

Conditions of Carriage

1. **Liability of Mover**

The Mover of the goods described in the Bill of Lading/Job Sheet is liable for any loss of or damage to goods accepted by it or its agent except as herein provided.
 2. **Exceptions from Liability**

The Mover shall not be liable for:

 - a) Loss, damage or delay to any of the goods described in the Bill of Lading/Job Sheet caused by an act of God, the Queen's or public enemies, riots, strikes, a defect in the goods, the act or default of the customer, authority of law or quarantine.
 - b) Other than because of the Mover's negligence (including its agents or employees):
 - i. Damage to fragile articles that are not packed and unpacked by the Mover;
 - 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 servicing and preparation was performed by the mover;
 - iii. Deterioration or damage to perishable food, plants or pets;
 - And
 - iv. Loss of contents of customer packed articles, unless the containers used are opened for the Mover's inspection and articles are listed on the Bill of Lading/Job Sheet and received for by the Mover.
 - 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 Mover shall only be liable for repair or replacement of the lost or damaged piece or pieces.
 - d) Damage to the goods at the place or places of pickup at which the customer is not in attendance.
 - e) Damage to the goods at the place or places of delivery at which the customer is not in attendance and cannot give receipt for the goods delivered.
3. **Delay**

At the time of acceptance of the contract the Mover shall provide the customer with a date or time within which delivery is to be made.
- a) Failure by the Mover to effect delivery within the time specified on the face of the Bill of Lading/Job Sheet, shall render it liable for reasonable food and lodging expenses incurred by the customer.
- b) Failure by the customer to accept delivery when tendered within the time specified on the Bill of Lading/Job Sheet shall render the customer liable for reasonable storage in transit, handling and redelivery charges incurred by the Mover.
4. **Routing by the Mover**

In case of physical necessity where the Mover forwards the goods by a conveyance that is not a licensed for hire vehicle, the liability of the Mover is the same as though the entire move were by licensed for hire vehicles.
5. **Stoppage in Transit**

Where goods are stopped or held in transit at the request of the customer, the goods are held at the risk of the customer.
6. **Valuation**

Subject to Article 7, the amount of any loss or damage for which the Mover shall be liable, whether or not the loss or damage results from negligence of the Mover or its employees or agents, shall be computed on the basis of the value of the lost or damaged article(s) at the time and place of shipment.
7. **Maximum Liability**
 - a) The amount of any loss or damage computed under article 6 shall not exceed the lesser of:
 - i. the value declared by the customer; or
 - ii. \$4.41 per kilogram computed on the total weight of the shipment provided that, where the customer
- It is expressly agreed between the parties hereto that the Mover and its drivers, helpers, loaders, packers, contractors, agents, representatives, employees or others used, engaged, or employed by the Mover in the performance of this contract shall each be the beneficiaries of these Conditions of Carriage and shall be entitled to the same, but no further exemptions and immunities from and limitations of liability which the Mover has under any Bill of Lading/Job Sheet, whether printed, written, stamped thereon or incorporated by reference. The Mover and its drivers, helpers, loaders, packers, and other persons referred to heretofore shall to the extent provided be or be deemed to be parties to the contract in or evidenced by the Bill of Lading/Job Sheet and the Mover is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all such persons.
9. **Notice of Claim**
 - a) Mover is not liable for loss, damage, or delay to any goods carried under the Bill of Lading/Job Sheet unless notice thereof setting out the particulars of the origin, destination and the 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 Mover 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 the date of the shipment.
 - c) The Mover shall acknowledge receipt of any claim within thirty (30) days of receipt of the claim.
 - d) All invoices and other amounts payable to Mover by the customer pursuant to these Conditions of Carriage must be paid in full prior to the processing of any claim.
 10. **Articles of Extraordinary Value**

Mover is not bound to carry any documents, specie or any other articles of extraordinary value unless by a special agreement to do so. If such goods are carried without special agreement and the nature of the goods is not disclosed on the face of the Bill of Lading/Job Sheet, the Mover shall not be liable for any loss or damage in excess of the liability proved in Article 7.
 11. **Dangerous Goods**

Any customer shipping explosives or dangerous goods without previous full disclosure to the Mover as required by law, shall indemnify the Mover against all loss, damage or delay caused thereby, and such goods may be warehoused at the customer's risk and expense.
 12. **Undelivered Goods**
 - a) Where through no fault of the Mover, the goods cannot be delivered, the Mover shall immediately give notice to the customer 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 Mover, subject to a reasonable charge for storage, or
 - ii. Provided that the Mover has notified the customer of its intention, the goods may be removed to, and stored in, a public or licensed warehouse, at the expense of the customer, without liability on the part of the Mover, and subject to a lien for all freight and other lawful charges, including reasonable charge for storage.
 13. **Alterations**

Subject to Article 14, and additional limitation on the Mover's liability on the Bill of Lading/Job Sheet, and any alteration or addition or erasure on the Bill of Lading/Job Sheet shall be signed or initialed by the customer and the Mover and unless so acknowledged shall be without effect.
 14. **Weight**

A constructive weight based on 112 kilograms per cubic meter of properly loaded van space shall be used.