

## TERMS AND CONDITIONS OF CARRIAGE

1. The carrier of the goods described on the face hereof, or the carrier's agent, shall be liable for any prejudice suffered as a result of any loss of or damage to goods or for any delay in the transportation of the goods except as hereinafter provided.
2.
  - i. Where the transportation of goods involves more than one carrier, the originating carrier shall be liable for any loss or damage to the goods or for any delay in respect of the goods while the goods are in the possession of any other carrier to whom the goods have been delivered.
  - ii. The onus of proving that any prejudice suffered as a result of any loss or damage to goods or any delay in respect of goods was not caused by or did not result from any act, negligence or omission of any other carrier to whom the goods have been delivered shall be on the originating carrier.
  - iii. The originating carrier is entitled to recover from any other carrier referred to in that subsection the amount paid by the originating carrier in respect of liability for loss of or damage to the goods while those goods were in the possession of the other carrier.
  - iv. Nothing in this section limits or in any way affects any remedy or right of action a person may have against any carrier.
3. The carrier shall be liable for any prejudice suffered resulting from any loss, damage or delay in the transportation concerning any of the goods described in the bill of lading unless the carrier proves that such loss, damage or delay resulted from an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, or was caused by the negligence or default of the shipper, owner or consignee.
4. No carrier is bound to carry goods by any particular mode of transport or in time for any particular market or otherwise than with due dispatch, unless by agreement that is specifically endorsed on the bill of lading.
5. If the carrier, by reason of necessity, including accidents or natural disasters on the carrier's route, forwards the goods by a conveyance other than that stipulated in the bill of lading, the liability of the carrier shall remain subject to the terms and conditions stipulated herein.
6. Except in the case of negligence of the carrier in respect of any goods, if goods are stopped and held in transit at the request of the party entitled to so request, any damages which are solely attributable to such delay shall be at the risk of that party. The onus of proving the absence of negligence shall be on the carrier.
7. Subject to Article 8, 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 the lesser of:
  - i. the value of the goods at the place and time of shipment, including the freight and other charges if paid, and
  - ii. \$4.41 per kilogram computed on the total weight of the shipment.
8. If the shipper has declared a value of the goods on the face of the bill of lading, the amount of any loss or damage for which the carrier is liable shall be the declared value.
9.
  - i. If it is agreed that the goods are carried at the risk of the shipper, such agreement covers only such risks as are necessarily incidental to the carriage and the agreement does not relieve the carrier from liability for any prejudice suffered as a result of any loss or damage or delay that results from the negligence of the carrier or of the carrier's agents or employees.
  - ii. The burden of proving absence of negligence shall be on the carrier.
10.
  - i. No carrier is liable for any prejudice resulting from the loss, damage or delay to any goods carried under the bill of lading unless notice thereof, in printed or electronic form, 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 transmitted to the originating carrier or the delivering carrier within sixty days after delivery of the goods or, in the case of failure to make delivery, within nine months from the date of shipment.
  - ii. The final statement of the claim must be filed within nine months from the date of shipment, together with a copy of the paid freight bill.

11. i. If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery.
  - ii. 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.
  - iii. If a shipper does not indicate that a shipment is to move prepaid, or does not indicate how the shipment is to move, it will automatically move on a collect basis.
- 12.i. If, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the shipper and the consignee that delivery cannot be made and shall request instructions from the shipper.
    - ii. Pending receipt of instructions,
      - A. the goods may, if necessary, be stored in the warehouse of the carrier, or, if the carrier has no such warehouse, in a public or licensed warehouse, subject to a reasonable charge for storage, or
      - B. if the carrier has notified the shipper and the shipper has not responded thereto within fifteen days, the goods may be removed to and stored in a public or licensed warehouse at the expense of the shipper and subject to a reasonable charge for storage, until such time as the carrier receives instructions from the shipper.
12. If a notice has been given by the carrier pursuant to paragraph i of Article 16, and no instructions have been received within fifteen days from the date of such notice, the carrier may return to the shipper, at the shipper's expense, all undelivered shipments for which such notice has been given.
13. Any limitation on the carrier's liability on the bill of lading and any alteration to the bill of lading shall be signed or initialled by the shipper and the originating carrier or their agents and unless signed and initialled shall be without effect.
14. i. It shall be the responsibility of the shipper to show correct shipping weights of the shipment on the bill of lading.
  - ii. If the actual weight of the shipment does not agree with the weight shown on the bill of lading, the weight shown on the bill of lading may be corrected by the carrier.
15. i. A carrier shall not deliver a C.O.D. shipment unless payment is received in full.
  - ii. The charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments must be collected from the consignee unless the shipper has instructed otherwise on the bill of lading.
  - iii. A carrier shall remit all C.O.D. moneys to the shipper, or person designated by the shipper, within fifteen days after collection.
  - iv. A carrier shall keep all C.O.D. moneys in a trust fund or account separate from the other revenues and funds of the carrier's business.
  - v. A carrier shall include the charges for collecting and remitting money paid by consignees as a separate item in the schedule of rates.
16. Unless otherwise stipulated on the bill of lading, the goods described therein shall be presumed to be in apparent good and of like quantity and quality as therein described.
17. Insofar as any provision contained or referred to in this bill of lading may be contrary to any mandatory and applicable provisions of any international treaty, law, government regulation, order or requirement, such provision shall remain in full force and effect as a part of this bill of lading to the extent that it is not so overridden. The invalidity or unforceability of any provision of this bill of lading shall not affect any other part of this bill of lading.
18. This bill of lading shall be interpreted in accordance with the law in force in the province of the place of origin and the laws

of Canada applicable therein and the courts of that province shall have sole and exclusive jurisdiction in all proceedings instituted in any matter relating to this bill of lading.