



# PINNACLE LOGISTICS SOLUTIONS

## GENERAL TERMS & CONDITIONS

P: 226.243.2543

E: [info@pinnaclelogistics.ca](mailto:info@pinnaclelogistics.ca)  
[pinnaclelogistics.ca](http://pinnaclelogistics.ca)

36 Water St. S.  
Cambridge ON  
N1R 3C5

# GENERAL TERMS & CONDITIONS

## 1.0 GENERAL TERMS & CONDITIONS

Quotations are subject to Pinnacle Logistics Solutions Terms & Conditions set out below. Customer shall be deemed to have received these Terms and Conditions upon supplying us with a Memorandum of Understanding (MOU) for the referenced scope of work. Any Terms and Conditions listed here will prevail over any discrepancies or inconsistencies of any other documents.

## 1.1 PROPOSAL INFORMATION

This quotation is based on information provided at time of quotation and is subject to revision or alteration should the actual conditions, weights, or dimensions differ from such information.

## 1.2 DELAYS

Pinnacle Logistics Solutions shall not be responsible for any delays, losses, or damages occasioned by the delays in the performance of its obligations, whatever the cause, being beyond the direct and reasonable control of the Company, including equipment failure, weather, acts of GOD, permit delays, etc.

## 1.3 EQUIPMENT AVAILABILITY

This quotation is subject to equipment availability. In no way has the Company guaranteed it can move the load(s) within the customer's schedule unless this is specified in the budget quotation. If so, condition 1.2 will still apply.

## 1.4 INSURANCE

This quote (and our Bill of Lading) includes Cargo Insurance up to \$2.00 per pound with an aggregate limit of \$500,000.00 CAD. The Company assumes no liability beyond this limit unless a higher value has been declared and accessorial charges have been agreed to prior to commencing the work. In the event that optional insurance is selected, this clause does not apply.

## 1.5 OPERATION

Unless stated otherwise, loading and unloading is for the account of others. Budgetary quote allows two free hours loading and two free hours unloading. Excess time will be billed at applicable hourly rates. Loading time includes time for tarping, if required, and waiting for shipping and customs documents. Pinnacle's equipment shall at all times be operated in accordance with the Canada Labor Code, Part 2 and the Federal Regulations.

## 2.0 ROAD TRANSPORTATION

### 2.1 ROAD TRANSPORTATION

Any wire lifting, utility clearances and approvals, police escorts, bridge surveys, and engineering if required will be billed extra at cost plus 12%. Suitable ground conditions must be maintained, meeting or exceeding the requirements of AASHTO H20. If any additional towing or pushing of Pinnacle's equipment is required because of inadequate site conditions, including elevations, additional costs incurred (including any costs of repairing our equipment) will be billed extra at cost plus 12%.

### 2.2 PERMITS

Quotations are conditional upon permit approval by all governing authorities and on suitable routing. Quote is void if permit applications are rejected. Pinnacle may, if permitting is rejected, provide an alternate solution at the Customers request. Also please note that all permits are subject to bridge analysis and engineering. If for any reason a structure along any proposed route is deemed unsafe, this quote will become void. Pinnacle reserves the right to renegotiate this quotation if any of the instances outlined in 1.6.2 become applicable. Should any jurisdiction require a Traffic Management Plan or similar document, it will be provided.

### 2.3 ACCESS

Quotations are conditional on site accessibility for standard or specialized equipment. It is the shipper and receivers responsibility to provide clear access into and out of the jobsite or loading/unloading areas and to get the load to or from our equipment. Pinnacle Logistics Solutions assumes no liability whatsoever for loss or damage to the site, roadway, approaches, services, or fixtures due to the weight or size of the vehicle or load. The customer warrants that the soil, pavement, or any structure of the jobsite or surrounding area can withstand the weight of Pinnacle's equipment, loaded or not, and moving or not, as well as any vibration that may come there from. If the worksite is inadequate to provide clear access to or support the heavy equipment, or if the surface or subsurface necessitates reinforcement and/or relocation, such operations and coordination of the same shall be for the account of others and be performed in a timely manner. Delay charges may occur.

### 2.4 EQUIPMENT

Some specialized trailers require assembly/disassembly on site. The shipper/receiver will assist with crane or forklift at their expense.

### 2.5 PRIVATE ROADS

Road User Agreements, and any other required approvals or clearances, including bridge approvals, must be obtained by others at their expense.

## 2.6 PUSH TRUCKS

Push Trucks are specially equipped highway tractors that are designed to assist heavy loads during loaded travel—especially in mountainous terrain—safely and efficiently negotiate hills and corners. At times, they are a requirement of the particular jurisdiction through which the permitted load is traveling. Should they be a permit requirement, or an operational need in order to reduce travel times, they will be supplied at an additional cost to be negotiated, depending on origin location.

# 3.0 SPECIAL TERMS

## 3.1 VALIDITY

This budget quote is valid for 45 days unless specified otherwise.

## 3.2 HOURS OF OPERATION

Pinnacle Logistics Solutions shall perform the work, during regular business hours, in accordance to a schedule mutually agreed upon, Monday through Friday 06:00 to 18:00 hrs. Should Pinnacle be required to perform outside of these hours, a shift premium of \$75.00 per hour may apply per Pinnacle’s technician.

## 3.3 PAYMENT

Customer shall make payment to Pinnacle following completion of each mutually agreed-upon milestone. All payments are due no later than 30 (Thirty) days of receipt. All payments beyond 30 (Thirty) days will be subject to 2.5% charged monthly.

## 3.4 SITE VISIT

If a site visit/route study is required prior to mobilization to confirm equipment access and operating areas, it will be billed at cost plus 12%. If multiple visits are required, this charge shall be per visit.

## 3.5 ORIENTATION

Pinnacle Logistics Solutions crew site orientation will be charged at applicable rates.

## 3.6 MOBILIZATION / DEMOBILIZATION

Cargo shall be grouped and scheduled such that mobilization/demobilization costs are kept to a minimum. Pinnacle’s quotation includes for only one mobilization/demobilization.

### 3.7 WEATHER DELAYS

Delays caused by weather, (including temperature referenced in 3.7), Acts of God, customer or site constraints, permit conditions, or any other cause beyond the control of Pinnacle Logistics Solutions, exceeding any 1 day consecutively, will result in demurrage charges for each respective piece of equipment affected, including the ancillary operators and/or support staff including operators, drivers, escorts, labor, supervisors, etc.

### 3.8 TEMPERATURE DELAYS

Most of the equipment used in the carriage of the listed components requires the use of complex hydraulic steering and lifting systems, and as such is susceptible to mechanical failure if operated in extreme temperatures. In order to prevent failure and serious safety risks associated with potential failure, all transport operations of the listed components will cease if temperature at the respective jobsite falls below (-30 degrees Celsius) or above (35 degrees Celsius). Any resulting delays will be deemed as weather delays. Operations will resume once temperature reaches a minimum of above (-25 degrees Celsius) or below (30 degrees Celsius). The temperature will be determined by the respective supervisor in charge of the specific jobsite, in consultation with the EPC Contractor, or their designate.

### 3.9 CONTRACT CANCELLATION

Cancellation of a Contract is subject to a Cancellation Fee of 15% of the total contract award amount.

### 4.0 LIQUIDATED DAMAGES

This quotation provides for specified time periods of operation, including mobilization and de-mobilization of equipment. With the exceptions outlined in schedules, should the project timeframe exceed the negotiated timeframe, an additional charge per day or another pre-determined amount, for each affected piece of equipment, shall apply for lost opportunity and schedule conflicts with other projects that Pinnacle may or may not be obligated too.

### 4.1 SITE LABOR

Additional labor, as required to reduce operational times for loading or unloading, can be supplied at additional cost to be negotiated. Should Pinnacle Logistics Solutions be required to hire any trade to abide by any local collective bargaining agreement and/or jurisdictional agreements, they shall be provided by the customer at no cost to Pinnacle or billed at a cost plus 12%.