

# The R. Diamond Group of Companies Inc.

## Terms and Conditions

Subject to all terms and conditions of our governing tariffs.

## Applicable Legislation

Conditions of carriage as prescribed by the legislation and regulations in force in the jurisdiction at the time and place of shipment are hereby incorporated by reference and apply to carrier services performed pursuant to these terms of service.

## Loss, Delay and Limitation of Liability

Unless specifically agreed to in writing prior to shipping the goods, the carrier shall not:

1. be liable for any special, incidental, consequential, indirect or other damages, including without being limited to loss of earnings, loss of profits or penalties of any kind, caused by misdelivery, failure to deliver or delay in delivery of a shipment, or part thereof, regardless of the cause of such misdelivery, failure or delay, including but not limited to negligence of the Carrier, its servants and agents, and fundamental breach of contract;
2. be liable for any loss, damage or injury to a shipment, or part thereof, in excess of \$2.00 per pound (\$4.41 per kilogram) per piece unless a higher value is declared in writing on the face of the bill of lading/waybill by the Shipper.
3. be liable for personal effects in excess of \$0.10 cents per pound per piece.
4. be liable for used machinery or uncrated merchandise (including motorized vehicles) in excess of \$0.10 cents per pound per piece.

This limitation of liability shall apply notwithstanding:

1. any disclosure of the nature or extraordinary value of the goods shipped;
2. the amount of any loss, damage or injury including, without being limited to, special, incidental, consequential or indirect damages, including loss of earnings, loss of profit or penalties, of any nature whatsoever.

**\* NOTE: Delivery times for all levels of service are not guaranteed and will vary with delivery distance, road and weather conditions.**

**\*\* For pickup and delivery purposes, business hours are considered 8:00AM - 5:00PM**

## Insurance

Additional insurance of 2.00 per \$100.00 (or fraction thereof) will be assessed on the declared value (if any). The Shipper has the sole responsibility of insuring the goods above the maximum available from the Carrier and the Carrier bears no responsibility for same. Without prior authorization in writing, the maximum declared value per shipment is \$5,000.00

## Notice of Damage or Loss

Any loss, damage or injury must be noted on the bill of lading/waybill at any time of delivery otherwise the Consignee's signature will constitute conclusive proof of goods having been delivered and received in good order and condition; except in the case of concealed loss, damage or injury, in which case notification of same must be received at any office of the Carrier within 48 hours after delivery and receipt of the goods. The Carrier shall not be liable for goods that are not properly packaged or crated, loss, damage or injury to any of the goods carried pursuant to these terms of service unless notice thereof, setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or injury is given in writing to and received by the origination or delivering carrier at any office of the Carrier within 60 days after delivery of the goods, or, in the case of failure to make delivery, with nine months from the date of shipment of goods. Further, the Carrier shall not be liable unless the final statement of claim is filed within nine months from the date of shipment of the goods together with a copy of the paid freight bill.

## Dangerous Goods

The Carrier shall not be liable for any loss, damage, injury or failure to perform to and arising from goods that are prohibited, restricted or required to be carried in special containers by CTC, IATA or otherwise, unless the Shipper fully discloses the nature of the dangerous goods and same have been properly contained and labelled in conformity with the applicable federal and provincial statutes. The Shipper hereby agrees to indemnify and save harmless the Carrier for all costs and damages of any nature whatsoever for its failure to disclose, label and/or properly contain dangerous goods.

## Entire Agreement

These terms of service constitute the entire agreement between the parties and no servant, agent or representative of the Carrier is authorized to add to, alter, modify or waive any provision of this agreement.

Signature of Customer \_\_\_\_\_

Date \_\_\_\_\_

# Commercial Credit Application

Please complete in full to expedite processing



## Company Information – All Fields Mandatory

|  |              |  |                                 |
|--|--------------|--|---------------------------------|
| Legal Business Name                        |              | <input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited Company<br><input type="checkbox"/> Other _____ | Year Business Established:      |
|  |              |  | Year Present Ownership Started: |
| Name of Principal (If Sole Proprietorship) |              | Nature of Business:  |                                 |
| Billing Address                            |              | Business Phone Number  | Business Fax Number             |
|  |              | Cellular Phone Number  | Shipping Manager Name           |
| OFFICE USE ONLY                            | Credit Limit | Account #  | SHIPPER'S EMAIL                 |

## Full Names and Addresses of Principals, Partners or Company Officers

|      |                     |            |         |
|------|---------------------|------------|---------|
| Name | Position/Occupation | Home Phone | Address |
| Name | Position/Occupation | Home Phone | Address |

## Company Banking Information

|           |                |      |          |             |
|-----------|----------------|------|----------|-------------|
| Bank Name | Branch Address | City | Province | Postal Code |
|-----------|----------------|------|----------|-------------|

## Reference Information

| Name | Address/Location | Account # | Telephone Number | Accounts Payable Email | Accounts Payable Fax # |
|------|------------------|-----------|------------------|------------------------|------------------------|
|      |                  |           |                  |                        |                        |
|      |                  |           |                  |                        |                        |
|      |                  |           |                  |                        |                        |

## Additional Information

|   |   |                            |
|---|---|----------------------------|
| Salesperson Name/#:   | Email Billing Address:  | How did you hear about us? |
| Diamond Referral Number:  | Estimated Monthly Shipments:                                    | Max Credit Required:       |
| Type of Service: <input type="checkbox"/> Cartage <input type="checkbox"/> Parcel | Do you require Purchase Orders: YES <input type="checkbox"/> NO | Other:                     |

## Agreement

By applying for a Diamond Delivery Commercial Account and for the purpose of granting credit and providing credit services, I consent and give authority to The R. Diamond Group of Companies, LTD to make the usual credit inquiries any time in connection with the credit applied for. I further agree to disclose personal information to other credit grantors, reporting and collection agencies, affiliated companies, financial institutions, card embossers and electronic bill presentment service providers. I also agree, unless I request otherwise, that Diamond Delivery may use my information for the purpose of informing me about products or services available from Diamond Delivery. The undersigned agrees to abide by the allowed credit terms, which may be changed from time to time, and understands that a late payment charge will apply to overdue accounts. As per the Motor Carrier Act, freight will be covered at \$2.00 per lb. Unless a higher value has been declared on the face of the waybill by the consignor. Declared Value Insurance, will be charged at \$2.00 per \$100.00 of declared value. Maximum declared value per shipment is \$5,000.00 without prior authorization in writing. Past due term is 15 days from receipt of invoice. The undersigned agrees that it will periodically provide to Diamond Delivery that financial information or security deemed necessary by Diamond Delivery to support any credit extension. If during the life of any agreement with Diamond Delivery the undersigned's financial capacity becomes impaired or unsatisfactory to Diamond Delivery, in the sole judgment of Diamond Delivery, advance cash payment or security satisfactory to Diamond Delivery will be given by the undersigned on demand by Diamond Delivery and shipments/deliveries may be withheld until such payment or security is received. The undersigned acknowledges that the account will be used primarily for business purposes and agrees to Diamond Delivery's terms and conditions set forth on our webpage and bill of lading.

Signature of Customer

For:  
Print Company/

Authorised Signing Officer

Partnership Name

Print Name & Title

Date

Please complete & mail or fax to: The R. Diamond Group of Companies, Ltd 13350 Comber Way, Surrey B.C. V3W 5V9

Fax: 604-635-2004.