



Truck Bill of Lading - Terms and Conditions

I APPLICATION

The following provisions shall apply to all transportation of goods by for-hire Highway carriers licensed 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) Such other commodities as may be specified by provincial law.

II BILL OF LADING

A bill of lading shall be completed as provided for each shipment.

On each article covered by the bill of lading there shall be plainly marked thereon by the shipper, the name of the consignee and the destination thereon. This requirement does not apply in cases where the shipment is from one consignor to one consignee and constitutes a truckload shipment.

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.

At the option of the carrier a waybill may be prepared by the carrier and the waybill shall bear the same number of 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

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.

Liability of Originating 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 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.



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 hereinunder resulting from loss of or damage to the goods while they were in the custody of such other carrier. When shipments are interlined between carriers, settlement of concealed damage claims shall be prorated on the basis of revenues received.

Remedy by Consignor or Consignee

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

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 weight of grain, seed, or other commodities caused by natural shrinkage.

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.

Routing by Carrier

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

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 the party.

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