
Ownership of Beverage Container Shipment Policy



Definitions

1. In this Policy:

- A. "Agreement"** means the agreement as it exists from time to time between a Collection System Agent or Collection Service Provider and the Alberta Bottle Depot Association, acting on behalf of all bottle depots in Alberta, outlining the terms and conditions for the handling and shipping of beverage containers in Alberta and as approved by the BCMB;
- B. "BCMB"** means the Beverage Container Management Board;
- C. "Collector"** means a Collection System Agent or a Collection Service Provider that is party to an Agreement;
- D. "FOB"** means "Freight on Board" and is a transportation term which in this policy indicates that the price paid to a bottle depot for beverage containers includes delivery at such bottle depot's expense to a specified point and no further. The specified point in this policy for a bottle depot is the loading of the beverage containers being purchased from such bottle depot onto the purchasing Collector's carrier located at such bottle depot. The FOB term is used in this policy with an identified physical location, to determine the responsibility and basis for payment of freight charges, and the point at which the ownership and title for the shipment of beverage containers passes from a bottle depot to a Collector;
- E. "FOB Origin"** means that:
 - i. the Collector assumes full ownership, title and control of the beverage containers being purchased from a bottle depot by such Collector the moment the carrier for such Collector signs the bill of lading for such beverage containers;
 - ii. the Collector assumes all risks and liabilities in connection with the transportation of the beverage containers being purchased from a bottle depot by such Collector, including without limitation the payment of all related freight charges, the moment the carrier for such Collector signs the bill of lading for such beverage containers;

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- iii. the Collector is entitled to direct and control all aspects of the transportation of the beverage containers being purchased from a bottle depot by such Collector from such bottle depot to the premises of such Collector; and
- iv. all claims for loss or damage in connection with the transportation of the beverage containers being purchased from a bottle depot by such Collector after the carrier for such Collector has signed the bill of lading for such beverage containers shall be made by such Collector for the sole and absolute benefit of such Collector.

FOB Origin

- 2. FOB Origin shall apply in all respects to all beverage containers purchased from bottle depots in Alberta by Collectors.
- 3. A copy of every signed bill of lading for beverage containers being purchased from a bottle depot in Alberta by a Collector ("Notice of Shipment") must be provided to such Collector by such bottle depot, by way of delivery, fax or email, no later than the end of the first business day following the date of the signing of such bill of lading.
- 4. With respect to any particular purchase of beverage containers by a Collector from a bottle depot, the date for notice of shipment referred to in the Agreement for that particular purchase shall be the date upon which a Notice of Shipment was provided to that particular Collector by that particular bottle depot.
- 5. Notwithstanding the application of FOB Origin to all beverage containers purchased by Collectors from bottle depots in Alberta, bottle depots shall remain fully responsible and obligated to purchasing Collectors to provide to such Collectors the actual quantities and descriptions of beverage containers which such bottle depots have claimed to have provided to such Collectors.
- 6. The terms of this policy are to be codified within all Agreements.