



1701-16th Street W
 Saskatoon SK
 S7M 5J5
 Tel: (306) 242-6300
 Fax: (306) 242-5126
 Toll Free: 888-TRY-AERO (879-2376)

BILL OF LADING - SHORT FORM - NOT NEGOTIABLE

Date: _____

| | |
|--|--|
| SHIP FROM | Bill of Lading Number: <div style="text-align: center; border: 1px solid gray; padding: 5px;">BAR CODE SPACE</div> |
| SHIP TO | Carrier Name: Trailer Number: Serial Number(s): |
| THIRD PARTY FREIGHT CHARGES BILL TO | SCAC: Pro Number: <div style="text-align: center; border: 1px solid gray; padding: 5px;">BAR CODE SPACE</div> |
| Special Instructions: | Freight Charge Terms (Freight charges are prepaid unless marked otherwise): <div style="display: flex; justify-content: space-around; text-align: center;"> Prepaid Collect 3rd Party </div> |
| | Master bill of lading with attached underlying bills of lading. |

CUSTOMER ORDER INFORMATION

| Customer Order No. | # of Packages | Weight | Pallet/Slip (circle one) | | Additional Shipper Information |
|--------------------|---------------|--------|--------------------------|---|--------------------------------|
| | | | Y | N | |
| | | | Y | N | |
| | | | Y | N | |
| Grand Total | | | | | |

CARRIER INFORMATION

| Handling Unit | | Package | | | | | LTL Only | |
|---------------|------|---------|------|--------|--------|--|----------|-------|
| Qty | Type | Qty | Type | Weight | HM (X) | Commodity Description <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC item 360</small> | NMFC No. | Class |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be or not exceeding _____ per _____."

COD Amount: \$ _____

Fee terms: Collect Prepaid Customer check acceptable

Note: Liability limitation for loss or damage in this shipment may be applicable.

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

Consignee Signature _____

Shipper Signature / Date

Trailer Loaded:

By shipper

By driver

Freight Counted:

By shipper

By driver/pallets said to contain

By driver/pieces

Carrier Signature/Pickup Date

This is to certify that the above named materials are properly classified, packaged, marked, and labelled, and are in proper condition for transportation according to the applicable regulations of the DOT

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent in the vehicle. Property described above is received in good order.

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. 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 herein.
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 identification as the original Bill of Lading. Under no circumstances shall the waybill replace the original Bill of Lading.

III. CONDITIONS OF CARRIAGE

1. Liability of Carrier

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

In effect, this condition indicates that the carrier who enters into an agreement with a shipper by means of the Bill of Lading is responsible and liable for

everything and anything that might happen to the shipment while it is in transit to the consignee. The only means by which that carrier's responsibility or liability is limited, therefore, are the Conditions which follow on the Bill of Lading.

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 any 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."

The originating and destination carriers are thus responsible to the claimant for loss or damage caused by the intermediate carriers.

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 prorated 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, or 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.

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 thereto.

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 vehicles.

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 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 the goods at the place and 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.

10. Maximum Liability

The amount of any loss or damage computed under paragraph (a) or (b) of article 9 shall not exceed \$2.00 per pound computed on the total weight of the shipment 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 or omission of the carrier, his 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 or 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 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 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 loss, damage or delay caused thereby, and such goods may be warehoused at the consignor's risk and expense.

16. 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, subject to a reasonable charge for storage or
 - ii) Provided that the carrier 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 16a, 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 alternation, or addition or erasure in the Bill of Lading shall be signed or initialed by the consignor or his agent and the originating carrier or his agent and unless so acknowledged shall be without effect.

Since the Bill of Lading, which includes all of the above terms and conditions, is evidence of a contract between the shipper and the carrier, no change can be made without agreement between the two parties. Neither the shipper nor the carrier may add to, delete or modify any of the terms or conditions of the Bill of Lading unless the addition, deleting or modification is agreed to by both the shipper and carrier by means of their signature or initials on the Bill of Lading endorsing the change.

19. Weights

It shall be the responsibility of the consignor to show correct shipping weights on the shipment of 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.

20. Cash on Delivery (C.O.D.) Shipments

- a) A carrier shall not deliver a C.O.D. shipment unless payment is received in full.
- b) The charge for collecting and remitting the amount of the C.O.D. bills for C.O.D. shipments, must be collected from the consignee unless the consignor has otherwise indicated and instructed on the Bill of Lading.

- c) A carrier shall remit all C.O.D. monies to the consignor or person designated by him within 15 days after collection.
- d) A carrier shall remit all C.O.D. monies separate from the other revenues and funds of his business in a separate trust fund or account.
- e) A carrier shall include as a separate item in his schedule of rates the charges for collecting and remitting money paid by the consignees.