

Transportation Terms & Conditions

1. Quoted prices are subject to acceptance within 30 days from date of quotation, or for period specified on face hereof, after which company will re-quote if requested. GST, (HST) is not included in quoted price.
2. All pricing is in CANADIAN DOLLARS unless otherwise stated in quotation.
3. All orders pursuant to the quotation are subject to credit approval by the Company before each shipment.
4. All quotes are subject to equipment availability, permit approval, clear, and uninterrupted access to points of loading/unloading, and seasonal road restrictions. Suitable Ground conditions **on site** and in all work areas are the responsibility of others. If additional towing or pushing of our equipment is required because of site conditions, any costs incurred will be extra to the contract. Any damages incurred to property or equipment (including our equipment) as a result of towing or pushing **will be charged** as an extra. Unless otherwise expressly stated in the quotation, any special requirement or permit condition is not included in the price.
5. Loading and offloading **is the responsibility** of others.
6. Any Police Escort detention charges will be charged at cost plus 15%. Cancellation of Police **Escorts** requires 48 hours' notice.
7. Utilities and bridge surveys are extra if required unless expressly stated in the quotation at cost plus 15%.
8. Our standard land cargo insurance coverage of \$2.00/pound up to a maximum of \$1,000,000.00 Canadian is included covering cargo that is in our direct care, **custody, and control**. Additional insurance (including Marine insurance) if required will be extra or, if provided by others, must include EQUIPMENT EXPRESS INC. and its subcontractors as named co-insureds with a waiver of subrogation.
9. Terms and conditions of major approved subcontractors will apply where applicable and are to be included in any subsequent purchase order or contract.
10. Unless otherwise stated in the quotation, the price(s) quoted is based on rates presently in effect for work during regular working hours which are 8.00 AM to 4.00 PM, Monday through **Friday, excluding** statutory holidays. For any work requested outside of normal working hours or if required due to circumstances beyond our control, overtime premiums would apply.
11. Shipping saddles are not included in our quotation. Tarps, shrink- wrapping, **sealing, or protection** from any natural elements or road spray if required **are not** included unless expressly stated.
12. Quote is not applicable when dimensions, **weights, or services** required at the time of loading differ from those specified in the quote.
13. Company is not responsible for any costs and or delays incurred due to varying weather conditions.
14. TERMS NET 30 DAYS. A service charge of 2% per month **is charged** on overdue accounts.
15. The shipper, **upon** tender of the shipment to the carrier, and the consignee, **upon** acceptance of delivery of the shipment, shall be liable jointly and severally for all unpaid charges payable on account of a shipment in accordance with applicable tariffs, including but not limited to sums advanced or disbursed by the carrier on account of such shipment.
16. No alteration, variation, **modification, or** waiver of any of the foregoing conditions of sale shall be binding on the company unless in writing and signed by an authorized officer of the Company.

17. Written notice within ten (10) days from the date of receipt of shipment and/or services is required of any evidence of damage to and/or shortages of consignment.
18. Military Action and World Economic Conditions: World Military actions, economic sanctions, or homeland security measures can have significant impact on certain costs as well as time required to transport loads across the US Borders. We will advise prior to shipments of any additional fuel surcharge requirements. Extraordinary delays at borders will be subject to waiting time charges. Any quotations converted to US Funds will be subject to adjustment at the date of deposit or may be paid in Canadian funds without adjustment.

Terms & Conditions

These terms and conditions determine your access to (and use of) the website identified by any hosts within the domain equipmentexpress.com ("the Site"). In consideration of you being granted access to the Site upon these terms of use, you agree with Equipment Express, whose registered office is 60 Wanless Ct, Ayr, ON NOB 1E0, to access and use the Site strictly in accordance with these terms of use. Do not proceed to access this Site if you do not agree to these terms of use.

Intellectual Property Rights

You will not do anything which might affect intellectual property rights in the Site, its software, or contents. Such rights are owned by Equipment Express (or our licensors) and are protected by copyrights, trademarks, and other rights in the nature of intellectual property rights.

You warrant in each case on a continuing basis that:

You will not copy, distribute, publish, or make derivative works from postings to or material on the Site, or the Site itself, or any part of it.

You will not post or submit or permit any posting or submission to the Site of any information image or data which is obscene, contrary to public morals or decency, or is not lawful, truthful, decent, or accurate, or which infringes the rights of any third party.

We retain the right to withdraw or modify the Site for legal or technical reasons; therefore, there may be times when the Site is unavailable. Any action in breach of these terms of use may result in legal action being taken against you, suspension, or termination of your right to use the Site.

Liability

All warranties arising in relation to the Site or its content are to the fullest extent permissible by law excluded, and accordingly, we can accept no liability for loss or damage suffered by you as a result of:

- the content of the Site;
- viruses that may infect equipment;
- Site downtime;
- access to and/or use of the Site by you or any other visitor or member of the Site;
- inaccuracies or omissions in content;
- acts or omissions of visitors to or members of the Site.

The Site may operate as a referral **Site** to other sites, advertisements, promotions, or otherwise. In such an event, we can accept no responsibility for any dealings you have with or any losses suffered by you as a result of your dealings with any third-party sites accessed as a result of your use of the Site. We accept no responsibility for any links to such third-party sites, and do not endorse their content.

You will fully indemnify and hold us harmless from it against any and all actions, threats, proceedings, claims, liabilities, losses, damage, costs, and expenses (including, without limitation, reasonable legal expenses) which may be suffered or incurred by us directly or indirectly arising out of or in connection with any breach by you of any of these terms of use.

Warranty Disclaimer

You agree that your use of the **website** shall be at your sole risk. To the fullest extent permitted by law, Equipment Express, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the **website** and your use thereof. Equipment Express, its officers, directors, employees, and agents make no warranties or representations about the accuracy or completeness of this **website's** content and assume no liability or responsibility for:

- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage of any nature whatsoever, resulting from your access to and use of the **website**, any unauthorized access to or use of our secure **servers, and/or** any and all personal information and/or financial information stored therein;
- any interruption or cessation of transmission to or from the **website**;
- any bugs, viruses, or the like which may be transmitted to or through the **website** by any third party; and/or
- any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the **website**.

These terms of use are governed by Canadian Law.

You may contact us by writing to us at the address above or emailing us at masont@equipmentexpress.com.

The contract for your use of the Site is made by you with Equipment Express Inc.