

## **DOMESTIC TRUCKING – GENERAL FREIGHT CONTRACT OF CARRIAGE**

The following provisions shall apply to all transportation of goods by for-hire highway carriers licensed under the Motor Vehicle Transport Act (Canada, R.S.C. 1970, M-14) or under provincial statutes with the exception of the transportation of:

- a) Used household goods,
- b) Livestock,
- c) Bus parcel express shipments,
- d) The personal luggage of bus passengers,
- e) Such other specific commodities as may be specified by provincial law.

### **BILL OF LADING**

1. A Bill of Lading shall be completed as provided herein for each shipment and shall serve as a contract of carriage
2. On each article covered by the Bill of Lading, there shall be plainly marked thereon by the consignor, the name of the consignee and the destination thereof. This requirement does not apply in cases where the shipment is from one consignor to one consignee and constitutes a truckload shipment.
3. The Bill of Lading shall be signed in full (not initialed), by the consignor and by the carrier as an acceptance of all items and conditions contained herein.
4. At the option of the carrier a waybill may be prepared by the carrier and the waybill shall bear the same number or other positive means of identification as the original Bill of Lading. Under no circumstances shall the waybill replace the original Bill of Lading.

### **CONDITIONS OF CARRIAGE**

#### **1. Liability of Carrier**

The carrier of the goods described in this contract is liable for any loss of or damage to goods accepted by the carrier or the carrier's 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 originating carrier and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier), in addition to any other liability under this Schedule, 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 delivered and from which liability the other carrier is not relieved.

#### **3. Recovery from Connecting Carriers**

- i. 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 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.
- ii. If there is a concealed damage settlement and the goods were interlined between carriers so that it is not clear as to who had custody of the goods when they were damaged, the originating carrier or delivering carrier, as the case may be, is entitled to recover from each of the connecting carriers an amount prorated on the basis of each carrier's revenue for carriage of the damaged goods.

#### **4. Remedy by Consignor or Consignee**

Nothing in Article 2 or 3 deprives a consignor or consignee of any rights the consignor or consignee 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 contract of carriage caused by an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, an 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 carry goods by any particular public truck or in time for any particular market or otherwise than with due dispatch, unless by agreement that is specifically endorsed in the contract of carriage and signed by the parties.

#### **7. Routing by Carrier**

If the carrier forwards the goods by a conveyance that is not a public truck, the liability of the carrier is the same as though the entire carriage were by public truck.

#### **8. Stoppage in Transit**

If 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 the lesser of,

- i. The value of the goods at the place and time of shipment, including the freight and other charges if paid, and
- ii. \$4.41 per kilogram computed on the total weight of the shipment.

#### **10. Declared Value**

If the consignor has declared a value of the goods on the face of the contract of carriage, the amount of any loss or damage for which the carrier is liable shall not exceed the declared value.

#### **11. Consignor's Risk**

- i. If it is agreed that the goods are carried at the risk of the consignor, that agreement covers only such risks as are necessarily incidental to the carriage and the agreement does not relieve the carrier from liability for any loss or damage or delay that results from the negligence of the carrier or the carrier's agents or employees.
- ii. The burden of proving absence of negligence shall be on the carrier.

## **12. Notice of Claim**

- i. No carrier is liable for loss, damage or delay to any goods carried under the contract of carriage unless notice of the loss, damage or delay 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 delivery of the goods or, in the case of failure to make delivery, within nine months after the date of shipment.
- ii. The final statement of the claim must be filed within nine months after the date of shipment, together with a copy of the paid freight bill.

## **13. Articles of Extraordinary Value**

- i. No carrier is bound to carry any documents, specie or articles of extraordinary value unless by a special agreement to do so.
- ii. If such goods are carried without a special agreement and the nature of the goods is not disclosed in the contract of carriage, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in Article 9.

## **14. Freight Charges**

- i. 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 contract of carriage, the freight charges must be paid upon the goods actually shipped with any additional charges lawfully payable on the freight charges.
- ii. If a consignor does not include that a shipment is to be moved prepaid, or does not 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 dangerous goods without previous full disclosure to the carrier as required by law shall indemnify the carrier against all loss, damage or delay caused by the failure to disclose and such goods may be warehoused at the consignor's risk and expense.

## **16. Undelivered Goods**

- i. If, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery cannot be made and shall request disposal instructions.
- ii. Pending receipt of disposal instructions,
  - a) The goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or
  - b) If the carrier has notified the consignor of this 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**

If a notice has been given by the carrier pursuant to paragraph I of Article 16, and no disposal instructions have been received within 10 days after 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 in the contract of carriage on the carrier's liability and any alteration to the contract of carriage shall be signed or initialed by the consignor and the originating carrier or their agents and, unless signed and initialed, shall be without effect.

## **19. Weights**

- i. It shall be the responsibility of the consignor to show correct shipping weights of the shipment on the contract of carriage.
- ii. If the actual weight of the shipment does not agree with the weight shown on the contract of carriage, the weight shown on the contract of carriage may be corrected by the carrier.

## **20. C.O.D. Shipments**

- i. The carrier shall not deliver a C.O.D. shipment unless payment is received in full.
- ii. 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 instructed otherwise on the contract of carriage.
- iii. The carrier shall keep all C.O.D. money in a trust fund or account separate from the other revenues and funds of the carrier's business.
- iv. The carrier shall remit all C.O.D. money to the consignor, or person designated by the consignor, within 15 days after collection.

## **21. Packaging of Goods**

- i. The consignor shall be responsible for ensuring that all goods left with carrier for shipment under this contract of carriage are properly packaged and secured to meet the extremes of movement normally expected with the transport of goods of a like or similar nature, and to include a factor of safety against the unexpected.
- ii. The carrier shall not be responsible for damages arising out of improper or lack of proper packaging of goods, howsoever arising.