

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
APPLICATION AND PRECEDENCE OF RULES**

Page 1 of 1

CSA desires to provide an excellent service to its customers at rates both parties deem fair and equitable.

The items contained herein outlines the responsibilities of the SHIPPER and CSA.

1. Unless otherwise provided, when provisions of this tariff are in conflict with those published in individual contracts and/or tariffs such contracts and/or tariffs, to the extent of their application, will apply.
2. Reissued tariffs, items or parts of items will cancel previously issued tariffs, items or parts of items or publications referenced thereto.
3. Unless otherwise provided, when provisions of this tariff are in conflict with those published in the governing publications this tariff will apply.
4. When this tariff provides for the application of charges CSA will maintain records to verify the charges and so document on any billing or invoicing to the payer.
5. Unless otherwise provided, charges for services shown herein will be borne by the party requesting the service or guaranteed to the satisfaction of CSA before services will be provided.
6. Unless otherwise provided, charges for services shown herein will apply in addition to all other applicable charges.
7. Unless otherwise provided, the use of decking equipment is for CSA's convenience and has no application to any rules contained herein.
8. Unless otherwise provided, requests for changes to a bill of lading must be in writing from the responsible party(s).
9. Driver's signature on the bill of lading only acknowledges receipt of the freight, any special requests or valuation in excess of those found within this tariff must be agreed to by CSA management in advance of the shipment being picked-up.
10. CSA reserves the right to reject a shipment when such shipment in their opinion would likely cause damage or delay to personnel, other goods being carried or equipment.
11. Special attention should be given to CSA's rights to collect monies owed them for overdue undisputed freight invoices.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
LIABILITY SECTION PAGE 1 OF 6**

**Item 500**

**Bills of Lading, Freight Bills and Statement of Charges.**

Transportation of shipments handled by CSA is governed by the terms and conditions as found on the CSA Bill of Lading and the rules, regulations and charges as published in this tariff.

No deviation from these standard terms and conditions will apply in connection with shipments handled by CSA except upon written agreement signed by an officer of CSA. Terms and conditions of pre-printed Bills of Lading tendered to CSA by Shipper at time of shipment and signed by CSA's driver or dock worker will not apply except upon written agreement of an officer of CSA. Bills of Lading so tendered by Shipper at time of shipment will be accepted by CSA subject to the terms and conditions shown herein and as modified in this rules tariff.

CSA will provide when required:

- A. Copies of freight bills, invoices, statements or proofs of delivery.
- B. Other forms or copies as may be required for submission with freight bills for payment.

When a corrected bill of lading or letter of authority to amend any aspect of a bill of lading is received from the responsible party the following provisions will apply:

- A. Corrected bills of lading or letters of authority to change the payment status from collect to prepaid or prepaid to collect will be subject to acceptance by CSA. The request must be made by the Shipper in writing and within thirty (30) days of the original bill of lading.
- B. Corrected bills of lading or letters of authority to change the freight charge collection status from prepaid to collect will not be accepted if Section 7 of the corrected bill of lading has been signed by the consignor, or once the shipment has been delivered or if shipment has been lost or damaged.
- C. Corrected bills of lading or letters of authority to change the actual or released value of a commodity will not be accepted after the shipment has been delivered.
- D. Changes in commodity description, weight or pieces shall be accompanied by satisfactory written documentation, such as the original invoice or descriptive advertising copy.
- E. A Driver's signature on the bill of lading only acknowledges receipt of freight. Terms and conditions of CSA 1004 Rules Tariff and bill of lading contract as provided will apply.
- F. When the consignor fails to state the freight terms (prepaid or collect) in writing on the bill of lading the shipment will move as prepaid and all applicable charges will be borne by the consignor.
- G. A bill of lading shall be completed as provided herein for each shipment.
- H. On each article covered by the bill of lading there shall be plainly marked thereon by the consignor the name of the consignee and the destination thereof. This requirement does not apply in cases where the shipment is from one consignor to one consignee and constitutes a truckload shipment.
- I. The bill of lading shall be signed in full (not initialed) by the consignor and by CSA as an acceptance of all terms and conditions contained therein.
- J. At the option of CSA a waybill may be prepared by CSA and the waybill shall bear the same number or other positive means of identification as the original bill of lading. Under no circumstances shall the waybill replace the original bill of lading.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
LIABILITY SECTION PAGE 2 OF 6**

**ITEM 501 Definition of Package**

The term package as used in this item means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids or have been over packed in an additional complying package, CSA's liability will be determined by separately multiplying the weight of each individual package lost or damaged computed on \$2.00 per pound (4.41 per kilogram) and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids or over packed in an additional complying package.

**ITEM 502 Released Valuation When Goods are Received From a Freight Forwarder**

On shipments having prior or subsequent movement by air or water and said shipments are tendered to CSA by a freight forwarder CSA's maximum liability shall be no more than \$1.50 per pound. The provisions of this rule shall supercede any valuations, actual or released, provided on the bill of lading or waybill.

In the event of a conflict between this provision and any other provision in CSA's rules tariff the provision which has the lower limitation shall apply.

**ITEM 503 Liability of CSA**

CSA assumes no liability of deterioration of perishable products or on account of delays due to weather conditions and or conditions beyond CSA's control.

**ITEM 504 Acts of God - Definition**

An Act of God is defined as an abnormal or unusual event which is strictly natural in origin with no human assistance or influence, including but not limited to tornadoes, earthquakes, floods and other catastrophic events of nature.

**ITEM 505 Exceptions from Liability**

CSA shall not be liable for loss, damage or delay to any of the goods described in the bill of lading caused by an Act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee authority of law, quarantine or differences in weights of grain, seed or other commodities caused by natural shrinkage.

**ITEM 506 Delay**

CSA is not bound to transport the goods by any particular vehicle or in time for any particular market or otherwise than with due dispatch unless by agreement specifically endorsed by an authorized manager of CSA in writing prior to the pickup of the shipment

Subject to reasonable requests CSA agrees to accept, transport and deliver with reasonable dispatch such merchandise as customer may tender to CSA for transportation. However CSA shall not be responsible for any damages, direct, indirect or consequential, which are the result of delay in delivery.

**ITEM 507 Stoppage in Transit**

Where goods are stopped and held in transit at the request of the party entitled to so request the goods are held at the risk of that party.

**ITEM 508 Packing Requirements**

When the proper packaging as provided in the NMFC is not adhered to and shipment is inadvertently accepted, CSA's liability shall be limited to not exceed 10 cents per pound regardless of the RVNX shown on the bill of lading. If no specific packaging is provided in the NMFC and the commodity is shipped in an unprotected state (i.e. an uncrated machine shipped loose or on a skid) CSA's liability shall be limited to not exceed 10 cents per pound.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
LIABILITY SECTION PAGE 3 OF 6**

**ITEM 509 Valuation**

Subject to the **maximum liability clause 510**, the amount of any loss or damage for which the carrier is liable, whether or not the loss of damage results from negligence, shall be computed on the cases of;

- a) the value of the goods at the place and time of shipment including the freight and other charges if paid, or
- b) where a value lower than that has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability.

**ITEM 510 Maximum Liability**

The amount of any loss or damage computed under paragraph (a) or (b) of the above article shall not exceed \$2.00 per pound (4.41 per kilogram) computed on the weight of the damaged or missing pieces unless a higher value is declared on the face of the bill of lading by the consignor, subject to ITEMS 501, 502, AND 511 .

**ITEM 511 Declared Value**

If the consignee has declared a value of the goods on the face of the bill which exceeds the MAXIMUM LIABILITY clause and CSA has agreed in writing to accept this shipment, the amount of any loss or damage for which CSA is liable shall not exceed the declared or actual value of the damaged or missing pieces. A charge of 1% of the value exceeding the \$2.00 per pound, (4.41 per kilogram) shall be assessed

**ITEM 512 Articles of Extraordinary Value**

CSA is not bound to carry any documents or any articles of extraordinary value unless by a special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed, CSA shall not be liable for any loss or damage in excess of the maximum liability stipulated above.

**ITEM 513 NOTICE OF CLAIM**

1. All claims for loss, damage or delay must be filed within sixty (60) days of the date of delivery or in the case of non-delivery, within nine (9) months. The period for bringing a civil action against CSA will be two (2) years from the date CSA gives a person written notice that CSA has disallowed any part of the claim specified in the notice.
2. Claims not filed within the nine (9) months statute of limitations will be declined.
3. Customer shall not deduct or offset any cargo claim or other alleged claim or debt of CSA from the charges owed to CSA unless authorized in writing by CSA.

**ITEM 514 Freight Charges**

- a) If required by CSA the freight and all other lawful charges accruing on the goods shall be paid before delivery and if upon inspection it is ascertained that the goods shipped are not those described in the bill of lading, the freight charges must be paid upon the goods actually shipped with any additional charges lawfully payable thereon.
- b) Should consignor fail to indicate that a shipment is to move prepaid, or fail to indicate how the shipment is to move, it will automatically move on a collect basis.

**ITEM 515 Dangerous Goods**

Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to CSA as required by law, shall indemnify CSA against a loss, damage or delay caused thereby and such goods may be warehoused at the consignor's risk and expense.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
LIABILITY SECTION PAGE 4 OF 6**

**ITEM 516 Undelivered goods**

- a) If through no fault of CSA the goods cannot be delivered, CSA shall immediately give notice to the consignor and consignee that delivery has not been made and shall request disposal instructions.
- b) Pending receipt of such disposal instructions the goods may be stored in the warehouse of CSA subject to a reasonable charge for storage or if CSA has notified the consignor of this intention the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor, without liability on the part of CSA and subject to a lien for all freight and other lawful charges including a reasonable charge for storage.

**ITEM 517 Return of Goods**

If a notice has been given by CSA pursuant to ITEM 516 and no disposal instructions have been received within 10 (ten) days from the date of such notice, CSA may return to the consignor at the consignor's expense, all undelivered shipments for which such notice has been given.

**ITEM 518 Alterations**

Subject to Item 518, any limitation on CSA's liability on the bill of lading and any alteration to the bill of lading shall be signed or initialed by the consignor and the CSA driver or representative and unless signed and initialed shall be without effect.

**ITEM 519 Weights**

1. It shall be the responsibility of the consignor to show correct shipping weight of the shipment on the bill of lading.
2. If the actual weight of the shipment does not agree with the weight shown on the bill of lading CSA may correct the weight shown on the bill of lading.

**ITEM 520 Shipper Load or Consignee Unload**

**A. Shipper Load.**

When pre-arranged with CSA's local operations, CSA will spot or drop trailer at the shipper's loading facility so the shipper may load the trailers at their convenience. Any discrepancy on those shipments tendered under the Shipper Load and Count arrangement will be handled in the following manner;

1. At pickup, CSA will include "SL&C" on the bill of lading, indicating that the Shipper counted and loaded the shipment without a CSA driver being present.  
The Shipper will properly block and brace the freight. CSA's failure to note "SL&C" on the bill of lading will not affect the liabilities of the parties if the Shipper has in fact performed the counting and loading without a representative from CSA present.
2. CSA will provide seals for security purposes to the Shipper when requested. Failure to seal a load will not affect the terms and conditions outlined in this paragraph or tariff.
3. CSA will notify the Shipper's representative by auto-fax of any exceptions within 24 hours of first unloading. This will not include weekends or holidays. CSA cannot be liable for uncountable palletized orders picked up and delivered with wrap intact.
4. Shortage claims filed will be thoroughly investigated. CSA will work with the Shipper to use overage, as mutually agreeable, to offset their liability on valid claims.
5. Shortages will be reported as above. The Shipper will advise CSA disposition of any merchandise that could or should be applied to a valid shortage. In the event of a Shipper caused shortage the Shipper will allow CSA to adjust the bill of lading

accordingly to reflect actual piece count and weight

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
LIABILITY SECTION PAGE 5 of 6**

**ITEM 520 SHIPPER LOAD Continued**

6. CSA will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is one of a concealed nature. In this respect, any claim following will be settled based on the findings of the investigation.
7. CSA can be responsible for handing units only as applicable and to the extent that a piece count can be verified. Individual item numbers and purchase order shortages at delivery shall not be deemed as shortages against CSA when the handling unit count matches the amount properly reported as received on the SL&C trailer.
8. CSA will not decline liability of claims just because the bill of lading is noted "SL&C." The burden is CSA's to either provide a clear proof of delivery, a properly reported exception or payment of the claim. The Shipper agrees not to file claims when discrepancies have been properly reported.

**B. Consignee Unload.**

CSA will drop or spot trailers at the Consignee's facility so the receiver may unload the trailers. Any discrepancy on those shipments tendered as "CONSIGNEE UNLOAD" will be handled in the following manner unless a separate agreement is already established and signed in place;

1. CSA agrees to spot or drop trailers at Consignee's place of business for the purpose of Consignee completing the unloading process within normal free time or as otherwise agreed to in writing.
2. Consignee will not utilize CSA's equipment for any use other than the express purpose of unloading.
3. When the Consignee fails to report to CSA's local service centre that equipment is empty and available to CSA for removal it will be subject to detention rules and charges.
4. Consignee will accept liability for any and all damages occurring to CSA's equipment or for the loss of CSA's equipment while in its physical possession, other than normal wear and tear or an Act of God. Consignee will promptly reimburse CSA for the cost or repairing or replacing such equipment.
5. CSA will note "CONSIGNEE UNLOAD" on the delivery receipt, indicating that the Consignee unloaded and counted the shipments without CSA's driver present. CSA's failure to note "CONSIGNEE UNLOAD" on the delivery receipts will not affect the liabilities of the parties if the Consignee has in fact performed the counting and unloading without a representative from CSA present.
6. CSA will provide sealed trailers with CSA's seal number documented for security purposes. Failure to seal a load will not affect the terms and conditions outlined in this item.
7. CSA shall not be liable for uncountable palletized orders picked up and delivered with shrink wrap intact or for Shipper Load and Count orders that have been properly reported to the Shipper at first unloading.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
LIABILITY SECTION PAGE 6 OF 6**

**B. Consignee Unload CONTINUED.**

8. Delivery receipts will be signed by the Consignee at the time the trailer is dropped for unloading or, if not operationally feasible, will be available to CSA no more than 24 hours after delivery.
  - a) the Consignee agrees to notify CSA by fax on a mutually approved form of any exceptions within 24 hours of the trailer being dropped. This will not include weekends or holidays. CSA shall not be liable for exceptions reported after 24 hours of trailer being dropped.
  - b) notice of any exception is to be faxed on the mutually approved form to the attention of the local service centre's OS&D associate.
9. CSA shall only be responsible for handling units as signed for and tendered by Shipper. Individual item numbers and purchase order shortages shall not be deemed shortages against CSA when the handling unit count matches the amount signed for at time of pickup or, as applicable, properly reported received on a Shipper Load and Count trailer.
10. Shipments tendered to the Consignee to be unloaded at their convenience are to be secured by the Consignee in a manner to prevent theft. CSA will not be held responsible for stolen product while in the possession of the Consignee.
11. CSA agrees not to decline liability of claims just because the delivery receipt is noted CONSIGNEE UNLOAD. The burden is CSA's to provide a clear proof of delivery when the documents are returned to CSA. It is the Consignee's responsibility to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The Consignee agrees not to file claims when discrepancies have not been properly reported.
12. The consignee will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is of the concealed nature reported within 15 days of the trailer being spotted for unloading. In this respect, concealed damage claims will be settled based on supporting facts and merits of the investigation.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
Accessorial Charges Section Page 1 of 6**

**ITEM 521 Shipment Weight Verifications**

At its sole discretion CSA may choose to reweigh shipments in its custody. If an error in weight is determined CSA will correct the billed weight accordingly. The corrected weight will be used to assess proper freight charges.

When CSA is requested by the shipper to secure a certified public weight for any shipment a \$60.00 charge will apply.

**ITEM 522 Storage**

Freight held in CSA's possession by reason of an act or omission of the consignor, consignee or owner or for customs clearance or inspection, and through no fault of CSA will be considered stored immediately and will be subject to the following provisions:

1. Storage charges on undelivered freight will begin at 7 AM the first business day after notice of arrival was provided. No charges under this item will be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
2. Freight stored in CSA's possession will be assessed a charge of \$2.00 per 100 pounds or fraction thereof per 24 hours or fraction thereof, subject to the following minimum and maximum charges;

MINIMUM CHARGE \$20.00

MAXIMUM CHARGE \$40.00

Storage charges under this item will end when CSA is enabled to deliver or transport freight as a result of action by the consignee, consignor, owner or customs official.

**ITEM 523 Stop-Off Charges**

Except as otherwise provided on shipments stopped to partially load or complete loading or for partial unloading, exclusive of initial pickup stop or final delivery stop, there will be a charge of \$150.00 per stop in addition to agreed charges.

**ITEM 523 Private Residences**

When CSA is requested or required to make pick-up or delivery at a private residence or other non-commercial location an additional charge of \$4.00 per 100 pounds with a \$40.00 minimum charge will apply. This charge will include the initial notification to arrange delivery at the private residence.

Charges for this service will be added to the freight bill when service is requested by the consignor or will be collected from the party responsible for paying the freight charges.



**ITEM 524 Conventions, Show Sites, Fairs and Traveling Shows**

When a consignor or consignee requests CSA to pick up or deliver freight at conventions, show sites, fairs and traveling shows such service may be subject to an additional charge as follows: \$10.00 per 100 pounds subject to a minimum charge of \$90.00. Such charge shall be in addition to all other applicable charges.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
Accessororial Charges Section Page 2 of 6**

**ITEM 525 Re-consignment or Diversion**

A request for the re-consignment or diversion of a shipment will be subject to the following definitions, conditions and charges:

1. Definition of Re-consignment or Diversion

For the purpose of this rule the terms "re-consignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean a change in the name of the consignor or consignee, a change in the place of delivery within original destination points, a change in the destination point or a change in the instructions received by CSA prior to receipt of shipment.

Conditions

Requests for re-consignment must be made in writing or confirmed in writing. CSA must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.

CSA will make a diligent effort to execute a request for re-consignment but will not be responsible if such a service is not effected.

All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of CSA before re-consignment will be made.

Only entire shipment, not portions of shipments, may be re-consigned.

An order for re-consignment of a shipment moving under uniform order bills of lading will not be considered valid unless and until the original bill of lading is surrendered as cancelled, endorsed or exchanged.

Instruction for re-consignment of COD shipments will be accepted only from the consignor.

Request for re-consignment of "In Bond" shipments will be permitted. However, if requested, shipments will be stored at re-consignment point until such time as the new or revised clearance papers are received by CSA. Once received the shipment will be handled to destination.

**ITEM 526 Re-delivery of Shipments.**

When a shipment is tendered for delivery and through no fault of CSA the consignee cannot accept the shipment when it is made available to them, a re-delivery charge of \$3.00 per hundred pounds with a minimum charge of \$30.00 will apply.

All charges accruing under the provisions of this rule must be paid or guaranteed to the satisfaction of CSA by the party or parties requesting re-delivery.

**ITEM 527 Returned Undelivered Shipments**

Undelivered shipments that are returned to the shipper at the shipper's request will be subject to applicable rates and charges in effect on the date of return from the new origin (the original destination of the outbound shipment) and to the new destination (the original origin of the outbound shipment.)

**ITEM 528 Sorting or Segregating Shipments**

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight EXCEPT as provided in this item.

When a shipment is tendered to CSA in lots according to size, brand, flavour or other characteristic and is so identified on the bill of lading or accompanying papers normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such sorted or segregated lots on the consignee's platform.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
Accessorial Charges Section Page 3 of 6**

**ITEM 528   Sorting or Segregating Shipments, Continued**

No sorting or segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by a CSA employee.

If sorting or segregation of the merchandise takes longer than the free time period allocated for the specified weight LISTED IN THE BELOW PARAGRAPH, DETENTION, an additional charge of \$0.70 per carton or \$2.00 per hundred pounds with a minimum of \$25.00 shall apply. These charges will be assessed to the payer of the shipment.

**ITEM 529   Detention – Free Time Allowed for LTL or AQ Shipment – With Power Units.**

Free time shall be as follows:

Actual Weight in pounds	Time in Minutes
Less than 2,500.....	30
2,500 but less than 5,000.....	45
5,000 but less than 7,500.....	60
7,500 but less than 10,000.....	90

When loading or unloading of a unit for other than sorting or segregation is delayed beyond the free time the charge per vehicle for each 15 minutes or fraction thereof beyond free time will be \$20.00.

“LOADING” includes the furnishing to CSA of the bill of lading and required documents necessary for forwarding of the shipment.

“UNLOADING” includes:

- A. Surrender to CSA of bill of lading for shipments.
- B. Payment of lawful charges to CSA when required prior to delivery of the shipment.
- C. Notification to CSA that the vehicle is unloaded.
- D. Signing delivery receipt when CSA’s agent is present at unloading.

Computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery.

Computations of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
Accessororial Charges Section Page 4 of 6**

**ITEM 530 Detention – Vehicles Without Power Units- Spotting or Dropping Trailers.**

This item applies when CSA's vehicles without power units are delayed or detained on the premises of the consignor or consignee or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions;

**GENERAL PROVISIONS**

A. Subject to the availability of equipment CSA will spot empty or loaded trailers for loading or unloading on the premises of the consignor or consignee or on other premises designated by them or as close thereto as conditions will permit.

B. Loading or unloading will be performed by the consignor, the consignee or other party designated by them. In the case of spotting for loading the bill of lading must show "Shipper Load and Count."

C. CSA's responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by CSA.

D. CSA's responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by the consignee.

E. The detention charges due CSA will be assessed against the payer responsible for freight charges.

F. Spotted trailers will be allowed 24 consecutive hours of free time.

G. For each 24 hours or any fraction thereof a charge of \$130.00 will be assessed.

**ITEM 531 Detention of a Vehicle Furnished but Not Used.**

When CSA upon receipt of a request to pick up an LTL or truckload shipment or furnish a vehicle for the exclusive use of a consignor has dispatched a vehicle for such purpose and due to no disability, fault or negligence on the part of CSA the vehicle is not used, a charge of \$100.00 will be assessed against the consignor making such request.

**ITEM 532 Extra Labour – Loading or Unloading.**

When requested by the consignor or consignee extra labour will be furnished by CSA for loading or unloading. The charge for each additional labourer will be \$40.00 per hour with a minimum of 6 hours.

Time shall be computed from the time the extra labour arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be assessed to the consignor if the extra labour is used for loading and to the consignee if the extra labour is used for unloading. Extra labour will not be furnished unless requested by consignor or consignee.

The provisions of this item do not obligate CSA to furnish extra labour if such is not available at the point of loading or unloading.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
Accessorial Charges Section Page 5 of 6**

**ITEM 533 Lift-gate Service.**

Performance of lift-gate service requested by a customer will be assessed a rate of \$3.00 per hundred pounds subject to a minimum charge of \$50.00 in addition to agreed-upon freight charges.

If this service is authorized on the bill of lading the party responsible for the freight charges will pay this charge. If this service is not authorized on the bill of lading the party requesting the service will be liable for this charge.

**ITEM 534 Pallets, Platforms or Skids Required for the Movement of Goods.**

No charge will be made for the transportation of pallets, platforms or skids provided the shipper specified the gross weight of the shipment and the actual weight of the pallets, platforms or skids separately on the shipping order and bill of lading at the time of shipment and provided further that when the entire shipment is not loaded on pallets, platforms or skids shipper specifies separately the weight of those articles which are not loaded on pallets, platforms or skids.

When material not a part of the pallets, platforms or skids is used to protect top of lading or to secure the load an allowance will not be allowed for the weight of such materials.

In no case, after deducting the weight of the pallets, platforms or skids to be transported without charge, shall the weight on which charges are based be less than the prescribed minimum weight. When sufficient pallets, platforms or skids cannot be placed on the floor of the trailer to load the prescribed minimum weight, then pallets and palletized material must be capable of being double-decked. At the request of CSA the shipper will double-deck in loading.

The total weight of the pallet, platforms or skids transported without charge will not exceed 1,000 pounds per shipment.

**ITEM 535 Returned Cheques**

Cheques received in payment of freight charges which are returned to CSA by a bank because of insufficient funds or any other reason not the fault of CSA will be subject to a charge of \$50.00 plus any service fee assessed by CSA's bank. This charge will be in addition to all other applicable charges.

**ITEM 536 Customs or In Bond Freight.**

1. Shipments moving under U.S. Custom Bond for U.S. Customs clearance at a point in the United States will be assessed a charge of \$2.00 per one hundred pounds subject to a minimum charge of \$40.00 and a maximum charge of \$160.00 per shipment or per trailer. Such charges shall be in addition to all other applicable charges.

2. Freight moving in bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in bond.

3. Shipments awaiting U.S. Customs clearance will be subject to the applicable detention charges or storage charges. Detention charges, if any, will be assessed against the party responsible for line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U.S. Customs Bond notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
Accessorial Charges Section Page 6 of 6**

**ITEM 536 Customs or In Bond Freight, Continued**

4. Each I.T. permit (immediate transportation permit) issued for movement of an In Bond shipment will be considered as a separate shipment and must be accompanied by one bill of lading and shipping order.

5. Shipments tendered in a vehicle sealed by or at the instructions of the consignor, or as required by competent authority, will be rated as a truckload shipment. On shipments cleared en-route by the U.S. Customs, and movement beyond such clearance does not require a seal, normal rate and charges shall apply to the beyond point.

6. When necessary for CSA to purchase and apply "High Security Red In- Bond Seals" for shipments moving under U.S. Customs Bond a charge of \$35.00 per seal will be assessed. CSA will not be responsible for equipment or tools necessary for removal of High Security Red In- Bond seals.

7. Declared Value in excess of \$2.00 per pound, (4.41 per kilogram)

If the consignee has declared a value of the goods on the face of the bill which exceeds (b) of the above clause and CSA has agreed in writing to accept this shipment, the amount of any loss or damage for which CSA is liable shall not exceed the declared or actual value of the damaged or missing piece/s. A charge of 1% of the value exceeding the \$2.00 per pound, (4.41 per kilogram) will be assessed.

**RULES AND REGULATIONS 1004**  
**EFFECTIVE DATE SEPTEMBER 15, 2002**  
**CREDIT AND COLLECTION CHARGES SECTION**  
**PAGE 1 OF 3**

**ITEM 537 Extension of Credit.**

CSA may extend credit to shipper in which case payment will be due upon receipt of the invoice.

Freight bills may be presented by mail. Unless otherwise agreed CSA will send invoices by mail. When the mail service is so used the time of mailing by CSA shall be deemed to be the time of presentation of the bills unless other terms are agreed to in a contract. In a case of dispute as to the time of mailing the postmark shall be accepted as showing such time. CSA and the shipper or consignee or designated payment agent may enter into a separate agreement for CSA to transmit invoices electronically via electronic data interchange. When CSA transmits invoices via E.D.I. the date of receipt by the customer will be the date received by the designated systems.

Application for credit with CSA regarding payment of freight bills shall be in writing to the party requesting said credit and approved by an authorized representative of CSA.

CSA reserves the right to require prepayment of all charges or other satisfactory assurance of payment before accepting shipment or attempting delivery.

Upon request and for the shipper's convenience CSA will invoice the shipper's broker, bank or other designated agent for freight charges. CSA reserves the right to bill and collect freight charges from the shipper on prepaid or the consignee on collect shipments in the event full payment of freight charges is not received pursuant to such third party billing instructions.

**ITEM 538 Payment of Freight Charges**

1. Unless otherwise provided in CSA's tariffs shipments will be accepted subject to the following provisions:
  - A. A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor are to be paid by the shipper.
  - B. A collect shipment is one which the charges for transportation service including accessorial services rendered at the request of the consignee or requested by the consignor for the consignee are to be paid for by the consignee.
  - C. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with CSA. The shipper must guarantee to pay the charges if the third party fails to do so within the time allowed under CSA regulations. Such a shipment will not be accepted if the consignor executes Section 7 of the bill of lading.
2. Payment of freight charges must be made immediately by a shipper upon receipt of prepaid freight bill. Freight charges on collect shipments must be paid by the consignee at time of delivery unless credit has been established with CSA in which case payment is due upon receipt of the invoice.

CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
CREDIT AND COLLECTION CHARGES SECTION  
PAGE 2 OF 3

**ITEM 538 Payment of Freight Charges, Continued**

2. Payment of freight charges must be made immediately by a shipper upon receipt of prepaid freight bill. Freight charges on collect shipments must be paid by the consignee at time of delivery unless credit has been established with CSA in which case payment is due upon receipt of the invoice.

**ITEM 539 Third Party Collection of Charges.**

When a party other than the consignor or consignee as shown on the bill of lading and shipping order is responsible for paying the freight charges such party's name and address must be clearly shown in the body of the bill of lading and shipping order at the time of original tender.

Shipments subject to the provisions of this item will be accepted only when the consignor has established credit with CSA and guarantees to pay all lawfully accrued charges if the third party fails to do so.

**ITEM 540 Collect on Delivery (COD) Shipments**

Unless otherwise provided, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

At the time of shipment the following information must appear on the bill of lading:

Collect on Delivery \$ \_\_\_\_\_ and remit to \_\_\_\_\_

If consignor desired to forward invoice or collection papers they must be securely attached to the shipping order copy of the bill of lading and the shipping order must show the following information:

**"Attached invoice (invoices) to accompany shipment to destination"**

COD shipments will not be accepted if:

- A. Instructions require payment from party other than consignee
- B. COD is subject to inspection, trial by consignee or if CSA is requested to make a partial delivery
- C. The maximum amount of COD to be collected and CSA's liability to the shipper or originator of the COD amount shall be limited to a maximum amount of \$20,000. COD's over \$20,000 will be collected if mutually agreed upon by CSA and the shipper, subject to no liability on the part of CSA.

Only the following forms of payment will be accepted; (1) cash up to a maximum of \$500.00 (2) bank cashier's cheque (3) bank certified cheque (4) money order or (5) personal cheque of the consignee when so authorized in writing by the consignor. All cheques and money orders shall be made payable to the consignor.

**ITEM 541 TERMS OF PAYMENTS**

- 1. The bill of lading constitutes the contract of carriage between CSA and the shipper pertaining to the payer of the charges for the shipment and the particulars as to the commodities and weight being shipped. The signed bill of lading or shipping order received by CSA at time of pick-up must specify the terms of shipping and payment of freight charges.
- 2. The shipper and consignee are jointly responsible for payment of all freight charges. If one defaults for whatever reason the other party will be held liable.

**CSA TRANSPORTATION TARIFF  
RULES AND REGULATIONS 1004  
EFFECTIVE DATE SEPTEMBER 15, 2002  
CREDIT AND COLLECTION CHARGES SECTION  
PAGE 3 OF 3**

**ITEM 541 TERMS OF PAYMENTS, Continued**

3. Whereas between the shipper and the consignee it is intended that the freight move on a credit arrangement to be billed to the shipper's account, the bill of lading shall be marked "prepaid" in which event CSA agrees to first look to the shipper for payment for freight charges and to extend to the shipper whatever credit arrangements might be agreed upon between them. This agreement in no way detracts from the ultimate liability of the consignee in the event of default of payment by the shipper.

4. Whereas between the shipper and the consignee it is intended that the consignee shall pay the freight charges, the bill of lading shall be marked "collect" in which event CSA agrees to extend credit to the consignee on whatever terms might be agreed upon between the two, or to first look to the consignee for payment of freight charges but this shall in no way relieve the shipper from liability for freight charges in the event of default by the consignee.

5. Where a bill of lading is not marked either prepaid or collect CSA is to consider that the freight is moving on a collect basis in accordance with the preceding rule.

6. If, as between the shipper and the consignee or either of them it is intended that a third party pay the freight charges in respect of a shipment then the bill of lading must be marked prepaid and a notation thereon made referring to the name and address of the third party to be billed. In such cases CSA agrees to carry such freight upon whatever credit terms might be agreed upon between the third party and CSA, in the absence of such agreement CSA agrees to first look to the third party for payment of freight charges, but in no event shall this relieve the shipper or the consignee from liability for freight charges as hereinbefore stated.

7. CSA is not obligated to accept corrected bills of lading or letters authorizing a charge pertaining to payment of freight charges after commencement of carriage.

8. The charges for collecting and remitting the requested amount for COD shipments will be collected from the party responsible for the freight charges.

9. The charges for collecting and remitting each COD bill will be 5% of the COD amount subject to a minimum charge of \$90.00.

10. CSA will upon written authorization from consignor change the form of payment of COD amounts to accept consignee's personal cheque when such form of payment was not originally authorized. Consignor must guarantee payment of the charge for redelivery, if any.

11. When tendering a Collect on Delivery shipment the letters "COD" must be inserted on the bill of lading or shipping documents in large, easy to read writing.

**ITEM 542 Uncollectible Charges**

**CSA** at its discretion may take possession of goods being shipped as a specific lien, retaining possession of the shipment until payment has been made for such shipment, or as a general lien retaining shipments in its possession until full payment of any customer debt whether the debt was incurred with respect to those shipments or past shipments. After taking possession CSA will provide the customer fifteen (15) days notice of its intention to dispose of the merchandise unless payment is received in full. Proceeds from such disposal will be applied toward satisfying the outstanding debt. In the event of a shortfall the customer will be held liable for any remaining balance outstanding.

**CSA TRANSPORTATION TARIFF**  
**RULES AND REGULATIONS 1004**  
**EFFECTIVE DATE SEPTEMBER 15, 2002**  
**FUEL SURCHARGE SECTION**  
 Page 1 of 1

**ITEM 543 Applicable Fuel Surcharges**

The table below shows the applicable amount based on the U.S. National Average.

The level of the fuel surcharge is adjusted Wednesday based upon the U.S. National Average Diesel Fuel Index of the prior Monday. This index, published by the Energy Information Administration of the U.S. Department of Energy, is available by telephone at (202)586-6966.

The fuel surcharge will be shown as a separate entry on our freight bill and applied to the total charges but not to accessorial charges.

U.S. National Average Diesel Fuel Index (dollars/gallon)		LTL or Pallet Rated Shipments	Truckload Rated
At least	But less than		
110	115	1.0%	5.5%
115	120	1.5%	6.5%
120	125	2.0%	7.5%
125	130	2.5%	8.5%
130	135	3.0%	9.5%
135	140	3.5%	10.0%
140	145	4.0%	10.5%
145	150	4.5%	11.0%
150	155	5.0%	11.5%
155	160	5.5%	12.0%
160	165	6.0%	12.5%
165	170	6.5%	13.0%
170	175	7.0%	13.5%
175	180	7.5%	14.0%
180	185	8.0%	14.5%
185	190	8.5%	15.0%
190	195	9.0%	15.5%
195	200	9.5%	16.0%
200	*	10.0%	16.5%