

(2) by substituting “519.21 for “519.22” in paragraph 4;

(3) by substituting the following for paragraph 5:

“(5) persons who do not operate heavy vehicles and whose fleet of automobiles does not include any heavy vehicle registered with the Société de l’assurance automobile du Québec.”.

2. The following is substituted for section 2:

“2. The following vehicles are totally exempt from the application of the Act respecting owners and operators of heavy vehicles:

(1) tool vehicles within the meaning of section 4 of the Highway Safety Code (R.S.Q., c. C-24.2) amended by section 55 of Chapter 40 of the Statutes of 1998;

(2) combinations of road vehicles where each vehicle has a net weight of 3 000 kg or less, provided that the length of the trailer or the semi-trailer, including the coupling system, is 10 metres or less, except those on which safety marks must be displayed in accordance with Division V of the Transportation of Dangerous Substances Regulation, made by Order in Council 674-88 dated 4 May 1988, as it reads at the time of its application and except those carrying dangerous substances in containers of 454 litres or over;

(3) the following vehicles, owned by a farmer within the meaning of section 16 of the Highway Safety Code:

(a) farm machinery within the meaning of section 2 of the Regulation respecting road vehicle registration, made by Order in Council 1420-91 dated 16 October 1991, as it reads at the time of its application;

(b) farm trailers within the meaning of section 2 of the Regulation respecting safety standards for road vehicles, made by Order in Council 1483-98 dated 27 November 1998, as it reads at the time of its application;

(4) motorized road vehicles whose net weight is 3 000 kg or less on which it is not mandatory to display safety marks in accordance with Division V of the Transportation of Dangerous Substances Regulation, except minibuses, tow trucks and vehicles carrying dangerous substances in containers of 454 litres or over;

(5) road vehicles which were issued a temporary registration certificate referred to in any of sections 32 to 38, 40 and 41 of the Regulation respecting road vehicle registration, as it reads at the time of its application, and those on which a detachable licence plate having the

prefix “ X “ referred to in any of sections 145, 146, 160 and 161 of that Regulation.”.

3. The following is inserted after section 3:

“3.1. The fees for an application for registration and for renewal of the registration under the first paragraph of section 16 of the Act respecting owners and operators of heavy vehicles are \$100.”.

4. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

3169

Gouvernement du Québec

O.C. 1198-99, 20 October 1999

Transport Act
(R.S.Q., c. T-12)

Requirements for bills of lading

Regulation respecting the requirements for bills of lading

WHEREAS under paragraph *n* of section 5 of the Transport Act (R.S.Q., c. T-12), amended by paragraph 1 of section 156 of chapter 40 of the Statutes of 1998, the Government may, by regulation, determine the requirements applicable to bills of lading in the case of a carrier or any person to whom the Act respecting owners and operators of heavy vehicles applies;

WHEREAS under section 178 of the Act respecting owners and operators of heavy vehicles (1998, c. 40), the first regulations made under the new provisions of the Highway Safety Code enacted by the Act respecting owners and operators of heavy vehicles are not subject to the publication requirement in section 8 of the Regulations Act (R.S.Q., c. R-18.1);

WHEREAS it is expedient to make the Regulation respecting the requirements for bills of lading;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Transport:

THAT the Regulation respecting the requirements for bills of lading, attached to this Order in Council, be made.

MICHEL NOËL DE TILLY,
Clerk of the Conseil exécutif

Regulation respecting the requirements for bills of lading

Transport Act
(R.S.Q., c. T-12, s. 5, pars. *n* and *r*; 1998, c. 40, s. 156)

1. For the purposes of this Regulation, the meaning of the words “operator of a heavy vehicle”, “heavy vehicle” and “transport service intermediary” is the same as under the Act respecting owners and operators of heavy vehicles (1998, c. 40), the meaning of the words “receiver”, “shipper” and “carrier” is the same as under the Civil Code and the word “consignee” means a person who has custody of merchandise.

2. The Regulation applies to contracts for the transport of goods for consideration. It does not apply in the following cases:

(1) where the contract is for moving:

(a) used domestic goods, letters and parcels less than 45 kg in weight, motor vehicles, empty containers, empty trailers, wood pallets or live animals;

(b) bulk material within the meaning of the Transport Act (R.S.Q., c. T-12) and the regulations thereunder;

(c) the milk and cream referred to in section 11 of the Dairy Products and Dairy Products Substitutes Act (R.S.Q., c. P-30);

(d) petroleum products in a tank vehicle equipped with a meter and having a maximum capacity of 18 200 litres;

(e) motor vehicle wrecks and waste or scrap whether it can be recycled or not;

(f) periodicals for delivery to consumers, paper boys or sales outlets;

(g) vehicles by means of a tow truck;

(h) natural or chemical fertilizers and any substances used for the fertilization and upgrading of soils;

(i) houses, offices or plants;

(j) vehicles using the technique called saddlemount;
or

(k) motor vehicles referred to in paragraph 2 of section 214 of the Highway Safety Code (R.S.Q., c. C-24.2);

(2) where the transport vehicle is for a shipper’s exclusive use; and

(3) where the contract was entered into outside Québec and the contract and the bills of lading comply with the statutory and regulatory requirements of the place of origin.

3. An operator of heavy vehicles who undertakes to transport goods for a shipper shall issue a bill of lading that meets the conditions of this Regulation. A mandatory may also prepare the bill of lading.

4. The bill of lading shall be written on a form that reproduces, on the front, the information and the specifications given in Schedule 1 and, on the back, those given in Schedule 2.

It is the shipper’s responsibility to ensure that each item listed on the bill of lading is clearly and distinctly marked with the name of the consignee and its destination.

5. The bill of lading must clearly indicate the terms agreed to by the parties.

6. Each bill of lading must be identified by a specific number code.

7. The bill of lading shall be signed by an operator of heavy vehicles who is acting as a carrier or his mandatory and by the shipper or his mandatory.

Where the signing party is a transport service intermediary, it must be specified on the bill of lading.

8. The specifications in Schedules 1 and 2 are the minimum specifications that shall be entered on the bill of lading.

9. A signed copy of the bill of lading shall be given to the shipper and to the initial carrier.

10. Notwithstanding sections 1 to 9, a short form of the bill of lading may be used by a shipper who has goods transported by an operator of heavy vehicles and the latter may accept the form provided that:

(1) the short form of the bill of lading is provided and issued by the shipper;

(2) it is agreed by the shipper and the operator of heavy vehicles, on the front and on the back of the short form of the bill of lading, that the minimum conditions in Schedules 1 and 2 apply to the contract specified on the short form.

11. Where an operator of heavy vehicles prepares a waybill for the shipment, the waybill shall bear the same number or the same identification as the original bill of lading, or if applicable, of the short form of the bill of lading; however, the waybill may not replace the bill of lading.

12. An operator of heavy vehicles shall keep a copy of the bills of lading and short forms of the bill of lading respecting the shipping contracts to which he was a party for two years.

13. Any violation by an operator of heavy vehicles of the provisions of section 3 or 12 constitutes an offence punishable by the imposition of a fine ranging from \$250 to \$750.

14. This Regulation replaces sections 19 to 27 and 30 of and Schedule II to the Trucking Regulation made by Order in Council 47-88 dated 13 January 1988.

15. This Regulation comes into force on the fifteenth day following its publication in the *Gazette officielle du Québec*.

**ANNEXE 1
MODÈLE DE CONNAISSEMENT**

**SCHEDULE 1
MODEL BILL OF LADING**

**CONNAISSEMENT NON NÉGOCIABLE NO DE CONN. :
BILL OF LADING NOT NEGOTIABLE B/L No.**

1. Expéditeur ou agent (nom & adresse)/Consignor or agent (name & address)		2. No cpte expéditeur/Consignor's acct no.	3. Date	4. No ref. expéditeur/Consignor's ref. no.	
7. Consignataire (nom et adresse)/Consignee (name & address)		5. Nom du transporteur/Name of carrier		6. No ref. transporteur/Carrier's ref. no.	
9. Partie à notifier - Courtier en douanes*/Notify party - Customs broker*		8. Reçu au point d'origine, à la date et de l'expéditeur mentionné aux présentes les marchandises ci-après décrites en bon état apparent (le contenu des colis et sa condition étant inconnus) marquées, contresignées et destinées tel que ci-après mentionné, que le transporteur consent à transporter et à délivrer à leur consignataire au point de destination si ce point se trouve sur la route qu'il est autorisé à desservir, sinon à faire transporter et délivrer par un autre transporteur autorisé à ce faire et ce, aux taux et à la classification en vigueur à la date de l'expédition. Il est mutuellement convenu que chaque transporteur transporter lesdites marchandises en tout et en partie sur le parcours entier ou une portion quelconque de celui-ci jusqu'à destination et que tout intéressé à ladite expédition pour tout service à effectuer en vertu des présentes est sujet à toutes les conditions imprimées ou écrites non prohibées par la loi, incluant les conditions contenues au verso des présentes qui sont acceptées par l'expéditeur pour lui-même et ses ayants droit. Received at this point of origin on the date specified, from the consignor mentioned herein, the property herein described, in apparent good order, except as noted (contents and conditions of contents of package unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and to deliver to the consignee at the said destination, if on its own authorized route or otherwise to cause to be carried by another carrier on the route to said destination, subject to the rates and classification in effect on the date of shipment. It is mutually agreed, as to each carrier of all or any of the goods over all or any portion of the route to destination, and as to each party of any time interested in all or any of the goods that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, including conditions on back hereof, which are hereby agreed by the consignor and accept for himself and his assigns.			
10. Point d'origine/Point of origin		11. Et route/Destination and			
11. Et route/Destination and		12. VALEUR DÉCLARÉE / DECLARED VALUATION Responsabilité maximum de 4,41\$ par kilogramme selon le poids total de l'expédition à moins qu'une valeur supérieure n'ait été déclarée au recto par l'expéditeur (Conditions 9 et 10 au verso). Maximum liability of 4.41\$ per kilogram, depending on the total weight of the shipment, unless the shipper has declared a higher value on the front of the bill of lading (Conditions 9 and 10 on back).			
13. Marques et numéros*/ Marks & numbers*	14. Nombre total de colis*/ Total no. of packages*	15. Description générale de l'expédition*/ General description of shipment*	16. No du véhicule*/ Vehicle no.*	17. Poids brut et cubage*/ Total weight & cubage*	
18. Nombre et type de paquets/ Number and type of packages		19. Description des marchandises et particularités/ Particulars of goods, marks and exceptions	20. Poids/Weight	21. Taux/Rate	22. Montant/ Amount
				23. FRAIS DE TRANSPORT/ FREIGHT CHARGES À percevoir/ Collect <input type="checkbox"/> Payés d'avance/ Prepaid <input type="checkbox"/> Les frais seront à percevoir à moins d'avis contraire/ Freight charges will be collect unless marked prepaid	
				24. Si au risque de l'expéditeur, indiquez-le ici/ If at consignor's risk, write or stamp here	
				25. Envoi contre remboursement/ C.O.D. SHIPMENT Frais de recouvrement/ Collection charges À percevoir/ Collect <input type="checkbox"/> Payés d'avance/ Prepaid <input type="checkbox"/> Montant/Amount C. \$	
26. Entente spéciale entre l'expéditeur et le transporteur, y faire référence/ Special agreement between consignor & carrier, advise here				Frais de recouvrement/Collection charges O. \$	
27. AVIS DE RÉCLAMATION a) Le transporteur n'est responsable de pertes, de dommages ou de retards aux marchandises transportées qui sont décrites au connaissement, qu'à la condition qu'un avis écrit précisant l'origine des marchandises, leur destination, leur date d'expédition et le montant approximatif réclamé en réparation de la perte, des dommages ou du retard ne soit signifié au transporteur initial ou au transporteur de destination, dans les soixante (60) jours suivant la date de la livraison des marchandises ou dans les cas de non-livraison, dans un délai de neuf (9) mois suivant la date de l'expédition. b) La présentation de la réclamation finale accompagnée d'une preuve du paiement des frais de transport doit être soumise au transporteur dans un délai de neuf (9) mois suivant la date de l'expédition.		NOTICE OF CLAIM a) No carrier is liable for loss, damage or delay to any goods carried under the Bill of Lading unless notice thereof 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 ninety (90) days after the delivery of the goods or, in the case of failure to make delivery, within nine (9) months from the date of shipment. b) The final statement of the claim must be filed within nine (9) months from the date of shipment together with a copy of the paid freight bill.		28. TOTAL D. \$ À l'arrivée*/ Inbound* \$ 29. Au-delà*/ Beyond* \$	
30. N.B. VEUILLEZ PRENDRE CONNAISSANCE DES CONDITIONS AU VERSO, QUI SONT ACCEPTÉES PAR LES PRÉSENTES/ N.B. NOTE CAREFULLY CONDITIONS ON BACK HEREOF WHICH ARE HEREBY ACCEPTED				31. Autres (précisez)*/ Others (specify)* \$ \$ \$	
32. Expéditeur/Consignor Date* Par/Per	33. Transporteur/Carrier Date* Par/Per	34. Consignataire/Consignee Date* Par/Per		35. Total des frais*/ Total charges* \$	

* Information facultative / Optional information

SCHEDULE 2

MINIMUM SPECIFICATIONS

I. CONDITIONS OF CARRIAGE

1. Liability of carrier: The carrier of the goods herein described is liable for any loss of or damage to goods accepted by him or his agent except as hereinafter provided.

2. Liability of originating and delivering carriers: Where a shipment is accepted for carriage by connecting carriers, the carrier issuing the bill of lading, hereinafter called the originating carrier, and the carrier who assumes responsibility for delivery to the consignee, hereinafter called the delivering carrier, in addition to any other liability hereunder, are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been transferred and from which liability the other carrier is not relieved.

3. Recovery from connecting carrier: The originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have been transferred, the amount of the loss or damage that the originating carrier or delivering carrier, as the case may be, may be required to pay hereunder, resulting from loss or damage to the goods while they were in the custody of such other carrier. When shipments are interlined between carriers, settlement of concealed damage claims shall be prorated on the basis of revenues received.

4. Remedy by shipper or consignee: Nothing in section 2 or 3 deprives a shipper or a consignee of any rights he may have against any carrier.

5. Exemptions from liability: The carrier shall not be liable for loss, damage or delay to any of the goods described in the bill of lading caused by an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the shipper, owner or consignee, authority of law, quarantine or differences in weights of grain, seed, or other commodities caused by natural causes.

6. Delay: No carrier is bound to transport goods by any particular vehicle or in time for any particular market or otherwise than with due dispatch, unless by agreement specifically endorsed on the bill of lading and signed by the parties thereto.

7. Routing by carrier: In case of physical necessity where the carrier forwards the goods by a conveyance

that is not a licensed rental vehicle, the liability of the carrier is the same as though the entire carriage were by licensed rental vehicle.

8. Stoppage in transit: Where goods are stopped and held in transit at the request of the party entitled to do so, the goods are held at the risk of that party.

9. Valuation: Subject to section 10, the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, shall be computed on the basis of:

(a) the value of the goods at the time of shipment including the freight and other costs if paid; or

(b) where a value lower than that referred to in paragraph *a* has been represented in writing by the shipper or has been agreed upon, such lower value shall be the maximum liability.

10. Maximum liability: The amount of any loss or damage computed in accordance with the provisions of paragraph *a* or *b* of section 9 must not exceed \$4.41 per kilogram, depending on the total weight of the shipment, unless the shipper has declared a higher value on the front of the bill of lading.

11. Shipper's risk: Where it is agreed that the goods are carried at the risk of the shipper of the goods, such agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any loss or damage or delay which may result from any negligence to act or omission of the carrier, his agents or employees and the burden of proving absence of negligence shall be on the carrier.

12. Notice of Claim:

(1) No carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof 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 from the date of shipment.

(2) The final statement of the claim must be filed within 9 months from the date of shipment together with a copy of the paid freight bill.

13. Articles of extraordinary value: No carrier is bound to carry any documents, specie or any articles of

extraordinary value unless by a special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed herein, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in section 10 above.

14. Freight charges:

(1) If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery and, if upon inspection, it is ascertained that the goods shipped are not those described in the bill of lading, the freight charges must be paid upon the goods actually shipped with any additional charges lawfully payable thereon.

(2) Freight charges are payable on delivery, unless otherwise specified by the shipper on the bill of lading.

15. Dangerous goods: Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all loss, damage or delay caused thereby, and such goods may be warehoused at the shipper's risk and expense.

16. Undelivered goods:

(1) where, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the shipper and consignee that delivery has not been made, and shall request disposal instructions.

(2) pending receipt of such disposal instructions:

(a) the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or

(b) provided that the carrier has notified the shipper of his intention, the goods may be removed to, and stored in public or licensed warehouse at the expense of the shipper without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

17. Return of goods: Where notice has been given by the carrier in accordance with paragraph 1 of section 16, and no disposal instructions have been received within 10 days from the date of such notice, the carrier may return to the shipper, at the shipper's expense all undelivered shipments for which such notice has been given.

18. Alterations: Subject to section 19, any limitation on the carrier's liability on the bill of lading, and any alteration, or addition or erasure in the bill of lading

shall be signed or initialled by the shipper or his agent and the originating carrier or his agent and unless so acknowledged shall be without effect.

19. Weights: It shall be the responsibility of the shipper to show correct shipping weights of the shipment on the bill of lading. Where the actual weight of the shipment does not agree with the weight shown on the bill of lading, the weight shown thereon is subject to correction by the carrier.

20. C.O.D. shipments:

A carrier shall not deliver a C.O.D. shipment unless payment is received in full.

The charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments must be collected from the consignee unless the shipper has otherwise so indicated and instructed on the bill of lading.

A carrier shall remit all C.O.D. monies to the shipper or his agent within 15 days after collection.

A carrier shall keep all C.O.D. monies separate from the other revenues and funds of his business in a separate trust fund or account.

A carrier shall include as a separate item in his tariff of rates the charges for collecting and remitting money paid by consignees.

II. OTHER SPECIFICATIONS

21. All other specifications agreed to by the parties shall be indicated on the bill of lading.

3170

Notice

An Act respecting industrial accidents and occupational diseases
(R.S.Q., c. A-3.001)

Classification of employers, statement of wages and rates of assessment — Experience ratios for 2000

Notice is hereby given that the Commission de la santé et de la sécurité du travail adopted, at its session of October 21, 1999, the "Regulation amending the Regulation respecting the classification of employers, the statement of wages and the rates of assessment and the Regulation respecting experience ratios for 2000".