



Coast Line Service Guarantee

If your shipment is not delivered on time according to the service times published in Coastline's service schedule, 100% of the freight charges will be credited to your account, subject to the following terms.

Terms

1. The guarantee applies to shipments picked-up within Midland's Scheduled pick-up times in the shipper's area.
2. The guarantee applies to shipments delivered within Midland's scheduled delivery times in the consignee's area. (Specific delivery hours listed on Bills of Lading at point of pick up will not be guaranteed)
3. The guarantee does not apply to shipments delivered by appointments.
4. The guarantee does not apply to shipments delivered by interline carriers.
5. The guarantee does not apply when a delay is caused by an act, default or omission of the shipper, consignee, any other party who claims an interest in the shipment, authority of law, vehicular accidents, strikes, severe weather conditions, highway blockage not within the control of Midland Transport, cancellation or delay of ferry transportation, cancellation or delay of bridge crossings and acts of God. Midland Transport will make all reasonable efforts to deliver shipments to their designated consignees as quickly as possible, considering the special circumstances involved.
6. Claims for loss of sales, profit, commission, and product quality resulting from ice meltage and/or reduction in value of product, if late delivery occurs, will not be accepted.
7. Should Midland Transport fail to deliver the complete shipment on-time, only that portion of the shipment not delivered on time may be entitled to a pro-rated credit of the applicable freight charges, subject to terms as outlined above.

Definitions

ON TIME SERVICE: Any shipment delivered on the day of scheduled delivery

Procedures

1. In the event of a dispute, the records of Midland Transport Limited concerning date of pick-up and date of delivery will apply.
2. In the event of a service failure, the account of the customer responsible for payment of freight charges, will be credited only after the following procedures are completed and the claim verified by Midland Transport. Under this Guarantee, Midland Transport will not accept or acknowledge any form of Contra against their Receivables.

Note:

*Claims must be submitted in writing outlining full details and accompanied by a copy of the shipper's Bill of Lading or delivery copy of the probill.

- Claims must be submitted within thirty (30) days of receipt of shipment.
- Claims should be sent to:

Midland Transport Limited
Attn: Coast Line Service Guarantee
100 Midland Drive,
Dieppe, NB E1A 6X4

This guarantee supersedes any and all past and present agreements, either written or verbal by any and all past and present Midland Transport employee(s). Guarantee Terms & Procedures subject to modification without advance notice.