



CARRIER LIABILITY FOR CARGO LOSS OR DAMAGE

- 1) Canadian Origin Cargo. Subject to sections 3) and 4) below Polaris Transport Carrier Inc.'s (the "Carrier") liability for cargo loss, damage or delay to shipments received by it for carriage at Canadian origin point shall be governed by the prescribed "uniform bill of lading" or similar deemed contract of carriage terms and conditions in effect in the province of origin, or where there be no such legislation, in accordance with applicable common law.
- 2) United States Origin Cargo. Subject to sections 3) and 4) below the Carrier's liability for cargo loss, damage or delay to shipments received by it for carriage from a United States origin point shall be governed by 49 U.S.C 14706 (the "Carmack Amendment") and 49 C.F.R Part 370.
- 3) The Carrier's Standard Limit of Liability for Cargo Loss or Damage. Regardless of whether the place of receipt by the Carrier for the carriage of cargo be located in Canada or in the United States and regardless of the routing of a shipment of cargo, the Carrier's liability for loss or damage to cargo in accordance with sections 1) and 2) above shall, subject to the application of section 4) below in no case exceed the lesser of:
 - a) The value of the cargo at the time and place of shipment origin;
 - b) CAN \$2 per pound of the cargo actually lost or damaged, or
 - c) The total claim amount in the aggregate of CAN \$50,000.
- 4) Rules for the Declaration of a Value for Increased Carrier Liability for Cargo Loss or Damage. Shipper may seek a higher amount of Carrier liability for cargo or loss or damage than provided for at section 3) above strictly and only where:
 - a) The Shipper has requested, and the Carrier has accepted either in writing or electronically available higher level(s) of the Carrier's liability at least 24 hours prior to shipment, and
 - b) The Shipper agrees to pay any corresponding increased charge(s).
- 5) Bill of Lading or Shipment Document is only a Receipt. The Shipper acknowledges that regardless of the place of cargo shipment origin that any declaration of a value on a bill of lading or any similar shipping document will be of no force or effect and that any and all liability on the part of the Carrier being governed strictly on the basis of the foregoing.
- 6) In the event of any conflict between these Service Terms and Conditions and any applicable laws pertaining to the Carrier's services the former will govern to the extent of any such inconsistency as permitted by law. For the purposes of sections 3 and 4 above, to the extent the provisions of Title 49 or the case law interpreting the same conflicts with the terms set forth herein, pursuant to 49 USC § 14101, the Carrier and Shipper waive the conflicting provision(s) of the statute and all corresponding case law.

NOTE: The Carrier provides its services in accordance with Tariff PTG 100 which contains terms and conditions in addition to the foregoing. A copy can be made available upon request or by clicking [here](#).