



Bill of Lading - Original - Not Negotiable

905.829.1884

905.829.8309

dispatch@mjwtransport.com

ISSUED IN ACCORDANCE WITH THE REGULATIONS MADE UNDER THE PUBLIC COMMERCIAL VEHICLE ACT

SHIPPER'S FULL NAME		CONTACT	DATE
STREET ADDRESS		CITY AND STATE / PROVINCE	POSTAL OR ZIP CODE

Received at the point shown on the date specified, from the shipper mentioned herein, the property herein described, in apparent good order, except as noted (contents and condition of contents in package unknown), marked consigned and destined as indicated above, which the carrier agrees to carry and deliver to the consignee at the said destination, if on its own authorized route or otherwise to cause to be carried by another carrier on the route to said destination, subject to the rates and classifications in effect on the date of the shipment. It is mutually 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 goods, that every service to be performed here under shall be subject to all the conditions not prohibited by law, whether printed or written, including MJW terms and conditions, which are hereby agreed to by the consignor and accepted for himself and his assigns. Carriers are not liable for goods shipped at "Shippers Risk", "Shippers Load and Count", and /or if not properly packed or crated. Items deemed "Owners Risk" are not subject to \$2.00 per pound; this agreement will supersede any declared valuation that is noted on the original bill of lading. Full terms and conditions are available on request.

CONSIGNEE TO		CONTACT NAME	PHONE
STREET ADDRESS		CITY AND STATE / PROVINCE	POSTAL / ZIP CODE

ROUTING/CONNECTING LINE VIA	TRANSFER POINT
MJW Transport Inc.	

QUANTITY	DESCRIPTION OF GOODS AND SPECIAL MARKS OR NUMBERS	DIMENSIONS (IN)			WEIGHT (lbs)	DANGEROUS GOODS		
		(L)	(W)	(H)		CLASS	UN #	PG

Total Pcs Note: If dimensions are not provided shipment will move as 1,400lbs per skid spot

VALUE ADDED SERVICES (Additional Charges Applicable) <input type="checkbox"/> Residential Pickup <input type="checkbox"/> Residential Delivery <input type="checkbox"/> Appointment <input type="checkbox"/> Power Tailgate Pickup <input type="checkbox"/> Power Tailgate Delivery <input type="checkbox"/> Temperature Controlled <input type="checkbox"/> Trade Show Pickup <input type="checkbox"/> Trade Show Delivery <input type="checkbox"/> Dangerous Goods <small>*NOTE: Attach Shippers' Shipping Document</small>	SPECIAL INSTRUCTIONS / ROUTING INFORMATION
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1) Any agreement covering transportation of the goods described herein with other than due dispatch, or specific time, must be endorsed on this bill of lading and signed by parties hereto.
 2) When a shipment is at owner's risk the words "at owner's risk" must be entered and initialed by both parties thereto.

DECLARED VALUE \$ _____ CDN/USD	MAXIMUM LIABILITY OF CARRIER SHALL NOT EXCEED \$2.00 PER POUND PER ARTICLE UNLESS A DECLARED VALUE IS ENTERED HERE (ADDITIONAL FEES WILL BE CHARGED FOR THIS).
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SHIPPER	CARRIER	CONSIGNEE	DRIVER TO COMPLETE <input type="checkbox"/> Shippers Load & Count <input type="checkbox"/> Shippers Risk of Damage <input type="checkbox"/> Uncrated <input type="checkbox"/> Wrapped Pallets <input type="checkbox"/> # of Pcs Received
SIGNATURE	SIGNATURE	SIGNATURE	
DATE	DATE	DATE	

THIS BILL OF LADING IS TO BE SIGNED BY THE SHIPPER, CARRIER AND CONSIGNEE.

I. APPLICATION

The following provisions shall apply to all transportation of goods for-hire highway carriers licensed under the Motor Vehicle Act or under provincial statutes with the exception of the transportation of:

- (a) Household Goods
- (b) Livestock
- (c) bus parcel express shipments
- (d) the personal luggage of bus passengers
- (e) other specific commodities as specified by provincial law

II. BILL OF LADING

1. A Bill of Lading shall be completed as provided herein for each shipment.
2. On each article covered by the Bill of Lading, there shall be plainly marked thereon by the consignor, the name of the consignee and the destination thereof.
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 thereon.
4. At the option of the carrier a waybill may be prepared by the carrier and the waybill shall bear the same number on the other positive means of identification as the original Bill of Lading. Under no circumstances shall the waybill replace original Bill of Lading.

III. CONDITIONS OF CARRIAGE

1. Liability of Carriers

The carrier of the goods herein described is liable for any loss of or damage to goods accepted by him or his agent except as hereinafter provided.

2. Liability of Originating and Delivering Carriers

Where a shipment is accepted for carriage by more than one carrier, the carrier issuing the Bill of Lading (hereinafter called the originating carrier) and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier), in addition to the other liability hereunder, are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not relieved.

3. Recovery from Connecting Carrier

The originating 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 originating carrier or delivering carrier, as the case may be, may be required to pay hereunder resulting from loss of 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 pro-rated on the basis of revenues received.

4. Remedy by Consignor or Consignee

Nothing in articles 2 or 3 deprives a consignor or consignee of any rights he may have against any carrier

5. 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 of inherent vice in the goods, the act of default of the consignor, owner or consignee, authority of law, quarantine of difference in weight of grain, seed, or other commodities caused by natural shrinkage.

6. 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 hereto.

7. Routing by Carrier

In case of physical necessity where the carrier forwards the goods by a conveyance that is not a licensed for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed for-hire vehicle.

8. 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.

9. Valuation

Subject to article 10, 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 goods at the place and time of shipment including the freight and other charges it 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.

10. Maximum Liability

The amount of loss or damage computed under paragraph (a) or (b) of article 9, shall not exceed \$2.00 per pound per article unless a higher value is declared on the face of the Bill of Lading by the consignor.

11. Consignor's Risk

Where it is agreed that the goods are carried at the risk of the consignor of the goods, such agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any loss or damage or delay which may result from any negligent act of omission of the carrier, his or her agents or employees and the burden of proving absence from negligence shall be on the carrier.

12. Notice of Claim

- (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 originating carrier of the delivering carrier within sixty (60) 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.

13. 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. If such goods are carried without a special agreement and the nature of the goods is not disclosed hereon, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in article 10 above.

14. Freight Charges

- (a) 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 upon the goods actually shipped, with any additional charges lawfully payable thereon.
- (b) Should a consignor fail to indicate that a shipment is to move prepaid, or fail to indicate how the shipment is to move, it will automatically move on a collect basis.

15. 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, as such goods may be warehoused at the consignor's risk and expense.

16. Undelivered Goods

- (a) Where, though 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, 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.

17. Return of Goods

Where notice has been given by the carrier pursuant to article 16 (a) 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.

18. Alterations

Subject to article 19, any limitation on the carrier's liability on the Bill of Lading and any alteration, or addition or erasure in the Bill of Lading shall be signed or initialed by the consignor or his agent and the originating carrier of his agent and unless so acknowledged shall be without effect.

19. Weights

It shall be the responsibility of the consignor to show correct shipping weights of the shipment on the Bill of Lading. Failing to do so, the weights shown thereon are subject to correction by the carrier.