



1036 GREEN VALLEY RD., LONDON ON N6N 1E3  
 PH: 519-668-7007 FX: 519-668-7808

**STRAIGHT BILL OF LADING**

**NO.**

CONSIGNOR \_\_\_\_\_ DATE \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_ CONSIGNOR'S NO. \_\_\_\_\_  
 ORIGIN (CITY/STATE) \_\_\_\_\_ PHONE \_\_\_\_\_

Received at the point of origin on the date specified, from the consignor mentioned herein, the property herein described, in apparent good order, except as noted (contents and conditions of contents of package unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and to deliver to the consignee at the said destination, if on its own authorized route or otherwise to cause to be carried by another carrier on the route to said destination, subject to the rates and classification in effect on the date of shipment.  
 It is mutually agreed, as to each carrier of all or any of the goods over all or any portion of the route to destination, and as to each party at any of the goods, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, including conditions on back hereof, which are hereby agreed by the consignor and accepted for themselves and their assigns.

CONSIGNEE \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 DESTINATION (CITY/STATE) \_\_\_\_\_

# OF PCS	# OF SKIDS	DESCRIPTION	WEIGHT	RATE	AMOUNT	FREIGHT CHARGES
						<input type="checkbox"/> COLLECT <input type="checkbox"/> PREPAID <input type="checkbox"/> 3RD PARTY * Subject to Section 7 (No Recourse Clause)
						<b>C.O.D. SHIPMENTS</b>
						AMOUNT \$
						COLLECTION CHARGE \$
						<b>TOTAL \$</b>
						* Subject to Section 7 (No Recourse Clause)
						<b>DECLARED VALUE</b>
						<b>TOTAL \$</b>
						** Max. liability of \$4.41/kg or \$2.00/lb on total weight of shipment for all claims resulting from damage or loss, unless <b>value declared above</b>
						***All claims must be recorded at time of receipt.

**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 with sixty (60) days after the delivery of the goods, or, in case of failure to make delivery within nine (9) months from the date of shipment.

(b) The final statement of the claim must be filled within nine (9) months from the date of shipment together with a copy of the paid freight bill.

**CONDITIONS:**

- The following provisions shall apply to all transportation of goods by for-hire highway carrier licensed under the Motor Vehicle Act (Canada, SOR/2005-404) for the transportation of general freight.
- A Bill of Lading shall be completed as provided herein for each shipment.
- The Bill of Lading shall be signed in full, not initialed, by the consignor and the carrier as an acceptance of all terms and conditions contained therein.
- The carrier of the goods herein described is liable for any loss or damage to goods accepted by him or his agent except as hereinafter provided.
- 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 weights of grain, seed, or other commodities caused by natural shrinkage.
- 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 BOL.
- 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 that party.
- The amount of any loss or damage computed shall not exceed \$4.41 per kilogram or \$2.00 per pound on the total weight of the shipment unless a higher value is declared on the face of the Bill of Lading.

CONSIGNOR \_\_\_\_\_ CARRIER \_\_\_\_\_ CONSIGNEE \_\_\_\_\_  
 PER \_\_\_\_\_ PER \_\_\_\_\_ PER \_\_\_\_\_  
 DATE \_\_\_\_\_ DATE \_\_\_\_\_ DATE \_\_\_\_\_

## CONDITIONS OF CARRIAGE

**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 agents, 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 of 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 Connection 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, 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.

**4. Remedy by Consignor or Consignee** - Nothing in articles 2 or 3 deprives a consignor or consignee of any rights he may have against any carrier.

**5. 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 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 licensed for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed for-hire vehicles.

**8. 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 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 represented 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 \$2.00 per pound (\$4.41/kg), 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, damage or delay which may result from any negligent act or 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 or delay is given in writing to the originating carrier or the delivering carrier within sixty (60) days after the delivery of the goods, or - in the case of failure to make delivery - within nine (9) months from the date of the shipment. b) the final statement of claim must be filed nine (9) months from the date of the shipment together with a copy of the paid freight bill.

**13. Articles of Extraordinary Value** - No carrier is bound to carry any documents, species, or any articles of extraordinary value, unless by a 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 Charges** - 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 consignor fail to indicate that the shipment is to move prepaid, or fail to have indicated how the shipment is to move, it will automatically move on a collect basis. Exception applicable to **US-Consignors only**: All shipments on Straight Bill of Ladings are subject to Section 7 of 49 CFR 1035 (a.k.a: "No Recourse Clause").

**15. Dangerous Goods (HazMat)** - Every person, whether as principal or agent, shipping explosives or dangerous goods (HazMat) without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all loss, damage or delay so caused, 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 can not 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 the goods may be stored in the carrier's or a 3rd party warehouse, subject to reasonable charge for storage.

**17. Weight** - It shall be the responsibility of the consignor to show correct shipping weights of the shipment on the Bill of Lading, including any pallets or other means used to contain the shipment. Failing to do so, the weights shown thereon are subject to correction by the carrier.