

ORIGINAL BILL OF LADING - NOT NEGOTIABLE

THIS BILL OF LADING TO BE SIGNED BY THE SHIPPER AND/OR DRIVER AGENT TO THE CARRIER ISSUING SAME

ATTENTION: SEE TERMS AND CONDITIONS ON BOTTOM, WHICH INCLUDE LIMITATIONS ON LIABILITY OF THE CARRIER

Received subject to the Seaspan Ferries Corporation tariff in effect on the date of issue of this Bill of Lading, the type of vehicle described on reverse in apparent good order and condition, except as noted (contents, equipment and condition of contents and equipment unknown), marked, consigned and destined as indicated below, which Seaspan Ferries Corporation, hereinafter called the "Carrier", agrees to transport on deck to its usual place of delivery at the said destination. It is agreed that every service to be performed hereunder shall be subject to all conditions, whether printed or written, herein contained (including the conditions below) which shall govern all relations whatsoever between the shipowner, consignee, receiver and owner of the vehicle, and the Carrier, master and ship.

NOTICE TO SHIPPERS OF LIMITATION OF LIABILITY

1. This Bill of Lading is subject to the provisions of the Rules as applied by the Marine Liability Act, S.C. 2001, c6, or the Carriage of Goods by Sea Act of the United States of America, whichever Act may be applicable and which shall be applicable to vehicles carried on deck.
2. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection of exemption from or limitation of liability, and the Carrier shall be entitled to the benefit of Title 46, U.S.C.A. Section 181 to 186, inclusive, and to the benefit of all laws of Canada granting the Carrier exemption from or limitation of liability and the Carrier shall have the benefit of all applicable laws granting to ship owners exonerations from or limitation of liability.
3. This Bill of Lading does not constitute a receipt for any equipment or goods of any kind left in or on said vehicle or evidence of a contract of carriage for any person(s) accompanying the vehicle carried hereunder and in no event shall the Carrier or its officers, servants or agents be liable for any loss, damage or delay in connection with any such equipment or goods or any personal injury (including injury resulting in death) or property damage or loss sustained by any such person(s) even though any such loss, damage, delay, or personal injury were caused or contributed by the negligence of the Carrier, its officers, servants or agents or the ship owner's servants or otherwise howsoever.
4. The Carrier and the Carrier's officers, servants and agents shall not be liable for any loss of or damage to the vehicle during the period before loading on or after discharge from the ship whether the vehicle is in the custody of the Carrier awaiting shipment, landed, stored or pending transshipment even though such loss or damage be caused or contributed by the negligence of the Carrier, its officers, servants or agents or otherwise howsoever and any vehicles shall be deemed to be in such custody at the entire risk of the shipper and/or consignee.
5. The person(s) using this Bill of Lading assume(s) all risk of loss or injury to person(s) or property caused by or incidental to the dangers of navigation, even though such dangers arise as a result of the negligence of the shipowner's officers or servants or otherwise howsoever.
6. It is expressly agreed by the shipper, consignee, owner or holder of this Bill of Lading that in consideration of any work or services performed by any servant or agent of the Carrier, including every independent contractor employed by the Carrier from time to time, that no employee or agent of the Carrier shall in any circumstances be under any liability to the shipper, consignee or owner of the vehicle for any loss, damage or delay of any kind resulting, directly or indirectly, from any act, neglect, default or negligence on his part while acting in the course of, or in connection with his employment. And, without limiting the generality of the foregoing provisions in this clause, every exemption, limitation or condition contained in this Bill of Lading and every right, exemption from liability, defense and immunity and of any nature shall also be available and shall extend to protect every such servant, agent or independent contractor acting in the course of, or in connection with, his employment with the Carrier. For the purposes of this clause, the Carrier is, or shall be deemed to be, acting on behalf of and for the benefit of all persons who are or might be his employees, agents or independent contractors and all such persons shall to the extent of this clause be, or be deemed to be, parties to the Bill of Lading.
7. HIGH RISK GOODS AND INDEMNITY: When the customer's goods are dangerous goods or pollutants the customer undertakes to hold harmless and indemnify the carrier from and against any breaches by the customer of the Canadian Environmental Protection Act, the Transportation of Dangerous Goods Act, the Canada Shipping Act and related regulations and from and against liability for the escape of any dangerous goods or pollutants which occurs without negligence on the part of the carrier. The customer warrants all governmental requirements for dangerous goods and pollutants have been met; such are properly identified and packed; and where applicable the customer has filed with the Director General of Transportation of the Dangerous Goods Directorate, Department of Transport, an Emergency Response Plan Summary. The carrier may dispose of a pollutant and of dangerous or high risk goods that may, in the carrier's opinion, cause claims, without compensation to and at the expense of the customer.

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