

CONDITIONS

LIABILITY OF CARRIER

1 The carrier of the goods herein is liable for any loss thereof or damage or injury thereto, except as herein provided.

CONNECTING CARRIERS

2. Where shipments are handled by more than one carrier, the carrier issuing the bill of lading, in addition to any other liability hereunder, is liable for any loss, damage or injury to the goods caused by or resulting from the act, neglect or default of any other carrier to whom the goods are delivered and from which the other carrier is not by the terms of the bill of lading relieved from which the other carrier is not by the terms of the bill of lading relieved and the onus of proving that such loss, damage or injury was not so caused and did not so result in upon the carrier issuing the bill of lading.

ORIGINATING CARRIER

3. The carrier issuing the bill of lading is entitled to recover from any other carrier to whom the goods are delivered in the course of their conveyance to their final destination the amount of the loss, damage or injury that the carrier issuing the bill of lading may be required to pay hereunder caused by or resulting from the handling of the goods by the other carrier, if the carrier issuing the bill of lading is not relieved therefrom by the terms of the bill of lading, and if the loss, damage or injury was not caused by the act, neglect or default of the carrier issuing the bill of lading, subject to the onus set out in paragraph 2.

REMEDY BY SHIPPER

4. Nothing in paragraphs 2 or 3 deprives the holder of the bill of lading, or party entitled to the goods, of any remedy or right of action that he may have against the carrier issuing the bill of lading or against any other carrier.

EXCEPTIONS FROM LIABILITY

5. The carrier is not liable for loss, damage or delay to any of the goods described in the bill of lading caused by act of God, the Queen's or public enemies riots, strikes, defect or inherent vice in the goods the act or default of the shipper or owner, the seed, livestock or other commodities caused by natural shrinkage.

STOPPAGE IN TRANSIT

6. Where goods are shipped and held in transit at the request of the party entitled to request it, the goods are held at the risk of the owner

DELAY

7. No carrier is bound to transport the goods by any particular public commercial 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.

ROUTING BY CARRIER

8. In case of physical necessity the carrier has the right to forward the goods by any conveyance or by any route between the point of shipment and the destination; but if the goods are forwarded by a conveyance that is not a public commercial vehicle, the liability of the carrier is the same as though the entire carriage were by public commercial vehicle.

VALUATION

9 Subject to paragraph 10, the amount of any loss, damage or injury for which the carrier is liable, whether or not the loss, damage or injury results from negligence shall be computed on the basis of:

- (1) the value of the goods at the place and time of shipment including the freight and other charges if paid, or
- (2) where a value lower than that referred to in subparagraph 1 has been represented in writing by the consignor or has been agreed upon, such lower value.

MAXIMUM LIABILITY

10. Except in respect of a shipment by the holder of a Class "11" operating license, the amount of any loss or damage computed under subparagraph 1 or 2 of paragraph 9 shall not exceed \$2.00 per pound unless a higher value is declared on the face of the bill of lading by the consignor.

OWNERS RISK

11. Where it is a term of condition that the goods are carried at the risk of the consignor or owner, the condition covers only such risks as are necessarily incidental to transportation and shall not relieve the carrier from liability for any loss, damage, injury or delay that may result from any negligence or omission of the carrier, its agents or employees and the burden of proving the absence of negligence or omission is on the carrier.

NOTICE OF CLAIM

12. The carrier is not liable for loss, damage, injury 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, injury or delay is given in writing to carrier at the point of delivery or at the point of origin within 60 days after the delivery of the goods, or, in case of failure to make delivery, within ninety days after a reasonable time for delivery has elapsed.

WAREHOUSING BY CARRIER

13. Where, through no fault of the carrier, the carrier is unable to effect delivery of goods to the person entitled to receive them, the goods may:
(a) be kept in the warehouse of the carrier, subject to a reasonable charge for storage and to the carrier's responsibility as warehouseman only or:

(b)PUBLIC WAREHOUSE

at the option of the carrier, after written notice of the car and consignee of the goods in person or by registered mail, be removed to, and stored in, a public or licensed warehouse at the expense of the owner of the goods and there held at the risk of the owner without liability on the carrier, and subject to a lien for all freight and other lawful charges including a reasonable charge for storage.

ARTICLES OF EXTRAORDINARY VALUE

14. No carrier is bound to carry any documents, specie or any articles of extraordinary value unless by a special agreement to do so and where the nature and stipulated value of the goods is disclosed to him, the duty of obtaining such special agreement is on the carrier

FREIGHT CHARGES

15. The owner, or consignee of the goods, shall pay the freight and all other lawful charges accruing on the goods, and if required by the carrier shall pay the same before delivery and if the goods shipped are not those described in the bill of lading, the freight charges shall be paid upon the goods actually shipped with any additional penalties due.

DANGEROUS GOODS

16. Every person, whether as principal or agent, shipping explosives or dangerous goods without full previous written disclosure to the carrier or their nature, shall indemnify the carrier against all loss, damage or injury caused thereby and the goods may be warehoused at the risk and expense of the owner of the goods.

ALTERATIONS

17. Any alteration addition or erasure in a bill of lading shall be signed or initialed by the parties thereto.