



1. UNIFORM TERMS OF CARRIAGE TO APPLY

This contract for carriage of goods includes all statutory 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

A) No carrier is liable for loss (including theft), 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 (including theft), 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, in the case of failure to make delivery within Nine (9) months of the date of shipment.

B) 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.

4. CONSIGNOR'S WARRANTIES AS TO PREPARATION OF SHIPMENT

The consignor warrants to the carrier:

A) 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.

B) The goods have been properly packaged and prepared to withstand those risks of damage, incidental to transportation.

C) If these goods are Dangerous Goods, the goods and this Bill of Lading have been prepared to comply with all applicable legislation and regulations governing the transport of Dangerous Goods.

5. LIMITATION OF LIABILITY

A) The carrier's liability for loss (including theft) or damage to the goods is limited to the liability established by Uniform Terms of Carriage (See Paragraph 1).

B) 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 the indirect, consequential or incidental loss occurring to any party because of the loss of, late, delayed or non-delivery or damage to the goods.

6. LIABILITY OF 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 result of inability to collect transportation charges in accordance with the consignor's instructions.

7. APPLICATION WHEN CARRIER ACTING AS FREIGHT FORWARDER

In the event that the carrier is providing services an international freight forwarder, all business undertaken or performed under this contract by the carrier shall be subject to further applicable regulations and Standard Trading Conditions in the applicable jurisdiction in respect of carriers by air, water, rail and road as the case may be and the standard trading conditions provided by the Canadian International Freight Forwarders Association (C.I.F.F.A) in their combined transport bill of lading, which provision are hereby incorporated in this bill of lading by reference. When the carrier is acting as freight forwarder and there is a conflict between the terms of this bill of lading and the terms of the C.I.F.F.A transport bill of lading, the provisions set out in this bill of lading shall apply. The standard trading conditions used by the Canadian International Freight Forwarders Association, in English or French, may be obtained from the carrier upon request.

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 both parties.

CONSULT CUSTOMER SERVICE - NOT ALL SERVICES ARE OFFERED TO AND FROM ALL POINTS