

TERMS & CONDITIONS



MARTIN ROY TRANSPORT
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 Noranda, Québec
 J9X 7C8

Téléphone / Phone : 819-762-2620

Télocopieur / Fax : 819-762-3951

BILLING	Invoices will be produced and transmitted electronically without Proof of Delivery. A copy may be provided to you request by contacting invoicing@martinroytransport.com . POD copies can also be viewed online at www.martinroytransport.com . Should you have questions regarding invoicing, please contact invoicing@martinroytransport.com .
PAYMENT TERMS	Payments are due 15 days from date of shipment as noted on the invoice. Accepted payments are cheques, direct deposit, Visa credit card and Interac. Overdue payments will be assessed a credit fee of 2% interest by month (or 24% annually) as prescribed.
APPLICATION OF RATES	Quoted rates may be revised or withdrawn with 7 days notice if the terms and conditions are not adhered to. In addition, quoted rates may be withdrawn without notice should there be no activity on the quoted lane(s) in 30 days. Quoted rates and specific quoted accessorials take precedence to this accessorial table. In the absence of conditions, these terms and conditions will prevail.
CLAIMS	A notice of intention to claim must be sent to claim@martinroytransport.com in writing within 60 days following the final delivery, or in the 9 months following the date of shipping in the case of a non delivery of goods (Missing entire shipment). Freight Charges of the original move must be paid in full before claims can be finalized. The Claims Department may authorize a replacement order to move at no additional cost provided it moves via MRT.
REQUIRED DOCUMENTS FOR CLAIMS	Claim form is available by contacting claim@martinroytransport.com , after completion, it must be return with supporting documents to the carrier.
PACKAGING	All products shipped must be packaged in accordance to accepted industry standards. Un-packaged, or product not adequately packaged for shipping will move at owner's risk of damage with no liability to the carrier.
FINES & PENALTIES	Martin Roy Transport does not accept liability for any fees, fines or penalties imposed by shippers, consignee, agents or payors for any reason.
RIGHTS OF SALVAGE	If the merchandise is not available, the claim is nullified with no compensation made to the claimant.
RESPONSABILITIES OF THE CARRIER	The carrier is not responsible for damages or loss to a shipment unless proven negligent in causing the damage or loss. The responsibility of the carrier is limited to less of the following: 1. The value of the goods. 2. The cost of repairs including labour and parts. 3. The maximum liability of \$2.00 CAD per lb. actual weight. 4. The declared value on the endorsed bill of lading at time of shipment. The cargo value remains the claimants cost price, not the retail or sale price of the goods. To support the the claimaint must provide thesupplier invoice or manufacturers cost of the goods. The labour cost is not to exceed \$25.00 per hour.
DAMAGE TO THE GOODS OR VISIBLE LOSS	A damage or visible loss indicates that such damage or loss was visible at time of delivery. Any discrepancy concerning the shipment must be noted on the delivery receipt in the presence of the driver. Be specific and precise with indicating the description of the shipment. * Note: Marking "Subject to Inspection" or "Possible Shortage/Damage" is not indicating a damage or a loss. These notes are not acceptable for submitting a claim.
AT OWNER'S RISK	The following articles are not accepted for transport by the carrier based on the inherent nature of the goods. If inadvertently shipped, the carrier does not accept liability for any damages or losses incurred. - Glassware, Granite or Marble items that are susceptible to breakage in transit. - Unpackaged or badly packaged items not to acceptable industry standards. - Explosives, Carbon Blacks, Bio-Hazardous Materials, Waste Materials or any articles that may risk contamination of the unit are not accepted. - Consumer Use Ammunition is accepted. - Re-Packaged products by the shipper. - Fragile items . - Any recreational or personal use products not in the original manufactures' packaging, such as but not limited to ATV, Snowmobiles, Motorcycles, Bobcats, Kayaks, Canoes, Scooters, - All used goods. - All items shipped at Owner's Risk Of Breakage or Damage (ORB, ORD) will be moved with no liability to the carrier. - All items subject to deterioration of separation when below zero degrees Celsius whether heated or not is subject to owner's risk (ORD). - All Heated Freight is considered at owner's risk whether heated or not. Liability for frozen or congealed goods will not be accepted. - Damage or loss of a concealed nature. - All freight shipped to or from "unattended sites".
All rates and charges are based on availability of equipment at time of shipping. No Guarantees are expressed or implied.	
No claim will be accepted if the discrepancies or conditions are not noted in writing on the BOL or Delivery Receipt at time of pick up or delivery. Claim Amounts must meet or exceed the minimum claim amount of \$50.00 to be considered or will be declined.	

Please acknowledge in writing below your understanding and acceptance of the above terms. This must be accepted in 30 days or will be null and void. Should freight be tendered without a signed copy being received, that will be construed as acceptance of these terms and conditions.

Acceptance of the above Terms & Conditions

Company Name: _____

Contact Name: (Printed) _____

Contact Signature and Acknowledgment: _____

Dated: _____