

#### 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, except as herein provided.

#### 2. Liability of Origination and Delivering Carriers.

Where a shipment is accepted for carriage by more than one carrier, the original contracting carrier and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier), in addition to any other liability hereunder, are liable jointly and severally for any loss of or damage to the goods while they are in the 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 original contracting 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 loss or damage that the original contracting carrier or delivering carrier, as the case maybe, required to pay hereunder resulting from any loss of or damage to the goods while they were in the custody of such other carrier.

#### 4. Remedies by Consignor or Consignee

Nothing in articles 2 or 3 deprives a consignor or consignee of any rights he may have against any carrier.

#### 5. Exemptions from Liability

The carrier shall not be liable for:

<A>. Loss, damage or delay to any of the goods described in the Bill of Lading caused by an Act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law or quarantine.

<B>. a) Damage to fragile or "any articles that are not packed, moved and unpacked by the contracting carrier, his agency or employee(s). There are include but not limited to glass, marble, ceramic, lamps, lampshades, stereos, VCR's, pictures, mirrors, statues, (in addition beds and sofa's which all require plastic wrap).

b) Damage to the mechanical, electronic or other operations of radios, clocks, photographs, appliances, musical instruments and other equipment, irrespective of who packed or unpacked such articles.

c) Deterioration of or damage to perishable foods, plants pr pets.

d) Loss of contents of consignor packed articles, unless the containers used are inspected and articles are listed on the Bill of Lading and receipted for, by the carrier.

<C>. Damage to any or loss of a complete set or unit when only part of such set is damaged or loss, in which event the carrier shall only be liable for repair or recovering of the lost or damaged piece or pieces.

<D>. Damage to articles picked up or delivered in bad weather such as, but not limited to rain, hail, or snow

<E>. Damage or loss to the goods at place or places of pick up or delivery at which the consignee or his agent is not in attendance.

<F>. Damage or loss of articles packed in plastic bag.

<G>. Damage to all articles or surrounding structures during hoisting.

<H>. Damage to articles made from press board or wafer board, or similar structured materials.

<I>. Damage to any article left unpacked by the customer. There include but are not limited to mattresses, stereos, Vases, pictures, bikes, computers, speakers, and planter pots. (Padding of these articles by the carrier or his agent is not considered packing and therefore exempt from liability).

<J>. Damage to articles packed in cartons by Consignee, unless carton is physically damaged by carrier or his agent and noted at time of delivery. Unless improperly packed boxes or poor quality corrugate causes this damage.

<K>. Damage to surrounding structures. These include but are not limited to floors, walls, ceilings, railings, and driveways.

<L>. Damage to all goods by fluids, corrosives, explosives or similar items within consignor shipment.

<M>. Loss of articles at apartment type buildings (Consignor or Consignee or other their agent is responsible to secure safe access).

<N>. Injury to Consignor, Consignee or their agents if they handle or go any equipment owned, leased or operated by the carrier or his agent.

<O>. All exemptions from Liability are valid irrespective of waiver being signed.

<P>. Services booked on behalf of Consignor for a third party service, these include but are not limited to piano tuning, pool table assembly, but instead are limited to that parties contract.

<Q>. Goods delivered or picked up from a location being stacked. This exception does not apply to goods stacked in transit in the carrier's vehicle or that of his agent(s), or placed in the carrier's or his agent's storage.

<R>. Goods on all transportation, which the Consignor or his agent will be driving.

<S>. Damage to furniture with glass that are not crated and un-crated by the carrier, his agent(s) or employee(s).

<T>. Modular furniture.

#### 6. Delay

<A>. At the time of acceptance of the contract, the original contracting carrier shall provide the consignor with a date or time period within which delivery is to be made. Failure by the carrier to accept delivery within the time specified on fact of Bill of Lading, shall render him liable for reasonable food and lodging expense incurred by the consignee.

<B>. Failure by the consignee to accept delivery when tendered within the time specified on the Bill of Lading shall render him liable for reasonable storage in transit, handling and re-delivery charged incurred by the carrier.

#### 7. Routing by the carrier

In case of physical necessity where the carrier forwards the goods by a conveyance that is not a licensed fore-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 or held in transit at the request of the party entitled to so request, the goods are held at the risk of the party

#### 9. Valuation

Subject to article 10 the amount of any loss or damage for which the carrier shall be liable, whether or not the loss or damage results from negligence of the carrier or its employees or agent(s), shall be computed on the basis of the value of the lost or damage article(s) at the time and place of shipment.

#### 10. Maximum Liability

<A>. The amount of any loss or damage computed under article 9 shall not exceed the greater of:

a) The value declared by the shipper: (In no event shall such a Declared Value exceed CDN \$100,000.00) Declared Valuation protection will only cover individual articles up to a maximum of \$5000.00 per article, unless article with value over \$5000.00 are declared separately & noted on the Bill of Lading. Cartons Packed by Consignee or his agent, which were not inspected for their contents are only covered for \$50.00 per

carton if lost. Declared Valuation covers the Consignor for repair or replacement of like kind and quality, whichever is the lesser, on any article damaged or lost.

b) Where the Consignee chose Basic Valuation, the value of 60 cents per pound per article applies. The amount of any such loss or damage computed under article 9 shall not exceed such lower amount.

<B>. Where clause 1) applied, additional charges to cover the additional coverage over \$60 cents per pound per article shall be paid by the consignee. The Consignee must purchase 5 times actual weight of shipment in a dollar value to the nearest \$1000.00. (Minimum of \$10,000.00 is also applicable)

#### 11. Deductible

<A>. A deductible of \$150.00 must be paid on all claims of loss and /or damage prior to the claim proceeding for Basic Valuation.

<B>. A deductible of \$250.00 must be paid on all claims of lost and/or damage prior to the claim proceeding for Declared Valuation.

#### 12. Consignor's Risk

Where is agree that the goods are carried at the risk of the consignor of the goods, such agreement covers only such risk as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any Lesser damage or delay which may result from any negligent act or omission of the carrier, his agent(s), or employee.

#### 13. 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 shipment of the goods and the estimated amount in respect of such loss, damage or delay is provided in writing to the "Claims Form" found from Toronto Service Centre inc. (29 Faulkland Rd Toronto ON M1L 3S4) or at [www.moving-storage.net](http://www.moving-storage.net) within (15) days after delivery of the goods, or, in the case of failure to make delivery of entire shipment within (6) months from the date of the shipment.

<B>. Either the original contracting carrier or the delivering carrier, as the case may be, shall acknowledge receipt of claim within seven (7) days of receipt of the claim.

Note: Bill of Lading changes must be paid in full before any Bill of Lading claim can be considered. The carrier reserves the right to repair first.

#### 14. 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 special agreement and the nature of the goods is not disclosed on the face of the Bill of Lading, the carrier shall not be liable for any loss or damage. These include but are not limited to sums of money, securities, precious metals, stones, coins, and stamps, and any article with a value greater than \$5,000.00 Canadian.

#### 15. Freight Charges

<A>. If required by the carrier, the freight and all other lawful charges on the goods shall be paid before delivery, provided that, where the total actual charges exceed by more than 10% to 20% the total estimated charges, the consignor shall be slowed (15) days after the day on which the goods are delivered (excluding weekends and holidays) to pay the amount by which the total actual charges 110% of the total estimated charges.

<B>. The fifteen (15) day extension provided in paragraph (a) does not apply where the carrier notifies the consignee of the total actual charges immediately after the goods are loaded, or where the carrier receives a waiver of the extension provision by the consignee.

<C>. The fifteen-day extension does not apply on local or hourly moves.

#### 16. Dangerous Goods

Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier and noted on the Bill of Lading as required by law, shall indemnify the carrier against all loss, damage or delay caused thereby, and such goods may be disposed of, or warehoused at the consignee's risk and expense. The Consignee may also be liable to damages caused to the carrier's equipment, other shipments, and welfare of persons coming into contact with such articles.

#### 17. Undelivered Goods

<A>. Where though no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor or consignee that delivery has not been made, and shall request disposal instructions.

<B>. Where reasonable notice has been given, and the consignee or consignor fails to respond within thirty (30) days, the carrier shall have the right to sell, auction or dispose of such goods.

<C>. Pending receipt of such disposal instructions:

- The goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage, or
- Provided that the carrier has notified the consignee of his intention, the goods may be removed to, and store in a public or licensed warehouse, at the expense of the consignee, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges.

#### 18. Alterations

Subject to article 18, any additional limitation on the carrier's liability on the Bill of Lading, and any alteration, or additional or erasure on the Bill of Lading shall be signed or initialed by the consignee or his agent and the original contracting carrier or his agent and unless so acknowledged shall be without effect.

#### 19. Weights & Cubing

<A>. The carrier reserves the right to verify the weight of a shipment. Re-weighing is done on government-approved scales. The customer will be charged at the measured weight if it is greater than the weight indicated and attach the weight scale ticket to his copy of the Bill of Lading.

<B>. The cost of transporting is determined not only by its weight, but also by the space it occupies in our system. The customer is charged the calculated cubic dimensional weight if it is greater than the recorded weight. All charges are based on a minimum density of: 7lbs. per cubic foot for ground service or 15lbs. per cubic foot for air service. Not applicable on local or hourly moves.

#### 20. Delivery

<A> The carrier reserves the right to request full payment prior to completion of offload. All charges must be paid in cash, certified cheque, money order, or agreed terms of credit.

<B>. If consignee fails to pay invoice prior to offload, the carrier reserves the right to bring goods back to the warehouse. The consignee will then be liable for all storage, handling and re-delivery charges.

#### 21. Additional Conditions of Carriage

The parties agree that any van line, driver, loader, packer, employee, agent or other person employed or hired by the carrier to perform this contract ("Others") shall be covered by the limitation of liability clause contained in the carriers' Bill of Lading. Such "Other" shall be considered set out in the Bill of Lading and the carrier shall be considered to act as agent for such "Other