

VISION AFTER HOURS EMERGENCY LINE 7 DAYS A WEEK 416-417-5293

F R O M	DATE	PICK-UP APPOINTMENT REQ.	
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	SHIPPER'S FULL NAME	TIME	
	STREET ADDRESS		
	CITY	PROV./STATE	POSTAL/ZIP CODE
PHONE NO.	AFTER HRS. EMERGENCY/CELL #	CONTACTS	

T O	DATE	DELIVERY APPOINTMENT REQ.	
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	CONSIGNEE'S FULL NAME	TIME	
	STREET ADDRESS		
	CITY	PROV./STATE	POSTAL/ZIP CODE
PHONE NO.	AFTER HRS. EMERGENCY/CELL #	CONTACTS	

THIRD PARTY/OTHER BILLING - FULL NAME	TELEPHONE
STREET ADDRESS	CITY PROV./STATE POSTAL/ZIP CODE

NO. OF SKIDS	NO. OF PIECES	DG	DESCRIPTION OF GOODS AND SPECIAL INSTRUCTIONS	WEIGHT		
				LBS	KGS	
TOTAL	TOTAL			TOTAL WEIGHT		

PLEASE CHECK ONE	
PREPAID	<input type="checkbox"/>
COLLECT	<input type="checkbox"/>
IF NEITHER CHECKED THIS SHIPMENT WILL GO COLLECT.	
THIRD PARTY CHARGE TO	<input type="checkbox"/>
IF TO BE PROTECTED FROM HEAT OR FROST MARK TEMPERATURE HERE.	
FAHRENHEIT	CELSIUS
DECLARED VALUE	
\$ _____	
Maximum liability of \$2.00 per pound unless declared valuation states otherwise. (Conditions 9 and 10 on back)	
Trailer Loaded by:	
<input type="checkbox"/> Shipper	<input type="checkbox"/> Driver
Freight Counted by:	
<input type="checkbox"/> Shipper	<input type="checkbox"/> Driver: pallets said to contain
<input type="checkbox"/> Driver: loose pieces	<input type="checkbox"/> Driver: pallets containing

Received, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading, or, received, subject to the Rules for the Carriage of Express and Non-Carload Freight Traffic and tariffs in effect on the date of issue of this original Shipping Contract (bill of lading), goods described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods 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 goods, that every service to be performed hereunder shall be subject to all the terms and condition (which are hereby incorporated by reference and have the same force and effects as if the same were severally, fully and specifically set for herein),

1. approved by the Board of Transport Commissioners for Canada by General Order No. T-5, dated February 1, 1965 set forth in the Canadian Freight Classification and also available at all Railway agency stations and freight offices upon request, when said goods are carried by a rail carrier; or
2. of the bill of lading of the water carrier as provided in its tariffs of Rules and Regulations when said goods are carried by a water carrier; or
3. of the bill of lading set forth in or prescribed by the relevant tariffs, classification, statutes and regulations pertaining to motor carrier's services when said goods are carried by a motor carrier; or
4. of the bill of lading form prescribed by O.C. 986-79, April 4, 1979, when said goods originating in Quebec are to be carried by a Motor Carrier;
5. or approved by the Board of Commissioners for Canada by General Order No. , set forth in the Rules for the Carriage of Express and Non-Carload Freight Traffic and also available at all express and railway agency stations and express and freight offices upon request, when said goods are carried by a rail carrier and which are agreed to by the shipper and accepted for himself and his assigns.

SHIPPER _____	CARRIER _____	Received in good order. CONSIGNEE _____
PER _____	PER _____	PER _____

EXCEPTIONS/DETAILS/DAMAGE _____

NOTICE OF INTENT TO CLAIM MUST BE SUBMITTED IN WRITING WITHIN (30 DAYS) OF DELIVERY

1 ORIGINAL - NOT NEGOTIABLE (THIS BILL OF LADING - EXPRESS SHIPPING CONTRACT IS TO BE SIGNED BY SHIPPER AND CARRIER)

2 SHIPPING ORDER (AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING - EXPRESS SHIPPING CONTRACT)

3 MEMORANDUM (THIS BILL OF LADING - EXPRESS SHIPPING CONTRACT IS TO BE SIGNED BY SHIPPER AND CARRIER)

TERMS AND CONDITIONS

I APPLICATION

The following provisions shall apply to all transportation of goods by for-hire highway carriers licenced under the Motor Vehicle Transport 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. This requirement does not apply in cases where the shipment is from one consignor to one consignee and constitutes a truckload shipment.
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 waybill replace the original Bill of Lading.

III CONDITIONS OF CARRIAGE

1. Liability of Carrier

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

2. Liability of Originating and Delivering Carriers

Where a shipment is accepted by 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 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 relieved.

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 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 any other carrier.

When shipments 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 carrier.

5. Exceptions from Liability

The carrier 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 Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, quarantine or differences in weights or grain, seed, or other commodities caused by nature shrinkage.

6. Delay

No carrier is bound to transport the goods by any particular vehicle 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 thereto.

7. Routing by Carrier

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

8. Stoppage in Transit

Where 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 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 the referred to in paragraph (a) has been represented in writing by the consignor or has 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 \$2.00 per pound (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.

12. Notice of Claim

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

- a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof 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 of the delivering carrier within thirty (30) 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 filed 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 documents, specie or any 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 disclose 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 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 that a shipment is to move prepaid, or fail to 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 explosives or dangerous goods without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all 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 consignee 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 charges, including a reasonable charge for storage.

17. Return of Goods

Where notice has been given by the carrier pursuant to article 16a, and 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 carrier's liability on the Bill of Lading, and any alteration, or addition or erasure in 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 weights of the shipment on the Bill of Lading. Where the actual weight of shipment does not agree with the weight shown on the Bill of Lading, the weight shown thereon is subject to correction by the carrier.