



Another Cool Move

Baden ■ Barrie ■ Montreal ■ New Hamburg ■ North Bay ■ Ottawa ■ Thunder Bay ■ Toronto ■ Trenton ■ Sault Ste Marie ■ Windsor ■ Winnipeg

CONDITIONS

As provided by Public Commercial Vehicles Act, Reg. 829 Revised Regulations of Ontario, 1980, and Ontario Regulation 76/82.

LIABILITY OF CARRIER

1. The carrier of the goods herein described 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, and the onus of providing that such loss, damage or injury was not so caused and did not so result is 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 wherefrom 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.

EXCEPTION 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 an act of God, the Queens or public enemies, riots, strikes, defect or inherent vice in the goods, the act or default of the shipper or owner, the authority of the law, quarantine or differences in weights of grain, seed, livestock or other commodities caused by natural shrinkage.

STOPPAGE IN TRANSIT

6. Where goods are topped 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 point of 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,

- i. the value of the goods at the place and time of shipment including the freight and other charges if; or
- ii. where a value lower than that referred to in sub-paragraph (i) 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 "H" operating license, the amount of any loss or damage computed under subparagraph (i) or (ii) of paragraph 9 shall not exceed \$4.41 per kilogram unless the consignor declares a higher value on the face of the bill of lading.

OWNER'S RISK

11. Where it is a term or 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 any 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 or negligence or omission is on the carrier.

NOTICE OF CLAIM

12. (a) No carrier is 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 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 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.

WAREHOUSING BY CARRIER

13. Where, though 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 warehouse of the carrier, subject to a reasonable charge for storage and to the carriers responsibility as warehouseman only; or Public Warehouse.
 - (b) at the option of the carrier, after written notice of the carrier's intention to do so has been served on the consignor 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 part of the carrier and subject to lien for all freight and other lawful charge 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 a special agreement 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 previous full written disclosure to the carrier of 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 initialized by the parties thereto.

ERB TRANSPORT LIMITED

290 Hamilton Road. New Hamburg N3A 1A2
Telephone:(519) 662-2710 Fax:(519) 662-3316
Toronto Telephone:(905) 670-8490 Fax:(905) 670-8467