



Highway Carrier – Bill of Lading Terms and Conditions.

1. Uniform Terms of Carriage to Apply

This contract for carriage of goods includes all uniform terms of carriage enacted for the carriage of general freight pursuant to any statute, regulation or by any lawful entity which is in force and affect in the jurisdiction of origin of this contract at the time of shipment.

2. Notice of Claim

(a) No carrier is liable for loss damage or delay to any goods carrier under the Bill of Lading unless notice thereof setting out the 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 to the delivering carrier within sixty (60) days after the delivery of the goods, or in the case of the failure to make delivery, with nine (9) months from the date of shipment.

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

3. Receipt of Goods

The consignee acknowledges the receipt of the goods itemized on the face of the within Bill of Lading by the consignor in apparent good condition. The signature of the consignee for receipt of the goods shall not preclude future claims for the loss or damage made within the time limits prescribed by the uniform terms of carriage.

4. Limitation of Liability

(a) Unless the consignee has declared a value of the goods on the face of the Bill of Lading, 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 freight and other charges if paid,

and

(ii) \$4.41 per kilogram computed on the total weight of the shipment.

(b) The consignee acknowledges that the carrier cannot be reasonably be aware of the consequences of and the costs accruing to the consignor, consignee, owner or any other part in the even t of the loss of use of the goods due to late, delayed or non-delivery of the whole or partial destruction of all or any part of the goods however caused. Accordingly the carrier is not liable for the indirect, consequential or incidental loss occurring to any party because of the loss, late, delayed or non-delivery or damage to the goods.

5. Liability for Payment

Regardless of any instructions provided for the payment of freight charges, the consignor shall, in the event the carrier is unable to collect in accordance with those instructions, be responsible for all freight charges together with all costs incurred as a result of inability to collect transportation charges in accordance with the consignor's instructions.

6. Entire Contract

The Uniform Terms of Carriage and conditions herein form the entire contract between the parties which shall not be modified without the written consent of both parties.