



## MOSAIC SERVICE TERMS AND CONDITIONS

### Application of these Service Terms & Conditions

1. Subject to the terms of any applicable signed written agreement between the parties, these Service Terms and Conditions govern your access to and use of this website and all transportation related services offered by Mosaic Logistics Inc. ("Mosaic"). You (hereafter either "You" or "Customer") agree that all services offered by Mosaic are subject to and incorporate the following Terms and Conditions. The reference to "You" or "Customer" in these Service Terms and Conditions shall include any third party who is an owner of, or asserts rights over any goods being shipped and any party other than You who tenders goods to a carrier for shipment at a point of origin.
2. By accessing or using the Site, by placing an order for services, or by tendering goods (the "Goods") to Mosaic, Customer agrees on behalf of itself and any company or organization that it represents that it has read and accepts these Terms and our [Privacy Policy](#), which are published at [www.mosaiclogistics.com](http://www.mosaiclogistics.com) and which can be made available upon request. If you do not agree with these Terms or our [Privacy Policy](#), do not access or use the Site or our services.
3. Mosaic reserves the right to modify, amend or supplement its rates, the nature of its services and these Terms and Conditions without notice.

### Mosaic's Obligations

4. Mosaic is a broker intermediary. It is not a carrier of goods. Mosaic arranges the carriage of freight by reputable independent third party motor carriers.
5. Customer acknowledges that the insertion of Mosaic's name or appearance on shipping documents including bills of lading and labels does not represent or imply it is acting in the capacity of a motor carrier.

### Customer's Obligations

6. Customer must:
  - i. Timely communicate, in writing, pickup and delivery time requirements to Mosaic
  - ii. Provide a proper bill of lading with all pertinent information, including but not limited to shipper's and consignee's full name, address, phone numbers, prepaid/collect or third-party billing, number of skids and/or pieces, total weight and/or cube, appointment time, and any special delivery, handling, storage, and security instructions.
  - iii. The Bill of Lading shall be signed in full (not initialed) by the shipper and by the carrier as an acceptance of all terms and conditions contained therein.
  - iv. On each article covered by the Bill of Lading there shall be plainly marked thereon by the shipper, the name of the consignee and the destination of the goods.
  - v. **Ensure the receiver of the goods notes any damages/shortages on the Proof of Delivery. If damages are found after the delivery is completed, the carrier and Mosaic should be notified immediately.**
7. Customer represents and warrants that it tenders transit-worthy Goods for the intended carriage, properly packed to withstand the rigours of transportation, that it has properly identified all Goods, that it has notified Mosaic in writing of all applicable laws, regulations, and instructions governing the Goods, and that the tender is in full compliance with declaration, marking, and other requirements of the respective U.S. and Canadian Customs Services, the U.S. Food and Drug Administration and Health Canada, and any other statutes, rules, and regulations of any Federal, state, provincial, or local authorities applicable to Customer's Goods, including without limitation applicable to the transport of hazardous or dangerous Goods.
8. Customer agrees to defend, indemnify, and hold harmless Mosaic, its affiliates, and their directors, officers, owners, employees, contractors, representatives, consultants, agents, suppliers, licensors, successors, and assigns (together, "Mosaic") from and against any claims, liabilities, demands, complaints, actions, losses, damages, settlements, judgments, penalties, fines, costs, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with (a) its access to or use of the Site, including any misuse of or reliance on any content, material, data, or information viewed or otherwise accessed using the Site, (b) its submission of information, documents, or other content through the Site or to Mosaic, (c) its negligence, willful misconduct, or fraud, (d) its performance or breach of these Terms or any other applicable agreement, or (e) its violation of any Federal, State, Provincial, or other laws or regulations. Mosaic reserves, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.

### Rates and Payments

9. Customer agrees to be bound by the terms of a Credit Application signed by it and Mosaic, the same being incorporated into this Agreement. In the event of any conflict the terms of these Service Terms and Conditions will govern to the extent of any inconsistency.
10. Customer agrees to be unconditionally liable for all charges, fees and costs any authorized person incurs on Customer's account net 30 days from date of Mosaic's invoice, without offset for any disputes or claims, including freight claims, overcharges, duplicate payments, and or disputed invoices.
11. All Quotations and Customer confirmations are subject to equipment availability. Broker does not guarantee equipment availability unless specifically stated in writing.
12. All freight rates are based on the information provided. The rates will change if any of the details change when the freight actually moves. It is the responsibility of the shipper to show correct shipping weights on the Bill of Lading. Where the actual weight of the shipment does not agree with the weight shown on the Bill of Lading, the billed weight will be subject to correction by the carrier. Accessorial charges will be applied when accessorial services are required, whether or not the accessorial is noted on the original Bill of Lading.
13. Per hundred weight Canadian domestic shipments are based on a minimum density of 10 pounds per cubic foot (i.e. 48"x48"x48" = 64 cubic feet @ 10 lbs. = as 640 lbs weight). Shipments occupying 10 feet or more are subject to 1000 pounds per linear foot unless otherwise specified in writing. All shipments will be cubed at actual dimensions and /or floor space occupied.
14. All shipments are subject to applicable taxes (ie. GST/ HST/ QST) and they are not included in rate quotations.

**Carrier Liability for Loss or Damage to Cargo***Cargo Originating from a Point in Canada*

15. Carrier liability for cargo loss or damage arising from services that involve an origin point in Canada are generally governed by the prescribed "uniform bill of lading" or similar deemed contract of carriage terms and conditions in effect in the province of origin, or where there is no such legislation, in accordance with applicable common law. Where the "uniform bill of lading" is in effect in a province of origin as a general rule subject to there being a "declaration of value" by a shipper a motor carrier's liability for cargo loss or damage is the lesser of i) \$2 Canadian per pound based on the weight of the shipment actually lost or damaged or ii) the value of cargo at the time and place of origin. Where a value is declared to a carrier the carrier's liability for cargo loss or damage is the lesser of the declared value or the amount of the loss or damage.

16. Customer may opt to declare a value for the purposes of paragraph 15 above to arrange for an increased amount of carrier liability as may be applicable under governing motor carrier cargo liability laws. Should Customer wish to exercise this option it or its representative tendering freight to a carrier at the point of origin must write the declared value in the designated space on the bill of lading or other similar transportation document issued by Carrier for the shipment.

17. Customer acknowledges that declaring a value on a carrier issued bill of lading might result in a freight surcharge from the carrier and that any freight invoice from Mosaic to Customer will include such freight surcharge which will be payable by Customer.

*Cargo Originating From a Point in the United States*

18. Carrier liability for cargo loss or damage arising from services that involve an origin point in the United States is generally governed by 49 U.S.C 14706 (the "Carmack Amendment") which generally provides for recovery of the amount of actual loss or damage to cargo.

*Special Carrier Terms – Cargo Loss and Damage*

19. Customer should note that:
  - i. Further to paragraph 18 above, some carriers who carry freight from an origin point in the United States limit liability to \$2 per pound in the same manner as set forth at paragraphs 15 and 16 above. Where a Customer is concerned that carrier liability of \$2 a pound for cargo loss or damage will be insufficient coverage it should make inquiries of a Mosaic representative and consider making a declaration of value to the carrier if applicable.

- ii. Some carriers limit their liability to a maximum amount as low as \$50,000. Where a Customer is concerned that carrier liability for this or other maximum amount of cargo loss or damage is insufficient it should make inquiries of a Mosaic representative.

*Time Limits for Filing Cargo Loss or Damage Claims on Carriers*

20. Customer should note that the general time period for filing claims on carriers is i) 60 days from the date of shipment from a Canadian point of origin and ii) 9 months from the date of shipment from a United States point of origin.

**General**

21. In the event of any inconsistency or conflict between these Terms and any Rate Quotation ("Quotation") issued by Mosaic, the Quotation shall govern, the same being incorporated into this Agreement.

22. If Mosaic is prevented or delayed from performing any of its obligations hereunder by reason of any act of God, strike, threat of imminent strike, walkout, labour disruptions, fire, war, insurrection or mob violence, acts of terrorism, requirement or regulation of government, unavoidable casualty, epidemic or pandemic, collision or upset or other reason, whether similar to dissimilar to the foregoing, beyond its reasonable control and in any such event such failure to perform shall not be deemed a breach of its service mandate from Customer. In the event that the performance of any of Mosaic's obligations be so prevented or delayed they shall be suspended during such period of disability, and it shall use reasonable diligence to remove such causes of disability as may occur from time to time.

23. Customer agrees that in no event shall any liability of Mosaic exceed an amount of \$CAN 100,000 in respect of any claim arising from or related to the provision of (or the failure to provide) any of its services for Customer.

24. In no event shall Mosaic be liable to Customer for non-compliance fines, consequential, special, or indirect losses or damages whether for delay or otherwise, or for damages of an incidental, exemplary or punitive nature including but not limited to loss of use, market, goodwill, or profits which arise from the performance or non-performance of the services contemplated herein.

25. If any provision of these Terms is held to be invalid or unenforceable in any jurisdiction, that provision will be ineffective in that jurisdiction to the extent of the invalidity or unenforceability, without invalidating any other provision of these Terms. The headings in these Terms are for convenience only and will not affect the construction or interpretation of these Terms.

26. Mosaic is an independent contractor. These Terms do not create any agency, partnership, joint venture relationship, other form of joint enterprise, employment, or fiduciary relationship between the parties, their affiliates, or their respective employees, contractors, or agents.

27. Customer agrees that these Service Terms and Conditions and any and all services provided by Mosaic are governed by the laws of the province of Ontario. In the event of any claim or dispute arising from the services offered by Mosaic, Customer agrees to submit same to the courts of Ontario, Canada which shall have sole and exclusive jurisdiction over same.

28. Terms of payment – Net 30 days when credit is established with Mosaic.

**Personal Information**

29. Personal Information:

- i. Customer shall not transfer or otherwise make available to Mosaic any personal data or personally identifiable information (as such terms are defined in the CASL, the GDPR or any other applicable privacy laws) unless Customer has obtained a valid consent from the relevant data subject in accordance with the terms of the CASL, GDPR or any other applicable privacy laws permitting such transfer and the use by Mosaic (being based in Canada) and its subcontractors of such personal data or personally identifiable information as required for the performance of this Agreement.
- ii. Customer will defend and indemnify Mosaic from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or relating to (1) a breach of this Agreement by Customer; and (2) the intellectual property rights or privacy rights in any of Customer's Data and any violation by Customer of any applicable privacy law."



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30. To the extent that any personal information is shared with Mosaic which requires the consent of the end user; the customer agrees they have the legal right to give us that information.

Please contact Mosaic at (888) 291-4442 or [customerservice@mosaiclogistics.com](mailto:customerservice@mosaiclogistics.com) with any questions.