

FRONT

COMBINATION SHORT FORM OF STRAIGHT BILL OF LADING - EXPRESS SHIPPING CONTRACT, SUBJECT TO ALL TERMS, CONDITIONS AND LIMITATIONS INCORPORATED BY REFERENCE AS SHOWN ON THE BACK OF THIS BILL.

BACK OF FORM

Received, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading, or, received, subject to the Rules for the Carriage of Express and Non-Carload Freight Traffic and tariffs in effect on the date of issue of this original Shipping Contract (bill of lading), goods described, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned and destined as indicated, 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.

The carrier assumes full responsibility for the securement of the load. All loads have been assembled following accepted transportation materials loading practices. The carrier assumes full responsibility for, and risk of injury, or damage. The carrier agrees to release, discharge and indemnify vendor from any actions, claim, demands, expenses or liability which may now or hereafter occur in respect of injury or damage. The carrier agrees that this agreement will be binding upon it and its heirs, executors, administrators and assigns.

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 terms and conditions, whether printed or written, herein contained and which are agreed to by the shipper and accepted for the shipper and its assigns (which are hereby incorporated by reference and have the same force and effect as if the same were severally, fully and specifically set forth herein), including (in each case, as the same may be amended or replaced from time to time):

CONDITIONS

1. approved by the Canadian Transportation Agency as set forth or prescribed in the Canada Transportation Act and the regulations thereto; 2. set forth or prescribed by the Railway Traffic Liability Regulations when said goods are carried by a rail carrier; 3. of the bill of lading of the water carrier set forth or prescribed in the Carriage of Goods by Water Act (Canada) when said goods are carried by water carrier; 4. of the bill of lading set forth in or prescribed by the relevant tariffs, classification, statutes and regulations pertaining to motor carrier's services when said goods are carried by a motor carrier; 5. of the bill of lading form schedule "A" amended by O.C. 986-79-4 April 1979 Sect. 12A - as approved by the Quebec Transportation Board when said goods originating in Quebec are to be carried by a motor carrier; and 6. of the bill of lading of the air carrier set forth or prescribed in the Carriage by Air Act (Canada) when said goods are carried by air carrier.

FOR MOTOR CARRIER SERVICE

Declared valuation

Maximum liability of \$2.00 per pound computed on the total weight of the shipment unless declared valuation states otherwise (Conditions 9 and 10).

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 (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.