

STRAIGHT BILL OF LADING

	DATE		Level of Service									
Day	Month	Year	General	Expedited								
		SPECIAL HA	NDLING (ADDITIONAL CHA	RGES APPLICABLE)								
Private Residence Pick Up Tailgate Pick Up Tailgate Delivery												
Private Residence Delivery Protect from Freezing Temperatu					trol (TL Only)							
Pallets Being Returned Trade Show PU Trade Show Delive					ry							
Return All Pallets In Bond *Hazardous Goods												
				Inside Delivery			*This shipm	nent contains	dangerous good	ds as set out in	the attached	
				<u> </u>			Shipper's D		3			
Consolidat	tion (At origin)	Deconsolidation (At destination)	Chain of Signature **All shipments containing	firearms or							
			SHIPPER	Ross Freight. Failure to pro COS to create your own. S				s/Forms.	NSIGNEE	ur snipment. You	can use the sample	
Day & Ross Acct No. Telephone No.						Day & Ross Acct No. Telephone No.						
		(Shipper's Name					Consign	ee's Name			
Pick-Up Address						Delivery Address						
City	у	Prov.	Postal Code	Country		City	Prov.	Po	stal Code	-	Country	
		MET	HOD OF PAYMENT					OTHER BILL	TO PARTICUL	.ARS		
			Prepaid	US								
			Collect	CDN	Bill to:							
Cash in Ad	dvance	Amount			Address	:						
Third Party	y Bill To	Account No										
Visa		Card No.								-		
American l	Express	Expiry Date	;			City	Prov.	Postal C	Code		Country	
Mastercard	d				GST No:						-	
	All used goo	ods and perso	onal effects are shipped at s	hipper's risk of damage.	(declared value) is not ap side for all terms and cond Weight		Declared Value (not applicable for shipments to or fro		om the U.S. per se	nits of liability. Exc ection 5(1)(c) (reve NMFC Item No.	erse side). See reverse	
No. of Pcs.	Desc	ription of Art	icles and Special Marks	LxWxH	LB	кс	CDN	us				
		•	·		1		\$		\$ -			
							\$					
								-	\$ -			
							\$	-	\$ -			
		·					\$	-	\$ -			
					1		\$		\$ -			
							\$	-	\$ -			
							\$	-	\$ -			
							\$	-	\$ -			
Shipper's Dec										Signature (p	rint)	
and packaged,	have danger	ous goods safe	onsignment are fully and accur ety marks properly affixed or d ous Goods Regulations.									
The uniform TERI this BILL OF LAD #1)			NOTICE OF CLAIM must be stated delivery. (See Term & Condition	submitted in writing within sixty (on #2)	60) days of		carrier's maximu Term & Conditi		ited by the TERM	S & CONDITIONS	S of the Bill of Lading.	
Shipper's Ref				Pick-Up Date				No. of Ha	andling Units			
Shipper's				Day & Ross Driver's				Total We	ight			
Signature Print Name			Signature Power Number	i -		Purchase Order						
								Trailer N	umper			

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 authority, which is in force and effect in the jurisdiction of origin of this contract at the time of shipment.

2. 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 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 delivery of the goods or partial delivery of the goods, or in the case of failure to make delivery, within nine (9) months of the date of shipment.
- (2) 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 Carrier acknowledges receipt of the goods itemized on the face of the within Bill of Lading by the consignor in apparent good order and condition.

4. CONSIGNOR'S WARRANTIES AS TO PREPARATION OF SHIPMENT

The consignor warrants to the Carrier:

- (1) The cartons, containers and goods have been marked to identify the consignee, the consignee's address, number of pieces and any delivery instructions and that such markings are consistent with the markings and instructions of this Bill of Lading.
- (2) The goods have been properly packaged and prepared to withstand those risks of damage necessarily incidental to transportation.
- (3) If these goods are Dangerous Goods, the goods and this Bill of Lading have been prepared to comply with all Federal and Provincial Laws and Regulations applicable to the Transportation of Dangerous Goods.

5. LIMITATION OF LIABILITY

- (1) 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 subject to the following limitations of liability:
- a. If the shipment originated in Canada, Carrier's maximum liability for loss or damage to the goods, computed on the total actual weight of the shipment shall be limited to the lesser of (i) CAD\$2.00 per pound (or CAD\$4.41 per kilogram), or (ii) the value of the goods at the place and time of shipment, including freight and other charges if paid, unless shipper or appropriate party has declared a higher value for the goods on the face of the Bill of Lading, in which case Carrier's maximum liability shall be the declared value of the goods;
- b. If the shipment originated in the United States, the lesser of (i) USD\$25.00 per pound, based on actual weight, per piece, ii) a value otherwise provided in the current National Motor Freight Classification, or (iii) USD\$100,000 per occurrence;
- c. For shipments from the United States to Canada, or from Canada to the United States, the Carrier does not provide excess liability coverage (declared value) for amounts exceeding the limitations of liability indicated at Sections 5(1)(a) or (b), as applicable, and any declared value in excess of the applicable limitation of liability shall be null and void, and the parties agree that the limitation of liability indicated in Section 5(1)(a) or (b), as applicable, will apply; and;
- d. Notwithstanding the above, the parties agree that all used goods and personal effects will be shipped at Shipper's risk of damage, with no liability whatsoever to Carrier for any damages. Personal and household items have a maximum liability of
- CAD \$0.10/lb for lost freight. All other used goods have a maximum liability of CAD\$0.50/lb for lost freight.
- (2) The parties agree that the Carrier cannot reasonably be aware of the consequences of and the costs accruing to the consignor, consignee, owner or any other party in the event of the loss of use of the goods due to the late, delayed or non-delivery of the goods, the whole or partial destruction of all or any part of the goods however caused. Accordingly, the Carrier is not liable for any indirect, consequential, special, exemplary or incidental loss occurring to any party because of the any delay or non-delivery, or damage to the goods.

6. DANGEROUS GOODS

Every person, whether as principal or agent, shipping dangerous goods without previous full disclosure to the Carrier as registered 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 expense.

7. 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 the inability to collect transportation charges in accordance with the consignor's instructions.

8. 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 the parties.

DAY & ROSS INC., NOVEMBER 2017