



1-185 Artesian Industrial Parkway, Bradford, ON L3Z 3G4, Canada  
 Toll Free: 1-800-655-0291 Fax: 1-888-492-6668  
 www.servicestar.ca

## Straight Bill of Lading - Original

Shipper's # \_\_\_\_\_

**PRO #** \_\_\_\_\_

**SHIPPER**

**CONSIGNEE**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ P.S./State: \_\_\_\_\_ Zip/PC \_\_\_\_\_  
 Tel: \_\_\_\_\_  
 Attention: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ P.S./State: \_\_\_\_\_ Zip/PC \_\_\_\_\_  
 Tel: \_\_\_\_\_  
 Attention: \_\_\_\_\_

# of Pieces or Quality	Description of goods & Special Marks	Weight (subject to correction)	Rate	Amount

**FREIGHT CHARGES**

Prepaid: \_\_\_\_\_  
 Collect: \_\_\_\_\_

\*Freight charges will be collect unless marked prepaid.

**C.O.D**

Amount: \$ \_\_\_\_\_  
 Fee: \$ \_\_\_\_\_

COD Fee Prepaid: \_\_\_\_\_  
 COD Fee Collect: \_\_\_\_\_

- \* **A. VALUATION** Subject to paragraph B below, 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: (i) the value of the goods at the place and time of shipment including the freight and other charges if paid; or (ii), where a value lower than that referred to in subparagraph i. Has been represented in writing by the consignor or has been agreed upon, such lower value.
- \* **B. MAXIMUM LIABILITY** The amount of any loss or damage computed under subparagraph i or ii of paragraph A above shall **not exceed \$2.00 per pound** unless a higher value is declared on the face of the bill of lading by the consignor.
- \* **C.** Any agreement covering transportation of the goods described herein with other than due dispatch, or for specific time, must be endorsed on the bill of lading and signed by the parties hereto.
- \* **D.** When a shipment is at "owner's risk", the words "AT OWNER'S RISK" must be entered and initiated by both parties thereto.

\* **Additional Notes/Comments:**

**Received in apparent good order except when noted**

Shipper: \_\_\_\_\_ Agent: \_\_\_\_\_ Consignee: \_\_\_\_\_

Per \_\_\_\_\_ Per \_\_\_\_\_ Per \_\_\_\_\_  
(must be complete signature - initials not accepted)

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

**THE BILL OF LADING IS TO BE SIGNED BY THE SHIPPER & CARRIER'S AGENT**

# CONDITIONS

## LIABILITY OF CARRIER

1. The carrier of the goods herein described is liable for any loss thereof or damage thereto, except as herein provided.

## CONNECTING CARRIERS

2. Where shipments are handled by more than one carrier, the carrier issuing the bill of lading, in or addition to any other liability hereunder, is liable for any loss or damage to the goods caused by or resulting from the act, neglect or default of any other carrier to whom the goods are delivered and from which carrier is not by the terms of the bill of lading relieved and the onus of proving that such loss, or damage was not so caused and did not so result is upon the carrier issuing the bill of lading.

## ORIGINATING CARRIER

3. The carrier issuing the bill of lading is entitled to recover from any other carrier to whom the goods are delivered in the course of their conveyance to their final destination the amount of the loss, or damage that the carrier issuing the bill of lading may be required to pay hereunder caused by or resulting from the handling of the goods by the other carrier. If the carrier issuing the bill of lading is not relieved therefrom by the terms of the bill of lading, and if the loss, or damage was not caused by the act, neglect, or default of the carrier issuing the bill of lading, subject to the onus set out in paragraph 2.

## REMEDY BY SHIPPER

4. Nothing in paragraphs 2 or 3 deprives the holder of the bill of lading, or party entitled to the goods, of any remedy or right of action that he may have had against the carrier issuing the bill of lading or against any other carrier.

## EXCEPTIONS FROM LIABILITY

5. The carrier is not liable for loss, damage or delay to any of the goods described in the bill of lading caused by act of God, the Queen's or republic enemies, riots, strikes, defect or inherent vice in the goods, the act or default of the shipper or owner, the authority of law, quarantine or differences in weights of grain, seed, live stock or other commodities caused by natural shrinkage.

## STOPPAGE IN TRANSIT

6. Where goods are stopped and held in transit at the request of the party entitled to request it, the goods are held at the risk of the owner. Time charges would be at the discretion of the carrier. Charges for the time would incur and the cost would always be at the discretion of the carrier.

## DELAY

7. No carrier is bound to transport the goods by any particular public commercial vehicle or in time for any particular market or otherwise than with due dispatch, unless by agreement specifically endorsed on the bill of lading and signed by the parties thereto.

## ROUTING BY CARRIER

8. In case of physical necessity the carrier has the right to forward the goods by any conveyance or by any route between the point of shipment and the point of destination, but if the goods are forwarded by a conveyance that is not a public commercial vehicle, the liability of the carrier is the same as though the entire carriage were by public commercial vehicle.

## OWNER'S RISK

10. Where it is a term or condition that the goods are carried at the risk of the consignor or owner, the condition covers only such risks as are necessarily incidental to transportation and shall not relieve the carrier from any negligence or omission of the carrier, its agents or employees and the burden of proving the absence of negligence or omission is on the carrier.

## NOTICE OF CLAIM

11. The carrier is not 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 carrier at the point of delivery or at the point of origin within ninety days after the delivery of the goods, or, in the case of failure to make delivery within the ninety days after a reasonable time for delivery has elapsed.

## WAREHOUSING BY CARRIER

12. Where, through no fault of the carrier, the carrier is unable to effect delivery of goods to the person entitled to receive them, the goods may,

- a) be kept in the warehouse of the carrier, subject to a reasonable charge for storage and to the carrier's responsibility as warehouseman only; or

### Public Warehouses

- b) at the option of the carrier, after written notice of the carrier's intention to do so has been served on the consignor and consignee of the goods in person or by registered mail, be removed to, and stored in, a public or licensed warehouse at the expense of the owner of the goods and there held at the risk of the owner, 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.

## ARTICLES OF EXTRAORDINARY VALUE

13. No carrier is bound to carry any documents, specie or any articles of extraordinary value unless by a special agreement to do so and where the nature and stipulated value of the goods is disclosed to him the duty of obtaining such special agreement is on the carrier.

## FREIGHT CHARGES

14. The owner, or consignee of the goods, shall pay the freight and all other lawful charges accruing on the goods, if no credit facility is established, and if required by the carrier shall pay the same **before delivery**, and if the goods shipped are not those described in the bill of lading, the freight charges shall be paid upon the goods actually shipped with any additional penalties due.

## DANGEROUS GOODS

15. Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full written disclosure to the carrier of their nature, shall indemnify the carrier against all losses, damage or injury caused thereby and the goods may be warehouse at the risk and expense of the owner of the goods.

## ALTERNATIONS

16. Any alternation, addition or erasure in a bill of lading shall be signed or initiated by the parties thereto.

## RECEIVED IN GOOD ORDER

Received at point of origin on this date from the shipper, the goods herein described, in apparent good order, except as noted (contents and conditions of packages unknown) marked, consigned, and destined as indicated below, which the carrier agrees to carry and deliver to the consignee at the destination if on its own route, otherwise to delivery to another carrier on the route to the destination.

## ACCEPTANCE

It is agreed as to each carrier of all or any of the goods over all or any portion of the route to destination, and as to each party at any time interested in all or any of the goods, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained, including conditions on within this page hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.



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