

Conditions of Carriage of LCL Navigation

Non-Negotiable Sea Waybill or Combined Transport Waybill

1. Jurisdiction: The contract evidenced by or contained in this Waybill is governed by the laws of Canada and any claims or disputes arising hereunder or in connection herewith shall be determined by the Federal Court of Canada in Montreal, Canada and no other court.
2. This Waybill is subject to the exemptions, limitations, conditions and liberties including those relating to pre-carriage, inland carriage, post vessel discharge and on-carriage as set out in the carrier's Combined Transport Bill of Lading Conditions, posted at its website at: http://www.lclnav.com/pdf/obl_terms.pdf and to the provisions of the Marine Liability Act (MLA) of Canada (2001), as if it were a Bill of Lading.
3. The Shipper accepts the said exemptions, limitations, conditions and liberties on his own behalf and on behalf of the Consignee and the owner of the Goods and warrants that he has the authority to do so.
4. The Consignee by requesting delivery of the Goods, undertakes all liabilities of the Shipper hereunder, such undertaking being in addition to and without prejudice to the Shippers own liability.
5. The benefit of the contract evidenced by this waybill shall thereby be transferred to the Consignee upon taking delivery of the Goods.
6. Where the Hague, Hague-Visby Rules or any legislation making such rules mandatorily applicable (such as U.S. COGSA or MLA) to this contract of carriage, the Carrier shall not, unless a declared value has been noted in accordance with Ad Valorem and additional freight paid, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. (Such limitation amount under U.S. COGSA is US\$500.00 per package and under MLA is the greater of 2SDR per kilo of the gross weight of the cargo lost or damaged, or 666.67 SDR per package.)
7. Where no law or liability limitation is mandatorily applicable, such as during pre-carriage, inland carriage, post vessel discharge or on-carriage, Carrier shall in no event be liable in excess of US\$2.00 per kilo of the gross weight of the cargo lost or damaged or US\$500, whichever is lower.
8. Special conditions relating to the carriage of unpacked goods and rolling stock: Shipper accepts that Carrier is not liable for dents, scratches, chafing, scuffing or contamination to unpacked or otherwise unprotected goods tendered for carriage at Shipper's risk.
9. Special conditions relating to the carriage of goods subject to freezing: Where Shipper tenders for carriage, goods that are subject to freezing, Shipper acts with full knowledge that carriage is not by temperature-controlled or insulated container and warrants that freezing or the results of freezing will not constitute grounds for claims for damages.
10. Whether this waybill is marked "Freight Prepaid" or "Freight Collect", all freight charges stated herein are payable by the Shipper, Consignee, Owner or anyone acting on their behalf including the Freight Forwarder who shall be jointly and severally liable to the Carrier therefor, on demand at such port or place as the Carrier may require.

All notices of intent to file claim must be made in writing within 3 days of the date of delivery in the case of goods lost or damaged or within 60 days of the date when delivery would have taken place, in the case of non-delivery, to LCL Navigation Ltd., 2 Place Alexis Nihon, Suite 995, 3500 Blvd. d Montreal, Quebec, Canada H3Z 3C1, Fax: 1-800-807-9742 or by email to: exports@lclnav.com