

TERMS AND CONDITIONS:
ROCK SOLID SERVICE GUARANTEE

MANITOULIN ROCK SOLID SERVICE GUARANTEE – “GUARANTEED BEFORE NOON DELIVERY - AM” AND “GUARANTEED BY 4 PM DELIVERY”

1. Manitoulin Transport will provide **Rock Solid Service Guarantee** when requested by the shipper in accordance with Carrier's normal transit time. There are 2 types of guaranteed service, *“Guaranteed Before Noon Delivery”* applies to shipments to be delivered complete and on-time before 12:00 PM and *“Guaranteed 4 pm Delivery”* applies to shipment on or before 4pm. These services are available on the scheduled delivery day depending on the service requested, exclusive of Saturdays, Sundays, and all holidays. Services are in local time.
2. Rock Solid “Guaranteed before noon delivery” and “Guaranteed 4 pm delivery” services are guaranteed expedited road delivery services within designated direct service points in Canada. Direct service points for the Rock Solid Service can be verified through our website at www.manitoulintransport.com under shipping tools / transit times, or designated sales representative or Customer Service at 1.800.265.1485.
3. In order to request the Rock Solid Service Guarantee, the Customer must apply the “Rock Solid Service Guarantee sticker on the bill of lading when the shipment is tendered to the Carrier. The said sticker must be clearly MARKED on the check box for either **AM** for “Guaranteed before noon delivery” or **PM** for “Guaranteed 4 pm delivery” depending on the service required. Sticker shall be affixed to the bill of lading in its appropriate section.
4. Rock Solid Sticker placed on the bill of lading without the check mark to signify the service required shall be considered to be a “Guaranteed before Noon Delivery”. This shall be inclusive of all the charges associated with the service.
5. Shipments must be ready for pickup at the regularly scheduled pick-up time that business day. The scheduled delivery is based on the date the pickup actually occurs and not on the date that the pickup was scheduled to occur and excludes missed pickups.
6. Charges for “Guaranteed before noon delivery” will be a 30% premium on net freight charges, based on the current pricing for the customer, subject to a \$50.00 minimum up-charge. Charges for “Guaranteed 4 pm delivery” will be a 20% premium on net freight charges, based on the current pricing for the customer, subject to a \$25.00 minimum up-charge.
7. Failure to deliver a shipment on the scheduled delivery day, subject to certain exceptions set forth in the Terms and Conditions, Manitoulin will automatically issue a zero dollar invoice for all shipment charges, without the necessity of a claim being filed. The carrier will attempt delivery of the shipment with reasonable dispatch in accordance with its scheduled delivery service.

8. Manitoulin Rock Solid Service Guarantee **DOES NOT** apply to the following:
- a. Shipments destined to indirect service points through agents or interline carriers
 - b. International shipments
 - c. Over-weight, Over-size and Over-dimensional shipments
 - d. Shipments requiring temperature controlled services
 - e. Shipments requiring re packaging, reworking or reloading caused by inadequate or improper packaging, labeling or loading by the Shipper
 - f. Shipments that are delayed due to missing, incomplete, inaccurate documentation or labeling
 - g. Shipments destined to convention/exhibition centers
 - h. Shipments containing personal effects or household items
 - i. Shipments involving ice road or air shuttle
 - j. Shipments that require special handling equipment for delivery (ex. forklift, crane or where the consignee does not have a regular dock or receiving facility or is delayed due to special requirements of the consignee).
 - k. Shipments destined for locations with limited service access
 - l. Shipments requiring appointment deliveries where the appointment time is different than the guaranteed time
 - m. Shipments that are held for consolidation
 - n. Shipments involving Manitoulin brokerage, intermodal or other special programs
 - o. Shipments tendered by customers with credit accounts not in good standing
 - p. Shipments held for inspection by Customs or government agencies or where other regulatory delays are incurred due to incorrect or missing information
 - q. Shipments exceeding 20,000 lbs in weight.
 - r. Shipments occupying more than 24 feet of trailer space.

9. If the failure to meet the scheduled delivery day is caused by events beyond the Carrier's control such as acts of God which makes the road impassible or the consignee's facilities in accessible including instances where portions of the highways, roads, bridges and/or tunnels are closed, obstructed or otherwise impassible during shipment; Force Majeure; labor disputes; riots; strikes; acts of terrorism; disruption of communication or hardware failure. Additional up-charge will not apply and **ONLY** the standard charges will apply.
10. Attempted delivery to a wrong address due to incorrect or incomplete Consignee information provided by the Shipper; or; due to *circumstances caused by Shipper or Consignee, the standard charges applicable to the Rock Solid service requested shall be implemented. *Circumstances include, but are not limited to, shipments caused by Shipper or Consignee delays or refused delivery for any reason. In the case of refusal, our driver will attempt to get the refusing party's signature, date, time and reason for inability to deliver.
11. Carrier shall have no liability for any indirect, incidental, consequential or OTHER special loss or damages resulting from its failure to meet the scheduled delivery date in accordance with the Terms and Conditions as set forth herein.
12. Manitoulin Transport reserves the right at its sole discretion; to cancel, revoke or amend the Rock Solid Service Guarantee, at any time without prior notice. In such cases, only the Standard Charges will apply.