

Conditions of Carriage

“ALL CONDITIONS IN APPLICABLE PROVINCIAL REGULATIONS WILL APPLY TO THE BILL OF LADING”

1. Liability of Carrier

The carrier of the goods herein described is liable of any loss of or damage to goods accepted by the carrier or the carrier's agent except as hereinafter provided.

2. Liability of Originating and Delivering Carriers

Where a shipment is accepted for carriage by more than one carrier, the carrier who issues 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 delivered and from which liability the other carrier is not relieved.

3. Recovery from Connecting Carriers

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 delivered the amount that the originating carrier or delivering carrier, as the case may be, is required to pay for the loss of or damage to the goods while they were in the custody of such other carrier.

4. Remedy by Consignor or Consignee

Nothing in Article 2 or 3 deprives a consignor or consignee of any rights the consignor or consignee may have against any carrier.

5. Exceptions from Liability

- i. The carrier shall not be liable for,
 - A. loss, damage or delay to any of the goods described in the bill of lading caused by an act of God, the Queen's or public enemies, riots, strikes, a defect in the goods, an act or default of the consignor, owner or consignee, authority of law or quarantine,
 - B. except as a result of the negligence of the carrier or the carrier's agents or employees,
 1. damage to fragile articles that are not packed and unpacked by the contracting carrier or the contracting carrier's agent or employees,
 2. damage to the mechanical, electronic or other operations of radios, phonographs, clocks, appliances, musical instruments and other equipment, irrespective of who packed or unpacked such articles, unless servicing and preparation was performed by the contracting carrier or the carrier's agent or employees.
 3. deterioration of or damage to perishable food, plants or pets,
 4. loss of contents of consignor-packed articles, unless the containers used are opened for the carrier's inspection and articles are listed on the bill of lading and receipted for by the carrier,
 - C. damage to or loss of a complete set or unit when only part of such set is damaged or lost, in which event the carrier shall only be liable for repair or replacement of the lost or damaged piece or pieces,
 - D. damage to the goods at a place or places of pick-up at which the consignor or the consignor's agent is not in attendance,
 - E. damage to the goods at a place or places of delivery at which the consignee or the consignee's agent is not in attendance and cannot give receipt for goods delivered.
- ii. The burden of proving absence of negligence for the purpose of subparagraph B of paragraph i is on the carrier.

6. Delay

- i. At the time of acceptance of the contract, the original contracting carrier shall provide the consignor with a date or time period within which delivery is to be made.
- ii. Failure by the carrier to effect delivery within the time specified on the face of the bill of lading shall render the carrier liable for reasonable food and lodging expenses incurred by the consignee.
- iii. Failure by the consignee to accept delivery when tendered with the time specified on the bill of lading shall render the consignee liable for reasonable storage in transit, handling and redelivery charges incurred by the carrier.

7. Routing by Carrier

If the carrier forwards the goods by a conveyance that is not a public truck, the liability of the carrier is the same as though the entire carriage were by public truck.

8. Stoppage in Transit

If goods are stopped and held in transit at the request of the party entitled to so request, the goods are held at the risk of that 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 the lesser of,

- i. the value of the goods at the place and time of shipment, and
- ii. the greater of,
 - A. the value of the goods as represented by the consignor on the face of the bill of lading, and
 - B. \$4.41 per kilogram computed on the total weight of the shipment.

10. Election

- i. If the consignor so elects on the face of the bill of lading, the maximum liability shall be based on \$1.32 per kilogram per article lost or damaged.
- ii. If the liability is calculated under Article 9, the coverage in excess of \$1.32 per kilogram per article.

11. Consignor's Risk

If it is agreed that the goods are carried at the risk of the consignor, 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 loss or damage or delay that results from any negligence by the carrier or the carrier's agents or employees and the burden of proving absence of negligence shall be on the carrier

12. Notice of Claim

- i. No carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice there 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 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.
- iii. The original carrier or the delivering carrier, as the case may be, shall acknowledge receipt of the claim within thirty days thereafter.

13. Articles of Extraordinary Value

- i. No carrier is bound to carry any documents, specie or articles of extraordinary value unless by a special agreement to do so.
- ii. If such goods are carried without a special agreement and the nature of the goods is not disclosed on the bill of lading, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in Article 9.

14. Freight Charges

- i. If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery but, if the total charges exceed the estimated charges by more than 10 per cent, the consignee shall pay the difference between the estimated and total charges within fifteen days (excluding Saturdays, Sundays and holidays) after delivery.
- ii. The fifteen-day extension in paragraph i does not apply if the carrier notifies the consignor of the total charges immediately after the goods are loaded or if the consignor signs a waiver of the extension.
- iii. 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.
- iv. If a consignor 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.

15. Dangerous Goods

Every person, whether as principal or agent, shipping dangerous goods without previous full disclosure to the carrier, as required by law, shall indemnify the carrier against all loss, damage or delay caused by the failure to disclose and such goods may be warehoused at the consignor's risk and expense.

16. Undelivered Goods

- i. If, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery cannot be made and shall request disposal instructions.
- ii. Pending receipt of disposal instructions,
 - A. the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or
 - B. if the carrier has notified the consignor of this 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 charges, including a reasonable charge for storage.

17. Alterations

Subject to Article 18, any limitation on the carrier's liability on the bill of lading and any alteration to the bill of lading shall be signed or initialed by the consignor and the originating carrier or their agents and, unless signed and initialed, shall be without effect.

18. Weights

- i. It shall be the responsibility of the originating carrier or such carrier's agent to show on the bill of lading the correct tare and gross and net weights by use of a certified public scale and to attach the weigh scale ticket to such carrier's copy of the bill of lading.
- ii. If there is no certified public scale at the place of origin or within a radius of sixteen kilometres of the place of origin, the gross weight shall be deemed to be 112 kilograms per cubic metre of property loaded van space.

It is expressly agreed between the parties hereto that the van line, drivers, helpers, loaders, packers, contractors, agents, representatives, employees or others used, engaged or employed by the carrier in the performance of this contract, shall each be the beneficiaries of and shall be entitled to the same, but no further exemptions and immunities from and limitations of liability which the carrier has under this Bill of Lading, whether printed, written, stamped thereon or incorporated by reference. The van line drivers, helpers, loaders, packers, and the other persons referred to heretofore shall to the extent provided be or be deemed to be parties to the contract in or evidenced by this Bill of Lading and the carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons.

The charges presented herein are for removal from, and delivery to, locations with reasonable access and facilities, and there will be extra charges if additional services, such as long carriers, stair carriers, elevators and shuttle assistance, other than within the destination residence, is involved.