

Conditions of carriage

Bill of Lading – Standard Declaration – Received at the point shown on the date specified and from the shipper mentioned herein, the property herein described in apparent good order, except as noted (contents and conditions of contents of packages unknown) marked, consigned and destined as indicated above, which said carrier agrees to carry and deliver to the said consignee at the said destination if on its own route, otherwise to deliver to another carrier on the route to said destination, subject to the classification and tariffs in effect on the date of shipment.

It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, including conditions below (see Articles), which are here agreed to by the shipper and accepted for himself and his assigns.

The contract for the carriage of the goods described in this bill of lading must by regulations passed under the motor vehicle act, contain or incorporate by reference all the specified conditions of carriage set out in section 37.39 of the regulations. The specified conditions of carriage are set out below (see Articles).

Interest will be charged on overdue accounts at 1.5% per month (18% per annum). Freight bills are payable within 7 days. Declared Valuation and Limitation of Liability – Freight charges may vary with declared valuation. Maximum liability of \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of shipment unless declared valuation states otherwise (see Articles 9 and 10 above).

The carriers liability shall not exceed \$50,000.00 (Cdn.) for loss, damage or delay, inclusive of any consequential damages.

SPECIFIED CONDITIONS OF CARRIAGE

Article 1 – The carrier of the goods described in this bill of lading is liable for any loss or damage to the goods accepted by the carrier or the carrier's agent except as provided in these Articles.

Article 2 – In the case of a shipment handled by 2 or more carriers, the carrier issuing the bill of lading (the "originating carrier"), and the carrier who assumes responsibility for delivery to the consignee (the "delivering carrier"), in addition to any other liability under these Articles, are, if the goods being transported are lost or damaged while they are in the custody of any other carrier to whom these goods are or have been delivered, jointly and severally liable with that other carrier for that loss or damage.

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Article 3 – The originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have been delivered the amount of the loss or damage that the originating carrier or delivering carrier, as the case may be, may be required to pay under these Articles resulting from loss or damage to the goods while they were in the custody of such other carrier.

Article 4 – Nothing in Article 2 or 3 deprives a consignor or a consignee of any remedy or right of action that the consignor or consignee may have against any carrier.

Article 5 – The carrier is not liable for (a) loss, damage or delay to any of the goods described in this bill of lading because of an Act of God, the Queen's or public enemies, riots, strikes or a defect or inherent vice in the goods being transported, or (b) loss or damage resulting from the act or default of the consignor, the owner of the goods or the consignee, the authority of law, quarantine or differences in weights of grain, seed or other commodities caused by natural shrinkage.

Article 6 – The carrier is not bound to transport the goods referred to in this bill of lading by any particular vehicle or in time for any particular market or otherwise than with due dispatch unless by agreement specifically endorsed on this bill of lading and signed by the parties to it.

Article 7 – In case of physical necessity, the carrier has the right to forward the said goods by any conveyance or route between the point of shipment and the point of destination, but the liability of the carrier remains the same as though the entire carriage were by highway.

Article 8 – If goods are stopped and held in transit at the request of a party entitled to make such request, the goods are held at the risk of that party.

Article 9 – Subject to Article 10, the amount of any loss or damage for which the carrier is liable, whether or not such loss or damage results from negligence, is to be computed on the basis of the value of the goods at the place and time of shipment (including the freight and other charges if paid and the duty if paid or payable and not refundable) unless a lower value has been represented in writing by the consignor or has been agreed on between the parties to this bill of lading, or is determined by the classification or tariff on which the rate is based, in any of which events such lower value is the amount that governs the computation of the maximum liability of the carrier.

Article 10 – The amount of any loss or damage computed under Article 9 must not exceed \$2 per pound (\$4.41 per kilogram), computed on the total weight of the shipment, unless a higher value is declared on the face of the bill of lading by the consignor.

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Article 11 – If it is agreed between the parties that goods are to be carried at the risk of the consignor, that agreement covers only those risks that are necessarily incidental to transportation and does not relieve the carrier from liability for any loss or damage or delay that may result from any negligent act or omission of the carrier or the carrier's agents or employees, and the burden of proving freedom from that negligence or omission is on the carrier.

Article 12a – The carrier is not liable for loss, damage or delay to any of the goods transported under this bill of lading unless notice of the loss, damage or delay, setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay, is given in writing to the originating carrier (or the delivering carrier) within 60 days after the delivery of the goods, or, in the case of failure to make delivery, within 9 months after the date of shipment of the goods.

Article 12b – The final statement of the claim must be filed within 9 months after the date of shipment, together with a copy of the paid freight bill.

Article 13 – A carrier is not bound to carry any documents, specie or any articles of extraordinary value unless by special agreement and the nature of the goods is not disclosed in this bill of lading, the carrier is not liable for any loss or damage in excess of the maximum liability stipulated in Article 10 of these Conditions of Carriage.

Article 14a – If required by the carrier, the freight and all other lawful charges accruing on the goods must be paid before delivery, and if on inspection it is ascertained that the goods shipped are not those described in this bill of lading, the freight charges must be paid on the goods actually shipped, with any additional charges lawfully payable on those goods.

Article 14b – Should the consignor fail to indicate on this bill of lading that a shipment is to be transported prepaid, or should the consignor fail to indicate the basis on which the shipment is to be transported, the carrier is entitled to transport the shipment on a freight collect basis.

Article 15 – Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier or its agent of the nature of such goods is liable for all loss or damage caused by those explosives or dangerous goods and such goods may be warehoused at the consignor's risk and expense.

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Article 16 – If, through no fault of the carrier, goods cannot be delivered, the carrier after having given notice to the consignor and the consignee that delivery has not been made, and after requesting disposal instructions, may, pending receipt of such disposal instructions, store the goods in the warehouse of the carrier subject to a reasonable charge for storage, or, after notifying the consignor of the carrier's intention, may cause the goods to be removed to and stored in a public or licensed warehouse at the expense of the consignor without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

Article 17 – If notice has been given by the carrier under Article 16 and no disposal instructions have been received within 10 days after the date of that notice, the carrier may return to the consignor at the consignor's expense all undelivered shipments with respect to which the notice has been given.

Article 18 – Subject to Article 19, any alteration, addition or erasure in the bill of lading must be signed or initialed by the consignor or the consignor's agent and the originating carrier or the carrier's agent, and unless so acknowledged is without effect, and this bill of lading is enforceable according to its original tenor.

Article 19 – It is the responsibility of the consignor to show correct shipping weights of the shipment on the bill of lading if completed by the consignor. Despite Article 18, failure to do this makes the bill of lading subject to correction in this respect by the carrier.