

STANDARD TERMS AND CONDITIONS OF SERVICE

Rome Transportation Inc. doing business as Rome Logistics is a third party logistics provider arranging transportation services in Canada and in the United States under a property broker's license issued by U.S. Department of Transportation bearing number MC # 432217-B and it is not an insurer of cargo. ROME makes arrangements with carriers on the CUSTOMER'S behalf and does not take physical possession of the freight. Each arranged carrier possesses the legally required amount of cargo liability insurance for general loss or damages to cargo transported by the carrier. All insurance policies have deductibles. If you require insurance, notify ROME so that we can advise you of your options or so that you may arrange to purchase additional all-risk, which can be arranged through ROME.

Acceptance of these terms, by way of shipping goods, will constitute an agreement between Rome Transportation Inc. or Rome Logistics as the case may be (hereafter collectively referred as "ROME") and the company or person who owns and/or is the shipper of the freight (the "CUSTOMER") It is acknowledged that these conditions will apply to all shipments arranged by ROME for CUSTOMER:

- a) Rates are expressed in CAD or USD funds as indicated in "Customer Price Details" payable 14 days from invoice date unless otherwise agreed to in writing. Overdue invoices are subject to 2% interest per month 24% per annum.
- b) Pallet pricing is subject to a maximum of 1600 lbs. per pallet, 44,000 lbs. per truckload unless otherwise agreed to in writing. CUSTOMER is responsible for extra charges resulting from inaccurate weight, measurement, or product description/classification.
- c) All quotations are subject to a maximum valuation of \$1.00 per pound based on actual weight unless otherwise agreed to in writing.
- d) For purposes of waiting time, 20 minutes is free for load/unload (Less Than Truckload), 2 hours free for load/unload (Full Truckload) excess time is billed at \$75.00/Hour thereafter.
- e) A minimum fee of \$150 will apply for trucks ordered but not used; this fee is also applicable to orders cancelled less than 24 hours before the scheduled pick-up.
- f) Standard transportation services are from a business to business with docks at both the pick-up and delivery locations. Any other services including but not limited to appointments, lift-gates, driver assist, residential or farm pick-ups and deliveries, hazardous materials, inside deliveries, etc. are subject to accessorial charges.
- g) In order to ensure proper billing, the CUSTOMER will ensure that "Third Party Bill to Rome" is added to the bill of lading when requested and is given to the driver at pickup. Failure to do so will be subject to additional charges.

h) All quotations and customer confirmations are subject to equipment availability. ROME does not guarantee equipment availability unless specifically stated in writing.

i) Pickup and delivery time requirements must be communicated to ROME who will instruct the carrier accordingly. Pickup and delivery time requirements should be indicated by the shipper of the freight on the carrier's bill of lading.

j) In any event of the foregoing or of the provisions listed below, any liability on the part of ROME for any claims for loss or damage to a shipment shall be limited to 50% of the freight charges quoted by ROME for that shipment. In no event shall ROME be liable for any claim for consequential damages said to be caused by delay or otherwise.

k) CUSTOMER acknowledges that the insertion of ROME'S name on shipping documents, of any kind, does not represent or imply it is acting in the capacity of a CARRIER.

i) CUSTOMER acknowledges that the actual/signing Carrier providing physical transportation of goods is solely liable for any and all claims arising from the transport of CUSTOMER'S freight. CUSTOMER (the Principal) indemnifies and holds harmless ROME (the Broker) from any claims for loss or damage including special or consequential damages resulting from transport services arranged by Rome. In the event a claim arises from services provided, Rome will make available to CUSTOMER all necessary forms and insurance documents pertaining to Carrier's cargo/liability insurance.

m) CUSTOMER is obligated to pay ROME for transportation services and payment to any other party does not alleviate CUSTOMER of balances owed to ROME.

n) Under no circumstance can a claim be deducted from outstanding amounts owed to ROME by CUSTOMER.

o) ROME reserves the right to change these terms and conditions at any point in time and without further notice