



STRAIGHT BILL OF LADING - NOT NEGOTIABLE



DATE _____
 TRIP NO. _____
 FOR CARRIER USE ONLY

SHIPPER / CONSIGNOR (FROM)		CONSIGNEE (TO)	
STREET		STREET	
CITY		CITY	
PROVINCE/STATE	POSTAL CODE	PROVINCE/STATE	POSTAL CODE / ZIP CODE
ROUTE	VEHICLE	TLR	

Appointment Time: _____
 Time Arrived: _____ Time Departed: _____ Total Time Loading: _____
 Time Arrived: _____ Time Departed: _____ Total Time Off Loading: _____

H/M OR D/G	UN #	DESCRIPTION OF ARTICLES MARKS AND EXCEPTIONS (SHIPPING NAME)	CLASS (SUB CLASS)	P.G.	WEIGHT (L or KG)	NO. OF PIECES	RATES

SHIPPER TO CIRCLE

PREPAID COLLECT

IF NOT INDICATED THE SHIPMENT WILL AUTOMATICALLY MOVE COLLECT

C.O.D.

CASH ON DELIVERY

AMOUNT:

DANGEROUS GOODS DOCUMENTS ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO			
24 - HOUR NUMBER	TYPE OF PLACARD	QUANTITY	EMERGENCY RESPONSE PLAN NO. PHONE NUMBER TO ACTIVATE ERAP
I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, are properly classified and packaged, have dangerous goods safety marks properly affixed or displayed on them, and are in all respects at proper condition for transport according to the Transportation of Dangerous Goods Regulations.			
Ex. Printed Name _____			

C.O.D. FEE

COLLECT \$

PREPAID \$

TOTAL

"THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION."

The contract for the carriage of goods listed in this bill of lading shall be deemed to include and be subject to the terms and conditions prescribed by law of the jurisdiction where the goods originate, which if Newfoundland, Nova Scotia, New Brunswick, Prince Edward Island, Saskatchewan and British Columbia, the regulations made pursuant to the Motor Carrier Act of each Province; Quebec, the bill of lading form and terms and conditions approved by the Quebec Transport Commission; Ontario, the Public Commercial Vehicles Act and Regulations thereto; Manitoba, The Highway Traffic Act and Regulations thereto; Alberta, The Motor Transport Act and Regulations thereto. (SEE REVERSE SIDE)

DECLARED VALUATION \$

MAXIMUM LIABILITY OF CARRIER IS \$2.00 PER LB. (4.41 PER KILOGRAM) UNLESS DECLARED VALUATION STATES OTHERWISE.

NOTICE OF CLAIM

Article 12a - The carrier shall not liable for the loss, damage or delay to any goods transported pursuant to this 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 (or the delivering carrier) within 60 days after the delivery of the goods, or in the case of failure to make delivery within nine months from the date of shipment of the goods.
 Article 12b - The final statement of the claim shall be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill.

SHIPPER

CARRIER



PER _____ PER _____ DATE _____

DELIVERY RECEIPT	
RECEIVED ABOVE DESCRIBED FREIGHT IN GOOD ORDER EXCEPT AS NOTED	
PIECES RECEIVED	DATE
BY _____ (SIGNATURE) X	_____ X DRIVER'S SIGNATURE

SPECIFIED CONDITIONS OF CARRIAGE

SCHEDULE

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 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.
3. *Recovery from the 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 hereunder resulting from loss of or damage to the goods while they were in the custody of such other carrier.
When shipments are interlined between carrier, settlement of concealed damage claims shall be prorated on the basis of revenue received.
4. *Remedy by Consignor or Consignee*
Nothing in article 2 or 3 deprives a consignor or consignee of any rights he may have against the carrier.
5. *Exceptions from Liability*
The carrier shall not be liable for loss or 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 difference in weights of grain, seed, or other commodities caused by natural 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 licenced for-hire vehicle.
8. *Stoppage in Transit*
Where the 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 that referred to in paragraph a has been presented 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 \$4.41 per kilogram 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.
11. *Consignor's Risk*
Where it is agreed that the goods are carried at the risk of the consignor of the goods, such agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any loss or damage or delay which may result from any negligent act omission of the carrier, his agents or employees and the burden of proving absence from negligence shall be on the carrier.
12. *Notice of Claim*
 - (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 or 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 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 any documents, specie or any articles of extraordinary value unless by special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed 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*
 - (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 a notice has been given by the carrier pursuant to paragraph a of article 16, 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 shipment on the bill of lading. Where the actual weight of the shipment does not agree with the weight shown on the bill of lading, the weight shown thereon is subject to correction by the carrier.
20. *C.O.D. Shipments*
 - (a) A carrier shall not deliver a C.O.D. shipment unless payment is received in full.
 - (b) the charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments must be collected from the consignee unless the consignor has otherwise so indicated and instructed on the bill of lading.
 - (c) A carrier shall remit all C.O.D. monies to the consignor or person designated by him within fifteen (15) days after collection.
 - (d) A carrier shall keep all C.O.D. monies separate from the other revenues and funds of his business in a separate trust fund of account.
 - (e) A Carrier shall include as a separate item in his schedule of rates the charges for collecting and remitting money paid by consignees.