



24-Hour Emergency 1.877.785.4769

F18-1 JUN

FLUID STRAIGHT BILL OF LADING NOT NEGOTIABLE

- Fort St John, BC Head Office 250.785.4761 Fax 250.785.9980
Grande Prairie, AB 780.532.9195 Fax 780.513.2249
Fort Nelson, BC 250.774.4761 Fax 250.774.4760
Edson, AB 780.723.4937 Fax 780.723.5290
Other:

DATE 06 DD 01 YY 2021 UNIT # 1716+4503 DRIVER [Signature] SWAMPER

SHIPPER/CONSIGNOR (From) 24 HR EMERGENCY NUMBER Company Name Energetic Address Fort St John BC
CONSIGNEE (To) Name Secure Company Name Address
SHIPPING INFORMATION Origin LSD Destination LSD Rig #

Table with 4 columns: DG, UN #, Shipping Name and Description, Class, Packing Group, Residue Last Contained. Rows include Methanol, Corrosive Liquids, Petroleum Sour Crude Oil, Flammable Liquid, Petroleum Crude Oil, Petroleum Distillates, and Flammable Liquid, Corrosive.

Consignor Certificate I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, are properly classified and packaged, have dangerous goods safety marks properly affixed or displayed on them, and are in all respects in proper condition for transport according to the Transportation of Dangerous Goods Regulations. Consignor Print Name

NON-DANGEROUS GOODS Description Volume

HAZARDOUS WASTE MANIFEST NUMBER Description Volume

Table with 6 columns: Description of Articles, Marks and Work Involved, Volume, Units, Hours, Rate, Amount. Row 1: Flush Tanker, 2 hours.

SPECIAL INSTRUCTIONS: FLUSHED [] Y [] N

Time On Location: Time Off Location: Estimated Volume Loaded: Actual M³ @ % H₂O TOTAL:

RECEIVED, at the point shown on the date specified from the shipper mentioned herein, the property herein described in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above, which said carrier agrees to carry and deliver to the said consignee at the said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, subject to the classifications and tariffs in effect on the date of shipment.

BILLING INFORMATION: Company Name Lance Contracting, Contact Name Fort St John. APPROVAL STAMP: This bill of lading is APPROVED for payment. Freight charges are COLLECT unless marked prepaid. CHECK BOX IF PREPAID. []

TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF CARRIAGE TO APPLY

The contract for the carriage of goods described in this bill of lading is deemed to contain and be subject to the standard conditions of carriage set out in the appropriate provincial statutes and regulations which govern this contract.

For greater certainty, the standard conditions of carriage referred to above are:

- (a) in British Columbia, the "Specified Conditions of Carriage" in paragraph 37.39(1)(c) of the *Motor Vehicle Act Regulations*, BC Reg 26/58, as amended or replaced from time to time; and
- (b) in Alberta, the "Conditions of Carriage (GENERAL HAULING)" in Schedule 3 of the *Bill of Lading and Conditions of Carriage Regulation*, Alta Reg 313/2002, as amended or replaced from time to time.

2. NOTICE OF CLAIM

- (a) The carrier is not liable for loss, damage or delay to any of the goods transported under this bill of lading 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 the delivery of the goods, or, in the case of failure to make delivery, within 9 months after the date of shipment of the goods.
- (b) The final statement of the claim must be filed within 9 months after the date of shipment, together with a copy of the paid freight bill.

3. CONSIGNOR'S WARRANTIES AS TO PREPARATION OF SHIPMENT

The consignor warrants to the carrier:

- (a) The cartons, containers and goods have been marked to identify the consignee, the consignee's address, number of pieces and any delivery instructions and that such markings are consistent with the markings and instructions of this bill of lading.
- (b) The goods have been properly packaged and prepared to withstand those risks of damage necessarily incidental to transportation.
- (c) If these goods are dangerous goods, the goods and this bill of lading have been prepared to comply with all federal and provincial laws and regulations applicable to the transportation of dangerous goods.

4. LIMITATION OF LIABILITY

- (a) Unless the consignor has declared a value of the goods on the face of the bill of lading, the amount of any loss or damage for which the carrier is liable, whether or not such 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 freight and other charges if paid, and
 - ii) \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment.
- (b) The parties agree that the carrier cannot reasonably be aware of the consequences of and the costs accruing to the consignor, consignee, owner or any other party in the event of the loss of use of the goods due to the late, delayed or non-delivery of the goods, or the whole or partial loss or destruction of all or any part of the goods however caused. Accordingly, the carrier is not liable for the indirect, consequential or incidental loss occurring to any party because of late, delayed or non-delivery of, loss of or damage to the goods.
- (c) If the consignor has declared a value of the goods on the face of this bill of lading, the amount of any loss or damage for which the carrier is liable shall not exceed the declared value.

5. DELAY

The carrier is not bound to transport the goods referred to in this bill of lading by any particular vehicle or in time for any particular market or otherwise than with due dispatch unless by agreement specifically endorsed on this bill of lading and signed by the parties to it.

6. DANGEROUS GOODS

Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier or its agent of the nature of such goods is liable for all loss or damage caused by those explosives or dangerous goods and such goods may be warehoused at the consignor's risk and expense.

7. 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 commodities caused by natural shrinkage.

8. LIABILITY FOR PAYMENT

Regardless of any instructions provided for the payment of freight charges, the consignor shall, in the event the carrier is unable to collect in accordance with those instructions, be responsible for all freight charges together with all costs incurred as a result of inability to collect transportation charges in accordance with the consignor's instructions.

9. PAYMENT DUE

The party responsible for the payment of freight charges shall pay the balance of all amounts owing under the contract for the carriage of goods described in this bill of lading within 30 days of date of the freight bill.

10. INTEREST

The carrier may charge interest on overdue accounts at a rate of 1.5% per month (18% per annum).

11. GOVERNING LAW

The contract for the carriage of goods described in this bill of lading shall be governed by the law of the jurisdiction of the originating point of the shipment.

12. ENTIRE CONTRACT

This bill of lading and the terms and conditions herein form the entire contract between the parties, which shall not be modified without the written consent of both parties.