isg transportation

BILL OF LADING (NOT NEGOTIABLE)

7965 Goreway Drive, Suite 2, Brampton, Ontario Canada L6T 5T5
T 800.810.2058 T 905.799.1300 F 905.799.4560 E dispatch@isgtransport.com

CONSIGNOR OR AGENT: _____

ADDRESS: _____

CITY/PROV/PC: _____

CONSIGNEE: _____

ADDRESS: _____

CITY/PROV/PC: _____

NAME OF CARRIER: _____

CARRIER'S REF. NO.: _____

NOTIFY PARTY-CUSTOMS BROKER: _____

POINT OF ORIGIN: _____

DESTINATION AND ROUTE: _____

DATE: _____

CONSIGNOR'S ACCOUNT NO.: _____

CONSIGNOR'S REF. NO.: _____

RECEIVED AT THE POINT OF ORIGIN ON THE DATE SPECIFIED, FROM THE CONSIGNOR MENTIONED HEREIN, THE PROPERTY HEREIN DESCRIBED, IN APPARENT GOOD ORDER, EXCEPT AS NOTED (CONTENTS AND CONDITIONS OF CONTENTS OF PACKAGE UNKNOWN) MARKED, CONSIGNED AND DESTINED AS INDICATED BELOW, WHICH THE CARRIER AGREES TO CARRY AND TO 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 CLASSIFICATION IN EFFECT ON THE DATE OF 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 OF ANY TIME INTERESTED IN ALL OR ANY OF THE GOODS, THAT EVERY SERVICE TO BE PERFORMED HEREUNDER SHALL BE SUBJECT TO ALL THE CONDITIONS NOT PROHIBITED BY LAW, WHETHER PRINTED OR WRITTEN, INCLUDING CONDITIONS ON BACK HEREOF, WHICH ARE HEREBY AGREED BY THE CONSIGNOR AND ACCEPTED FOR HIMSELF AND HIS ASSIGNS.

MAXIMUM LIABILITY SHALL NOT EXCEED $ 2.00 PER POUND COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT UNLESS DECLARED VALUATION STATES OTHERWISE (CONDITIONS 9 & 10 ON BACK).

SPECIAL INSTRUCTIONS	VEHICLE NUMBER	TOTAL WEIGHT & CUBAGE	TRANSIT TIME
			Regular LTL ☐
			Regular FTL ☐
			Expedite ☐
			Special ☐

NUMBER & TYPE OF PACKAGES	PARTICULARS OF GOODS, MARKS AND EXCEPTIONS	WEIGHT	RATE	AMOUNT	FREIGHT CHARGES
Skids					COLLECT
Cartons					☐
Bundles					PREPAID 3RD PARTY
Bubble Wrap					✔
Boxes					

SPECIAL AGREEMENT BETWEEN CONSIGNOR & CARRIER, ADVISE HERE : **3RD PARTY BILLING: ISG TRANSPORT**

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 TO 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) IN THE CASE OF DAMAGE TO ANY GOODS CARRIED UNDER THE BILL OF LADING, THE BILL OF LADING MUST BE SIGNED/NOTED AS DAMAGE.

C) 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.

CONSIGNOR: _____ CARRIER: _____ CONSIGNEE: _____

DATE: _____ DATE _____ UNIT #: _____ DATE: _____

PER: _____ PER: _____ PER: _____

Print Form & Fax Reset Form REV 0809

I) APPLICATION

The following provisions shall apply to all transportation of goods by for-hire highway carriers licensed under the Motor Vehicle 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.
e) such other specific commodities as may be 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. 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 initialled), by the consignor and the carrier as an acceptance of all terms and conditions contained therein.

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 agent 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 the 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 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 or damage to the goods while they were in custody of such 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 maybe 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 any Act of God, the Queen's or public enemies, strikes, 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.

6. DELAY

No carrier is bound to transport the goods of 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 good 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 result 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 for or
b) where a value lower than that referred to in paragraph (1) 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 (1) or (b) of article 9 shall not exceed $4.41 per kilogram 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 that 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 or 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 whiting 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 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.

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 lost damage or delay caused thereby, and such goods may be warehoused at the consignor's risk and expense.

16. UNDELIVERED GOODS

a) Where, through non 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 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 change 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 lien for all freight and other lawful charges, unclosing 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 alteration, or addition or erasure in the Bill of Lading shall be signed or initialled by the consignor or his agent and the originating carrier or his agent and unless or acknowledged shall be without effect.

19. WEIGHTS

It shall be the responsibility of the consignor to show correct shipping weight 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 correction by the carrier.

20. 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 collection and remitting the amount of C.O.D. bills for C.O.D. shipment must be collected from the consignor unless the consignor has otherwise so 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 keep 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 consignees.