



APPS TRANSPORT GROUP
6495 Tomken Road
Mississauga, ON L5T 2x7
www.appsexpress.com



APPS CARGO TERMINALS
#130 - 8151 Churchill Street
Delta, BC V4K 0C2
www.appscargo.com

BILL OF LADING

DATE _____

BRAMPTON
PICK-UP LINE 905.861.2772
PICK-UP FAX 905.861.2799
TOLL FREE 866.231.0570

VANCOUVER
PICK-UP LINE 604.940.3355
PICK-UP FAX 604.946.8877
TOLL FREE 866.247.2960

CALGARY
PICK-UP LINE 403.252.4848
PICK-UP FAX 403.252.6137
TOLL FREE 877.352.4848

EDMONTON
PICK-UP LINE 780.439.8484
PICK-UP FAX 780.439.8488
TOLL FREE 855.837.8484

KELOWNA
PICK-UP LINE 250.762.4900
PICK-UP FAX 250.762.4901
TOLL FREE 877.941.2777

KAMLOOPS
PICK-UP LINE 250.372.5022
PICK-UP FAX 250.372.5054
TOLL FREE 877.941.2777

SHIPPER				CONSIGNEE			
NAME				NAME			
ADDRESS				ADDRESS			
CITY		PROVINCE		CITY		PROVINCE	
POSTAL CODE/ZIP		COUNTRY		POSTAL CODE/ZIP		COUNTRY	
CONTACT		PHONE		CONTACT		PHONE	
EMAIL				EMAIL			

BILL TO / THIRD PARTY				FREIGHT CHARGES					
NAME				PREPAID		COLLECT		3RD PARTY	
ADDRESS				FREIGHT CHARGES WILL BE PREPAID UNLESS MARKED OTHERWISE					
CITY									
POSTAL CODE/ZIP				QUOTE NUMBER _____					
CONTACT				SHIPMENT WILL BE RATED AT TARIFF IF QUOTE NUMBER NOT NOTED					
EMAIL				DECLARED VALUATION \$ _____					
NAME				MAXIMUM LIABILITY \$2.00 PER LB / \$4.41 PER KG IF BLANK AND SUBJECT TO APPROVAL IN WRITING BY APPS TRANSPORT GROUP					
ADDRESS				C.O.D. AMOUNT \$ _____					
CITY				C.O.D. FEES SHALL BE 6% OF THE C.O.D. AMOUNT SUBJECT TO A MINIMUM CHARGE OF \$28.00					
POSTAL CODE/ZIP									
CONTACT									
EMAIL									

SPECIAL NOTES OR INSTRUCTIONS

DESCRIPTION OF GOODS - ALL GOODS SUBJECT TO CUBE & RE-WEIGH									
NO. OF PALLETS / SHIP UNITS	WEIGHT (LBS/KG)	DIMS (L x W x H)	PIECES	DESCRIPTION OF GOODS	REF NO.	DA NGER OUS GOODS (Y/N)	CLASS	UA/NA/PIN	PKG GROUP
TOTAL	TOTAL	TOTAL	TOTAL	SEAL NUMBER	OTHER				

PIECE COUNT				FREIGHT CONDITION			
<input type="checkbox"/> Driver was present during loading and the pallet and piece count is confirmed <input type="checkbox"/> Driver was present during loading and the pallet or piece count was short - SHORTAGE _____ <input type="checkbox"/> Driver was present during loading BUT the piece count is impractical to be confirmed - STC <input type="checkbox"/> Driver was not present during loading and neither pallet nor piece count can be confirmed - STC <input type="checkbox"/> Driver picked up a FULL LOAD - SHIPPER LOAD AND COUNT				<input type="checkbox"/> Visible Damage – broken product, open cartons, torn packaging, wet, crushed, leaking, other _____ NOTES: _____ <input type="checkbox"/> Risk of Loss or Damage – loose goods, insufficient labelling, unevenly stacked, packaging, overhanging/misaligned, lack of shrink wrap, tipping, other _____ NOTES: _____			

TERMS AND CONDITIONS

1) This shipment is subject to the contractual terms between APPS Transport Group and the party paying the freight charges hereinafter referred to as Consignor. By tendering this shipment to APPS Transport Group, the Consignor agrees that this shipment shall be subject to the uniform conditions of carriage and the conditions contained or deemed to be contained in this Bill of Lading whether signed by the Shipper's representative or not.

2) APPS Transport Group accepts this shipment subject to the conditions contained or deemed to be contained in this Bill of Lading and undertakes to carry and deliver the goods to the consignee or the person entitled to receive the goods. all such carriers shall be disclosed by APPS Transport Group upon request of the Consignor.

3) This shipment may be tendered by APPS Transport Group to interline, connecting or intermediary carriers in the discretion of APPS Transport Group in order to effect the pickup, linehaul or delivery of the goods. The name(s) of any and all such carriers shall be disclosed by APPS Transport Group upon request of the Consignor.

4) This shipment is subject to the uniform conditions of carriage and all applicable federal and provincial laws and regulations including but not limited to the Ontario Highway Traffic Act (R.S.O. 1990 Chapter H.8); the Bill of Lading Act (R.S.C., 1985, c.B-5); the Canada Transportation Act (S.C. 1996, c.10); the Transportation of Dangerous Goods (S.C. 1992, c.34); Ontario Regulation 643/05 and/or the Railway Traffic Liability Regulation (C10.4-SOR/91-448) as the case may be.

5) APPS Transport Group's liability for loss, damage, injury or delay to this shipment is limited by law and by APPS Transport Group Rules Tariff 100.

6) APPS Transport Group is not liable for any loss, damage, injury or delay to this shipment unless provided with written notice setting out particulars of the loss, damage, injury or delay within 60 days after delivery of the goods or in the case of total loss, within 9 months of the shipping date.

7) Unless otherwise agreed in writing, this shipment is subject to the terms and conditions of APPS Transport Rules Tariff 100 in effect as of the shipping date.

8) APPS Transport Rules Tariff 100 is available upon request or by download at www.appsexpress.com.

9) See Uniform Conditions of Carriage on the reverse or at www.appsexpress.com

SHIPPER		CARRIER		CONSIGNEE	
PRINT NAME		PRINT NAME		PRINT NAME	
DATE		DATE		I have received these goods in good order and condition except as noted.	
SIGNATURE		SIGNATURE		SIGNATURE	
TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT

UNIFORM CONDITIONS OF CARRIAGE — GENERAL FREIGHT

1. Liability of Carrier

The carrier of the goods described in this contract is liable for any loss of or damage to goods accepted by the carrier or the carrier's agent except as provided in this Schedule.

2. Liability of Originating and Delivering Carriers

Where a shipment is accepted for carriage by more than one carrier, the originating carrier and the carrier who assumes responsibility for delivery to the consignee (called the delivering carrier in this Schedule), in addition to any other liability under this Schedule, are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are delivered and from which liability the other carrier is not relieved.

3. Recovery from Connecting Carriers

- i. 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 delivered the amount that the originating carrier or delivering carrier, as the case may be, is required to pay for the loss of or damage to the goods while they were in the custody of such other carrier.
- ii. If there is a concealed damage settlement and the goods were interlined between carriers so that it is not clear as to who had custody of the goods when they were damaged, the originating carrier or delivering carrier, as the case may be, is entitled to recover from each of the connecting carriers an amount prorated on the basis of each carrier's revenue for carriage of the damaged goods.

4. Remedy by Consignor or Consignee

Nothing in Article 2 or 3 deprives a consignor or consignee of any rights the consignor or consignee may have 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 contract of carriage caused by an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, an act or default of the consignor, owner or consignee, authority of law, quarantine or difference in weights of grain, seed or other commodities caused by natural shrinkage.

6. Delay

No carrier is bound to carry goods by any particular public truck or in time for any particular market or otherwise than with due dispatch, unless by agreement that is specifically endorsed in the contract of carriage and signed by the parties.

7. Routing by Carrier

If the carrier forwards the goods by a conveyance that is not a public truck, the liability of the carrier is the same as though the entire carriage were by public truck.

8. Stoppage in Transit

If goods are stopped and 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 is liable, whether or not the loss or damage results from negligence, shall be the lesser of,

- i. the value of the goods at the place and time of shipment, including the freight and other charges if paid, and
- ii. \$4.41 per kilogram computed on the total weight of the shipment.

10. Declared Value

If the consignor has declared a value of the goods on the face of the contract of carriage, the amount of any loss or damage for which the carrier is liable shall not exceed the declared value.

11. Consignor's Risk

- i. If it is agreed that the goods are carried at the risk of the consignor, that agreement covers only such risks as are necessarily incidental to the carriage and the agreement does not relieve the carrier from liability for any loss or damage or delay that results from the negligence of the carrier or the carrier's agents or employees.
- ii. The burden of proving absence of negligence shall be on the carrier.

12. Notice of Claim

- i. No carrier is liable for loss, damage or delay to any goods carried under the contract of carriage unless notice of the loss, damage or delay 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 60 days after delivery of the goods or, in the case of failure to make delivery, within nine months after the date of shipment.
- ii. The final statement of the claim must be filed within nine months after the date of shipment, together with a copy of the paid freight bill.

13. Articles of Extraordinary Value

- i. No carrier is bound to carry any documents, specie or articles of extraordinary value unless by a special agreement to do so.
- ii. If such goods are carried without a special agreement and the nature of the goods is not disclosed in the contract of carriage, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in Article 9.

14. Freight Charges

- i. If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery.
- ii. If upon inspection it is ascertained that the goods shipped are not those described in the contract of carriage, the freight charges must be paid upon the goods actually shipped with any additional charges lawfully payable on the freight charges.
- iii. If a consignor does not indicate that a shipment is to move prepaid, or does not 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 dangerous goods without previous full disclosure to the carrier as required by law shall indemnify the carrier against all loss, damage or delay caused by the failure to disclose and such goods may be warehoused at the consignor's risk and expense.

16. Undelivered Goods

- i. If, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery cannot be made and shall request disposal instructions.
- ii. Pending receipt of disposal instructions,
 - A. the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or
 - B. if the carrier has notified the consignor of this 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. Return of Goods

If a notice has been given by the carrier pursuant to paragraph i of Article 16, and no disposal instructions have been received within 10 days after 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 in the contract of carriage on the carrier's liability and any alteration to the contract of carriage shall be signed or initialled by the consignor and the originating carrier or their agents and, unless signed and initialled, shall be without effect.

19. Weights

- i. It shall be the responsibility of the consignor to show correct shipping weights of the shipment on the contract of carriage.
- ii. If the actual weight of the shipment does not agree with the weight shown on the contract of carriage, the weight shown on the contract of carriage may be corrected by the carrier.

20. C.O.D. Shipments

- i. The carrier shall not deliver a C.O.D. shipment unless payment is received in full.
- ii. The charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments must be collected from the consignee unless the consignor has instructed otherwise on the contract of carriage.
- iii. The carrier shall keep all C.O.D. money in a trust fund or account separate from the other revenues and funds of the carrier's business.
- iv. The carrier shall remit all C.O.D. money to the consignor, or person designated by the consignor, within 15 days after collection.