

## ROAD TRANSPORT CONDITIONS

### I. BILL OF LADING

1. A bill of lading shall be issued for each shipment, in accordance with the legislative disposal and regulations in effect and the clauses of this bill of lading representing the intention of the parties. In the absence of a bill of lading, the purchase order represents the contract between parties.
2. On each article covered by the bill of lading, the name of the consignor and the destination thereof shall be clearly marked and identified. 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 terms and conditions contained therein.
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 identifications as the original bill of lading. Under no circumstances shall the waybill replace the original bill of lading.
5. Moreover, regarding the bill of lading held by the consignee or the endorser, in counter-part of a valid consideration, the consignor exonerates of all liability the carrier or every other signatory of the bill of lading, in the event where goods or part of them would not be freighted forward.

### II. CONDITIONS OF CARRIAGE

6. Liability of carrier: 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 or except as provided in the Terms and Conditions.
7. Liability of initial carrier and delivering carrier: Where a shipment is accepted for carriage by more than one carrier, the carrier issuing by the bill of lading (hereinafter called the initial 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 or damage to the goods that any other carrier to whom the goods are or have been delivered and from which liability of the other carrier is not relieved.
8. Recovery from the other carriers: the initial 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 initial carrier or delivering carrier, as the case may be, may be required to pay hereunder resulting from the loss or damage to the goods while they were in the custody of such other carrier. When shipments are interlined between carriers, settlement of concealed damage claims shall be prorated on the basis of revenues received.
9. Remedy by consignor or consignee: Nothing in sections 7 or 8 deprives a consignor or a consignee of any rights he may have against any carrier.
10. Exceptions from liability: Relative to the goods described (or not) to the bill of lading, the successive or combined carrier, is not responsible for loss, damage, or delay caused by negligence or an act or default of the consignor or consignee, their officers, or their administration; a fire, except if it caused by the act or the negligence of the carrier; a fortuitous event or an act of god, the queen's; an event of war; an event of public enemies; judicial seizures; a quarantine; an act or omissions of the loader or the owner of the goods, his agent or his representative; strikes, lock-outs, cessations, hindrances caused to the work, for any cause even partially or completely; riots or civilian inconveniences; feigned volume or mass or any loss or damages caused by latent defects, special temperament or own defect of the goods; a packaging insufficiency; a brand insufficiency or defect; a latent defects who slip reasonable diligence.
11. Delay: No carrier is bound to transport the goods by any particular vehicle or in time for any particular market or otherwise than with regular means of transportation, unless by agreement specifically endorsed on the bill of lading signed by the parties thereto.
12. Routing by carrier: In case of physical necessity where the carrier forward the goods by conveyance that is not a licensed for-hire vehicle, the liability of the carrier is the same as through the entire carriage were by licensed for-hire vehicle.
13. 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.
14. Valuation: Subject to section 15, 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 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.

15. Maximum liability: The amount of any loss or damage computed in accordance with the provisions of paragraph (A) or (B) of section 14 must not exceed \$4.41/Kg calculated solely on the lost or damaged portion of the shipment unless the consignor has declared a higher value on the front of the bill of lading.

16. Consignor's risk: The carried goods are to the own risk of the consignor of the goods. The carrier remains liable of loss, damage, or delay caused by negligence or an act of default of his own, of his agents or employees the burden of proving absence from negligence shall be on the carrier.

17. Notice of claim:

1) 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 initial carrier or the delivering carrier within 60 days after the delivery of the goods, or, in the case of failure to make delivery, within 9 months from date of shipment.

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

3) Only the carrier can extend such filing delays for the notice of claim with a written authorization to that effect.

18. Articles of extraordinary value: Unless an express and written agreement, the carrier, at the time of LTL carriage, shall not be liable for any loss or damage caused while the carriage of goods of extraordinary value. In absence of such a special agreement between parties, the liability of the carrier is limited in conformity with section 15.

19. Freight charges:

1) 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 for the goods shipped with any additional charges lawfully payable thereof including all the others extra charges rightfully payable including without limitation fuel, storage charges, lodging charges, excess mileage charges, fuel surcharges, customs charges and charges related to the disposal of perishable goods.

2) Should the consignor fail to indicate that a shipment is to move prepaid, or fail to indicate how the shipment is to be paid, it will automatically move on a collect basis.

20. Dangerous goods: every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all loss, damage, or delay caused thereby, and such goods may be warehoused at the consignor's risk and expense.

21. Undelivered goods:

1) Where, without fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery has not been made, and shall request disposal instruction.

2) Pending receipt of such disposal instructions:

a) The goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or

b) Provided that the carrier has notified the consignor of his intention, the goods may be removed too, 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 storage charge.

22. Return of goods: where notice has been given by the carrier pursuant to subsection 1 of section 21, and no disposal instructions have been received within 10 days from 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.

23. Modifications: Subject to section 24, any limitation on the carrier's liability on the bill of lading, and any modification or addition in the bill of lading shall be signed or initialed by the consignor or his agent and the initial carrier or his agent and unless such acknowledgment, such modifications shall be without effect.

24. Weight: It shall be the responsibility of the consignor to communicate the correct shipping weight of the shipment on the bill of lading. Where the actual weight of the shipment does not comply with the weight shown on the bill of lading the weight shown thereon is subject to correction by the carrier.

25. Collect on Delivery ("C.O.D.") shipments:

1) A carrier shall not deliver a C.O.D. shipment unless payment is received in full.

2) The charge of collecting and remitting the amount of C.O.D bill for C.O.D. shipments, must be collected from the consignee unless the consignor has otherwise so indicated and instructed on the bill of lading.

- 3) A carrier shall remit all C.O.D. monies to the consignor or person designated by him within 15 days after collection.
- 4) A carrier shall keep all C.O.D. monies separate from the other revenues and funds of his business in a separate trust fund or account.

### III. OTHER SPECIFICATIONS

All other specifications between parties must be indicated on the bill of lading.

26. All litigation without limit to the following generality according to interpretation, collection, liability related to this bill of lading, is governed by the law of the province of Quebec, Canada. The district of Montreal, province of Quebec, Canada, is the elected domicile for all litigations between parties at the exclusion of any other district.

27. In case of disagreement between the English and the French version, the French version will prevail over the English version.