

General terms & conditions



The following terms & conditions apply to all business relations between the customer and Priority Express and automatically become an integral part of all bills of lading and other documents that bind both parties and have precedence over any other documentation prepared by either party or a third party concerning any transport done by Priority Express for the customer. These terms & conditions can only be modified in writing by duly authorized officers of each of the parties. The customer clears Priority Express of any penalty or claim following from any work and/or services rendered the latter in as far as the rendered work and/or services will have been executed in conformity with generally recognized industry standards for the agreed tariff.

QUOTE ACCEPTANCE

Priority Express reserves the right to cancel any quote if it is not used within thirty days.

DIMENSIONS AND VOLUME

The carrier's rates are based on a minimum density of 10 pounds per cubic foot. Priority Express will cube any merchandise having a lower density than the 10 pounds per cubic foot factor, by the space occupied unless otherwise specified before signing this document. Merchandise in length other than skids will be cubed according to the following factors:

Merchandise occupying less than 48 inches in width: 500 pounds per linear foot will be applied
Merchandise occupying from 49 to 96 inches in width: 1000 pounds per linear foot will be applied

INVOICE PAYMENT TERMS

The invoice payment terms are indicated on the invoice and must be respected otherwise the customer will be liable for interest at a rate of 1.5% per month.

THIRD PARTY

When billing must be done to a party other than the shipper or the consignee, the paying party's address and phone number must appear on the bill of lading.

DANGEROUS GOODS

The rate for shipments containing dangerous goods is: 10% of the transport cost with a minimum of \$15.00.

LIFT REQUIRED, DELIVERY TO AN EXHIBITION SITE, PRIVATE RESIDENCE OR CONSTRUCTION SITE

The rate for this kind of service is: \$2.50 CWT, minimum of \$25.00, maximum of \$125.00. This rate applies to deliveries and pick-ups.

DELIVERIES TO A SHOPPING CENTER

Priority Express will invoice additional charges for deliveries made to a shopping center not equipped with a loading dock. The rate is 10% of the transport charge with a minimum of \$10.00 and a maximum of \$100.00.

DELIVERIES BY APPOINTMENT

Priority Express will accept deliveries by appointment but limits its responsibility to making every possible effort to deliver the merchandise at the appointed time for a fee of \$10.00. Priority Express cannot be held liable for any late delivery or missed appointment penalties. Priority Express accepts appointments with no obligation of its part.

WEEKEND AND HOLIDAY DELIVERIES

This service is offered by Priority Express and is subject to additional charges. The customer must make special arrangements with Priority Express at least 24 hours before the actual delivery.

SECOND DELIVERY

The cost for a second delivery because of a refusal, inventory or lack of space at the consignee's location is 100% of the initial delivery cost.

WAITING TIME

The allocated time for a pick-up or a delivery depends on the weight or density of the merchandise in accordance with the following rules:

WEIGHT				ALLOCATED TIME	AFTER (Local)	AFTER (Others)
1	to	499	Lbs	15 minutes	\$58.00 / Hour	\$62.50 / Hour
500	to	4999	Lbs	30 minutes	\$58.00 / Hour	\$62.50 / Hour
5000	to	9999	Lbs	45 minutes	\$58.00 / Hour	\$62.50 / Hour
10000	to	19999	Lbs	60 minutes	\$58.00 / Hour	\$62.50 / Hour
20000	&	more	Lbs	90 minutes	\$58.00 / Hour	\$62.50 / Hour

C.O.D.

The fee is 5% of the amount to be collected, minimum \$20.00.

CANCELLED PICK-UP

A \$15.00 fee will be invoiced if Priority Express were to show up at a pick-up site and it was canceled.

CLAIMS

Priority Express's responsibility for any loss or damage of a shipment is limited to \$2.00 / Lb, based on the weight of each lost or damaged item. Any loss or damage must be reported to Priority Express within 24 hours of delivery. Then, a written claim must absolutely be submitted to Priority Express within 30 days of the delivery date otherwise the claim will be rejected.

MERCHANDISE RETURNS

Priority Express will invoice the payable part of transport charges, the established rate in accordance with the agreement between the customer and Priority Express for the zones involved in the merchandise return.

PERSONAL EFFECTS, FURNITURE AND HOUSEHOLD ELECTRICAL APPLIANCES

Unpacked personal effects, furniture and household electrical appliances such as washer, dryer, etc... cannot be accepted by Priority Express.

MERCHANDISE STORAGE

Additional charges will be invoiced by Priority Express for merchandise storage. The rate is 12% of the transport charge with a minimum of \$15.00 per day beginning on the third day following the pick-up by Priority Express.

DELIVERIES REQUIRING ADDITIONAL MANPOWER

A minimum of 2 hours at \$30.00 per hour will be invoiced by Priority Express to the customer for any delivery requiring additional manpower at the time of delivery.

FUEL SURCHARGE

The fuel surcharge is not included in this quote and is applicable to all transport charges.

UNLOADING AGENCY (FOOD INDUSTRY)

All charges from unloading agency will be re-billed to the shipper at cost with all back-up documentation
