

DAY & ROSS INC

TARIFF DR1997

EFFECTIVE: January 11, 2016

CANCELS TARIFF DR1992B

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DAY & ROSS INC.

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.**

ISSUED BY:

DAY & ROSS INC.

AND

DAY & ROSS (NFLD) LTD

EFFECTIVE: January 11, 2016

DAY & ROSS INC.

RATING PROCEDURE

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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DAY & ROSS INC.

CHARLOTTEOTWN, PE

**Brackley
Bunbury
Cornwall
Cross Roads
East Royalty
Hillsborough Park
Hillsborough River**

**Keppoch
Kinloch
Lobster Point
Marshfield
Milton
North River
Parkdale**

**Rosebank
Sherwood
Southport
Tea Hill
West Royalty
Winsloe
York Point**

HALIFAX, NS

**Beaverbank
Bedford
Burnside
Colby Village
Cole Harbour
Cow Bay
Dartmouth
Eastern Passage
Fairview
Fall River**

**Halifax Int'l Airport
Hammond Plains
Imperoyal
Kinsac
Lake Echo
Lakeside
Lower Sackville
Middle Sackville
Mineville
Montague Gold Mines**

**Preston
Purcells Cove
Richmond
Shearwater
Tufts Cove
Upper Sackville
Waverly
Westphal
Windsor Junction
Woodside**

KENTVILLE, NS

**Aldershot
Avonport
Baxter Harbour
Big Town
Billtown
Blomidon
Buckley's Corner
Cambridge
Cambridge Station
Canada Creek
Canard
Canning
Centreville
Chipman Brook
Coldbrook
Gaspereaux**

**Glenmont
Grafton
Grand Pre
Greenfield
Greenwich
Halls Harbour
Hantsport
Horton Landing
Kingsport
Kinsman Corner
Lakeville
Melanson
Mount Denson
New Minas
Pereau**

**Port Williams
Ross Corner
Scots Bay
Sheffield Mills
Smiths Corner
South Alton
Ste. Croix
Three Mile Plains
Vernon Mines
Waterville (Hants)
Waterville (Kings)
Wentworth Creek
White Rock
Windsor
Wolfville**

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DAY & ROSS INC.

NEW GLASGOW, NS

Abercrombie
Alma
Avondale
Bailey Brook
Barney's River
Barney's River Station
Bayview
Blue Mountain
Bridgeville
Brookville
Burnside
Caribou
Caribou River
Central West River
Chance Harbour
Coalburn
Dummaglass
Durham
East River St. Marys
Eden Lake

Egerton
Eureka
Ferrona
French River
Garden of Eden
Glencoe
Glengarry
Gordon Summit
Granton
Greens Brook
Greenhill
Hopewell
Knoydart
Lansdowne
Lismore
Loch Broom
Lorne
Lyons Brook
McArras Brook
Merigomish

Moose River
Mount Thom
Newtown
Pictou
Pictou Landing
Piedmont
Riverton
Rossfield
Salt Springs
Springville
St. Paul
Stellarton
Sunnybrae
Sutherland River
Sylvester
Thorburn
Trafalgar
Trenton
West River Station
Westville

SYDNEY, NS

Alder Point
Ashby
Barrachois Harbour
Big Bras d'Or
Blacketts Lake
Bras d'Or
Brideport
Cox Heath
Dominion
Dutch Brook
Edwardsville
Florence
Frenchvale
Georges River
Glace Bay
Glen Currie

Howie Centre
Leitches Creek
Lingan
Little Bras d'Or
New Aberdeen
New Campbellton
New Victoria
New Waterford
North Gut St. Anns
North Sydney
Plateau
Point Aconi
Point Edward
Port Caledonia
Prime Brook
Reserve Mines

River Bennet
River Ryan
Ross Ferry
Scotchtown
South Bar
Silver Mine
South Haven
Stirling
Sydney Forks
Sydney Mines
Sydney River
Terra Nova
Wadden Cove
Westmount
Whitney Pier

CLARENVILLE, NF

Adeyton
Aspey Brook
Butter Cove
Deep Bright
Elliott's Cove
Hatchet Cove

Hillview
Lady Cove
Long Beach
Milton
Monroe
Petley

Queens Cove
Shoal Harbour
Somerset
Southport
St. Jones Within
Weybridge

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DAY & ROSS INC.

CORNER BROOK, NF

**Benoits Cove
Cormack
Cox's Cove
Curling
Deer Lake
Gillams
Halfway Point**

**Humbermouth
Irishtown
Lark Harbour
Little Rapids
Lomond
McIvers
Meadows**

**Mount Moriah
Pasadena
Petries
Reidville
Steady Brook
Summerside
York Harbour**

GRAND FALLS, NF

**Badger
Bishop's Falls
Botwood
Brown's Arm**

**Fortune Harbour
Lawrencetown
Lewisporte
Norris Arm
Northern Arm**

**Peterview
Phillips Head
Rattling Brook
Stanhope
Windsor**

MARYSTOWN, NF

**Baine Harbour
Bay L'argent
Bayview
Boat Harbour
Brookside
English Harbour East
Garden Cove
Grand Le Pierre**

**Harbour Mills
Jacques Fonatine
Lewin's Cove
Little Bay
Little Bay East
Mooring Cove
North Harbour**

**Parkers Cove
Petit Forte
Rock Harbour
Rushroon
St. Bernards
Swift Current
Terrenceville**

PORT AUX BASQUES, NF

**Burnt Islands
Cap Angville
Cape Ray
Channel
Codroy
Doyles**

**Grand Bay
Harbour le Cou
Isle aux Morts
Margaree
Millville
O'Regan's**

**Petites
Rose Blanche
Searston
South Branch
St. Andrews
Tompkins**

ST. JOHN'S, NF

**Bauline
Cape Spear
Chamberlains
Donovans
Flat Rock
Foxtrap
Georges Brook
Goulds
Greelytown**

**Logy Bay
Long Pond
Maddox Cove
Manuels
Middle Cove
Mount Pearl
Outer Cove
Paradise**

**Petty Harbour
Portugal Cove
Quidi Vidi
Shea Heights
St. Phillips
St. Thomas
Topsail
Torbay**

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DAY & ROSS INC.

HARTLAND, NB

Argyle
Bath
Beechwood
Belleville
Bloomfield
Bristol
Centreville
Cloverdale
Coldstream

Florenceville
Glassville
Grafton
Greenfield
Holmesville
Juniper Station
Knowlesville
Knoxford
Lindsay

Newburg
Peel
Richmond Corner
Somerville
Stickney
Upper Kent
Victoria Croner
Windsor
Woodstock

MONCTON, NB

Berry Mills
Birch Ridge
Boundary Creek
Calhoun
Cap Bimet
Chatersville
Cherryfield
Colpitts
Coverdale
Curryville
Dieppe
Dover
Edletts Landing

Fox Creek
Gunningsville
Harrisville
Humphrey
Irishtown
Jailletville
Lakeburn
Lakeville
Legerville
Lewisville
Little Aldouane
Little Cap

Lutes Mountain
Magnetic Hill
Parkton
Petit Cap
Pres d'en Haut
Riverview
Scoudouc
Shepody Road
St. Anselme
Stoney Creek
Surrey
Turtle Creek

SAINT JOHN, NB

Acamac
Ashpoint
Bartlett Mills
Bay Shore
Bayside
Bay View
Bayswater
Ben Lomond
Beulah
Black Beach
Black River
Blair Siding
Brookville
Browns Flats
Clarendon
Clover Hill
Coldbrook
Coleson Cove
Crystal Beach
East Riverside
Fairfield
Fairvale
French Village
Gardner Creek

Glen Falls
Glenwood
Golden Grove
Grand Bay
Greenwich Hill
Hammond River
Hampton
Hanford Brook
Ingalls Head
Ketepec
Kingham
Kingston
Lakeside
Lancaster
Little River
Loch Lomond
Long Point
Long Reach
Lorneville
Martinon
McDonald Point
Millidgeville
Millstream
Mispel

Morna
Morrisdale
Moss Glen
Nauwigewauk
Nerepis
Perry Point
Poodiac
Quaco
Quispamsis
Renforth
Red Head
Rothesay
Salt Springs
St. Martins
Titusville
Torryburn
Upham
West Quaco
West Saint John
Westfield
Willow Grove
Woodwards Cove
Woodwards Cove

DAY & ROSS INC.

MONTREAL, PQ

Anjou	Greenfield Park	Rosemount
Ahuntsic	Hampstead	Roxboro
Aresville	Ile Bizard	Senneville
Atwater Station	Ile des Soeurs	St. Constant
Auteuil	Ile Perrot	St. Henri
Baie d'urfe	Kirkland	St. Hubert
Beaconsfield	La Prairie	St. Lambert
Beaurepaire	Lachine	St. Laurent
Bordeaux	Lasalle	St. Leonard
Boucherville	Laval	St. Pierre
Brossard	Laval des Rapides	Ste. Anne de Bellevue
Candiac	Le Gardeur	Ste. Catherine
Cap St. Jacques	Lemoyne	Ste. Rose
Cap St. Martin	Longueuil	Terrasse Vaudreuil
Cartierville	Mont Royal	Vaudreuil
Chateauguay	Montreal North (nord)	Vaudreuil sur le Lac
Chomedey	Montreal East (est)	Verdun
Cite Jacques Cartier	Montreal West (ouest)	Ville d'Anjou
Cote des Perron	Nun's Island	Ville d'Auteuil
Cote St. Luc	Outremont	Ville de l'Ile Perrot
Cote Ste. Catherine	Pierrefonds	Ville de Laval
Crawford Park	Pincourt	Ville de le Gardeur
Dollard des Ormeaux	Pointe Claire	Ville de Ste. Catherine
Dorion	Pointe des Cascades	Ville Emard
Dorval	Pointe St. Charles	Ville La Salle
Duvernay	Pont Viau	Ville St. Michel
Fabreville	Repentigny	Ville St. Pierre
Forgetville	Riviere des Prairies	Vimont
		Westmount

QUEBEC CITY, PQ

Ancienne Lorette	Lauzon	St. Henri Village
Beauport	Les Saules	St. Jean Chrysostome
Belair	Levis	St. Joseph de Levis
Bernieres	Limoilou	St. Lambert (Levis)
Bienville	Loretteville	St. Louis de Pintendre
Breakeyville	Montmorency	St. Nicholas
Cap Rouge	Neufchatel	St. Redempteur de Levis
Charlesbourg	Orsainville	St. Romuald
Charlesbourg Ouest	Pointe Levis	Ste. Foy
Charny	Shannon	Val Belair
Courcellette	Sillery	Vanier
Courville	St. Augustin de Desmaures	Village des Hurons
D'Artagnan	St. David de L'Auberiviere	Ville Duberger
Duburger	St. Etienne de Lauzon	Ville Guay
Giffard	St. Gabriel de Valcartier	Villeneuve
Lac Delage	St. Henri Levis	

DAY & ROSS INC.

CAMBRIDGE, ONT

**Blair
Bloomingdale
Branchton
Breslau
Bridgeport
Conestoga**

**Doon
Freeport
Galt
Heidelberg
Hespeler
Kitchener**

**Maryhill
Preston
Sheffield
Waterloo
West Montrose**

LONDON, ONT

**Arva
Ballymote
Dorchester
Lambeth**

**Lobo
Mossley
Nilestown**

**Putnam
Scottsville
St. Thomas**

OTTAWA, ONT

**Aylmer
Bells Corners
Billings Bridge
Blackburn Hamlet
Britannia Heights
Carlington
Uplands**

**Gatineau Mills
Gatineau Point
Gloucester
Hull
Kanata
City View
Westboro**

**Nepean
Orleans
Pointe Gatineau
Rockcliffe Park
Vanier
Manor Park
Gatineau**

OWEN SOUND, ONT

**BalACLava
Balmy Beach
Clarksburg
Collingwood
Craigleith**

**East Linton
Kilsyth
Leith
Meaford**

**Nottawa
Rockford
Springmount
Thornbury**

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DAY & ROSS INC.

TORONTO, ONT

**Agincourt
Birchcliffe
Box Grove
Bramalea
Brampton
Britannia
Browns Corner
Clarkson
Concord
Cooksville
Don Mills
Downsview
East York**

**Elgin Mills
Erin Mills
Erindale
Etobicoke
Islington
Leaside
Long Beach
Lorne Park
Malton
Markham
Meadowvale
Milliken
Mimico**

**Mississauga
North York
Port Credit
Rexdale
Richmond Hill
Scarborough
Streetsville
Thornhill
Unionville
West Hill
Weston
Willowdale
Woodbridge**

WINDSOR, ONT

**Belle River
Emeryville
Elmstead**

**La Salle
Maidstone
Oldcastle**

**Puce
St. Clair Beach
Tecumseh**

WOODSTOCK, ONT

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DAY & ROSS INC.

CALGARY, AB

**Airdrie
Bowness**

**Forest Lawn
Montgomery**

Ogden

EDMONTON, AB

**Acheson
St. Albert
Villeneuve
Winterburn**

**Sherwood Park
Clover Bar
Dunvegan Yards**

**Lancaster Park
Leduc
Nisku**

KELOWNA, BC

Rutland

Winfield

Westbank

VANCOUVER, BC

**Annacis
Burnaby
Burquitlam
Cloverdale
Coquitlam
Essondale
Ioco**

**Langley
New Westminster
North Delta
North Vancouver
Port Coquitlam
Port Kells
Port Moody**

**Queensboro
Richmond
Steveston
Surrey
West Vancouver
Whalley**

VICTORIA, BC

**Central Saanichton
Colwood
Esquimalt
Gordon Head**

**James Bay
Langford
Oak Bay
Saanich**

**Saanichton
Sidney
View Royal**

WINNIPEG, MB

**Brooklands
Charleswood
East Kildonan
East St. Paul
Elmwood
Fort Garry
Fort Rouge
Fort Whyte**

**St. James
Inkster
Kirkfield Park
North Kildonan
Old Kildonan
St. Boniface
St. Charles
St. Germaine**

**St. Norbert
St. Vital
Transcona
West Kildonan
West St. Paul
Weston**

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DAY & ROSS INC.

SECTION 1

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SECTION 1

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SECTION 1

RULES AND REGULATIONS			
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DAY & ROSS INC.

SECTION 1

RULES & REGULATIONS

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).

APPLICATION OF RATES

10

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:	<u>POINT</u>	<u>BASING POINT</u>
	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; Nunavit & Yukon Territories & Labrador points are subject to change during winter & spring break up, due to ice roads being impassible 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.

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DAY & ROSS INC.

SECTION 1

RULES AND REGULATIONS	RULE NO.
<p>BILL OF LADING (SHIPPING CONTRACT)</p> <p>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.</p> <p>a) The freight charges on a Bill of Lading marked "PREPAID" must be paid by the Shipper.</p> <p>b) The freight charges on a Bill of Lading marked "COLLECT" must be paid by the Consignee.</p> <p>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.</p> <p>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.</p> <p>e) Carriers are not obligated to accept corrected Bills of Lading or letters authorizing a change pertaining to payment of freight charges.</p> <p>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.</p>	15
<p>BLOCKING - STACKING - STRAPPING</p> <p>ITEM 1:</p> <p>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 it's expense.</p> <p>ITEM 2:</p> <p>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.</p> <p>ITEM 3:</p> <p>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.</p> <p>EFFECTIVE: January 11, 2016</p>	20

**DAY & ROSS INC.
SECTION 1**

RULES AND REGULATIONS	RULE NO.
<p>BULKY SHIPMENTS (DENSITY REQUIREMENTS)</p> <p>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:</p> <ul style="list-style-type: none"> a) The dimensional weight for shipments moving to, from or within Atlantic Canada (ie. 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. <p>Example: $72 \times 36 \times 40 = 103680$ divided by 1728 = 60 cubic feet</p> <p>Cubic volume of a shipment is the sum of the cubic measurements of the pieces comprising the shipment. (See Rule 26)</p> <p>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:</p> <ul style="list-style-type: none"> a) Application of dimensional weight of 10 lbs. or 15 lbs. per cubic foot, which ever 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 it's 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) <p>NOTE: Subject to a minimum density requirement of 10 lbs. or 15 lbs. per cubic foot, whichever is applicable.</p> <p>EXCEPTION: If shipment occupies 10 or more feet of floor space in Carrier's equipment, Paragraph "b" will apply.</p>	25
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**DAY & ROSS INC.
SECTION 1**

RULES AND REGULATIONS	RULE NO.																																			
<p>CUBE POLICY</p> <p>ITEM 1:</p> <p>Standard Freight</p> <ul style="list-style-type: none"> • 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 <p>ITEM 2:</p> <p>Non-Standard Freight</p> <ul style="list-style-type: none"> • 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 <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="text-align: center;">Length</th> <th style="text-align: center;">Weight</th> <th style="text-align: center;">Width</th> <th style="text-align: center;">Height</th> <th style="text-align: center;">Result</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">RULE 1 - OVER 96"</td> <td style="text-align: center;">120 LBS AND GREATER</td> <td style="text-align: center;">UP TO AND INCLUDING 12"</td> <td style="text-align: center;">48" or Less</td> <td style="text-align: center;">ACTUAL DIMS - LxWxH</td> </tr> <tr> <td style="text-align: center;">RULE 2 - OVER 96"</td> <td style="text-align: center;">120 LBS AND GREATER</td> <td style="text-align: center;">UP TO AND INCLUDING 12"</td> <td style="text-align: center;">OVER 48"</td> <td style="text-align: center;">ACTUAL LENGTH x ACTUAL WIDTH X 96"</td> </tr> <tr> <td style="text-align: center;">RULE 3 - OVER 96"</td> <td style="text-align: center;">120 LBS AND GREATER</td> <td style="text-align: center;">13" TO 50"</td> <td style="text-align: center;">48" OR LESS</td> <td style="text-align: center;">ACTUAL LENGTH x 48W x 48H (IF WIDTH 49" OR 50" USE AS ACTUAL WIDTH)</td> </tr> <tr> <td style="text-align: center;">RULE 4 - OVER 96"</td> <td style="text-align: center;">120 LBS AND GREATER</td> <td style="text-align: center;">13" TO 50"</td> <td style="text-align: center;">OVER 48"</td> <td style="text-align: center;">ACTUAL LENGTH X 48W X 96H (IF WIDTH 49" OR 50" USE AS ACTUAL WIDTH)</td> </tr> <tr> <td style="text-align: center;">RULE 5 - OVER 96"</td> <td style="text-align: center;">120 LBS AND GREATER</td> <td style="text-align: center;">GREATER THAN 50"</td> <td style="text-align: center;">48" OR LESS</td> <td style="text-align: center;">ACTUAL LENGTH X 96W X 48H</td> </tr> <tr> <td style="text-align: center;">RULE 6 - OVER 96"</td> <td style="text-align: center;">120 LBS AND GREATER</td> <td style="text-align: center;">GREATER THAN 50"</td> <td style="text-align: center;">OVER 48"</td> <td style="text-align: center;">ACTUAL LENGTH X 96W X 96H (LINEAR FOOT RULE)</td> </tr> </tbody> </table>	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)	<p>26</p>
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EFFECTIVE: January 11, 2016																																				

DAY & ROSS INC.

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RULES AND REGULATIONS		RULE NO.
CHAIN OF SIGNATURE		28
<p>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.</p>		
COLLECT ON DELIVERY (C.O.D.) SHIPMENTS		30
<p>Collect on Delivery Charges will be based on not less than the following, in addition to the regular transportation charges:</p>		
WHEN "C.O.D." AMOUNT SHOWN ON BILL OF LADING IS		COLLECTION AND REMITTANCE TOLL WILL BE
UP TO	- \$150.00	\$18.50
\$150.01	- \$200.00	\$20.50
\$200.01	- \$250.00	\$22.00
\$250.01	- \$300.00	\$24.00
\$300.01	- \$350.00	\$26.00
\$350.01	- \$400.00	\$28.00
\$400.01	- \$450.00	\$30.00
\$450.01	- \$500.00	\$32.00
\$500.01	- \$550.00	\$34.00
\$550.01	- \$600.00	\$36.50
\$600.01	- \$650.00	\$38.50
\$650.01	- \$700.00	\$41.00
\$700.01	- \$750.00	\$43.00
\$750.01	- \$800.00	\$45.00
\$800.01	- \$850.00	\$47.00
\$850.01	- \$900.00	\$48.50
\$900.01	- \$950.00	\$50.00
\$950.01	- \$1,000.00	\$60.00
<p>On transfer shipments, the C.O.D. Fee will be for the account of the Carrier performing the delivery.</p>		
<p>NOTE: Charges for amounts shown on the Bill of Lading exceeding \$1,000.00 will be computed on the basis of \$6.00 per \$100.00 or fraction thereof.</p>		
<p>When cancellations of a C.O.D. are requested and authorized, the parties authorizing the cancellations will be billed the C.O.D. charges assessed on the shipment in question.</p>		
EFFECTIVE: January 11, 2016		

**DAY & ROSS INC.
SECTION 1**

RULES AND REGULATIONS	RULE NO.
<p>CONDITION OF SHIPMENTS</p> <p>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.</p> <p style="text-align: center;">“SHORT SHIPPED”</p> <p>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.</p>	35
<p>COST RECOVERY FERRY SURCHARGE</p> <p>Shipments between Newfoundland, and NS, NB,PE,PQ,ON,MB,SK,AB,BC,YT,NT,NU,USA will be subject to a surcharge of \$20.08 with shipment or volume weights from 1 LBS to 7499 LBS; \$101.91 for shipment or volume weights of 7500 LBS to 39,999 LBS.</p> <p>Shipments FROM Newfoundland to NS,NB,PE,PQ,ON,MB,SK,AB,BC,YT,NT,NU,USA will be subject to a surcharge of \$170.36 for shipments or volume weights of 40,000 LBS & Greater.</p> <p>Shipments TO Newfoundland from NS,NB,PE,PQ,ON,MB,SK,AB,BC,YT,NT,NU,USA will be subject to a surcharge of \$338.72 for shipments or volume weights of 40,000 LBS & Greater.</p> <p>This surcharge is not applicable for origins or destinations in Labrador that move via road transferred over our Quebec City terminal.</p>	37
<p>DANGEROUS GOODS</p> <p>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:</p> <p>When placards are required by the Transportation of Dangerous Goods Act:</p> <p>Each shipment weighing, or billed as weighing up to 9,999 lbs. - \$35.00</p> <p>Each shipment weighing, or billed as weighing 10,000 lbs. and over - \$45.00 per vehicle used.</p> <p>When placards are not required by the Transportation of Dangerous Goods Act:</p> <p>Each shipment weighing up to 9999 lbs. - \$35.00</p> <p>Each shipment weighing 10,000 lbs. and over - \$45.00</p> <p>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).</p> <p>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.</p>	40
<p>EFFECTIVE: January 11, 2016</p>	

**DAY & ROSS INC.
SECTION 1**

RULES AND REGULATIONS	RULE NO.
<p>DESCRIPTIONS</p> <p>ITEM 1: DEFINITION OF “KNOCKED DOWN” (KD)</p> <p>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 it’s 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.</p> <p>ITEM 2: DEFINITION OF “NESTED ARTICLES”</p> <p>(a) Nested</p> <p>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.</p> <p>(b) Nested Solid</p> <p>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.</p> <p>ITEM 3: DEFINITION OF REGIONS</p> <p>(a) ATLANTIC</p> <p style="padding-left: 40px;">Includes the provinces of New Brunswick, Newfoundland, Nova Scotia and Prince Edward Island.</p> <p>(b) MARITIMES</p> <p style="padding-left: 40px;">Includes the provinces of New Brunswick, Nova Scotia and Prince Edward Island.</p> <p>(c) WESTERN CANADA</p> <p style="padding-left: 40px;">Includes the provinces of Alberta, British Columbia, Manitoba and Saskatchewan.</p> <p>ITEM 4: DEFINITION OF A SHIPMENT</p> <p>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.</p> <p>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.</p>	<p>45</p>
EFFECTIVE: January 11, 2016	

DAY & ROSS INC.

SECTION 1

RULES AND REGULATIONS	RULE NO.								
<p>DETENTION WITHOUT POWER</p>	50								
<p>SPOTTING VEHICLES WITHOUT POWER UNITS</p> <p>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:</p> <p>ITEM 1: FREE TIME</p> <p>(a) Vehicles without power units will be allowed 24 hours free time for loading or unloading for each vehicle constructively placed.</p> <p>(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.</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>ITEM 2: CHARGES</p> <p>After expiration of free time provided in "Free Time" above, demurrage charges will be assessed as follows:</p> <p>For the first two 24 hour periods or fraction thereof:</p> <table border="0" data-bbox="162 1260 1055 1512"> <tr> <td>Conventional Equipment</td> <td>\$95.00 per vehicle, per 24 hour period (not including Sundays and Holidays)</td> </tr> <tr> <td>Pole or Trombone Equipment</td> <td>\$100.60 per vehicle, per 24 hour period (not including Saturdays, Sundays and Holidays)</td> </tr> <tr> <td>Protective Service Equipment</td> <td>\$125.00 per vehicle, per 24 hour period (including Saturdays, Sundays and Holidays)</td> </tr> </table> <p>For the third and each succeeding 24 hour period or fraction thereof:</p> <table border="0" data-bbox="162 1596 1055 1659"> <tr> <td>Conventional Equipment</td> <td>\$125.00 per vehicle, per 24 hour period (not including Sundays and Holidays)</td> </tr> </table>	Conventional Equipment	\$95.00 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	\$125.00 per vehicle, per 24 hour period (including Saturdays, Sundays and Holidays)	Conventional Equipment	\$125.00 per vehicle, per 24 hour period (not including Sundays and Holidays)	
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<p>EFFECTIVE: January 11, 2016</p>									

DAY & ROSS INC.

SECTION 1

RULES AND REGULATIONS	RULE NO.
DETENTION WITHOUT POWER (continued)	50
<p>ITEM 2: CHARGES (continued)</p> <p>Pole or Trombone Equipment \$130.00 per vehicle, per 24 hour period (including Saturdays, Sundays and Holidays)</p> <p>Protective Service Equipment \$155.00 per vehicle, per 24 hour period (including Saturdays, Sundays and Holidays)</p> <p><u>NOTE 1:</u> 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.</p> <p><u>NOTE 2:</u> 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.</p> <p><u>NOTE 3:</u> 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.</p> <p style="text-align: center;"><u>DEFINITIONS</u></p> <p>“Actual Placement” - means the placing of vehicle at the place designated by the consignor or consignee for loading or unloading.</p> <p>“Consignor, Consignee” - as used, will include their agents, brokers, steamship agencies and customs brokers acting on their behalf.</p> <p>“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.</p> <p>“Day” - means a twenty-four (24) hour period.</p> <p>“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.</p> <p>“Notification” - means:</p> <p>(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.</p> <p>(b) Tender of delivery by the Carrier during normal business hours will constitute</p> <p>(c)</p> <p>(d) 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.</p>	
EFFECTIVE: January 11, 2016	

DAY & ROSS INC.

SECTION 1

RULES AND REGULATIONS	RULE NO.
DETENTION WITHOUT POWER (continued)	50
ITEM 2: DEFINITIONS (continued) “NOTIFICATION” (continued) (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.	
EFFECTIVE: January 11, 2016	

DAY & ROSS INC.

SECTION 1

RULES AND REGULATIONS	RULE NO.
<p data-bbox="123 268 472 296">DETENTION WITH POWER</p> <p data-bbox="123 331 553 359">ITEM 1: GENERAL PROVISIONS</p> <p data-bbox="123 394 1365 449">(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.</p> <p data-bbox="123 485 764 512">(b) Free time for each vehicle will be as provided in Item 3.</p> <p data-bbox="123 548 1390 632">(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.</p> <p data-bbox="123 695 581 722">ITEM 2: COMPUTATION OF TIME</p> <p data-bbox="123 758 1382 968">(a) 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.</p> <p data-bbox="123 1003 1344 1058">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.</p> <p data-bbox="123 1094 1390 1241">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.</p> <p data-bbox="123 1276 1390 1451">(b) 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.</p> <p data-bbox="123 1493 483 1520">EFFECTIVE: January 11, 2016</p>	<p data-bbox="1479 268 1511 296">55</p>

DAY & ROSS INC.

SECTION 1

RULES AND REGULATIONS				RULE NO.
DETENTION WITH POWER (continued)				55
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".		<u>GENERAL FREIGHT</u>	<u>PROTECTIVE SERVICE</u>	
1 - 9,999	1 HOUR	PER HOUR	PER HOUR	
10,000 - 19,999	2 HOURS	\$68.19	\$75.00	
20,000 - + OVER	3 HOURS			
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.				
EFFECTIVE: January 11, 2016				

DAY & ROSS INC.

SECTION 1

RULES AND REGULATIONS		RULE NO.	
DETENTION OF LOADED OR PARTIALLY LOADED VEHICLES FOR UNITED STATES OR CANADIAN CUSTOMS CLEARANCE		65	
<p>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 Carriers' 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:</p>			
CHARGES PER DAY OR FRACTION THEREOF PER TRAILER			
	<u>TYPE OF SERVICE REQUIRED</u>		
	<u>NORMAL</u>	<u>HEATED</u>	<u>REFRIGERATED</u>
(i) Normal Working Days	\$90.00	\$128.65	\$163.10
(ii) Saturdays (other than Holidays) Note: No free time will be allowed on shipments requiring Protective Service.	\$90.00	\$172.60	\$205.95
(iii) Sundays & Holidays NOTE: No free time will be allowed on shipments requiring Protective Service.	\$90.00	\$205.95	\$235.65
<p>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.</p>			
<p>NOTE 2: Charges will be assessed against the consignee irrespective of whether linehaul charges are prepaid or collect.</p>			
<p>NOTE 3: In the application of this item, the following days will be considered Holidays.</p>			
Day before New Year's Day	Dominion Day	Thanksgiving Day	
New Year's Day	Civic Holiday	Day before Christmas	
Good Friday	Labour Day	Christmas Day	
Victoria Day	St. Jean-Baptiste Day	Boxing Day	
<p>And, in addition, any day designated as a full Holiday by the Federal or Provincial Government.</p>			
<p>Whenever a Holiday falls on Sunday, it shall be considered as falling on the following Monday.</p>			
<p>NOTE 4: Shipper or owner will be responsible for all charges for and incidental to the fumigation and/or inspection services rendered.</p>			
DUNNAGE (PACKAGING REMOVAL)		66	
<p>Upon delivery of a shipment, when the carrier is asked to remove shipment packaging or dunnage a surcharge of \$20.00 will apply</p>			
<p>EFFECTIVE: January 11, 2016</p>			

DAY & ROSS INC.

SECTION 1

RULES AND REGULATIONS	RULE NO.
EXHIBITIONS, EXPOSITIONS, FAIRS AND TRADE SHOWS	70
<p>When requested by consignor or consignee, and Carriers' operating conditions permit, shipments will be accepted for shipment from or to amusement parks, trade shows, travelling shows, fairs, exhibitions or expositions.</p> <p>Shipments will be subject to an additional charge of \$.88 per 100 lbs., at actual weight, minimum charge of \$157.35 per shipment. (See Note)</p> <p>NOTE: This charge will apply in addition to all other lawful charges and will be assessed against the party paying the transportation charges.</p>	
EXTRA LABOUR, LOADING AND/OR UNLOADING including LUMPER (AKA SWAMPER) FEE	75
<p>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 vent 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.</p>	
FRAGILE SHIPMENTS	80
<p>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.</p>	85
FUMIGATION OR INSPECTION OF SHIPMENTS	
<p>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.</p> <p>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.</p>	
EFFECTIVE: January 11, 2016	

DAY & ROSS INC.

SECTION 1

RULES AND REGULATIONS	RULE NO.
GOVERNMENT REGULATIONS	90
<p>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.</p>	
HOUSEHOLD GOODS AND PERSONAL EFFECTS (OLD OR USED ARTICLES)	95
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
HYDRAULIC LIFTING DEVICES (HYDRAULIC TAILGATES)	100
<p>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 \$1.84 cwt., subject to a minimum charge of \$78.68.</p> <p>NOTE: Within Toronto, on the charge will be based at \$1.84 cwt. Subject to a minimum charge of \$89.17</p>	
IMPRACTICAL OPERATION	105
<p>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.</p>	
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RULES AND REGULATIONS	RULE NO.
<p>INBOND FREIGHT HANDLING CHARGES</p> <p>All freight moving to Canadian Customs will be subject to the following handling charges:</p> <p>MINIMUM CHARGE: \$90.00 PER SHIPMENT \$ 3.20 CWT.</p> <p>MAXIMUM CHARGE: \$150.00 PER SHIPMENT</p> <p>The above charges are in addition to all other lawful charges.</p> <p>Shipments requiring re-manifesting of the bond will be subject to a surcharge of \$40.00 per occurrence.</p>	110
<p>JOB SITE DELIVERIES</p> <p>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.</p>	112
<p>BLIND SHIPMENT</p> <p>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:</p> <ol style="list-style-type: none"> 1. Prior to notification to carrier for pickup of blind shipment, customer must contact carriers 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. <p>NOTE A: Definition of Blind Shipment: When a 3rd 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.</p>	22
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RULES AND REGULATIONS		RULE NO.
WESTERN OIL SANDS SITE DELIVERY		113
<p>Shipments from Fort McMurray to the below Oil Sands Sites are subject to additional delivery charges. Please contact D&R Pricing for rates.</p> <hr/>		
<p>Albian Sand Site (Shell Site) Anzac Lodge Anzac Town Athabaska Lodge Beaver River Executive Lodge (BREL) BP North Camp BP Terre de Grace Caribou Energy Park Cenovus Christina Lake CNRL Horizon (Canadian Natural Resources LTD) CNRL (Richardson Project) ConKlin (Gold Project) Conklin (Town) Conklin Lodge Connarcher Conoco Phillips Completions Conoco Phillips Surmont Drilling Deer Creek Site Fort Hills Site Fort McKay First Nation Fort McKay Industrial Park Grizzly Oil Sands Hammerstone Site Hangingstone site Henday Lodge Husky Sunrise Oil Sands Site</p>	<p>Husky Sunrise Camp (wapasu creek lodge) Jack Pine (Shell Site) Japan Oil Sands Site Josylen Creek Site Kearl Lake KKD - Waddell Lac La Biche Long Lake OPTI Nexen Site Mariana Lodge Mildred Lake Northland Forest Site Pebble Beach Lodge Petro Canada (McKay River) PTI Beaver Lodge Site PTI Lodge Site Ruth Lake Saprea Creek Suncor (Voyageur) Suncor (Fire Bag) Suncor (Fort Hills) Suncor (Tar Island/Main Plant) Suncor McClelland Lake site Syncrude (Aurora Mine) Syncrude (Main Site) Wapasu Creek Lodge (Main) Wapasu Lodge (East) Wapasu Lodge (West)</p>	
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RULES AND REGULATIONS	RULE NO.
LOADING AND UNLOADING BY SHIPPER OR CONSIGNEE	115
<p>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:</p> <p>(1) SHIPPER TO LOAD</p> <p>The vehicle must be loaded by the Shipper.</p> <p>The complete loading service includes the loading of the freight into or on the Carriers’ 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.</p> <p>(2) CONSIGNEE TO UNLOAD</p> <p>The vehicle must be unloaded by consignee.</p>	
<p>The complete unloading service means that the consignee must remove the freight from the position in which it is transported in or on the Carriers’ vehicle.</p>	
<p>(continued)</p>	
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RULES AND REGULATIONS	RULE NO.
LOADING AND UNLOADING BY SHIPPER OR CONSIGNEE (continued) <p>- 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.</p> <p>- 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.</p> <p>- 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.</p> <p>- If for any reason, the consignor or any party tendering any portion of the shipment refuses to perform the loading or I the consignee, or any party receiving any portion of the shipment refuses to perform the unloading, the rate rate will not apply and rates otherwise published will be assessed.</p>	115
MARKING OR TAGGING OF FREIGHT 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 Carriers' terminal, charges will be computed from the time the person leaves the Carriers' 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: Carriers' 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.	120
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RULES AND REGULATIONS	RULE NO.
<p>MECHANICAL LOADING AND UNLOADING</p> <p>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.</p> <p>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.</p> <p>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.</p>	125
<p>MIXED SHIPMENTS</p> <p>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 weight of the shipment.</p>	130
<p>MOVEMENT OF HEAVY LOADS</p> <p>(a) SHIPPERS DECLARED MAXIMUM WEIGHT:</p> <p>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.</p> <p>(b) SPECIAL OVERWIDTH, OVERWEIGHT AND OVERLENGTH CHARGES:</p> <p>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.</p> <p>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.</p>	
<p>EFFECTIVE: January 11, 2016</p>	

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RULES AND REGULATIONS	RULE NO.
<p>MULTIPLE DELIVERIES</p> <p>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.</p> <p>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.</p> <p>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.</p> <p style="text-align: center;">CHARGES</p> <ol style="list-style-type: none">Sortation - See Rule 205Local delivery - \$2.13 cwt. Minimum Charge \$23.75, per delivery Maximum Charge \$130.90 per deliveryShipments to be delivered to points outside of local delivery limits will be assessed rates and charges as published herein.	140
<p>“ORDER” BILLS OF LADING</p> <p>The Carrier will not accept a domestic shipment addressed to a consignee when marked “To Order” and/or “To Notify” another party.</p> <p>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.</p>	145
<p>OVERCHARGE CLAIMS</p> <p>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 Carriers’ discretion, a certified or sworn statement of claim and/or proof of payment such as cancelled cheques, etc. may be required.</p>	150
<p>EFFECTIVE: January 11, 2016</p>	

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RULES AND REGULATIONS	RULE NO.
PALLETS, PLATFORMS OR SKIDS	155
<p>ITEM 1: FREIGHT ALLOWANCE (APPLICABLE ON TRUCKLOAD SHIPMENTS ONLY)</p> <p>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 weigh 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.</p> <p>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.</p> <p>NOTE 2: Sides or ends with only those mounted on the outer circumference or perimeter of the pallet, platform or skid.</p> <p>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.</p> <p>ITEM 2: RETURNS</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	
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RULES AND REGULATIONS		RULE NO.
PICK UP AND DELIVERY SERVICE		160
<p>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:</p> <p>ITEM 1: APPOINTMENT FEE</p> <p>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 \$30.00 per shipment shall be assessed to the payor of the shipment freight charges</p> <p>ITEM 2: NOTIFICATION PRIOR TO DELIVERY (See NOTES A, B, C, D and E)</p> <ol style="list-style-type: none"> 1. A charge of \$30.00 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 \$30.00 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 <u>Item 910</u>, 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. <p>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 a residential or limited access fee is charges the notification fee is considered to be part of that charge and will not be assessed as a stand alone charge. NOTE E—This item will not apply on initial notification for shipments moving from or to a private residence or limited access location.</p> <p>ITEM 3: PLACEMENT OF VEHICLE FOR LOADING</p> <p>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.</p> <p>ITEM 4: PLACEMENT OF VEHICLE FOR UNLOADING</p> <p>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.</p> <p>ITEM 5: LOADING BY CARRIER</p> <ol style="list-style-type: none"> (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. 		
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RULES AND REGULATIONS	RULE NO.
PICK UP AND DELIVERY SERVICE (continued)	160
<p>ITEM 6: RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER</p> <p>(a) Loading or unloading service does not include assembling, packing , unpacking, dismantling or inspecting, sorting or segregating of freight.</p> <p>(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.</p> <p>(c) Where Shippers' or Consignees' shipping or receiving facilities are not a reasonable level with the floor level of Carriers' 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 carriers' vehicle. In the absence thereof, rates in this tariff will not include loading or unloading except that Carriers' driver will render assistance.</p> <p>(d) When a shipment is tendered for delivery during Carriers' 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.</p> <p>ITEM 7: WAIVER OF DELIVERY RECEIPT</p> <p>(a) 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.</p> <p>ITEM 8: SATURDAYS, SUNDAYS AND HOLIDAYS, AND AFTER HOURS</p> <p>When a shipper or consignee requires or requests pickup, delivery, interchange or transfer of a shipment prior to 8:00 A.M. or after 5:00 P.M. in a normal working day within the Metropolitan areas as listed on pages 3-10 of this tariff a surcharge of \$125 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 prior to 8:00 A.M. or after 5:00 P.M. in a normal working day outside the Metropolitan areas as listed on pages 3-10 of this tariff a surcharge of \$250.00 per shipment will apply in addition to all other lawful charges. 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"</p> <p>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.</p> <p align="right">(continued)</p>	
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RULES AND REGULATIONS	RULE NO.
PICK UP AND DELIVERY SERVICE	160
<p>ITEM 8: SATURDAYS, SUNDAYS AND HOLIDAYS (continued)</p> <p>(a) Saturdays (other than Holidays) Between the hours of 7:00 a.m. and 12:01 a.m. of the following day. Charge of \$65.00/hour. Minimum of 4 hours. Minimum charge of \$260.00 per vehicle used. (CU NOTE C)</p> <p>(b) Sundays and Holidays Between the hours of 12:01 a.m. and 7:00 a.m. of the following day. Charge of \$65.00/hour. Minimum of 4 hours. Minimum charge \$260.00 per vehicle used. (See NOTE D)</p> <p>1. 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:</p> <p>(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.</p> <p>(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.</p> <p>NOTE A: This rule shall not be construed as obligating the Carrier to furnish any service on the days specified herein.</p> <p>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.</p> <p>NOTE C: Where more than two vehicles are used, the minimum charge shall be \$260.00 per vehicle.</p> <p>NOTE D: Where more than two vehicles are used, the minimum charge shall be \$260.00 per vehicle.</p> <p>ITEM 9: INSIDE PICKUP OR DELIVERY AND OTHER THAN GROUND FLOOR PICKUP OR DELIVERY:</p> <p>Inside pick up or delivery surcharge of \$4.50 cwt, Minimum \$50.00, Maximum \$400.00, will be applicable when one or more of the following criteria is met.</p> <p>The driver is required to go beyond the immediate area of the receiving door to pick up or deliver the freight</p> <p>The requested pick up or delivery location is other than the ground floor.</p> <p>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.</p>	
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SECTION 1**

RULES AND REGULATIONS	RULE NO.
PREPAYMENT OF SHIPMENTS	165
<p>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.</p> <p>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.</p> <p>ITEM 3: All inland freight charges on shipments destined to a steamship pier or airport for furtherance must be prepaid, except as follows:</p> <p style="padding-left: 40px;">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.</p> <p>ITEM 4: On export shipments all detention, demurrage and/or storage charges will be assessed against the Shipper.</p>	
PRIVATE RESIDENCE PICK UP AND/OR DELIVERY AND LIMITED ACCESS PICKUPS OR DELIVERIES	170
<p>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 \$50.00 per occurrence.</p>	
PROOF OF DELIVERY	175
<p>A Shipper who requires a Proof(s) of Delivery for record or file purposes will be assessed a charge of \$15.00 for each.</p> <p>Proof of delivery will be provided free of charge if the delivery copy is not free of notations, exceptions for for some other unusual circumstances,</p>	
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RULES AND REGULATIONS	RULE NO.
<p>PROPERTY OF EXTRAORDINARY VALUE</p> <p>The following property will not be accepted for shipment nor as premiums accompanying other articles:</p> <p>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.</p>	180
<p>PROTECTIVE SERVICE (HEATED AND REFRIGERATED SERVICE)</p> <p>ITEM 1: CONDITIONS</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>ITEM 2: CHARGES</p> <p>Shipments will be charges an additional 18% of the freight charge, minimum charge \$30.00 for each delivery to one consignee.</p> <p>Shipments designated as Intermodal will be charged an additional 25% of the freight charge, minimum charge \$18.50 for each delivery to one consignee.</p> <p>NOTE: Carrier will not be held liable for temperature controlled shipments unless the Bill of Lading specifies Fahrenheit or Celsius.</p>	185
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RULES AND REGULATIONS	RULE NO.
<p>RECONSIGNMENT OR DIVERSION</p> <p style="text-align: center;">A request for the reconsignment or diversion of a shipment will be subject to the following definitions, conditions and charges:</p> <p>ITEM 1: DEFINITIONS OF RECONSIGNMENT OR DIVERSION</p> <p>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;</p> <ul style="list-style-type: none"> (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. <p>ITEM 2: CONDITIONS</p> <ul style="list-style-type: none"> (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. <p style="text-align: right;">(continued)</p>	190
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RULES AND REGULATIONS				RULE NO.
RECONSIGNMENT OR DIVERSION (continued)				190
ITEM 3: RETURN OF FREIGHT				
<p>Where a request is made by Shipper, before a shipment has left Carriers' 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 Carriers' terminal such service if performed, will be subject to the following Charges:</p>				
LOCATION	CHARGES PER	CHARGE PER SHIPMENT		
	100 POUNDS	MINIMUM CHARGE	MAXIMUM CHARGE	
All locations	\$3.00	\$40.00	\$175.00	
RE-DELIVERY OF SHIPMENTS				195
<p>If one of the following delivery arrangements is met, charges from Reconsignment or Diversion Rule 190, Item 3 will apply:</p>				
1. SECOND DELIVERY TO SAME CONSIGNEE AT SAME ADDRESS				
<p>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.</p>				
2. AGREED DELIVERY ARRANGEMENTS				
<p>When specific delivery or re-delivery arrangements are made between Consignee and Carrier and shipments are undeliverable for a reason beyond the Carriers' control and returned to the terminal.</p>				
3. CHANGE OF LOCAL DELIVERY ADDRESS				
<p>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.</p>				
4. CHARGE FOR RE-DELIVERY OR DELIVERY TO ANOTHER				
<p>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 Carriers' control and returned to terminal.</p>				

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RULES AND REGULATIONS		RULE NO.								
RETURNED - REFUSED - UNDELIVERED SHIPMENTS		200								
<p>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 assess on the returned shipment in addition to any other accrued charges.</p>										
ROAD CLOSURE OR DETOUR		201								
<p>In the event of a Road Closure or Detour an additional charge of : Min \$10 , \$0.61 per cwt, Max \$189. Based on the greater of the Actual or Volume weight.</p>										
SORTING OR SEGREGATING FREIGHT		205								
<p>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.</p> <p>When these conditions are not met, charges for sorting or segregating (if requested) on shipments of any weight area as follows:</p> <table border="0"> <tr> <td>1</td> <td>- 19,000 LBS.</td> <td>1.25 cwt</td> <td>MINIMUM CHARGE - \$ 17.80</td> </tr> <tr> <td></td> <td>20,000 lbs. + OVER</td> <td>1.25 cwt</td> <td>MINIMUM CHARGE - \$131.20</td> </tr> </table> <p>NOTE 1: Charges will be assessed against the party requesting the service.</p> <p>NOTE 2: This Rule shall not be construed as obligating the Carrier to furnish the service herein described.</p>		1	- 19,000 LBS.	1.25 cwt	MINIMUM CHARGE - \$ 17.80		20,000 lbs. + OVER	1.25 cwt	MINIMUM CHARGE - \$131.20	
1	- 19,000 LBS.	1.25 cwt	MINIMUM CHARGE - \$ 17.80							
	20,000 lbs. + OVER	1.25 cwt	MINIMUM CHARGE - \$131.20							
STATEMENT OF ACCOUNTS		210								
<p>Statements of account for transportation charges must be paid by the debtor within thirty days from date of billing.</p> <p>1.5% interest will be assessed per month on an overdue account.</p>										
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SECTION 1

RULES AND REGULATIONS	RULE NO.
STOP-OFF IN TRANSIT	215
<p>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:</p> <ul style="list-style-type: none">(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 \$75.00.(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 \$1.95 per running mile will be made in addition to the stop-off charge. <p>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.</p> <p>ITEM 3: The stop-off services provided for in this Rule will not apply in connection with shipments of:</p> <ul style="list-style-type: none">(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.	
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RULES AND REGULATIONS	RULE NO.
STORAGE RULES AND CHARGES	220
<p>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:</p> <p>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.</p> <p>(b) Storage charges will end at 7:00 am of the day on which:</p> <p>(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.</p> <p>(ii) The Carrier exercises its' right and forwards the goods to a public warehouse.</p> <p>(iii) Saturdays, Sundays and Legal Holidays will not be considered as free time, but will be included in the assessment of charges.</p> <p>ITEM 2: CHARGES</p> <p>(a) Charges will be assessed as follows on freight not requiring protective service:</p> <p>\$1.25 per 100 pounds or fraction thereof per day, subject to a minimum charge of \$30.00 per day per shipment.</p> <p>(b) Charges will be assessed as follows on freight requiring protective service:</p> <p>\$2.00 per 100 pounds or fraction thereof per day, subject to a minimum charge of \$50.00 per day per shipment.</p> <p>NOTE: Any fraction of a day will count as a day.</p> <p>ITEM 3: SHIPMENTS LOADED ON TRUCKS/TRAILERS</p> <p>Shipments loaded on trailers will be assessed as per detention charges in this tariff.</p> <p>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.</p> <p>ITEM 4: PERISHABLE SHIPMENTS</p> <p>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.</p>	
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RULES AND REGULATIONS	RULE NO.
<p>SUFFERANCE WAREHOUSE CHARGES</p> <p>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.</p>	225
<p>TERMINAL AND WHARFAGE CHARGES</p> <p>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:</p> <p>When a rate with minimum under 10,000 lbs is used, \$1.16 cwt must be added with a minimum of \$23.75.</p> <p>When a rate with minimum of 10,000 lbs to 14,999 lbs is used, \$1.10 cwt must be added.</p> <p>When a rate within minimum of 15,000 lbs to 19,999 lbs is used, \$0.90 cwt must be added.</p> <p>When a rate with minimum of 20,000 to 29,999 lbs is used, \$0.75 cwt must be added.</p> <p>When a rate with minimum of 30,000 lbs to 39,999 lbs is used, \$0.60 cwt must be added.</p> <p>When a rate with minimum of 40,000 lbs or over is used, \$0.45 cwt must be added.</p> <p>Pier loading or unloading charges and Top Wharfage charges, where applicable, will be in addition to the Terminal charge.</p>	230
<p>VALUATION</p> <p>(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.</p> <p>(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.</p> <p>(c) All valuation charges are payable by the party responsible for the freight charges.</p>	235
<p>EFFECTIVE: January 11, 2016</p>	

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SECTION 1

RULES AND REGULATIONS	RULE NO.
<p>VEHICLES FURNISHED, BUT NOT USED</p> <p>When Carrier, upon receipt of a request to pick up a shipment, or to furnish a vehicle to pickup 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.</p>	240
<p>WEIGHING & RE-WEIGHING</p> <p>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.</p>	245
<p>EFFECTIVE: January 11, 2016</p>	