



STANDARD BILL OF LADING

1 Pick up Date	Year/Month/Day	Time
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2 EQUIPMENT INITIAL / NUMBER	3 CONTRACT # / TARIFF	QUOTATION	STEAMSHIP BOOKING #	4 BILL OF LADING # / SHIPMENT ID
5 LOAD <input type="checkbox"/> EMPTY <input type="checkbox"/>		6 LENGTH OF UNIT / CAR ORDERED	HEIGHT OF UNIT	7 INTERMODAL SERVICE TYPE
8 ORIGIN CITY, PROVINCE / STATE		9 DESTINATION CITY, PROVINCE / STATE		
10 ROUTING IF OTHER THAN CN				

11 SHIPPER / CONSIGNOR COMPANY NAME	12 RECEIVER / CONSIGNEE COMPANY NAME
ADDRESS	ADDRESS
CITY PROVINCE/STATE POSTAL CODE / ZIP	CITY PROVINCE/STATE POSTAL CODE / ZIP
PHONE CONTACT NAME	PHONE CONTACT NAME

13 BILL FREIGHT CHARGES TO	14 PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/>	15 RULE 11 <input type="checkbox"/>
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16 STCC #	17 HARMONIZED SYS. CODE	18 SEAL #				
19 PIECE COUNT	20 PKGE TYPE PAL. CTNS	21 COMMODITY DESCRIPTION	22 HAZARDOUS MATERIALS YES <input type="checkbox"/> NO <input type="checkbox"/>	23 WEIGHT / AGREEMENT #	24 UNIT PRICE	25 TOTAL VALUE
TOTAL				<input type="checkbox"/> TONNES <input type="checkbox"/> KG	<input type="checkbox"/> TONS <input type="checkbox"/> LBS	

^U.S. Intermodal Weight Certification requirements apply.

26 SPECIAL INSTRUCTIONS / PERISHABLE / STOP-OFFS / DELIVERIES FOR INTERMODAL TRAFFIC	27 Declarations by the Shipper under Schedule VI, Part VII, para 7(a) Excise Tax Act (CANADA) <input type="checkbox"/> YES The property is being shipped for export and the freight transportation service to be supplied by the carrier is part of a continuous outbound movement in respect of the property. <input type="checkbox"/> NO
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28 INWARD REFERENCE	29 NOTIFY PARTY & PHONE
30 DELIVERY TO BE PERFORMED BY	31 DELIVERY DATE YEAR / MONTH / DAY TIME

CUSTOMS	
32 IMPORTER - NAME IF OTHER THAN CONSIGNEE	33 BROKER - NAME
34 ADDRESS	35 COUNTRY OF ORIGIN
	35 PORT OF EXIT
37 VALUE CURRENCY <input type="checkbox"/> CANADIAN DOLLAR <input type="checkbox"/> US DOLLAR <input type="checkbox"/> PESOS	38 DESTINATION PORT & COUNTRY
39 MANIFEST FROM	40 MANIFEST TO
41 I.R.S. # - U.S. MVMNT / SBRN #	42 C4 OR BAR CODE #
	43 CUSTOMS ENTRY TYPE USA <input type="checkbox"/> T&E <input type="checkbox"/> IT
	CLEARED AT BORDER <input type="checkbox"/> or CANADA CILEAR INLAND <input type="checkbox"/> PARS <input type="checkbox"/> INPARS <input type="checkbox"/> IT <input type="checkbox"/>

Received, subject to the classification and tariffs in effect on the date of issue of this original bill of lading, goods described above, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as indicated above, which said company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the applicable tariffs, contracts and conditions herein contained (including conditions on page 2) and which are agreed to by the shipper and accepted for himself and his assigns.

44 SIGNATURE OF SHIPPER / EXPORTER

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Short Title

These Regulations may be cited as the Railway Traffic Liability Regulations.

Interpretation

In these Regulations,

Act means the *National Transportation Act, 1987*; (*Loi*)
carrier means a railway company that is engaged in the transportation of goods; (*transporteur*)
delivering carrier means a carrier that delivers goods to their point of destination; (*transporteur livreur*)
originating carrier means a carrier that obtains possession of goods at their point of origin; (*transporteur initial*)
transportation of goods means traffic (*version anglaise seulement*)

Liability of Carrier

Subject to the provisions governing the Liability of Originating Carrier and Goods of Extraordinary Value, for the purposes of paragraph 153(2)(b) of the Act, a carrier shall be liable, in respect of goods in the possession, for any loss of or damage to the goods or for any delay in the transportation of the goods unless that liability is limited by these Regulations.

- (1) A carrier shall not be liable for any loss or damage in respect of any goods or for any delay in the transportation of the goods if the loss, damage or delay, as the case may be, results from
 - (a) an act of God;
 - (b) war or any insurrection;
 - (c) a riot, strike or lock-out;
 - (d) any defect in the goods;
 - (e) any act, negligence or omission of the shipper or owner of the goods;
 - (f) an authority of law; or
 - (g) a quarantine.
- (2) A carrier shall not be liable, in respect of goods, for
 - (a) any differences in the weights of grain, seed or any other commodity that are caused by any natural shrinkage that occurs during the transportation of the goods; or
 - (b) any discrepancies in elevator weights of grain where the elevators are not operated by the carrier, unless certificates have been issued pursuant to subsection 19(1) of the *Weights and Measures Act* in respect of the scales that are used to weigh the grain.
- (3) Where the cartage of goods is not performed by the carrier and the carrier's notice of the arrival of the goods, in printed or electronic form, has been received by the person who is entitled to receive the goods, the carrier's liability for any loss of or damage to those goods or for any delay in respect of the transportation of those goods shall be that of a warehouseman if a fire that involves the goods occurs at the destination of the goods or at the port of export
 - (a) subject to paragraph (b), more than 48 hours, excluding holidays, after the arrival of the goods; or
 - (b) more than 72 hours, excluding holidays, after the arrival of the goods, where the goods have been imported but not released under the *Customs Act*.
- (4) Where goods are transported, stored or held in open cars in accordance with general practice or at the shipper's request, the carrier, shall be liable only for any loss of or damage to those goods or for any delay in the transportation of those goods caused by or resulting from the negligence of the carrier, except where the goods are lost or damaged by fire, in which case the carrier's liability shall be the same as the carrier's liability for goods that are transported in closed cars.
- (5) The onus of proving that there was no negligence in respect of goods referred to in subsection (4) shall be on the carrier.

Stoppage in Transit

- (1) Except in the case of the negligence of the carrier in respect of any goods, the carrier shall not be liable for any loss of or damage to the goods or for any delay in respect of the goods that occurs while the goods are stopped and held in transit at the request of a person who is entitled to make such a request.
- (2) The onus of proving that there was no negligence in respect of goods referred to in subsection (1) shall be on the carrier.

Liability of Originating Carrier

- (1) Where the transportation of goods involves more than one carrier, the originating carrier shall be liable for any loss of or damage to the goods or for any delay in respect of the goods while the goods are in the possession of any other carrier to whom the goods have been delivered.
- (2) The onus of proving that any loss of or damage to goods or any delay in respect of goods was not caused by or did not result from any act, negligence or omission of any other carrier to whom the goods have been delivered shall be on the originating carrier.
- (3) The originating carrier is entitled to recover from any other carrier referred to in subsection (1) the amount paid by the originating carrier in respect of liability for loss of or damage to the goods while those goods were in the possession of the other carrier.
- (4) Nothing in this section limits or in any way affects any remedy or right of action a person may have against any carrier.

Routing by Carrier

- (1) Where the transportation of goods is diverted by the carrier from rail to a vessel for transportation by water owing to necessity, including accidents or natural disasters on the carrier's route, the carrier's liability for any loss of or damage to the goods shall be the same as if those goods were transported by rail.
- (2) Subject to subsection (3), where goods are transported by a carrier from rail to a vessel for transportation by water over any part of the carrier's rail route, that transportation of goods by water shall be subject to the liabilities, limitations and exemptions provided by any Act applicable to transportation of goods by water in addition to any applicable provision of these Regulations that are not inconsistent with that Act.
- (3) No carrier referred to in subsection (2) shall be liable for any loss of or damage to goods or for any delay in the transportation of goods resulting from
 - (a) natural hazards associated with any body of water;
 - (b) an explosion, the bursting of any boiler or the breakage of any shaft on a vessel by which the goods are transported, that does not result from the negligence of the carrier;
 - (c) any latent defect in the hull of a vessel, or in any machinery or appurtenances on a vessel, by which the goods are transported;
 - (d) any collision or running aground of the vessel, or any other accident of navigation affecting the vessel, by which the goods are transported; or
 - (e) a prolongation of the voyage of the vessel by which the goods are transported.
- (4) For the purpose of subsection (2), the transportation of goods by water does not include transportation on a lighter or ferry across rivers or in lakes or within a harbour.

Valuation

The amount of any loss of or damage to goods for which a carrier is liable in respect of the transportation of the goods shall be the lesser of the value of the goods at the place and time of their shipment, including freight and other charges that affect the valuation of the goods, if paid, and the customs duties if paid or payable and not refundable, and

- (a) the value represented in writing by the shipper,
- (b) the value agreed to by the carrier and the shipper, or
- (c) the value determined in accordance with the tariff classification of the goods on which the rate is based.

Owner's or Shipper's Risk

- (1) Where, under any classification or special reduced tariff, goods are transported at the risk of the owner or shipper of the goods, the carrier's risks are limited to the risks that are necessarily incidental to the transportation of the goods and the carrier shall only be liable for any loss of or damage to those goods or for any delay in respect of those goods that results from the negligence of the carrier.
- (2) The onus of proving that there was no negligence in respect of goods referred to in subsection (1) shall be on the carrier.

Undelivered Goods

- Where a person who is entitled to receive goods receives from a carrier a notice, in printed or electronic form, to remove the goods and the person has not removed the goods within 72 hours after receipt of the notice in the case of goods imported but not released under the *Customs Act*, or within 48 hours in any other case, excluding holidays,
- (a) the carrier's liability for any loss of or damage to the goods or for any delay in respect of the goods shall be that of a warehouseman in the case where the goods are kept in a car, station, place of delivery or warehouse of the carrier; and
 - (b) the carrier shall not incur any liability for any loss of or damage to the goods or for any delay in respect of the goods in the case where, after notice of the removal of the goods is given, the goods are in a public or licensed warehouse at the owner's expense and risk.

Carrier Not Represented by Agent

- (1) Where a carrier transports goods in carloads from a private siding, station, wharf or landing at which there is no agent of the carrier, the goods shall be at the risk of the owner until the carrier removes the car from the private siding, station, wharf or landing, and after that removal the goods shall be at the risk of the carrier.
- (2) Where a carrier transports goods in carloads to a private siding, station, wharf or landing at which there is no agent of the carrier, the goods shall be at the risk of the carrier until they are placed on the delivery siding at the private siding, station, wharf or landing.

Goods of Extraordinary Value

A carrier is not liable for any loss of or damage to goods of extraordinary value that the carrier transports where the shipper of the goods, before shipping, does not disclose in writing the value of the goods to the carrier or the carrier's agent.

Dangerous Goods

- (1) A carrier is not liable for any loss or damage caused by explosives or other dangerous goods that the carrier transports where the shipper of the explosives or other dangerous goods, before shipping, does not disclose in writing the nature of the goods to the carrier or the carrier's agent.
- (2) Any explosives or other dangerous goods that are shipped without a disclosure in writing referred to in subsection (1) may be warehoused at the owner's risk and expense or destroyed without compensation to the owner.

Notice of Loss, Damage or Delay

No carrier shall be liable for the loss of goods unless a notice of the loss, in printed or electronic form, is received by the originating carrier or delivering carrier within four months after a reasonable period for delivery has expired, or for any damage to or delay in the transportation of the goods unless a notice of that delay or damage, in printed or electronic form, is received by the originating carrier or delivering carrier within four months after delivery of the goods.