credit card company, and you agree to settle all incurred charges with the credit card issuer.

(iv) You are of legal age as defined by applicable law to enter into a binding contract with the company.

(v) You will maintain up-to-date and accurate account information, including changes such as billing address, credit card number, or expiration date.

(c) You acknowledge that failure to comply with these representations, warranties, and commitments may lead to the suspension or termination of your access to the services and your account with the company.

3. Carriers

By placing orders or utilizing our services, you agree to comply with the terms and conditions set forth by any carrier you choose to interact with, including their respective Carrier Terms. We've included links to our respective carriers' terms and conditions pages.

Company Name	Website Link
Apex	www.apexltd.com/forms/TARIFF101-20180523.pdf
Apps Transport	www.appsexpress.com/uploads/category/88e0e3c09c1f874708121ca283ac66ab.pdf
Cavalier	www.cavalier.net/wp-content/uploads/2021/04/Terms_OceanFreight.pdf
Fastfrate	www.fastfrate.com/wp-content/uploads/2022/10/Fastfrate-Terms-and-Conditions-F23.pdf
Day & Ross	www.dayross.com/en/Guides
Gardewine	https://gardewine.com/terms-conditions/
GLS	www.gls-canada.com/en/express/support/useful-documents/terms-conditions
Kindersley	www.kindersleytransport.com/assets/cust_service/ktl-termsandconditions.pdf
Manitoulin	www.manitoulintransport.com/bol-legal-agreement/
M-O	www.m-o.com/wp-content/uploads/2023/04/M-O-Tariff-520-April-1-2023.pdf
Martin Roy	https://www.martinroytransport.com/wp-content/uploads/2022/04/MRT-Terms-and-Conditions-1-DEC2021-EN.pdf
Minimax	https://www.minimaxexpress.com/forms/
National Fast Freight	https://www.nationalfastfreight.com/downloads/NFF-BOL.pdf
Polaris Transport	www.polaristransport.com/en/resources-polaris-transportation-downloads.php
Rosedale	https://www.rosedalegroup.com/wp-content/uploads/2022/12/combined-bol_0.pdf
TST CF-Express	www.tst-cfexpress.com/forms/en/boltc.pdf
VA Transport	http://extranet.vatransport.com/documents/opening.pdf
WCE	https://www.westerncanadaexpress.com/bol_terms.html

Please note for any Carriers that do not have terms and conditions available online, we recommend contacting the Carrier directly.

4. Carrier Liability

(a) For Carriers lacking accessible terms and conditions online, we advise reaching out to them directly.

(b) You must adhere to the relevant carrier terms. Violating carrier terms may lead to suspension or termination of your account, carrier cancellation of your order, denial of delivery, or addition of extra charges to your invoice.

(c) Shipping orders utilizing Just Consider Transportation is at your own risk. By utilizing our services, you acknowledge and accept associated risks. We encourage you to review carrier terms for each order you ship.

(d) Display of shipping service options by carriers on our website does not imply sponsorship, approval, or affiliation between us and any carrier. Our presentation of options does not indicate endorsement of the carrier or its delivery services.

(e) We lack control over carrier operations or content on carrier websites. Hence, you release us from liability for:

(i) Information publicly or privately transmitted through carrier websites.

(ii) Loss or damage during shipment transport (except for coverage purchased through the purchase of additional insurance).

(iii) Timeliness, accuracy of rates, deadlines, or any information on carrier websites.

(iv) Errors, omissions, damages, or losses related to carrier content.

(v) Acts, omissions, errors, representations, warranties, breaches, or negligence of any carrier.

(vi) Personal injuries, property damage, or other expenses resulting from shipping services provided by or interactions with carriers.

(vii) Accuracy, timeliness, or completeness of information obtained from carriers.

(f) In disputes with carriers or third parties, we are not obliged to intervene. You release us, our officers, employees, agents, and successors from all claims, demands, and damages arising from such disputes.

5. Notices of Claims and Limitations of Liability

NOTICE OF CLAIM

Under no circumstances shall Just Consider Transportation be liable for consequential loss or damage, including but not limited to loss of market, profit, revenue, interest, goodwill, business interruption, or work stoppage, resulting from delay, deviation, or agreed transit time in connection with the transportation of goods.

No carrier assumes liability for loss, damage, or delay to any goods transported under the bill of lading unless written notice is provided, outlining the origin, destination, and shipment date of the goods, along with the estimated amount claimed for such loss, damage, or delay. This notice must be submitted to either the originating carrier or the delivering carrier within 7 days after the invoice is received, in the event of non-delivery, within nine months from the shipment date.

The final claim statement, accompanied by a copy of the paid freight bill, must be filed within nine months from the shipment date.

The assessment of loss, damage, or injury to the goods shall adhere to the statutory legal limit of liability set at \$2.00 CDN per pound on the actual weight of the shipment or the declared value noted on the Bill of Lading with a maximum of \$5,000 CDN per shipment. Declared value in excess of \$2.00 CDN per pound is subject to a valuation charge of 3%. Any shipment exceeding \$5,000 will need written authorization from JCT Management.

Just Consider Transportation shall not be held liable for loss, damage, or delay to any goods carried under the Bill of Lading unless the client provides notice within 7 days after delivery of the Goods, or within nine (9) months from the date of shipment in case of failure to make delivery. This notice must include particulars of the origin, destination, and date of shipment of the goods, along with the estimated amount claimed, a copy of the paid freight invoice, and a copy of the signed delivery receipt indicating any external damages noted upon delivery.

For clarity, Just Consider Transportation will not entertain any claims of liability for costs, penalties, or loss of profit arising from late delivery, missed appointments, or any circumstances related to the delivery of a shipment.

6. Net Terms

To be eligible for payment of your orders through a Net Terms Account, you must fulfill the following criteria:

(i) Use your company account for business purposes.

(ii) Have no history of defaulting on payments owed to Just Consider Transportation within the past seven (7) years.

(iii) Not be affiliated with or a non-arm's length party to any individual or entity that has defaulted on payments owed to Just Consider Transportation within the last seven (7) years.

(iv) Meet all other eligibility requirements set forth by Just Consider Transportation and its third-party credit provider.

(v) Complete Just Consider Transportation's designated credit application form accurately and comprehensively.

(vi) Provide authorization for Just Consider Transportation to share the information submitted on your credit application with its third-party credit agency for the purpose of conducting a credit check.

Upon receipt of approval from the third-party credit agency regarding your eligibility for a Net Terms Account, Just Consider Transportation reserves the right to:

(i) Approve or deny your application for a Net Terms Account.

(ii) Determine the initial credit limit for your Net Terms Account.

(iii) Adjust your credit limit on the Net Terms Account at its sole discretion.

(iv) Revoke your privilege of using the Net Terms Account for payment of orders at any time.

(v) Transition your Payment Method to a prepaid account or credit card at any time.

(vi) Approve, deny, increase, or decrease your credit limit upon your request for a change to the credit limit.

If you choose to pay for your orders through a Net Terms Account, you are required to settle the amounts within thirty (30) days of the Invoice Generation Date, unless otherwise specified by Just Consider Transportation. Failure to remit payment within this timeframe may lead to the suspension or termination of your account.

You have a thirty (30)-day window from the Invoice Generation Date to contest any charges on an invoice.

If extra charges are incurred on an order by the relevant carrier after the order has been booked, these extra charges will be reflected on the invoice once Just Consider Transportation receives the invoice for extra charges from the Carrier. This process may take up to one hundred and twenty (120) days from the delivery date of your order to the Destination Address.

6. Suspension or Termination of Account

Just Consider Transportation reserves the right, at its discretion and without prior notice, to disable, suspend, or terminate your account, username, password, or any other identifier provided by us, or to revoke your access to any Payment Method for various reasons, including but not limited to:

- (i) Violation of any provision of these Terms of Service
- (ii) Failure to make full payment within the specified period on invoices.
- (iii) Sharing login credentials with unauthorized individuals within or outside of your business.
- (iv) Abuse of Just Consider Transportation's systems and operations.
- (v) Actions that defame or harm the goodwill and reputation of Just Consider Transportation.
- (vi) Direct negotiation of rates with Carriers based on rates discovered on the website.
- (vii) Failure to adhere to company recommendations or guidelines.
- (viii) Consistent input of inaccurate details for orders.
- (ix) Late payment of outstanding invoices.
- (x) Rejection of any Payment Method by your credit card provider or bank.
- (xi) Breach of any terms outlined in these Terms of Service, the Website's Terms of Use, the Privacy Policy, or the Insurance Terms, which, if capable of cure, remains uncured for ten (10) days after written notice from Just Consider Transportation.
- (xii) Insolvency or inability to pay debts as they become due.
- (xiii) Initiation of bankruptcy proceedings or similar actions.
- (xiv) General assignment for the benefit of creditors.
- (xv) Appointment of a receiver, trustee, or similar agent by court order.

(xvi) Harassment or abuse of Just Consider Transportation's representatives, employees, contractors, or other customers.

(xvii) Discrimination against Just Consider Transportation's representatives, employees, contractors, or other customers on protected grounds under the Human Rights Code.

(xviii) Any other grounds deemed by Just Consider Transportation, in its sole discretion, as warranting suspension or termination of an account.

Suspension or termination of your account does not relieve you of your obligation to pay any fees owed to Just Consider Transportation before such action, nor does it entitle you to a refund.

During suspension, Just Consider Transportation may retain your personal and billing information until all outstanding payments are settled. Pending orders will remain on hold until the outstanding balance is cleared.

In no circumstance, including but not limited to fundamental breaches of contract, breaches of fundamental terms of a contract, and negligence or gross negligence of the carrier, whether arising from mis-delivery, failure to deliver, or delay in delivery, shall the carrier be liable. This liability disclaimer applies whether the claim is made by the contracting party or parties directly engaging with the carrier, or by any third party, and whether the claim is based on contract or tort law. The carrier shall not be liable for indirect or consequential damages, including but not limited to loss of sales, loss of use, loss of goodwill, buyer's liability to customers, or loss of earnings or profit.

The right to claim damages against the carrier shall expire if legal action is not initiated within two years from the date of the goods' arrival at the destination or, in the case of non-delivery, from the shipment date. Should compulsory legislation apply, this clause will be adjusted accordingly.

These Conditions are subject to the laws of the originating province in Canada, where applicable compulsorily. In all other instances, including shipments from the U.S.A., by accepting services under these Conditions, the Customer unequivocally agrees to be bound by the exclusive laws of Ontario. The parties enter into this agreement in accordance with 49 U.S.C. §14101(b)(1) and expressly waive, to the extent permitted by law, all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B, which conflict with this Agreement.

Any disputes, disagreements, or differences between the parties concerning their business relationship, including any disputes regarding the validity, enforceability, or applicability of this arbitration agreement, shall be settled through final and binding arbitration. The arbitration shall take place in Toronto, Ontario, in the English language, and be subject to Ontario arbitration legislation. If the parties fail to agree on an arbitrator, the arbitrator shall be appointed by an Appointing Authority, which shall be the ADR Institute of Canada.



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JCT - LTL/TL MAIN ACCESSORIAL CHARGE SUMMARY

Accessorial Name - Price (CDN) - Short Description

Appointment Delivery - \$40.00 - Any shipment where the Carrier is required to make delivery at a specified time and/or date other than on its normal delivery schedule, including any shipment where the Carrier is required to contact the consignee prior to delivery, shall be considered an appointment.

Attempted Pickup (Freight not available) 0-9,999 lbs,

Dangerous Goods - \$50.00 - Per LTL Shipment (<10,000 lbs),

Driver Detention General Freight - \$140.00 - Per hour after free time allowance

Fuel Surcharge LTL (0-9,999 lbs) - Rates and charges are subject to the applicable fuel surcharge in effect at the time and place of shipping.

Fuel Surcharge TL (10,000 lbs & up or >= 10 ft) - JCT Published Fuel Surcharge

Heated Service - 30% on Freight charge only, Minimum charge \$1100.00

Inside Pickup/ Delivery - \$60.00 - driver has to walk more than 60 feet to accompany the pickup the pickup or delivery

Long Freight Handling - \$100.00 - shipments containing one or more articles that equal or exceed 10 feet in length will be subject to a charge of \$100.00 in addition to all other applicable charges.

Residential Pickup/ Delivery - \$90.00 - this charge is applied when we pick up or deliver at a property that is a Private Residence whether the property operates as a business or not. This includes schools and churches in residential areas.

Tailgate or Lift Gate Pickup/ Delivery - \$70.00

Trade Shows - \$300.00

Valuation - 3% - Liability for damage and loss will be the lesser of the depreciated actual value, \$2.00 CDN per pound on the actual weight of the shipment or the declared value noted on the Bill of Lading with a maximum of \$5,000 CDN per shipment. Declared value in excess of \$2.00 CDN per pound is subject to a valuation charge of 3%. Any shipment exceeding \$5,000 will need written authorization from JCT Management.

Valuation charge = (declared value – (2 x actual weight)) x .03

Free Time - Billed weight - Minutes:

(a) 1 to 499 lbs - 15 minutes

(b) 500 to 1,999 lbs - 30 minutes

(c) 2,000 to 4,999 lbs - 45 minutes

(d) 5,000 to 9,999 lbs - 60 minutes

Standard Terms and Conditions

The above Summary of charges are as per the effective date and are subject to change without notice.

JCT is not responsible for return of pallets. If required, will be charged based on Tariff rate.

Minimum packaging requirements as per NMFC 100 Series. Inadequate packaging will be shipped at "Owner's Risk".

Claims against rates and/or services will not be accepted after 7 days from receipt of goods.
Claims not accepted under \$100.00

Freight received on two or more Bills of Lading shall not be combined and shall be rated as separate shipments and at not less than the established charge for each shipment.

Shipments are subject to reweighing using weight and measure Canada approved scales.

For shipments subject to reweighing, the product, container, packaging, pallet and any other item attached to or part of the shipment will be included in the reweighed weight.

Where Freight all Kinds (FAK) rates are applicable, bulky articles will be subject to a minimum weight of 10 lbs per cubic foot at the applicable FAK rate

Shipments with "DO NOT STACK CONES" or similar instruction materials, the minimum height used shall be 96 inches.

LTL Domestic, subject to minimum density rate application of (density shown above) lbs per cubic foot, 10 feet of trailer or more subject to 1000 lbs per linear foot

Pallet rates are per Pallet/Skid and are based on a pallet footprint of 40"x 48" x 96" (including the height of the pallet) and a maximum weight of 1,500 lbs

Marine Surcharge to be applied when applicable.

All rates are subject to applicable surcharges.

Just Consider Transportation Inc. will not be liable for any penalty charges incurred resulting from missed appointments or late charges.

Payment terms: Freight charges are due 30 days from date of shipment subject to interest charges on overdue accounts at 2% per month (24% per annum). Payments are to be made by cheque or direct deposit (EFT-Electronic Funds Transfer). Outstanding loss or damage claims are not to be offset from freight charges.

Rates are specific to service level if not indicated default is REG-DR or DRY

Rates are subject to all applicable taxes.

Termination Clause : Either party has the right to Terminate Rates and/or Service agreement with 30 days written notice.

Rates and charges are subject to the applicable fuel surcharge in effect at the time and place of shipping.

Rates are quoted in Canadian Funds