



# Garner Enterprises

*Responsible Transport*

## Overview

### Standard Operating Procedures (SOP)

Garner Enterprises adheres to the Rail Carriers' Standard Operating Procedures as outlined on their respective websites. By agreeing to ship with Garner Enterprises the client agrees to also adhere/follow/maintain these procedures. Failure to adhere to these SOP's will result in supplemental fees as outlined in Intermodal Supplemental Tariffs.

By sending shipping instructions to Garner Enterprises for a shipment to move on a Rail Carrier, you are agreeing to and accepting the terms and conditions published by the Rail Carrier in effect at the time you send the shipping instructions.

### Definition of Parties

For the purposes of the following document, the client shall refer to the purchaser of freight forwarding services from Garner Enterprises.

The railways being CP and CN referred to as Rail Carrier.

The party that loads the commodity or shipper referred to as the shipper.

The owner of goods referred to as beneficial owner.

If a broker is retained by the client referred to as client's broker.

Contents:

### SAFETY

### INTERMODAL SUPPLEMENTAL TARIFFS

### CLAIM/DISPUTE PROTOCOL

### SAFETY

Garner Enterprises operates at the same high safety standards as the rail carriers and we pass that responsibility on to our clients and the shipper.

The client, client's broker and the shipper agree to abide by the safety standards outlined by the rail carriers, the AAR and ISO. Garner Enterprises is not responsible for any claims arising from failure to abide by these guidelines.

Garner Enterprises is not responsible for the loading of any container.



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Safety starts with you. It is important to remember that you are responsible to ensure your shipment is loaded safely, meeting any and all requirements. You are liable for any and all consequences of a shipment that is not loaded properly including but not limited to damage, theft, injury, or fatalities.

The following list summarizes your responsibilities to ensure the safety of your employees, your shipment, as well as the rail carriers' employees and the communities through which your shipment will travel:

- Stay up to date and abide by regulations, laws, and requirements in effect for the areas your shipment will travel through, especially those specific to the commodity you're shipping.
- Aware of and adhere to restrictions in effect, such as restrictions in Intermodal Safety Standards and Restricted Commodities (links below)
- Follow Rail Carrier's Standard Operating Procedures (SOPs) if you require a copy of an SOP please email the request to Garner and we'll provide one.
- If on inspection at loading the equipment is not acceptable, and believed to have defects that may affect your load, the burden lies on the shipper to bring this to attention and has the option to not load.
- Ensure the shipment's weight remains within the equipment load limit and is evenly distributed as per SOP.
- Block and brace, securely close all gates, doors, hatches, etc as per SOP.
- Ensure that all seals are applied at time of loading.
- Ensure the exterior of the equipment is clear of debris, product, or other accumulation if there is uncertainty about the condition of the equipment and how it may affect the goods in transit the shipper has the right to not load the container.
- Ensure that pre-tripping for chilled & frozen goods has taken place in accordance with the SOP of the carrier, shipper or ocean container supplier.

## Links to Safety Guidelines

AAR Circular No. 42-K "General Rules Covering Loading of Carload Shipments of Commodities in Closed Cars"

<http://bit.ly/1dib6K9>

AAR Circular 43-D "Rules governing the loading, blocking and bracing of freight in closed trailers and containers for TOFC/COFC service"

<http://bit.ly/1ivuK53>

Appendix to Tariff 1 Intermodal Safety Standards and Restricted Commodities

<http://bit.ly/188QLVO>



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## **INTERMODAL SUPPLEMENTAL TARIFFS**

### **Shipping Documentation**

Changes & Corrections \$115.00 per container

We understand that plans change and sometimes a correction or amendment to the original shipping instructions is required. If you need to change the instructions after your shipment has entered the rail carrier's terminal at origin, this fee will apply. Changes impacting the physical handling of the container will be assessed, a diversion fee may apply.

### **Unsafe or Improperly Loaded Item**

\$3000.00 assessed to billable party

This charge is for the management and coordination of the existing and, or, emergent problem, and it applies in addition to other applicable charges. Some examples of an unsafe or improperly loaded container where this penalty would apply:

- A unit that has been overloaded, has shifted, is imbalanced, or is not properly secured.
- A unit spilling, or leaking (ex. wet blues )
- A unit containing hazardous material or residue identified moving on rail carrier for which proper shipping instructions and documentation was not provided.

### **Adjustment**

Costs + 25% minimum \$500.00 per shipment

Where the rail carrier is coordinating or providing more than a simple task relating to equipment or a shipment, this charge applies in addition to other applicable charges. A few situations where this charge would apply:

- Readjusting, transferring, securing, re-packing, or reducing a shipment.
- Special handling requirements for shipments that could not continue moving.
- Repairing or cleaning equipment or clean-up of leaked/spilled materials.
- Furnishing labour and/or materials for an adjustment related to a shipment.

### **Driver Wait Time**

\$15.00 per 15 minute period or part thereof, per container assessed to the billable party



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When a driver is required to wait at a facility longer than two hours from the time of arrival at or just outside the facility. Driver wait time starts when the driver arrives at a facility awaiting entry and ends when the driver receives signed paperwork and is instructed to depart with the sealed (if loaded or partly loaded) container. It is the shipper/consignee's responsibility to ensure that the paperwork provided is completed with times and signature and returned to the driver. Reasons for waiting may include but are not limited to:

- Waiting for a dock, gate, paperwork, or entry to the facility.
- Waiting for loading, unloading, acceptance, release, etc.

## **Extra Deliveries**

\$135.00 to process an extra delivery or a re-delivery, within local city limits, per container, in domestic railway supplied service, plus fuel costs assessed to the billable party

This fee applies for an additional pick-up, delivery and/or re-delivery and orders that are cancelled after the unit is delivered to the customer within the same city. Pick-ups and deliveries (P&D) outside local limits will be subject to an additional charge and must be on a live (un)load basis. Up to three local deliveries may be requested.

## **Extended Asset Use**

Rail Carrier Owned Equipment:

Once shipment arrives in terminal 2 free days/48hrs are included.

Additional fees are as follows:

Dry Container \$75 per day\*

Heated/Cooled Containers \$150 per day\*

\*If time in terminal exceeds 5 chargeable days, additional fees will apply., fees may vary depending on the carrier.

Privately Owned Equipment:

\* Separate rates and conditions apply.

## **Returning Equipment Unfit for Loading or to Wrong Terminal**

\$400.00 per container assessed to the billable party additional fees for cleaning and repairs may apply

Returning a container or chassis to a different terminal than it was picked up from, or when equipment has been used and is released or returned to the rail carrier in a condition that is damaged, or not completely clean, unloaded, clear of debris and other material, or otherwise not suitable for use by the next customer, this penalty applies.



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## **SOP FOR CLAIMS AND DISPUTES**

### AGREEMENT & PAYMENT TERMS

Amounts claimed for loss or damage may not be deducted from any freight bill issued by 2012523 Ontario Inc. operating as Garner Enterprises (Garner).

In no event shall Garner be liable for any amount claimed that cannot be claimed back from the rail carrier.

If required Garner will manage the administration between the rail carrier and the purchaser of freight services from Garner, not the beneficial owner. Garner's relationship is with the client, meaning the purchaser of freight.

Payments for agreed losses will be paid to Garner by Rail Carrier and then forwarded to the purchaser of freight.

In the event that the rail operator requires an assignment for Garner to act in the interests of a claimant it then becomes the responsibility of Garner's freight buying client to obtain the signing power of the beneficial owner.

Garner assumes no liability when assigned a case by a beneficial owner, rather Garner is acting on behalf of the client in an administrative role.

All outstanding invoices to Garner will be charged a rate of 1.5% monthly.

The rules and regulations for liability that both CP, CN and Garner adhere to are based on AAR guidelines and outlined in :

- *CP Guide to Products and Services Tariff 1*. The liability section of this document for rail moves may be reviewed <http://bit.ly/1b8BZhY>
- *CN T 6800-H (En) Rules and Regulations for Rates and Acceptance of Intermodal Traffic*.  
<http://bit.ly/1c3jnwt>

In no event shall Garner be liable for any indirect or consequential damages, including without limitation, loss of revenue or profits which are based upon, arise out of, or are connected with the transportation of commodities or anything done or maintained hereunder or anything not done or maintained as required hereunder, even if such damages were foreseeable.



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Garner will not be liable for the rejection of goods due to off-temperature or variances or visible deterioration. Rail Carriers do not provide or release confidential reefer mechanical operation down load reports, so in turn neither does Garner. There are time temperature recorders on the containers and these may be referred to in lieu of download reports. These are good reference guides.

Garner will not be liable for goods due to expiration of shelf life or delay while in transit.

Garner will not be liable for a shipper who may ship goods that are already beginning to decay. Garner and carrier partners follow BOL temperature directions and agree to deliver based on those temperatures.

In no event shall Garner or any of the Carrier(s) be liable to the claimant for any indirect, consequential, punitive or special damages or legal fees.

The onus is on the shipper/receiver to prove loss, damage or contamination to lading.

There shall be no presumption of Garner fault for the loss, damage or delay of cargo. The burden of proof to establish the culpability of Garner is upon the claimant. Garner is not liable for any loss, damage, delay of cargo, except where Garner's intentional act or omission, gross negligence or simple negligence is the direct and proximate cause of the injury.

Shipper is responsible for proper and lawful packaging, loading, stacking, blocking, bracing and ventilation of the cargo. Shifting of a load en route is, of itself, not evidence of Garner mishandling. If a car without mechanical protection against heat and cold is requested by the shipper/consignor, Garner is not responsible for the deterioration of the product which may occur because of temperature within the car.

Garner does not monitor for seal compliance.

- 1) Garner/CP will not be liable for the rejection of goods due to off-temperature when no problem occurred with the running of the mechanical unit.
- 2) To adhere to Garner/ Rail Carrier *Standard Operating Procedure* (SOP) which makes the shipping facility responsible to inspect railcars and intermodal containers before loading to ensure 'set temperature' is at required setting for the Customer's Quality Assurance and the rail car is within 3 degrees Fahrenheit of set temperature and ensure unit is in the designated running mode (i.e., stop/start or continuous run).



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The limitations of liability contained in this contract shall apply notwithstanding that the negligence of Garner/ Rail Carrier, its servants, agents or employees may have caused or contributed to the loss, damage or delay.

## Amount Claimable

The amount claimable under the Canadian Bill of Lading is limited to the value of the goods (including freight charges and other non-refundable charges) at time and place of shipment in the quantity shipped. The \$2 per pound up to \$50,000 is the standard recognized by Garner and Garner rail operator partners.

## Time Frame for Filing

ANY claim for in-transit damages or shortages MUST be reported to Garner Enterprises Quality Assurance Department at time of delivery. Under Garner claim period receiver should notify Garner at time of opening doors so a claim exception number can be generated and date stamped with date of arrival. Notice may be given by voice by calling 416.484.7207 or written by email [info@garnerenterprises.ca](mailto:info@garnerenterprises.ca) and [order@garnerenterprises.ca](mailto:order@garnerenterprises.ca) ALWAYS GET A CONFIRMATION RECEIPT OF EMAIL OR VOICE MAIL. **Include digital photo of damages.**

If this step is not taken, Garner will refer the claimant directly to the Rail Carrier damage prevention team to handle the administration of their claim directly with the rail provider.

Inspection should be arranged within 8 working hours of delivery.

## Destruction of Goods

Reasonable cause for destroying or disposing of any produce exists when the commodity has no commercial value or when it is to be discarded by order of inspection. Arranging for the destruction of goods is solely the responsibility of the beneficial owner, Garner cannot be responsible for ordering destruction of goods.



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## **Required Items and Information to Provide to Garner in the Event of a Claim:**

- Reporting party's name, address, phone number
- PO Receiver/ GE # / PU Shipper
- Container # example: CPPU683865
- Date of arrival
- Shipment details including Shipper, Consignee, Origin, Destination
- Itemized description of the product(s) damaged and the extent of damage
- COS
- Pictures at loading
- Pictures on receiving
- Time temperature recorder
- Federal inspection report
- Possible cause of the loss or damage
- How the product was secured in the rail car or container
- Value of the loss or damage, if possible
- Can the product be forwarded, recouped, salvaged, or dump
- Number of boxes stacked per pallet
- Are the boxes glued (y/n)
- Confirm what load plan was used
- Size of the pallets

## **Document Checklist**

Copies of Each of These Are Required to Expedite the Claim:

- Manifest number
- Pro number
- Your original claim bill
- Certified Copy of original invoice or signed stock transfer certification
- Inspection report
- Outturn report
- Detailed breakdown of items and amounts claimed
- Delivery receipt on intermodal shipments / receiving records
- Waybill or bill of lading
- Evidence of discard / certificate of destruction
- All other pertinent documents relating to the shipment, handling, delivery and sale of goods



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## DRC Membership

Garner is a recognized member of the DRC, Fruit and Vegetable Dispute Resolution Corporation. The DRC will be utilized for timely resolution of a claim in the event that there is a difference of opinion between Garner, the rail carrier and or the buyer of freight regarding how a claim is to be handled.

For more information on the DRC please visit : <http://fvdrc.com/en/home.aspx>



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