



TERMS AND CONDITIONS 2024

1. A summary of additional conditions and fees is included in this rate confirmation.
2. All invoices are payable within 30 days of their date of issue. However, a customer with no credit must pay at the time of pick-up or delivery, where applicable. The customer agrees to pay interest at the rate of 2% per month (24% per year) on any past-due balance.
3. The customer accepts and acknowledges that when they retain the services of Transport Levasse for transport movements, even in the absence of a bill of lading in good and due form and notwithstanding the issuance of any other shipping or transport document on the part of the sender, all transport movements carried out by Transport Levasse will be subject to the minimum stipulations set out in Appendix 2 of the Règlement sur les exigences applicables aux connaissements (decree 1198-99, October 20, 1999, and subsequent amendments). The amount calculated according to the provisions of paragraphs a) and b) of Article 9 of the said minimum stipulations for which Transport Levasse could be liable for any loss, damage or delay cannot exceed the value of the goods at the time and place of delivery up to \$2.00 per pound (\$4.41 per kilogram) based on the weight of the lost, damaged or delayed merchandise.
4. A declared value will only be enforceable against Transport Levasse if it has been previously agreed in writing, either within a bill of lading in good and due form, or in a current and customer-specific transport contract, or in any other document previously transmitted, received and accepted by Transport Levasse before taking responsibility for the goods.
5. Transport Levasse will refuse any claim for an amount less than \$50.00.
6. Transport Levasse assumes no responsibility for penalties or fines that may be imposed by the consignee on the shipper, whether for delay or for any other reason. In addition, the carrier will not assume any liability for indirect, special or consequential damages or other direct or indirect economic losses which may result in whole or in part from its services.
7. Transport Levasse will not be liable for any loss or damage caused in whole or in part by the very nature of the product transported, acts of God, acts of a public enemy, criminal misappropriation "Hijacking," acts of public authority, fault or negligence of the sender and/or the consignee such as defective identification of the goods, gaps or defects in the packaging or damage caused during product palletization.
8. It is the recipient's responsibility to count and check the goods at the time of delivery. Signatures and/or acknowledgments of receipt bearing the words "SLC," "Shipper Load and Count," "Subject to verification," "STC," or "Suppose to contain" are considered to be clear signatures.





9. Transport Levasse is not responsible for the count and the condition of the goods picked up or delivered to shippers and/or consignees where it is impossible for its staff to access the loading and/or unloading. For Full Load (TL) shipments, the shipper is required to provide a seal and enter the unique seal number on the bill of lading.

10. The customer waives the right to submit to Transport Levasse and its subcontractors any claims for damage to merchandise that is not adequately packaged. This waiver does not apply for loss or damage arising from a traffic accident or theft.

Properly packaged means that the goods are protected as a whole by robust materials in order to prevent any damage that could be caused by handling and transporting them. If the goods are placed on a pallet or support, they must be attached or fixed to this pallet or support and must not exceed the dimensions of the pallet or support. Plastic wrap, cardboard or the simple act of tying the pieces together on pieces of wood, therefore, becomes insufficient as protection and would result in the refusal of the claim.

11. The customer waives the right to submit to Transport Levasse and its subcontractors any claims for damage to merchandise that is worn or shows signs of wear or breakage when it is entrusted to Transport Levasse. This waiver does not apply for loss or damage arising from a traffic accident or theft.

12. Transport Levasse cannot be held responsible for missing goods in the event that Transport Levasse picks up a packed and sealed pallet from the sender and delivers it in the same state of packaging.

13. If the customer ships dangerous goods via Transport Levasse without informing the carrier of the exact nature of the products and in the manner prescribed by the laws and regulations, Transport Levasse will be entitled to claim any loss, damage, or fine or resulting delay from the customer. The customer must provide, at their own expense, the hazard identifications required by the regulations.

14. No tax is included in the submitted rates.

15. Applicable taxes, GST, QST, HST, etc. will be added during invoicing.

16. At no time may the customer deduct amounts claimed from Transport Levasse from the invoices to be paid without Transport Levasse's written agreement.

17. This rate confirmation may be cancelled or modified at any time by Transport Levasse with 30-days' notice, or by mutual agreement.

18. This rate confirmation may be cancelled at Transport Levasse's discretion if no shipments are received within 60 days of the effective date.

19. The customer agrees that the business relationship between it and Transport Levasse be governed and interpreted according to the laws in force in Quebec.





20. The act of putting goods back for transport following the receipt of this rate confirmation (rate proposal) is equivalent to the customer's acceptance of the terms and conditions therein.

I acknowledge having read and understood these conditions.

x _____ (signature)

x _____ (date)