

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

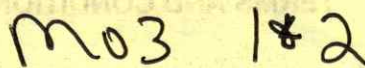
The carrier may charge interest on overdue accounts at a rate of 1.5% per month (18% per annum).

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.



☐ **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:** _____

SHIPPER/CONSIGNOR (From) 24 HR EMERGENCY NUMBER _____ Company _____ Name <u>Energizer</u> Address _____ _____ _____		CONSIGNEE (To) Name _____ Company _____ Name <u>Seacore</u> Address _____ _____ _____		SHIPPING INFORMATION Origin <u>Energizer</u> LSD _____ Destination <u>Seacore</u> LSD _____ Rig # _____	
---	--	--	--	---	--

DANGEROUS GOODS			Class	Packing Group	Residue Last Contained
DG	UN #	Shipping Name and Description			
☐	UN 1230	METHANOL	Class 3 (6.1)	☐ II	☐
☐	UN 1760	CORROSIVE LIQUIDS, N.O.S., (HYDROCHLORIC ACID) (HCl)	Class 8	☐ I ☐ II ☐ III	☐
☐	UN 3494	PETROLEUM SOUR CRUDE OIL, FLAMMABLE, TOXIC	Class 3 (6.1)	☐ I ☐ II ☐ III	☐
☐	UN 1993	FLAMMABLE LIQUID, N.O.S., (FUEL OIL) Liquid Invert Mud	Class 3	☐ III	☐
☐	UN 1267	PETROLEUM CRUDE OIL	Class 3	☐ I ☐ II ☐ III	☐
☐	UN 1268	PETROLEUM DISTILLATES, N.O.S.	Class 3	☐ II	☐
☐	UN 2924	EQUIVALENCY CERTIFICATE SH 9750 (Ren. 7) FLAMMABLE LIQUID, CORROSIVE, N.O.S. (Mixed oilfield production fluids - may release hazardous vapour)	Class 3 (8)	☐ II	☐
☐	UN	Other:	Class	☐ I ☐ II ☐ III	☐

Consignor Print Name

Description

Volume

Description

Volume

DESCRIPTION OF ARTICLES, MARKS AND WORK INVOLVED	Volume	Units	Hours	Rate	Amount
Flush Tanker			2		
SPECIAL INSTRUCTIONS:	FLUSHED ☐ Y ☐ N				

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. It is mutually agreed as to each carrier of all or any of said property over any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

NOTICE OF CARRIER'S LIABILITY: 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, in the case of failure to make delivery, within 9 months after the date of shipment of the goods. 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.

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.

APPROVAL STAMP

Company Name _____

Contact Name _____

Phone # _____

Email _____

Fax # _____

PO / AFE / Code #

MAXIMUM LIABILITY OF CARRIER IS \$2.00 PER POUND UNLESS DECLARED VALUE STATES OTHERWISE. DECLARED VALUE \$

Freight charges are COLLECT unless marked prepaid.
CHECK BOX IF PREPAID. ☐

This bill of lading is APPROVED for payment.

Print Name

Authorized Signature

All personnel have the right to refuse unsafe work. If the job cannot be completed safely, refuse work and contact dispatch immediately.

Doc. No. ESI-FM-OPS003

Initial Issue Date

01/07/2015

Revision Date

09/06/2024

Revision No.

01.03

White-ESI Copy Green-ESI Copy Yellow-Customer Copy Blue-Disposal Copy Golden-Owner Operator Copy Pink-Extra Copy

1301528