



**NON-NEGOTIABLE BILL OF LADING**

**GOVERNMENT OF THE NORTHWEST TERRITORIES**

**P.O. Box 1320, 4903-49th Street  
Yellowknife, NT X1A 2L9  
Phone: 867-767-9257  
Fax: 867-873-0234**

Received on board by the Carrier at \_\_\_\_\_ [insert load port] \_\_\_\_\_  
from the Merchant, [name of Merchant] \_\_\_\_\_ the cargo described below, in apparent good order and condition, except as noted (contents and conditions of contents of packages or containers unknown, sufficiency of packing or marks not admitted), marked, consigned and destined as indicated below, to be carried upon and subject to the terms and conditions on the face and reverse hereof, to the usual place of delivery at said destination. The nature, weight, quantity, measure, gauge, quality, grade, condition, brand, contents, and value declared (if any) by the Merchant and unknown to the Carrier.

Consigned to \_\_\_\_\_

Destination \_\_\_\_\_ Province or State \_\_\_\_\_ Country \_\_\_\_\_

Route \_\_\_\_\_ Ship \_\_\_\_\_

No. of Units or Packages:

(subject to correction) Description of Cargo as Provided by Merchant Unit of Measure \_\_\_\_\_

**ALL CARGO CARRIED ON DECK AT THE SOLE RISK OF THE MERCHANT IN ACCORDANCE WITH CLAUSE 4 ON THE REVERSE HEREOF.**

**Government of the Northwest Territories**  
(Carrier)

\_\_\_\_\_  
(Merchant)

Per:

Per:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**SEE TERMS AND CONDITIONS ON THE REVERSE HEREOF WHICH INCLUDE LIMITS OF LIABILITY OR EXCLUDE LIABILITY OF THE CARRIER**



## TERMS AND CONDITIONS

### 1. DEFINITIONS

This contract may be performed by tug and barge and/or scow and in this Non-negotiable Bill of Lading (herein “**Bill of Lading**”) the word “**ship**” shall include tug and/or barge and/or scow and any substituted vessel, whether owned, chartered or operated by the Carrier and used in performance of this contract; the word “**Merchant**” means and includes, jointly and severally, the shipper, the receiver, the consignee, the owner of the cargo, and any persons having a right, title or interest in or to the cargo, and the servants or agents of any of these; the word “**charges**” means and includes freight, sub-freight and all expenses and money obligations incurred and payable by the Merchant, including dead freight; the word “**Carrier**” means and includes Government of the Northwest Territories (herein “**GNWT**”) and associated and related companies and every ship used in the carriage, as well as the owner, operator, officers and crew thereof and all officers, employees and agents of the Carrier and sub-contractors of the Carrier and their officers, employees and agents; the words “**tow**” or “**towing**” shall mean moving or propelling a ship by any means, including pushing; and the words “**Demurrage Charges**” means the then current applicable demurrage charges of the Carrier.

### 2. GENERAL

It is agreed that the custody, carriage and storage of cargo is subject to all the terms and conditions of this Bill of Lading on the face and reverse hereof, which shall govern the relations between the Merchant and the Carrier, master and ship in every contingency, wheresoever and whensoever occurring and also in the event of deviation or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms and conditions of this Bill of Lading shall be deemed to have been waived by the Carrier unless by express waiver in writing signed by the Carrier.

Any alterations, additions or erasures to the terms and conditions in this Bill of Lading whether on the face or reverse hereof shall be signed or initialed in the margin by the Carrier, and if not so signed or initialed shall be without effect and this Bill of Lading shall be enforceable according to its original tenor.

### 3. WATER CARRIAGE

This Bill of Lading shall have effect subject to the provisions of Part 5 of the *Marine Liability Act*, S.C. 2001 c.6 and Schedule 3 thereto which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the *Marine Liability Act*. If any term of this Bill of Lading be repugnant to the *Marine Liability Act* to any extent,



such terms shall be void to that extent but no further. The provisions stated in the *Marine Liability Act* shall (except as specifically provided in Section 20, paragraph 2, hereof and as may be otherwise specifically provided herein) govern before the cargo is loaded on and after it is discharged from the ship and throughout the entire time the cargo is in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or miss-delivery or loss or damage to the cargo occurring while the cargo is not in actual custody of the Carrier, and while the cargo is in the actual custody of the Carrier, the liability of the Carrier, if any, shall be limited as provided in the *Marine Liability Act* and as specifically provided in Section 20 hereof and as may be otherwise specifically provided herein.

PROVIDED HOWEVER, that where the contract evidenced by this Bill of Lading is subject to the laws of the United States of America:

(a) the provisions of the *Carriage of Goods by Sea Act* of the United States of America shall (except as specifically provided in Section 20, paragraph 2, hereof and as may be otherwise specifically provided herein) govern before the cargo is loaded on and after it is discharged from the ship, and throughout the entire time the cargo is in the Carrier's custody;

(b) the Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or miss-delivery or loss or damage to the cargo occurring while the cargo is not in the actual custody of the Carrier, and while the cargo is in the actual custody of the Carrier, the liability of the Carrier, if any, shall be limited as provided in the said *Carriage of Goods by Sea Act* and as specifically provided in Section 20 hereof and as may be otherwise specifically provided herein;

(c) the Carrier shall be entitled to the full benefits of, and the right to all limitations of or exemptions from, liability authorized by any provision of Sections 4281 to 4286 of the Revised Statutes of the United States of America and amendments thereto, and of any other provisions of the laws of the United States of America;

(d) in respect of cargo carried on deck and stated as being carried on deck, all risks of loss or damage by perils inherent in such carriage shall be borne by the Merchant, but in all other respects, the custody and carriage of such cargo shall be governed by the terms of the Bill of Lading and the provisions stated in the *Carriage of Goods by Sea Act*, of the United States of America, notwithstanding Section 3(c) hereof.

#### **4. DECK CARGO**

The cargo may be stowed and carried on or under deck. Notwithstanding anything herein or in the *Marine Liability Act* or the *Carriage of Goods by Sea Act* of the United States of America, cargo (which is stated herein as being carried on deck and is so carried), live animals and plants are received, kept, carried and discharged at the sole risk of the Merchant, and the Carrier shall not, under any circumstances of any kind whatsoever, be liable for any loss, damage or delay or detention to live animals or plants or to cargo carried on deck, and stated in this Bill of Lading to



be so carried, howsoever and wheresoever such loss, damage or delay or detention occurs, even if such loss, damage, or delay or detention be caused by the act, omission, negligence or default of the Carrier, or by the unseaworthiness or unfitness of the ship at the time of loading or sailing, or at any other time.

## **5. FREIGHT**

Whether prepaid or not, freight is deemed to have been earned when the cargo is delivered to the Carrier for transportation, and is not to be set off, deducted, refunded or reduced in any event, ship or goods lost or not lost. The Merchant shall pay the freight and all other lawful charges accruing on the goods, and if required by the Carrier, shall pay the same before delivery. If the cargo shipped is not that described in this Bill of Lading, the freight charges must be paid upon the cargo actually shipped, with any additional penalties lawfully payable thereon.

## **6. LIEN**

The Carrier shall have a lien upon the cargo, and upon any and all other cargo of the Merchant which is in the possession of the Carrier from time to time, and shall have the right to sell the same by public auction or private sale or otherwise, at the Carrier's sole discretion, for all unpaid freight, sub-freight, demurrage, detention, charges, expenses, fines and any other lawful claim and for damages, costs and expenses (including expenses of exercising such lien and such sale) and for interest; the lien may be exercised by the Carrier notwithstanding that it may have parted with possession of the cargo. The Carrier may recover any deficiency from the Merchant after the auction or sale aforesaid.

## **7. VOYAGE AND METHODS OF CONVEYANCE**

The Carrier shall have the following liberties, any warranty or rule of law to the contrary notwithstanding: (a) to sail with or without pilots, and/or tugs, to adjust compasses, to be drydocked at any time, at any place, for any purpose with or without cargo on board, to tow or be towed, and to assist vessels in all situations; (b) to be at liberty either before or after proceeding towards the port of delivery of the said cargo, to proceed to or return to and stay at any ports or places whatsoever (although in a contrary direction to or out of or beyond the route of the said port of delivery) or to proceed in any order, backwards or forwards, for loading or discharging cargo or stores, or for any purpose whatsoever, whether in relation to her homeward voyage or to her outward voyage, or to an intermediate voyage, and all such ports, places and sailings, shall be deemed included within the intended voyage for the cargo; (c) to tow the barges with any other tows on a double or multiple tow basis and to substitute or change either tug or barge at any stage of the voyage; (d) to transport the cargo by air or land as well as by water; (e) if the Carrier shall determine in any particular case that it is not possible, practical or convenient to ship or deliver cargo (of which impossibility, impracticability or inconvenience the Carrier shall be the sole and conclusive judge) the Carrier shall be at liberty to postpone the shipment or delivery of the cargo to a later date or until the next shipping season, and to store the same, afloat in the ship



or otherwise with or without watchmen, or ashore, the Merchant shall pay reasonable storage charges on such cargo; (f) if the Carrier is of the opinion (of which it shall be the sole and conclusive judge) that perishable cargo has perished, or is liable to perish, 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 the Carrier considers fair, and the Carrier shall be only accountable to the Merchant for such money as it shall actually receive for the said perishable cargo; (g) to be at liberty during the course of the voyage or at any intermediate port to shift or discharge the cargo for the purpose of better stowing the same or discharging or stowing other cargo; (h) to be at liberty to lighter or otherwise carry the cargo to or from the ship and/or to transship, and may substitute another vessel without notice at any time or place, whether operated by itself or others, or scheduled to arrive or depart earlier or later than the ship indicated to be used; (i) in case of accident or should the ship put into a port of refuge or from any cause not commence to proceed in the ordinary course of her voyage, the Carrier shall be at liberty to discharge into craft and/or land the cargo or any part thereof and/or store afloat or ashore and/or transship and/or forward to destination and/or terminate the contract of carriage; (j) in case of quarantine or if entry into a port or place of discharge or transshipment or staying thereat would render the ship liable to quarantine there or at another port or place, or if the ship is prevented from entering the port or place or is likely to be delayed thereat owing to blockade, interdiction, war, strikes, lockouts, disturbances, ice, storms or any other cause whatsoever beyond the Carrier's control, the Carrier shall be at liberty to proceed to a neighbouring safe and convenient port, and there land the cargo and/or store afloat or ashore, and/or transport and/or forward the same to their destination by air or land or water at the sole risk of the Merchant, who shall pay all extra freight charges and expenses incurred.

The liberties hereby conferred shall not be considered as restricted by any words in the Bill of Lading, whether written or printed, or by any circumstances attending or preceding the shipment of the cargo, or by nature of the cargo, or be construed by reference to whether any departure pursuant to such liberties would or would not frustrate the object of the Bill of Lading, and custom or rule of law notwithstanding and notwithstanding unseaworthiness or unfitness of the ship at the commencement or at any stage of the voyage.

## **8. METHODS OF DELIVERY**

Notwithstanding any custom of the port to the contrary:

(a) Delivery of the cargo shall be taken by the Merchant from the ship's tackle immediately when the ship is ready to discharge, or, at the option of the Carrier, the cargo may be discharged and stored afloat or ashore or delivered to the Merchant at the sole expense and risk of the Merchant, but subject to the Carrier's lien. If stored on the Carrier's premises, the Carrier may charge and recover Demurrage Charges;

(b) Where any ship is surrendered to the Merchant, their servants or agents for towing, yarding, storage of cargo, loading or unloading of cargo or any other purpose, the Merchant is to keep the



ship safely afloat at all times, and the ship and its contents are and are deemed to be in the care, custody and control of the Merchant, and the Merchant accepts all risk and liability for loss or damage, howsoever caused, to the ship or other property of the Carrier and to the property of the Merchant and the property of third parties in connection with the ship, for the period commencing at the earlier of the time the ship is let go from the Carrier's towing or released by the Carrier's master ending at the later of the time the ship is reaccepted by the Carrier's master or made fast to the Carrier's towing vessel, and the Carrier may charge and recover Demurrage Charges for the ship left with the Merchant for such period and for any period that a towing ship is required to stand-by;

(c) The Merchant shall (except in those places where the Carrier maintains such facilities) provide and maintain safe and proper berths and moorings for the Carrier's ship where the Carrier's ship can get and lie, always safely afloat for the delivery up of the cargo;

(d) Upon any surrender of a vessel for handling, loading, stowing and unloading of cargo by the Merchant the Carrier shall be relieved of any obligation to handle, load, stow or unload the cargo;

(e) The Carrier shall be at liberty to discharge day and night, holidays included, as fast as the ship can deliver, regardless of weather conditions, and the Carrier shall be under no liability to notify the Merchant of the arrival of cargo;

(f) Any loss or expense caused by Customs, Consular or other regulations not being complied with, or by Customs permit and/or other necessary papers not being lodged within twenty-four hours after ship's entry at the Customs, or when required, will be charged to the Merchant who shall indemnify the Carrier, and the Carrier shall be at liberty to return the cargo to the port of shipment at the sole cost and expense of the Merchant;

(g) The Carrier shall have the liberty to load, handle, stow, carry, take custody of, discharge and deliver any trailers containing vehicles, receptacles, pallets, skids and similar items for return to the Merchant or the owner thereof.

## **9. GENERAL AVERAGE**

General average shall be payable according to the York-Antwerp Rules 1974, and shall be stated at any port or place selected by the Carrier. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the cargo and the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if such salvaging ship or ships belonged to strangers. Such deposit as the Carrier or their



agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo and the Merchant to the Carrier before delivery. Notwithstanding Rule 10(b) of the said York-Antwerp Rules it is expressly agreed that the cost of handling, discharging, and restowing cargo shall be admitted as general average when reasonably necessary for the safe prosecution of the voyage, as well as under the circumstances set forth in said Rules.

## **10. BOTH TO BLAIM COLLISION CLAUSE**

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant, and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

## **11. GOVERNMENT ORDERS**

The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destinations, delivery or otherwise howsoever given by the Government of Canada, and any Provincial, Territorial, or Municipal Government or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government or any department thereof or by any committee or person having under the terms of the War Risks insurance on the ship the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly.

## **12. STOWAGE**

The Carrier may stow the cargo in the poop, forecastle, deck house, shelter deck, passenger space, bunker space or any other covered in or uncovered space or on deck and may stow them in containers, and the cargo and/or containers shall contribute to general average, whether carried on or under deck.



### **13. PACKING CONTAINERS**

The Merchant shall be liable for any loss, damage or injury caused by faulty packing of cargo including within containers and trailers and on flats when such packing has been performed by the Merchant or on behalf of the Merchant or by any person other than the Carrier. The Carrier does not accept responsibility for the functioning of reefer or insulated containers not owned or supplied by the Carrier. The Carrier reserves the right to open any container received for shipment in order to check the contents for freighting purposes and/or the stowage thereof, but such opening shall not infer any acceptance of responsibility for such stowage.

### **14. RECONDITIONING OF PACKAGES**

The Merchant shall indemnify the Carrier against all expenses whatsoever and wheresoever incurred by the Carrier in relation to cooperage, baling, mending or reconditioning of packages, repacking and restowing contents of packages or loose contents of packages.

### **15. UNPACKING IRON AND STEEL**

When unpacked consignments of iron or steel products are received and carried, the Carrier shall be under no liability for superficial rust, oxidation or any other slight alteration due to moisture which might affect the exterior aspect of the cargo or result from their special nature.

### **16. DELAY AND INHERENT VICE**

The Carrier does not accept responsibility for any direct or indirect loss and/or damage suffered by the Merchant or the cargo caused by delay during transit and/or inherent vice of the cargo unless the Carrier is liable therefor under the laws, statutes, agreements or conventions of a mandatory nature.

### **17. REPOSITIONING OF CONTAINERS**

Where containers owned or leased by the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty containers, with interiors brushed and cleaned, to the port or place of discharge or to the port or place designated by the Carrier, their servants or agents, within the time prescribed by the Carrier. Should a container not be returned within the prescribed time or in the prescribed condition, the Merchant shall be liable for Demurrage Charges and any loss and expense which may arise from such non-return.

### **18. RIGHTS AND IMMUNITIES – SERVANTS AND AGENTS OF CARRIER**

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances be under any liability to the Merchant for any loss, damage or delay or otherwise of whatsoever kind arising or



resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and to extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause, the Carrier is or shall be deemed to be acting as agent or trustee, on behalf of and for the benefit of, all persons who are or might be its servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by the Bill of Lading. The Carrier shall be entitled to be paid by the Merchant, on demand any sum recovered or recoverable by the Merchant from such servant or agent (or independent contractor) of the Carrier for any loss, damage, delay or otherwise.

## 19. INSURANCE

The Merchant shall insure the cargo at full value and shall pay for such insurance with such insurance being for the benefit of both Merchant and Carrier:

- a) in respect of live animals or plants or cargo carried on deck and stated in this Bill of Lading to be so carried, and;
- b) in connection with the custody or care, or handling of cargo prior to the loading on or subsequent to the discharge from the ship on which the cargo is being carried.

## 20. LIMITATIONS OF LIABILITY

For the purpose of calculating the liability (if any) of the Carrier in respect of cargo carried in a container or on a pallet which has not been packed and/or stowed inside a container, it is agreed that such container or pallet, as the case may be, constitutes a package. Except where a lower limit of liability is applicable the liability (if any) of the Carrier shall not exceed the amount calculated pursuant to Schedule 3 of the *Marine Liability Act* per container or pallet in the case of containerized or palletized cargo, lost, damaged or delayed, or per package of customary freight unit of cargo lost, damaged or delayed, where such cargo is not carried in containers or pallets. The foregoing provisions of this clause shall not apply where a higher value is declared by the Shipper on the face hereof, in which case the Carrier's liability (if any) shall not exceed the declared value or the actual value (whichever is lesser) of the cargo lost, damaged or delayed.

Notwithstanding anything herein or in the *Marine Liability Act* or, if applicable, the *Carriage of Goods by Sea Act* of the United States of America, the Carrier shall be under no liability whatsoever for loss or damage to or in connection with the custody or care or handling of the cargo prior to the loading on or subsequent to the discharge from the ship on which the cargo is being carried, whether caused by the act, neglect, default or negligence of the Carrier, its servants or agents or otherwise.



## **21. NOTICE OF LOSS OR DAMAGE – TIME FOR SUIT**

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at time of removal of the cargo to the custody of the Merchant, such removal shall be prima facie evidence of the delivery by the Carrier of the cargo as described in the Bill of Lading, as the case may be, and if the loss or damage is not apparent the notice must be given within 3 days of the delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the cargo or the date the cargo should have been delivered.

## **22. BLOCKING AND STAKING**

Any charges incurred for furnishing labour and material for lashing, staking, blocking or otherwise securing for safe transportation, heavy shipments loaded in or on railway cars, trucks or which otherwise require special provision for stowage, will be charged against the cargo.

## **23. SURRENDER OF BILL OF LADING**

Subject to the law in force at the port or place of delivery, the Carrier may require that this Bill of Lading be surrendered in exchange for delivery of the cargo.

## **24. SHIPMENT OF POLLUTANTS OR DANGEROUS GOODS AND INDEMNITY OF THE CARRIER**

The Merchant warrants to the Carrier that:

(a) it has brought to the attention of the Carrier in writing the nature of all pollutants, hazardous or dangerous substances and/or substances which may cause damage to the environment or danger to health, safety or welfare of persons, or risk of interference with normal enjoyment of property or life, or danger to the health of animal life, or damage to plant life or property, to be carried pursuant to this Bill of Lading, such cargo to include any toxic substance, waste, pollutant, deleterious substance or dangerous good, as these terms are given meaning under the International Maritime Dangerous Goods Code (“IMDGC”) or any laws of Canada or one of its Provinces or Territories applicable hereto and any laws of the United States of America or one of its States applicable hereto (hereinafter in this section called “dangerous goods”);

(b) all applicable requirements of the laws of Canada with respect to the transportation of dangerous goods, including those set out in the *Transportation of Dangerous Goods Act, 1992* and the *Transportation of Dangerous Goods Regulations*, and all applicable requirements of the IMDGC, have been complied with;



(c) the Merchant has properly packaged, labelled and marked the cargo and all cargo which is designated as “marine pollutants” in any laws of Canada or one of its Provinces or Territories or of the United States of America or one of its States or in the IMDGC are clearly and visibly identified by the words “MARINE/POLLUTANT” together with the proper shipping name;

(d) where applicable, the Merchant has an emergency response assistance plan that has been filed with and approved by the Minister of Transport pursuant to Section 7 of the *Transportation of Dangerous Goods Act, 1992*;

(e) the Merchant has packed any dangerous goods into containers or vehicles that comply with the requirements of the IMDGC;

(f) the Merchant has not packed any dangerous goods with incompatible substances;

(g) the Merchant has externally examined its packaged dangerous goods and found them to be sound; and

(h) the Merchant has properly stowed and secured its packaged dangerous goods or had them properly stowed and secured in containers or vehicles.

The Merchant notwithstanding anything contained herein or in the *Marine Liability Act* shall:

(a) indemnify the Carrier and hold it harmless from all loss, damage, delay and also from any costs of taking any measures required by law, regulation or governmental directive and taking any measures consistent with public or environmental safety in connection with the cargo to prevent or eliminate dangerous conditions, and prevent the release, or if released, to remedy any dangerous condition or reduce or mitigate any danger to health, safety or welfare of persons, any risk of interference with normal enjoyment of property or life, any danger to the health of animal life, and any risk of damage to plant life, or property or the environment; and

(b) indemnify the Carrier and hold it harmless against all claims (including actions, claims, demands, causes of action, liens, penalties, forfeitures, assessments and proceedings of every nature and kind made, brought or prosecuted by any person, including by Her Majesty in the Right of Canada or in the Right of any of the Provinces or Territories of Canada or other governments and agencies thereof, including the United States of America or one of its States, or by persons receiving the cargo from the Carrier hereunder) in respect of, directly or indirectly, the cargo or any portion or portions thereof which are pollutants, hazardous or dangerous substances or substances which may cause damage to the environment.

In addition to any remedy available at law, the Carrier may sell, destroy, store ashore or afloat, abandon or otherwise dispose of any cargo in respect of which the Carrier reasonably believes the Merchant to be in breach of this warranty and representation, all at the expense and for the account of the Merchant and without liability to compensate the Merchant.



## **25. LAW AND JURISDICTION**

The contract evidenced by this Bill of Lading shall be interpreted in accordance with the laws of the Northwest Territories, and the laws of Canada applicable therein. The parties submit to the jurisdiction of the Federal Court of Canada and Superior, Provincial and Territorial courts in Canada, whichever is the most appropriate with respect to any claim or matter arising hereunder to the exclusion of all other courts.