

## **Transport Terms and Conditions**

The following provisions shall apply to all transportation of goods by for hire highways carriers licensed under the Motor Vehicle Transport Act (Canada R S C 1970 M-14) or under provincial statutes with the exception of the transportation of:

- A. used household goods
- B. livestock
- C. bus parcel express shipments
- D. the personal luggage of bus passengers
- E. such other specific commodities as may be specified by provincial law

### **Bill of Lading**

ALM CROWN MOVING AND DELIVERY offers services of general commodities, as usually defined, subject to the following restrictions:

This requirement does not apply in cases where the shipment is from one consignor to one consignee and constitutes a truckload shipment.

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 therein.

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

Packages and waybills must show the complete delivery address, including postal code. ALM CROWN MOVING AND DELIVERY cannot deliver to P.O. Boxes. In the case of a rural route address, the complete name and telephone numbers must also be included with the address. ( A rural route delivery charge may apply) ALM CROWN MOVING AND DELIVERY will not be responsible for service delays due to improper or incomplete delivery information

### **Conditions of Carriage**

#### **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 agent except as hereinafter provided.

#### **Liability of Originating and Delivering Carriers**

Where a shipment is accepted to 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 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.

#### **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 to 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.

#### **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

#### **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, lockouts, labour disputes, weather related delays, 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 .

#### **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. ALM CROWN MOVING AND DELIVERY will not be held liable on any costs or penalties arising from late deliveries or missed appointments. ALM CROWN MOVING AND DELIVERY is not financially responsible for the consequences of failure to deliver a shipment by a stipulated time.

#### **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.

#### **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.

#### **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 cases 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 (9) has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability.

**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, to a maximum of \$100. per shipment unless a higher value is declared on the face of the Bill of Lading by the consignor and extra insurance purchased.

**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.

**Notice of Claim**

Claims may be submitted to ALM CROWN MOVING AND DELIVERY by telephone at (705)309-4933 or in writing to:

ALM CROWN MOVING AND DELIVERY

18 Alliance Blvd. Unit 8&9

Barrie, Ontario L4M 5G6

Attention: Claims Department

All Claim notifications must include shipment details, including address information(from/to), date of shipment, package weight, the ALM CROWN MOVING AND DELIVERY control number, the waybill number and a detailed statement of what is being claimed.

Claims must be lodged within the following time periods:

- A. Loss or Damage Claims Verbal notification within 24 hours Written notification within 15 days
- B. Claims of Concealed Damage Verbal notification within 48 hours of delivery
- C. Service Guarantee Claims Verbal notification within 24 hours Written notification within 15 days
- B. The final statement of the claim must be filed within (9) months from the date of shipment together with a copy of the paid freight bill.

**3.0 Right of Inspection:**

ALM CROWN MOVING AND DELIVERY reserves the right to open and inspect any Shipment tendered to it for transportation, but is not obligated to do so.

**Articles of Extraordinary Value**

No carrier is bound to carry any documents, specie or any 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.

**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 consigner 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 prepaid basis.

**Fully Declared**

The customer warrants that the contents of the shipment are properly and fully declared, as well as being properly packed and labelled. The customer shall ensure that ALM CROWN MOVING AND DELIVERY has all the information and documentation necessary to comply with the laws and regulations of any country involved in the transportation of the shipment. ALM CROWN MOVING AND DELIVERY will not be liable for loss or damage incurred as a result of the shipper's failure to meet this condition.

**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.

Pending receipt of such disposal instructions:

A. The goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or

B. 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.

**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 expense, all undelivered shipments for which such notice has been given.

**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 or his agent and unless so acknowledged shall be without effect.

**Weights**

It shall be the responsibility of the shipper 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 a rate correction by the carrier.

**C.O.D. Shipments**

A carrier shall not deliver a C.O.D. shipment unless payment is received in full.

**Rates**

Unless otherwise stated, rates shown herein are expressed in Canadian dollars per pound per individual shipment covered by a single waybill from one shipper to one consignee. Weights will be rounded up to the next whole pound or kilogram, depending on the unit of measure utilized (excluding minimum charge).

**Prohibited by Law**

No service shall be rendered by ALM CROWN MOVING AND DELIVERY in the transportation of any shipment which is prohibited by law or regulations of any federal, state, provincial, or local government in the origin or destination countries.

**Refusal of Shipments**

ALM CROWN MOVING AND DELIVERY reserves the right to refuse any shipment which by reason is dangerous or any other character of it's contents is liable, in judgment of ALM CROWN MOVING AND DELIVERY to soil, taint or otherwise damage other merchandise or equipment, or which is economically or operationally impracticable to transport, or which is improperly packaged, wrapped or labelled.

**Dead Call Charge (Unavailable Pick-ups)**

If ALM CROWN MOVING AND DELIVERY is unable to make pick up of a shipment, the shipper will be informed and a dead call charge will be assessed.

**Taxes**

Rates and charges are subject to all applicable government taxes. Rates and charges may also be subject to industry surcharges such as, but not limited to, fuel surcharges. Rates are subject to change without notice.

**Entrusting**

By entrusting the shipment to ALM CROWN MOVING AND DELIVERY, the customer agrees to all the terms and conditions set out in ALM CROWN MOVING AND DELIVERY Terms and Conditions.