

# EDGEMONT MOVING AND STORAGE – SAMPLE OF BILL OF LADING:

## SUBJECT TO THE FOLLOWING CONDITIONS

1. RULES, REGULATIONS, RATES AND CHARGES IN EFFECT ON DAY OF LOADING SHALL GOVERN THIS SHIPMENT. ALL CHARGES WILL BE AUDITED, AND, IF NECESSARY CORRECTED BY REFUND, OR ADDITIONAL BILLING.
2. THE UNIFORM CONDITIONS OF CARRIAGE AS WRITTEN, PRINTED, STAMPED OR TYPED ON THE FRONT OR BACK OF THIS FORM APPLY AND ARE AGREED TO BY BOTH PARTIES. IN EVENT OF ANY VARIATION BETWEEN THE PROVISIONS OF THE ORDER OR SERVICE AND THE PROVISIONS HEREOF, THESE OF THE BILL OF LADING SHALL PREVAIL.
3. **UNLESS PAYMENT HAS BEEN OTHERWISE ARRANGED, MOVING AND ALL OTHER CHARGES ARE PAYABLE UPON RECEIPT BY CASH OR CHEQUE TO DRIVER. STORAGE FEES PAYABLE ONE MONTH IN ADVANCE.**
4. SHIPPER REMAINS JOINTLY AND SEVERALLY LIABLE FOR ALL CHARGES, INTEREST ON OVERDUE ACCOUNTS IS PAYABLE AT 2% (TWO PERCENT) PER MONTH (24% PER ANNUM COMPOUNDED ANNUALLY) FROM THE DATE OF THE INVOICE.
5. **TRANSIT PROTECTION: CARRIER'S LIABILITY/SHIPPER'S DECLARED VALUE.**

**OPTION A: RELEASED** - CONSIGNOR HEREBY RELEASES THE SHIPMENT AT EDGEMONT MOVING & STORAGE'S LEGAL LIABILITY OF \$60¢ PER POUND PER ARTICLE.

X  
CONSIGNOR OR REPRESENTATIVE SIGNATURE

**OR**

**OPTION B: DECLARED VALUE TRANSIT PROTECTION** - CONSIGNOR ELECTS TO DECLARE. AT ADDITIONAL COST OF \$3 PER \$1000 OF DECLARED VALUE (\$5000 MINIMUM POLICY) FOR DECLARED VALUE PROTECTION OR REPAIR

WHILE GOODS ARE IN TRANSIT. (\$50 DEDUCTIBLE PER CLAIM) MAXIMUM LEGAL LIABILITY TRANSIT PROTECTION AVAILABLE FROM EDGEMONT IS \$5 PER LB PER ARTICLE. \$ \_\_\_\_\_ AT \$3 PER THOUSAND = \_\_\_\_\_ + TAX  
Declared Value

X  
CONSIGNOR OR REPRESENTATIVE SIGNATURE

6. IF SHIPMENT CONTAINS ANY DOCUMENTS, SPECIE OR ARTICLES OF EXTRAORDINARY VALUE, SHIPPER MUST LIST THEM HERE, OR ON AN ATTACHMENT HERETO:

7. I WARRANT THAT THIS SHIPMENT OF GOODS DOES NOT CONTAIN ANY DANGEROUS SUBSTANCES AS DEFINED UNDER THE TRANSPORTATION OF DANGEROUS GOOD ACT OF CANADA OR ANY PROVINCE OR TERRITORY EXCEPT SUCH GOODS AS ARE DECLARED EXEMPT BY EACH APPLICABLE ACT AND REGULATIONS THEREUNDER. I ALSO WARRANT THAT ALL SUCH GOODS ARE OR WILL BE IN CARTONS MARKED "CONSUMER PRODUCTS-DANGEROUS GOODS EXEMPT" AND SHOWN AS SUCH ON THE INVENTORY.

8. SHIPPER'S DECLARATION: I am the legal owner of the furniture and effects referred to, or his/her authorized agent. I understand the carrier's liability is limited by a term or condition of carriage contained in this agreement. I agree to the foregoing contract, terms and conditions and make the declaration of value set forth in condition 5 above.

X  
SHIPPER OR HIS AGENT (MUST BE SIGNED PRIOR TO WORK COMMENCEMENT)

### 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 AGENT, EXCEPT AS HEREIN PROVIDED.
2. **LIABILITY OF ORIGINATING AND DELIVERING CARRIERS.**  
WHERE A SHIPMENT IS ACCEPTED FOR CARRIAGE BY MORE THAN ONE CARRIER, THE ORIGINAL CONTRACTING CARRIER AND THE CARRIER WHO ASSUMES RESPONSIBILITY FOR DELIVERY TO THE CONSIGNEE (HEREINAFTER CALLED THE DELIVERING CARRIER), IN ADDITION TO OR ANY OTHER LIABILITY HEREUNDER, ARE LIABLE JOINTLY AND SEVERALLY 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 CARRIERS IS NOT RELIEVED.
3. **RECOVERY FROM CONNECTING CARRIER**  
THE ORIGINAL CONTRACTING 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 LOSS OR DAMAGE THAT THE ORIGINAL CONTRACTING CARRIER OR DELIVERING CARRIER, AS THE CASE MAY BE, MAY BE REQUIRED TO PAY HEREUNDER RESULTING FROM ANY LOSS OF OR DAMAGE TO THE GOODS WHILE THEY WERE IN THE CUSTODY OF SUCH OTHER CARRIER.
4. **REMEDY BY CONSIGNOR OR CONSIGNEE.**  
NOTHING IN ARTICLE 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:  
(A) 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 OR QUARANTINE.  
(B) OTHER THAN BECAUSE OF HIS, HIS AGENT'S OR EMPLOYEE'S NEGLIGENCE:  
I) DAMAGE TO FRAGILE ARTICLES THAT ARE NOT PACKED AND UNPACKED BY THE CONTRACTING CARRIER, HIS AGENT OR EMPLOYEE(S).  
II) DAMAGE TO THE MECHANICAL, ELECTRONIC OR OTHER OPERATIONS OF RADIOS, PHONOGRAPHS, CLOCKS, APPLIANCES, MUSICAL INSTRUMENTS AND OTHER EQUIPMENT, IRRESPECTIVE OF WHO PACKED OR UNPACKED SUCH ARTICLES, UNLESS SPECIAL SERVICING AND PREPARATION WAS PERFORMED BY THE CONTRACTING CARRIER, HIS AGENT OR EMPLOYEE.  
III) DETERIORATION OF OR DAMAGE TO PERISHABLE FOOD, PLANTS OR PETS.  
IV) LOSS OF CONTENTS OF CONSIGNOR PACKED ARTICLES, UNLESS THE CONTAINERS USED ARE OPENED FOR THE CARRIER'S INSPECTION AND ARTICLES ARE LISTED ON THE BILL OF LADING AND RECEIPTED FOR BY THE CARRIER.  
BURDEN OF PROVING ABSENCE OF SUCH NEGLIGENCE SHALL BE ON THE CARRIER.  
(C) DAMAGE TO OR LOSS OF A COMPLETE SET OR UNIT WHEN ONLY PART OF SUCH SET IS DAMAGED OR LOST, IN WHICH EVENT THE CARRIER SHALL ONLY BE LIABLE FOR REPAIR OR RECOVERING OF THE LOST OR DAMAGED PIECE OR PIECES.  
(D) DAMAGE TO THE GOODS AT PLACE OR PLACES OR PICK UP AT WHICH THE CONSIGNOR OR HIS AGENT IS NOT IN ATTENDANCE.  
(E) DAMAGE TO THE GOODS AT PLACE OR PLACES OF DELIVERY AT WHICH THE CONSIGNEE OR HIS AGENT IS NOT IN ATTENDANCE AND CANNOT GIVE RECEIPT FOR GOODS DELIVERED.
6. **DELAY**  
(A) AT THE TIME OF ACCEPTANCE OF THE CONTRACT, THE ORIGINAL CONTRACTING CARRIER SHALL PROVIDE THE CONSIGNOR WITH A DATE OR TIME PERIOD WITHIN WHICH DELIVERY IS TO BE MADE. FAILURE BY THE CARRIER TO EFFECT DELIVERY WITHIN THE TIME SPECIFIED ON THE FACE OF THE BILL OF LADING SHALL RENDER HIM LIABLE FOR REASONABLE FOOD AND LODGING EXPENSES INCURRED BY THE CONSIGNEE.  
(B) FAILURE BY THE CONSIGNEE TO ACCEPT DELIVERY WHEN TENDERED WITHIN THE TIME SPECIFIED ON THE BILL OF LADING SHALL RENDER HIM LIABLE FOR REASONABLE STORAGE IN TRANSIT, HANDLING AND REDELIVERY CHARGES INCURRED BY THE CARRIER.
7. **ROUTING BY THE CARRIER**  
IN CASE OF PHYSICAL NECESSITY WHERE THE CARRIER FORWARDS THE GOOD 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 OR 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 SHALL BE LIABLE WHETHER OR NOT THE LOSS OF DAMAGE RESULTS FROM NEGLIGENCE OF THE CARRIER OR ITS EMPLOYEES OR AGENTS, SHALL BE COMPUTED ON THE BASIS OF THE VALUE OF THE LOST OR DAMAGED ARTICLE OR ARTICLES AT THE TIME AND PLACE OF SHIPMENT.
10. **MAXIMUM LIABILITY**  
(A) THE AMOUNT OF ANY LOSS OR DAMAGE COMPUTED UNDER ARTICLE 9 SHALL NOT EXCEED THE GREATER OF:  
I) THE VALUE DECLARED BY THE CONSIGNOR; OR  
II) \$11.00 PER KILOGRAM COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT.  
PROVIDED THAT, WHERE THE CONSIGNOR RELEASES THE SHIPMENT TO A VALUE OF \$1.32 PER KILOGRAM PER ARTICLE OR LESS IN WRITING, THE AMOUNT OF ANY LOSS OR DAMAGE COMPUTED UNDER ARTICLE 9 SHALL NOT EXCEED SUCH LOWER AMOUNT.  
(B) WHERE CLAUSE (I) OR (II) APPLIES, ADDITIONAL CHARGES TO COVER THE ADDITIONAL COVERAGE OVER \$1.32 PER KILOGRAM PER ARTICLE SHALL BE PAID 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 OF 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 ORIGINAL CONTRACTING CARRIER OR THE DELIVERING CARRIER WITHIN SIXTY (60) DAYS AFTER 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 DATE OF SHIPMENT.  
(C) EITHER THE ORIGINAL CONTRACTING CARRIER OR THE DELIVERING CARRIER, AS THE CASE MAY BE, SHALL ACKNOWLEDGE RECEIPT OF CLAIM WITHIN THIRTY (30) DAYS OF RECEIPT OF THE CLAIM.
13. **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 ON THE FACE OF THE BILL OF LADING, THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE.
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, PROVIDED THAT, WHERE THE TOTAL ACTUAL CHARGES EXCEED BY MORE THAN 25% THE TOTAL ESTIMATED CHARGES, THE CONSIGNEE SHALL BE ALLOWED FIFTEEN (15) DAYS AFTER THE DAY ON WHICH THE GOODS ARE DELIVERED (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) TO PAY THE AMOUNT BY WHICH THE TOTAL ACTUAL CHARGES EXCEED 125% OF THE TOTAL ESTIMATED CHARGES.  
(B) THE FIFTEEN DAY EXTENSION PROVIDED IN PARAGRAPH (A) DOES NOT APPLY WHERE THE CARRIER NOTIFIES THE CONSIGNOR OF THE TOTAL ACTUAL CHARGES IMMEDIATELY AFTER THE GOODS ARE LOADED, OR WHERE THE CARRIER RECEIVES A WAIVER OF THE EXTENSION PROVISION SIGNED BY THE CONSIGNOR.
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, 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 THE 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. **ALTERATIONS.**  
SUBJECT TO ARTICLE 18, ANY ADDITIONAL LIMITATION THE CARRIERS LIABILITY ON THE BILL OF LADING, AND ANY ALTERATION OR ADDITION OR ERASURE ON THE BILL OF LADING SHALL BE SIGNED OR INITIALED BY THE CONSIGNOR OR HIS AGENT AND THE ORIGINAL CONTRACTING CARRIER OR HIS AGENT AND UNLESS SO ACKNOWLEDGED SHALL BE WITHOUT EFFECT.
18. **WEIGHTS.**  
IT SHALL BE THE RESPONSIBILITY OF THE ORIGINAL CONTRACTING CARRIER OR HIS AGENT TO SHOW THE CORRECT TARE, GROSS AND NET WEIGHTS ON THE BILL OF LADING BY USE A CERTIFIED PUBLIC SCALE, AND ATTACH THE WEIGHT SCALE TICKET TO HIS COPY OF THE BILL OF LADING. IN CASES WHERE CERTIFIED PUBLIC SCALES ARE NOT AVAILABLE AT ORIGIN OR ANY ANY POINT WITHIN A RADIUS OF 15 KILOMETERS THEREOF, A CONSTRUCTIVE WEIGHT BASED ON 112 KILOGRAMS PER CUBIC METRE OF PROPERLY LOADED VAN SPACE SHALL BE USED.