



TERMS AND CONDITIONS

1. UNIFORM TERMS OF CARRIAGE TO APPLY

This contract for carriage of goods includes all uniform terms of carriage enacted for the carriage of general freight pursuant to any statute, regulation or by any lawful authority, which is in force and effect in the jurisdiction of origin of this contract at the time of shipment.

2. NOTICE OF CLAIM

(1) No Carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof setting out the 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 to the delivering Carrier within Sixty (60) days after delivery of the goods or partial delivery of the goods, or in the case of failure to make delivery, within Nine (9) months of the date of shipment.

(2) The final statement of claim must be filed within Nine (9) months from the date of shipment together with a copy of the paid freight bill.

3. RECEIPT OF GOODS

The Carrier acknowledges receipt of the goods itemized on the face of the within Bill of Lading by the consignor in apparent good order and condition.

4. CONSIGNOR'S WARRANTIES AS TO PREPARATION OF SHIPMENT

The consignor warrants to the Carrier:

(1) The cartons, containers and goods have been marked to identify the consignee, the consignee's address, number of pieces and any delivery instructions and that such markings are consistent with the markings and instructions of this Bill of Lading.

(2) The goods have been properly packaged and prepared to withstand those risks of damage necessarily incidental to transportation.

(3) If these goods are Dangerous Goods, the goods and this Bill of Lading have been prepared to comply with all Federal and Provincial Laws and Regulations applicable to the Transportation of Dangerous Goods.

5. LIMITATION OF LIABILITY

(1) 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 subject to the following limitations of liability:

- a) If the shipment originated in Canada, Carrier's maximum liability for loss or damage to the goods, computed on the total actual weight of the shipment, shall be limited to the lesser of (i) CAD\$2.00 per pound (or CAD\$4.41 per kilogram), or (ii) the value of the goods at the place and time of shipment, including freight and other charges if paid, unless shipper or appropriate party has declared a higher value for the goods on the face of the Bill of Lading, in which case Carrier's maximum liability shall be the declared value of the goods;
- b) If the shipment originated in the United States, the lesser of (i) USD\$25.00 per pound, based on actual weight, per piece, ii) a value otherwise provided in the current National Motor Freight Classification, or (iii) USD\$100,000 per occurrence;
- c) For shipments from the United States to Canada, or from Canada to the United States, the Carrier does not provide excess liability coverage (declared value) for amounts exceeding the limitations of liability indicated at Sections 5(1)(a) or (b), as applicable, and any declared value in excess of the applicable limitation of liability shall be null and void, and the parties agree that the limitation of liability indicated in Section 5(1)(a) or (b), as applicable, will apply; and .
- d) Notwithstanding the above, the parties agree that all used goods and personal effects will be shipped at Shipper's risk of damage, with no liability whatsoever to Carrier for any damages.

(2) The parties agree that the Carrier cannot reasonably be aware of the consequences of and the costs accruing to the consignor, consignee, owner or any other party in the event of the loss of use of the goods due to the late,

delayed or non-delivery of the goods, the whole or partial destruction of all or any part of the goods however caused. Accordingly, the Carrier is not liable for any indirect, consequential or incidental loss occurring to any party because of the any delay or non-delivery, or damage to the goods.

6. DANGEROUS GOODS

Every person, whether as principal or agent, shipping dangerous goods without previous full disclosure to the Carrier as registered 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 expense.

7. LIABILITY FOR PAYMENT

Regardless of any instructions provided for the payment of freight charges, the consignor shall, in the event the Carrier is unable to collect in accordance with those instructions, be responsible for all freight charges together with all costs incurred as a result of the inability to collect transportation charges in accordance with the consignor's instructions.

8. ENTIRE CONTRACT

The Uniform Terms of Carriage and conditions herein form the entire contract between the parties, which shall not be modified without the written consent of the parties.