

Cooper Barging Service Ltd. (herein called "CBSL")

1. General:

(a) Unless otherwise noted in this shipping receipt cargo shipped under this shipping receipt is CARRIED ON DECK and is not subject to the Rules in the Schedule to the Water Carriage of Goods Act.

(b) Cargo shipped under this shipping receipt, if not carried on deck, is carried upon and subject to the conditions printed on the face and back hereof by virtue of Article VI of the Rules contained in the Schedule to the Water Carriage of Goods Act and section 5 thereof.

(c) Cargo shipped under this shipping receipt is carried at shipper's risk and without warranty of due diligence or of seaworthiness and subject to the specific terms of this shipping receipt.

(d) CBSL shall not be liable for any loss, damage or delay whatsoever, howsoever and wheresoever arising, of or to cargo even though such loss, damage or delay may be caused or contributed to by the act, neglect or default of CBSL or its servants or agents, or by diligence to make the ship seaworthy or to man, equip and supply the ship or to make any part of the ship fit and safe for the reception, carriage and preservation of the cargo.

2. LIEN: CBSL shall have a lien upon the cargo and the right to sell the same by public auction or private sale or otherwise for all unpaid freight, advance freight, and other charges due or to become due in respect of the cargo including dead freight, demurrage, detention or storage charges, fines and any other lawful claim and for damages, costs and expenses (including costs and expenses of exercising such lien and of such sale), and for interest thereon, if and; and if cargo (including the said costs and expenses), as herein provided, CBSL shall be entitled to recover the difference for the Shipper, Consignee and/or the Owner of the cargo.

3. FREIGHT: Freight is to be considered earned when cargo is delivered to CBSL for transportation, and is not to be allowed, refunded or deducted in any event, ship or cargo lost or not lost. The Shipper, Owner or Consignee shall pay the freight and all other lawful charges accruing on said cargo, and if required, shall pay the same before delivery. If the cargo shipped is not that described in this shipping receipt, the freight charges must be paid upon the cargo actually shipped, with any additional penalties lawfully payable thereon.

4. SAILINGS:

(a) CBSL is not and does not hold itself out to be a common Carrier and does not bind itself to dispatch its ships at advertised times or at any particular times, nor does CBSL guarantee the sailings, passage or arrivals of any ship.

(b) CBSL does not undertake and shall not be liable to carry cargo in the order in which it is received from Shippers and shall not be responsible to the Shipper or Consignee for delay in delivery of cargo, including without limiting the generality of the foregoing, delay from one season to another, or for loss or damage to such cargo while so delayed.

(c) CBSL does not undertake and shall not be liable to transport cargo by any particular vessel, nor in time for any particular market, nor by any particular water or other route between the point of shipment and the point of destination.

5. METHOD OF DELIVERY: Delivery of the cargo shall be taken from the ship's tackle or the end of the gangplank immediately the ship is ready to discharge or of the option of CBSL cargo may be discharged and stored afloat or ashore at the expense and risk of the Shipper, Consignee, or the Owner of the cargo.

6. DESCRIPTION OF CARGO: Notwithstanding any written description in this shipping receipt, CBSL is not responsible for any description of weight, measure, gauge, quality, condition, brand, contents and value of cargo, or for any difference between shipping marks as described and the actual marks on the cargo or for any difference between the contents of the packages and the description of same in the shipping receipt and those actually delivered.

7. SPECIFIC EXEMPTIONS FROM LIABILITY: CBSL shall not be responsible for loss of damage caused (a) by insufficient or improper packing or torn or chafed wrappings, insufficiency or inadequacy of marks, (b) by wear and tear during the course of handling, stowage, carriage or delay in transit, (c) by breakage, leakage or deterioration owing to the frail or perishable nature of the cargo, (d) by coal dust, sweat, rust, oxidation, decay, rain, spray, frost, snow, hail, evaporation, or climate, or swelling or leakage of other cargo, (e) by delay in transit or delivery, (f) by loss of market from any cause whatsoever, (g) by act, neglect or default of the Master, mariner, pilot, or the servants of CBSL in the navigation or in the management of the ship, (h) by fire, perils, dangers and accidents of the sea or other navigable waters, (i) by act of God, act of war, act of public enemies, arrest or restraint of princes, rulers, or people or seizure under legal process, or quarantine restrictions, (j) by act or omission of the Shipper, Consignee or Owner of cargo, their agents or representatives, (k) by strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general, (l) by riots and civil commotions, (m) by saving or attempting to save life or property, (n) by wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of cargo, (o) by any latent defect.

8. LIBERTIES: CBSL and the ship shall have the following liberties in connection with the carriage of the cargo shipped under this shipping receipt and CBSL shall not be liable in damages or otherwise as a consequence of the exercise, neglect, non-exercise or attempted exercise of any of the following liberties: - (a) **To Lighter the Cargo, etc:** CBSL shall be at liberty to lighter or otherwise carry cargo to or from the ship.

(b) **To Discharge, Land, Store, Tranship and Forward Cargo:** In the case of accident or should the ship put into a port of refuge or from any cause not commence or proceed in the ordinary course of her voyage, or if the ship is prevented from entering any port or place or is likely to be delayed thereat owing to lateness of season, ice, stage or shallowness of water, strikes, lockouts or labour trouble (whether CBSL or employees are parties thereto or not), injunction, interdict, prohibition of important, blockade, war, riots or other disturbances, uncertainty of the weather, or any other cause, CBSL shall be at liberty to proceed to the nearest convenient port or place and there lighter, discharge into craft or land the cargo or any part thereof or store afloat or ashore, or tranship or

forward the same to destination by land or water, all at the risk of the Shipper, Consignee or Owner of cargo, their agents or representatives who shall pay all extra freight charges and expenses incurred under this clause in lightening, discharging, landing, storing, transshipping, or forwarding cargo.

(c) **To Postpone Shipment or Delivery Date:** If CBSL shall determine in any particular case that it is not possible, practicable or convenient to ship or deliver cargo (of which impossibility, impracticability or inconvenience CBSL shall be the sole and exclusive judge) CBSL shall be at liberty to postpone the shipment or delivery of the cargo to a later date or until the next shipping season, and if the shipment or delivery of cargo is carried over to the next shipping season the Shipper, Consignee or Owner shall pay reasonable storage charges on such cargo.

(d) **To Dispose of Perishable Cargo:** If CBSL is of the opinion (of which it shall be sole and conclusive judge) that perishable cargo has perished or is about to perish, it shall be at liberty to dispose of the same in any manner, or to sell the same to any purchaser at such price as CBSL considers fair, and CBSL shall be only accountable to the Shipper, the Consignee or the Owner for such money as it shall actually receive for the said perishable cargo.

(e) **To Discharge Day or Night:** CBSL shall be at liberty to discharge cargo day or night, holidays included, as fast as ship can deliver, or at any rate, and without regard to weather conditions.

(f) **To Deliver to Wharfinger:** If the Consignee is not on hand to receive the cargo package by package as discharged, then it may be delivered to the wharfinger or to any other responsible person who will take charge of said cargo, or may be deposited at a usual or convenient place for delivering cargo and in every such case, the transit of said cargo shall be deemed to have ended and delivery to have been made and the freight duly earned.

(g) **Cargo Not Removed:** If cargo is not removed by the party entitled to receive it within 48 hours (exclusive of legal holidays), or in case of bonded cargo, within 72 hours (exclusive of legal holidays), after written notice has been sent or given, CBSL shall be at liberty to keep the cargo on the ship or place of delivery or in a warehouse of CBSL subject to a reasonable charge for storage or CBSL may at its option (after written notice of its intention to do so has been sent or given) remove the cargo to and store it in a public or licensed warehouse at the cost of the Shipper, Consignee or Owner to be there held at the risk of the Shipper, Consignee or Owner and without liability on the part of CBSL.

(h) **To Discharge and Reload:** CBSL shall be at liberty at any intermediate port to shift or discharge any cargo for the purpose of discharging or stowing other cargo at such port.

(i) **To Tow and Assist:** The ship shall have liberty to tow and to be towed and to assist vessels under all conditions.

(j) **To Deviate:** The ship shall have liberty to deviate for the purpose of making necessary repairs, taking on fuel, ship's supplies or equipment, loading or discharging cargo, crew, passengers or other persons and any such departure from the most direct geographical route shall conclusively be deemed reasonable and within the contemplation of the parties hereto and a part of the contract voyage.

9. NOTICE AND SUIT: Notice of claim for loss or damage must be made in writing and delivered to CBSL at its office in the Village of Fort Nelson, B.C. within thirty (30) days after discharge or cargo or if cargo be not delivered, within thirty (30) days after cargo would have been delivered in the ordinary course and unless such notice be given as aforesaid CBSL, or the ship shall not be liable for any claim howsoever arising, whether from negligence or otherwise. In any event, CBSL and the ship, shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of cargo or the date when cargo should have been delivered.

10. COOPERAGE AND BALING: All cargo shall be subject to cooerage and baling as CBSL shall conclusively determine at the risk and expense of the Shipper, Consignee or Owner.

11. EXPLOSIVES OR DANGEROUS CARGO: Every party, whether principal or agent, shipping explosives or dangerous cargo without previous full written disclosure to CBSL or its agents, of their nature, shall be liable for all loss or damage caused thereby, and such cargo may be warehoused at risk and expense of the Shipper, Consignee or Owner or destroyed without compensation.

12. GENERAL AVERAGE: The Shipper, Consignee or Owner of the cargo shall pay salvage and any special charges incurred in respect of such cargo and shall contribute with CBSL in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril. In the case of salvage services rendered to cargo during the voyage by a vessel of CBSL, such salvage services shall be paid for as fully as if such salvaging vessel or vessels belonged to a stranger. General average is to be adjusted and payable according to York-Antwerp Rules, 1950, and it is agreed that jettison of deck cargo for the common safety shall be allowed as general average.

13. OTHER PROTECTIONS OR LIMITATIONS: Nothing in this shipping receipt shall operate to limit or deprive CBSL of any statutory protection or limitation of liability.

14. NO LIABILITY BEFORE LOADING OR AFTER DISCHARGE:

NO WARRANTY OF SEAWORTHINESS: Without surrendering in whole or in part, all or any rights or immunities of CBSL any liability under this shipping receipt is not to commence until the cargo is received, loaded and accepted on board ship, and shall cease immediately on delivery of the cargo therefrom; CBSL shall not, under any circumstances be liable for any loss of or damage or delay to any cargo from whatever cause arising before it crosses the ship's rail for loading or after it crosses the ship rail for unloading, but cargo shall be at the sole risk of the Shipper, Consignee or Owner of cargo during all such times (whether such cargo is in the custody of CBSL or not) even although such loss, damage or delay may be due to the wrongful act, neglect or default of CBSL or of any stevedore, agent or servant engaged or employed by CBSL, or of any person for whom CBSL might have otherwise been responsible whether in service of CBSL or not or of any other carrier and even though any ship or craft in which any cargo may be loaded was unseaworthy at the time of loading or sailing or at any other time.