



TRANSPORTATION GROUP

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034964

Company Name:

LOAD CARRIER IN	LOAD CARRIER OUT	DATE
<b>STRAIGHT BILL OF LADING • ORIGINAL • NOT NEGOTIABLE</b> (Issued in accordance with the regulations made the Truck Transportation Act)		
CANADA CUSTOMS BONDED CARRIER	TRUCK #	TRUCK #
SHIPPER	ADDRESS/RAIL ROAD	

Received at the point of original on the date specified, from the consignor mentioned herein, the property herein described, in apparent order, except as note (contents and conditions of contents of package unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and to deliver to the consignee at the said destination, if on its own authorized route or otherwise to cause to be carried by another carrier on the route to said destination, subject to the rates and classification in effect on the date of shipment.

It is mutually agreed as to each carrier of all or any of the goods over all or any portion of the route to destination, and as to each party of any time interested in all or any of the goods, that every service to be performed hereunder shall be subject to all the conditions no prohibited by law, whether printed or written, including conditions on back hereof, which are hereby agreed by the consignor and accepted for himself and his assigns

CONSIGNEE	PROV. / STATE
ADDRESS	
CHARGES TO BE PAID	CARRIER'S REF NO.

DESCRIPTION OF GOODS AND SPECIAL MARKS	DANGEROUS GOODS			WEIGHT	FREIGHT CHARGES
	CLASS PRM. & SUBSI	PIN/UN NUMBER	PACKING GROUP		
TRAILER / CONTAINER					COLLECT <input type="checkbox"/>
CHASSI #					PREPAID <input type="checkbox"/>
					THIRD PARTY <input type="checkbox"/>
P.O./ORDER NO.					
					CASH _____ (OR CERTIFIED CHEQUE)
NO. OF PCS					CHEQUE _____
					<b>REPORT ALL C.O.D'S TO DISPATCH</b>
DESCRIPTION					FREIGHT
					STORAGE CHARGE
SEAL #					FREIGHT EXTRA
					DELIVERY EXTRA
TIME IN _____ TIME OUT _____					LUMPER
PLACARDS	NUMBER	TYPE	24 HOUR EMERGENCY NUMBER		DRIVER ASSIST
RECEIVER'S SIGNATURE X			PRINT NAME X		TRAILER DETENTION
					GST
					TOTAL USD <input type="checkbox"/> CDN <input type="checkbox"/>

NOTICE  
OF  
CLAIM

a) No carrier is liable for loss, damage or delay goods carried under the bill of lading unless notice thereof setting out particulars or the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damaged or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of the goods, or in case of failure to make delivery, within nine (9) months from the date of shipment.  
b) the final statement of the claim must be filled within nine (9) months from the date of shipment together with a copy of the paid freight bill.

DECLARED VALUATION \$ \_\_\_\_\_

MAXIMUM LIABILITY SHALL NO EXCEED \$4.41 PER KILOGRAM COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT UNLESS DECLARE VALUATION STATES OTHERWISE (CONDITIONS 9 & 10 ON BACK).

SHIPPER _____	CARRIER _____	CHARGES WILL BE MADE BY THE PARTY DESIGNATED HEREIN BY THE SHIPPER, AND NO TRANSFERS CAN BE MADE LATER.  NOTE: Articles will not be accepted for shipment unless property I packaged and addresses. (this Bill of Lading is to be signed by the shipper and the carrier issuing same),
DATE _____	DATE _____	
PER _____	PER _____	

NOTE: CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED

WHITE: ORIGINAL

YELLOW: OFFICE COPY

PINK: SHIPPER'S

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## I: Application

The following shall apply to all transportation of goods by for-hire highway carriers licensed under the Motor Vehicle Act (Canada R.S.C 1970. M-14) or under provincial statutes with the exception of the transportation of

- a) used household goods
- b) livestock
- c) bus parcel express shipments
- d) the personal luggage of bus passengers
- e) such other specific commodities as may be specified by provincial law

## II. Bill Of Lading

- 1. A bill of lading shall be completed as provided herein for each shipment
- 2. On each article covered by the Bill of Lading, there shall be plainly marked thereon by the consignor, the name of the consignee and the destination thereof.
- 3. The Bill of Lading shall be signed in full (not initialed) by the consignor and by the carrier as an acceptance of all terms and conditions contained therein
- 4. At the option of the carrier a waybill may be prepared by the carrier and the waybill shall bear the same number or other positive means of identification as the original Bill of Lading. Under no circumstances shall the way bill replace the original Bill of Lading.

## III. CONDITIONS OF CARRIAGE

### 1. Liability of Carrier

The carrier of the goods herein described as liable for any loss of or damage to goods accepted by him or his agent accept as herein after provided.

### 2. Liability if Originated and Delivering Carriers

Where a shipment is accepted for carriage by more than one carrier, the carrier issuing the Bill of Lading (hereinafter called the originating carrier) and the carrier who assumes responsibility for delivery to the consignee, (hereinafter called the delivering carrier), in addition to any other liability hereunder, are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not received.

### 3. Recovery from Connecting Carrier

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 hereunder resulting from loss of or damage to the goods while they were in the custody of such carrier.

When shipment are interlined between carriers, settlement of concealed damage claims shall be prorated on the basis of revenues received.

### 4. Remedy by Consignor or Consignee

Nothing in articles 2 or 3 deprives a consignor or consignee of any rights he may have against any carriers.

### 5. Exceptions from Liability

The carriers shall not be liable for loss, damage or delay to any of the goods described in the Bill of Lading caused by an Act of God, the Queens or public enemies, riot strikes, a defect or inherent vice the goods. The act or default of the consignor owner or the consignee. authority of law, quarantine or differences in weights of gain, seed or, other commodities caused by natural shrinkage.

### 6. Delay

No carrier is bound to transport the goods by any particular vehicles or in time for any particular market or otherwise than with due dispatch, unless

by agreement specifically endorsed on the Bill of Lading and signed by the parties thereof.

### 7. Routing by Carrier

In case of physical necessity where the carrier forward the goods by a conveyance that is not licensed for- hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed for hire vehicles.

### 8. Stoppage in Transit

Where goods are stopped and held in transit at the request of the party entitled to so request, the good are held at risk of the party.

### 9. Valuation

Subject to article 10, the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence. shall be computed on the basis of:

- a) the value of the goods at the place and time of shipment including the freight and other charges if paid; or
- b) where a value lower than referred to in paragraph (a) has been represented in writing by the consignor or had been agreed upon, such lower value shall be the maximum liability.

### 10. Maximum Liability

The amount of any loss or damage computed under paragraph (a) or (b) of article 9 shall not exceed \$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

### 11. Consignor's Risk

Where it is agreed that the good are carried at the risk of the consignor of the goods, such agreements cover only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability of any loss or damage or delay which may result from any negligent act or omission of the carrier, his agents or employees and the burden of proving absence from negligence shall be on the carrier

### 12. Notice of Claim

a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice there of setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, or damage or delay is given in writing to the originating carrier or the delivering carrier or the delivering carrier within sixty (60) days after the delivery of the goods. or, in the case of failure to make delivery, within nine (9) months from the date of shipment.

b) the final statement of the claim must be filled within nine (9) months from the date of shipment together with a copy of the paid freight bill.

### 13. Articles of Extraordinary Value

No carrier is bound to carry and documents specie or articles of extraordinary value unless by a special agreement to do so. if such goods are carried without a special agreement and the nature of the goods is not disclosed hereon, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in article 10 above.

### 14. Freight Charges

- a) If required by the carrier the freight and all other lawful charges accruing on the goods shall be paid before delivery and if upon inspection it is paid before delivery and if upon inspection it is ascertained that the goods shipped are not those described in the Bill of Lading the freight charges must be paid upon the goods actually shipped, with any additional charges lawfully payable thereon.
- b) Should a consignor fail to indicate the shipment is to move prepaid or fail to include how the shipment is to move, it will automatically move on a collection basis.

### 15. Dangerous Goods

dangerous goods whether as principle or agent, shipping explosives or dangerous goods without previous full disclosure to other carrier as required by law, shall indemnify the carrier against loss, damage or delay caused thereby, and such goods may be warehoused at the consignor's risk and expense.

### 16. Undelivered Goods

- a) Where, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignor that delivery has not been made, and shall request disposal instructions
- b) pending receipt of such disposal instructions.
- i) The goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage: or
- ii) Provided that the carrier has notified the consignor of his intention, the goods may 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 charged, include a reasonable charge for storage.

### 17. Return of Goods

Where notice has been given by the carrier pursuant to article 16a and notice no disposal instructions have been received within 10 days from the date of such notice, the carrier may return to the consignor, at the consignor's expense. all undelivered shipments for which such notice has been given

### 18. Alterations

Subject to article 19, any limitation on the carriers liability on the Bill of Lading shall be signed or initialed by the consignor or his agent and the originating carrier or his agent and unless so acknowledged shall be without effect.

### 19. Weights

It shall be the responsibility of the consignor to show correct shipping weight of the shipment on the bill of the Lading. Where the actual weight of the shipment does not agree with the weight shown thereon is subject to correction by the carrier

### 20. C.O.D. Shipments

- a) A carrier shall not deliver a C.O.D. shipment unless payment received in full.
- b) The charge of collecting and remitting the amount of C.O.D. bills for C.O.D. shipment, must be collected from the consignee unless the consignor has other: wise so indicated and instructed on the Bill of Lading
- c) A carrier shall remit all C.O.D. monies to the consignor or person designated by him within 15 days after collection.
- d) PA carrier shall keep all C.O.D. monies to separate from other revenues and funds of his business in a separate trust fund or account.
- e) A carrier shall include as a separate item in his schedule of rates the charges for collecting and remitting money paid by consignee.