



## **Gateway's Limitation of Liability and Cargo Insurance Considerations**

Gateway Freight Systems Inc. ("Gateway") is a certified broker and is the holder of Ontario Load Brokerage Certificate No. 00141 issued by the Ontario Ministry of Transportation as well as a registered broker of property operating pursuant to United States Department of Transportation Docket No. MC-273980.

In arranging for transportation of goods, Gateway is acting as agent only. Gateway does not present itself as, nor assumes no 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, Gateway cannot waive or confer cargo liability under any circumstances. Cargo liability is by 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, Gateway 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 Gateway 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.

Gateway 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 Gateway, its officers or employees, in which event the liability of Gateway shall not exceed CAD\$2.00/lb. based on the actual weight of the shipment. Any and all liability of Gateway is subject to proof of loss. Notice of a claim for loss, damage or delay made against Gateway must be given in writing and must be received by Gateway within seven (7) days of the receipt of the goods by the consignee.

Under no circumstances shall Gateway 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 Gateway unless this document is expressly cited and countermanded in a written contract signed by both parties.

This document is provided for the informational purposes and protection of our shippers of high value goods and may under no circumstances be interpreted as waiver of liability in favor of our contracted carriers in any way, shape or form.

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