



Terms & Conditions of Carriage

I. Application

It is mutually agreed that the services to be performed hereunder by Final Mile Logistics Inc. (the Carrier) shall be subject to the specified conditions of carriage contained in the applicable Provincial Motor Carrier Legislation and regulations thereto which are hereby incorporated by reference into the terms and conditions set forth below:

II. Bill of Lading and/or Waybill

1. A Bill of Lading shall be completed for each shipment.
2. At the option of the Carrier, a Carrier Waybill may be prepared by the Carrier that bears the same information and other positive identification as the original Bill of Lading and/or Waybill.
3. For each article covered by the Bill of Lading and/or Waybill, there shall be plainly marked thereon by the Consignor, the name of the consignee and the destination thereof.
4. The Bill of Lading and/or Waybill shall be signed in full (not initialed) by the Consignor and by the Carrier as an acceptance of all the terms and conditions contained therein. In the absence of or illegibility of the Consignor signature on the Bill of Lading and/or Waybill, it is understood that the Consignor accepts the terms and conditions contained herein by giving the shipment to the Carrier.
5. Bill of Lading shall mean both Bill of Lading and/or Waybill (whichever is used for the conveyance) when referenced in the following Conditions of Carriage.

III. Conditions of Carriage

1. **Exceptions from Liability:** The Carrier shall not be liable for loss, damage, or delay to any of the goods described in the Bill of Lading caused by an Act of God, the Queen's or Public Enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the Consignor, owner or consignee, authority of law, quarantine or differences in weights of grain, seed or other commodities caused by natural shrinkage.
2. **Delay:** No carrier is bound to transport the goods by any particular 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.
3. **Stopped in Transit:** Where good are stopped and held in transit at the request of the party entitled to so request, the good are held at the risk of that party.
4. **Valuation:** Subject to article 5 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 the value of the goods at the place and time of shipment including the freight charges.
5. **Limit of Liability:** The liability of the Carrier, its employees, and agents for damage to the goods shipped, damages for failing to perform the contract of carriage, or for performing the contract of carriage in a negligent manner is limited to \$4.41 per kilogram computed on the total weight of the shipment to a maximum liability of \$1,000 unless a higher value is declared on the face of the Bill of Lading by the Consignor, and this additional insurance paid for to Carrier at \$4.00 per \$100 value. Additional liability cannot exceed a maximum of \$50,000 of value.
6. **Application of the Limit of Liability:** The limit of liability in article 5 above shall apply to:
 - (a) all claims for damages including claims arising from:
 - I. failure to deliver the goods;
 - II. damage to the goods;
 - III. delay in delivering the goods; and
 - IV. theft of all or a part of the goods.
 - (b) all goods shipped regardless of value unless the shipper declares a higher value, as set forth below in article 7 below, or enters into a separate written agreement with the carrier
7. **Declared Valuation:** The Consignor may increase the Limit of Liability of \$4.41 per kilogram by declaring a higher value for the shipment in writing on the face of the Bill of Lading and by paying to the carrier an additional charge of \$4.00 per \$100.00 (or fraction thereof) of such value. Carrier shall not be required to accept any shipment with the declared value in excess of

\$1,000.00. The Consignor shall have the sole responsibility for insuring his goods above the maximum \$1,000.00 available from the carrier.

8. **Articles of Extraordinary Value:** No carrier is bound to carry any documents, specie, or articles of extraordinary value unless by a special agreement to do so in writing and signed by an authorized representative of the Carrier. A description of the goods on the Bill of Lading without such a special written agreement shall not render the carrier liable for any loss or damage in excess of the limit of liability stipulated in section 5 above.
9. **Limitation of Liability:** In no event shall the Carrier be liable for any lost profits, special, incidental, punitive or consequential damages arising out of or in connection with this agreement, even if the customer has advised the Carrier of the possibility of such damages.
10. **Notice of Claim: Carrier is to be advised as soon as possible of any loss, damage or excessive delay.**
 - (a) 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 Carrier within thirty (30) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment.
 - (b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.
11. **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 any loss, damage or delay caused thereby, and such goods may be warehoused at the Consignor's risk and expense.
12. **Undelivered Goods:** a) Where through no 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 instructions. (b) Pending receipt of such disposal instructions, i) The goods may be stored in the warehouse of the Carrier or its agents, subject to a reasonable charge for storage; or: ii) Provided that the Carrier has notified the Consignor of his intention, the goods may be removed to, 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 charge for storage. iii) Where no viable option for storage exists and as a result the freight remains on the truck, the Consignor accepts a reasonable fee per day for the freight to remain on the truck. A reasonable fee shall be no more than the Carrier's tariff wait time fee.
13. **Entire Agreement:** No deviation from the above terms and obligations as stated will be binding upon or affect the Carrier, its employees or agents unless specifically confirmed in writing by the Carrier.
14. **Weights:** It shall be the responsibility of the Consignor to show correct shipping weights of the shipment on the Bill of Lading. Where the actual weight of the shipment does not agree with the weight shown on the Bill of Lading, the weight shown thereon is subject to correction by the Carrier.
15. **Alterations:** Any alteration or addition or erasure to the Bill of Lading shall be initialed by the Carrier and the Consignor or his agent and is subject to verification of validity by comparing to the Carrier's copy of the Bill of Lading. The Carrier's copy will decide whether the alteration, addition, or erasure is valid.
16. **Damage to Shipment:** Any specific damage or shortage must be noted on the Bill of Lading at the time of delivery, otherwise the Consignee's signature will constitute conclusive proof of goods having been received in good order and condition.
17. **Collect Charges:** All collect shipments are subject to a surcharge of \$3.00. No Cash-On-Delivery (C.O.D.) shipments will be accepted by the Carrier. Interest at 2% per month (19.6% annually) will be charged on all overdue accounts. All freight charges are to be prepaid or guaranteed fully by the Consignor if charges are to be collect.