



Maneuver Freight
SERVICES INC.
WEIGHT OFF YOUR GATE

Maneuver Freight Services Inc. Limitation of Liability and Cargo Insurance Considerations

Maneuver Freight Services Inc. “MFS” is a non-asset based Third Party Logistics.

In arranging for transportation of goods, Maneuver is acting as agent only. Maneuver does not present itself as, nor assumes any liability as a carrier and does not accept any responsibility for any loss, damage or delay to the goods to be transported, but undertakes only to use reasonable care in the selection of carriers, forwarders, agents, warehouseman and others to whom the goods may be tendered for transportation, handling and/or storage or otherwise, subject to conditions imposed by such carriers and other parties.

Acting as a broker, Maneuver cannot waive or confer cargo liability under any circumstances as Cargo liability is governed by statute and is assigned by the bill of lading as a contract of carriage between the shipper and the carrier. Any claim for loss or damage to cargo must be made directly against the carrier by the damaged party, usually the shipper and/or owner of the property. Where the goods to be shipped are of an extraordinary value (exceeding CAD\$2.00/lb.), and the shipper desires the carrier to assume a specific liability, Maneuver will on prior notification by the shipper select a carrier with adequate insurance limits and forward a copy of the carrier’s insurance certificate to the shipper if requested. In such a circumstance the value of the goods must be declared clearly on the face of the bill of lading at the time of shipment and signed by an agent of the carrier. If Maneuver is not provided prior notice of a declared value or the shipper fails to make the necessary notation on the bill of lading, the cargo liability of the carrier may be limited to the statutory minimum.

Alternatively, at the express written request of the owner of the cargo and for an additional fee, Maneuver can purchase on the owner’s behalf, a trip insurance policy verified by a unique certificate showing the owner as the insured party against loss or damage to the cargo for the duration of the transport service.

Maneuver shall not be liable or responsible for any claim or demand arising from any cause whatsoever, unless in each case the damages alleged to have been suffered be proven to be caused directly by the gross negligence of Maneuver, its officers or employees, in which event the liability of Maneuver shall not exceed CAD\$2.00/lb. based on the actual weight of the shipment. Any and all liability of Maneuver is subject to proof of loss. Notice of a claim for loss, damage or delay made against Maneuver must be given in writing and must be received by Maneuver within seven (7) days of the receipt of the goods by the consignee.

Under no circumstances shall Maneuver be responsible for any special, incidental or consequential damages, including loss of profits.

No other representation, warranty, collateral agreement or condition, written or oral, which has been made or given, except as referred to in this document shall be binding on Maneuver unless this document is expressly cited and countermanded in a written contract signed by both parties.

Address : 160 Queen Mary Dr. Brampton, ON L7A 1Z6

Phone : 647-821-2133, 647-620-2233 FAX: 289-752-3110

Revised: Jan, 2013

Website : www.ManeuverFreight.com