

1. UNIFORM TERMS OF CARRIAGE TO APPLY

This contract for carriage of goods is subject to and includes all statutory terms and conditions as enacted for the carriage of general freight pursuant to any statute or regulation in force and effect at the time of shipment, set by any lawful authority or entity in the jurisdiction of origin.

2. LIMITATION OF LIABILITY

(a) Unless the consignee has declared a value of the goods on the face of the Bill of Lading, the amount of any loss or damage for which the carrier is liable shall be the lesser of:

- 1) The value of the goods at the place and time of shipment, including freight charges if paid,
Or
- 2) The amount of \$4.41 per kilogram (\$2.00 per pound), computed on the total weight of the shipment, including freight charges if paid.

(b) The carrier is not liable for loss attributed to indirect, consequential, or accidental costs occurring to or incurred by any party due to the loss of, delay in delivery, or non-delivery or damage to the goods.

3. RECEIPT OF GOODS

The carrier acknowledges receipt of the goods itemized on the face of this Bill of Lading by the consignor in apparent good order. The signature of the consignee for the receipt of the goods shall not preclude future claims for the loss or damage made within the time limits as outlined within the "uniform terms of carriage" (Item 1.), and of the "notice of claim" (Item 4.)

4. NOTICE OF CLAIM

(a) Notice of claim must be submitted in writing, including particulars of the origin, destination and date of shipment, to both the originating carrier and to the delivering carrier within Sixty (60) days after delivery, or failure to make delivery, of the goods.

(b) The final "Statement of claim" must be submitted in writing, within Nine (9) months from the date of shipment together with a copy of any paid freight bill.

5. 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 packaged and prepared to withstand those risks of damage incidental to transportation.
- (c) Dangerous Goods have been prepared to comply with all applicable legislation and regulations governing the transport of Dangerous 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 as 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. In the event of 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.

8. ENTIRE CONTRACT

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