

LIMITATIONS OF LIABILITIES AND CONDITIONS OF CARRIAGE



IMPORTANT – BOYCHUK VENTURES INC. WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING

- 1) Expenses as a result of missed arrival/departure times. Any pickup or delivery time cannot be guaranteed.
- 2) Damage to any antennas, which increase the overall vehicle body height.
- 3) Loss or damage to any items left in the vehicle.
- 4) Any damage resulting from fluctuations in temperature.
- 5) Damages as a result of fluid leaks such as antifreeze, brake fluid, transmission fluid and battery acid.
- 6) Damage to any parts, which are deemed to be installed in a faulty manner.
- 7) Any damages to vehicle parts or mechanical operations that fail during the transport of the vehicle while Boychuk Ventures Inc. care.
- 8) The carrier shall not be liable for loss, damage or delay to any goods described in the contract of the carriage caused by an act of God, the Queen’s or public enemies, riots, strikes, a defect or inherent vice in carriage.
- 9) Boychuk Ventures Inc. is not bound to carry good by any particular truck or in time for any particular market or otherwise than due dispatch.
- 10) If any freight charges are not paid, the carrier may place a lien on the motor vehicle(s).
- 11) Any vehicle that becomes in-operable at pickup or while in route will be charged an additional **\$250.00** as Non-Runner Fee.

INITIAL _____

SPECIFIED CONDITIONS: NOTICE OF CLAIM

Claims must be made within 3 days after the delivery to consignee.

The final statement of the claim must be filed within nine months after the date of shipment, together with a copy of the paid freight bill.

\$500 deductible will apply to all damage claims under Boychuk Ventures Inc. liability.

The liability of **Boychuk Ventures Inc.** and its agents ceases when goods are delivered after the business hours of consignee at consigned destination, whether the bill of lading is signed or not.

Boychuk Ventures Inc. shall not be liable for more than the actual cash market replacement value of the vehicle at the time any loss or damage occurs and shall not exceed the amount that it costs to repair or replace the vehicle, or any part thereof, with material of like kind and quality. This liability is subject to the limits set out under Boychuk Ventures Inc. Liability.

Boychuk Ventures Inc. is not liable for loss, damage or delay to any goods carried under the contract of carriage unless notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to originating carrier or the delivering carrier within 3 days after delivery of the goods or, in the case of failure to make delivery, within two months after the date of shipment.

INITIAL _____

LIMITATIONS OF LIABILITIES AND CONDITIONS OF CARRIAGE

CARRIER'S LIABILITY

Boychuk Ventures Inc.'s maximum liability for actual cash market replacement value up to \$300,000.00 CDN per vehicle, with a maximum load liability of \$2,000,000.00 CDN. Any value above and beyond these limits must be declared in advance and will be charged an additional \$0.50 per \$100.00 value.

INITIAL _____

WAIT TIMES AND CANCELLATION POLICY

All customs paperwork charges including bods and after-hours charges are the responsibility of the customer. One (1) hour maximum allotted time for border clearances. Extra charges shall be assessed for services rendered beyond above specified Terms & Conditions at a rate of **\$150.00** per hour.

Boychuk Ventures Inc. must receive a cancellation notice at least TWO (2) business days prior to the scheduled load date or a 15% charge may be applied to the party who is paying for the transportation/credit card holder.

INITIAL _____