



## **TERMS AND CONDITIONS**

### **APPLICABLE LEGISLATION**

Conditions of carriage as prescribed by the legislation and regulations in force in the jurisdiction at the time and place of shipment are hereby incorporated by reference and apply to carrier services performed pursuant to this bill of lading/waybill.

### **LOSS, DELAY AND LIMITATION OF LIABILITY**

Unless specifically agreed to in writing prior to shipping the goods, the Carrier shall not:

1. be liable for any special, incidental, consequential, indirect or other damages, including, without limiting the generality of the foregoing, loss of earnings, loss of profits or penalties of any kind caused by misdelivery, failure to deliver or delay in delivery of a shipment or part thereof, regardless of the cause of such misdelivery, failure to deliver or delay in delivery including misdelivery, failure to deliver or delay in delivery caused by the negligence of the Carrier, its servants and agents;

2. be liable for any loss, damage or injury to a shipment, or part thereof, in excess of \$2.00 per pound (4.41 per kilogram), of actual product loss or damage, unless a higher value is declared on the face of the bill of lading/waybill by the Shipper and extra charges paid in accordance with the Carrier's filed tariff. This limitation of liability shall apply notwithstanding any disclosure of the nature or extraordinary value of the goods shipped. Acceptance of excess value at the discretion of the carrier.

\* NOTE \*: Delivery times for all levels of services are not guaranteed and will vary with delivery distance, road and weather conditions.

\*\* For delivery purposes, business hours are considered to be 8:00 A.M. - 5:00 P.M.

### **INSURANCE**

Additional insurance of \$1.00 per \$100.00 (or fraction thereof) will be assessed on the declared value (if any). The Shipper has the sole responsibility for insuring the goods above the maximum available from the Carrier and the Carrier bears no responsibility for same.

### **NOTICE OF DAMAGE OR LOSS**

Any loss, damage or injury must be noted on the bill of lading/waybill at any time of delivery otherwise the Consignee's signature will constitute conclusive proof of goods having been delivered and received in good order and condition. The Carrier shall not be liable for loss, damage or injury to any of the goods carried pursuant to this bill of lading/waybill 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 injury is given in writing to and received by the originating or delivering carrier at any office of the Carrier within 60 days after delivery of the goods or, in the case of failure to make delivery, within nine months from the date of shipment of the goods. Further, the Carrier shall not be liable unless the final statement of claim is filed within nine months from the date of shipment of the goods together with a copy of the paid freight bill.

### **DANGEROUS GOODS**

The Carrier shall not be liable for any loss, damage, injury, or failure to perform to and arising from goods that are prohibited, restricted or required to be carried in special containers by CTC, IATA or otherwise, unless the Shipper fully discloses the nature of the dangerous goods and same have been properly contained and labeled in conformity with the applicable federal and provincial statutes. The Shipper hereby agrees to indemnify and save harmless the carrier for all costs and damages of any nature whatsoever for its failure to disclose, label and/or properly contain dangerous goods.

### **CARRIER NOT LIABLE FOR PALLETS OR THEIR RETURN**

Unless the Shipper incorporates exactly the "Carrier's Pallet Instruction Form" on the face of the bill of lading, then the presumption shall be that the Carrier is not liable for the pallets, their return, their exchange, or any direct or indirect cost incurred by any party with respect to the pallets. The "Carrier's Pallet Instruction Form" is available from the Carrier or in the Carrier's filed tariff.

### **ENTIRE AGREEMENT**

This bill of lading/waybill constitutes the entire agreement between the parties and no servant, agent or representative of the carrier is authorized to add to, alter, modify or waive any provision of this agreement.

**NOTE: CARRIER DOES NOT GUARANTEE DELIVERY TIMES,  
INCLUDING BUT NOT LIMITED TO DELIVERY TIMES FOR TENDERS.**

**HEAD OFFICE:** 300 – 10362 King George Hwy. Surrey, BC V3T 2W5 PHONE 604-580-4600 FAX 604-580-4601

(For terminal locations and phone numbers please go to our [Contacts](#) page)

**PLEASE CALL YOUR LOCAL TERMINAL FOR DEFINITION OF SERVICE LEVELS AND TIME FRAMES**