



REFRIGERATED AND FROZEN DISTRIBUTION RATE SERVICE AGREEMENT

Effective: January 1st, 2024

Value Added Services:

- **Product C.O.D. charge** : Min \$34.80 or 1% of the C.O.D. value
- **Proof of Delivery** (POD) : \$8.93 each
- **Re-palletization** : Min \$32.06 or \$1.52 per cwt
- **Storage in transit** : > 48 hrs ; Daily - Min \$34.12 per day or \$1.37 per cwt per day
- **Waiting Time** : \$108.85 per hour, billed in 15 minute increments: Less than 5,000 lbs – 15 minutes free, Between 5,000-9,999 lbs – 30 minutes free, Between 10,000 – 19,999 lbs - 60 minutes free, Over 20,000 lbs + - 120 minutes free
- Shipments part of an aggregated consolidation load will be assessed a pro-rated time based on billed weight.
- **Re-Delivery, Re-consignment/Diversion**: City Delivery rates and Cross Dock charges apply for redelivery.
- **Mixed Temperature Shipment Fee**: \$27.83 per shipment. Applied when a shipment has more than one temperature requirement.
- **Cross Dock** : Min \$29.66 or \$2.29 per cwt
- **Special Pickup/Delivery** (Residential, trade shows, shopping malls, non-dock facilities, etc.) : Min \$53.68 or \$5.37 per cwt
- A premium surcharge of \$0.97 per cwt may be assessed when either picking up or delivering freight to locations that require additional services such as grocery distribution centers, food service distribution centers and grocery stores. A complete listing can be obtained from VersaCold if required.
- **Supplemental Delivery Charges for Certain Grocery & Food Warehouses** (Walmart Cornwall, ON, etc.): \$512.79
- **Appointment/Notification**: Applies when a specific date/time of delivery or notification prior to delivery is requested: \$22.87
- **After hours delivery charge**. Freight with appointment times later than 9:00 pm and prior to 5:00 am will be assessed an additional \$304.20.
- **Weekend delivery charge**. Freight with appointment times later than Friday @ 9:00 pm and prior to Monday @ 5:00 am (or on statutory holidays) will be assessed a flat additional \$456.32
- **Trailer Detention**: Apply when the trailer is detained by consignor or consignee beyond agreed loading or unloading schedule. \$264.53/day
- **Non-Credit Account Processing Service Charge**: \$14.64 (Applied to each transaction when the debtor does not have an established credit account with VersaCold).
- The above rates and charges are subject to modifications any time upon prior written notice.

Terms & Conditions:

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

**Lineage Logistics – 5600-76th Avenue SE, Calgary, AB T2C 4N4
Toll Free 1-833-378-2653**