
Definitions

1. In this Policy:

- A. "BCMB" means the Beverage Container Management Board. The BCMB is a management board within the meaning of the *Environmental Protection and Enhancement Act* (Alberta) whose mandate is to regulate and enhance a leading beverage container system that protects Alberta's environment;
- B. "Collector" means a Collection System Agent or a Collection Service Provider that is party to a Service Agreement;
- C. "Container" means a bottle, can, plastic cup or paperboard carton or a package made of metal, plastic, paper, glass or other material, or a combination of them, that contains or has contained a beverage
- D. "Depot" means a place operated as a business for the collection of empty Containers;
- E. "FOB" means "Freight on Board" and is a transportation term which in this policy indicates that the price paid to a Depot for Containers includes delivery at such Depot's expense to a specified point and no further. The specified point in this policy for a Depot is the loading of the Containers being purchased from such Depot onto the purchasing Collector's carrier located at such 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 Containers passes from a Depot to a Collector;
- F. "FOB Origin" means that:
 - i. the Collector assumes full ownership, title and control of the Containers being purchased from a Depot by such Collector the moment the carrier for such Collector signs the bill of lading for such Containers;
 - ii. the Collector assumes all risks and liabilities in connection with the transportation of the Containers being purchased from a 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 Containers;

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

G. “Service Agreement” means an agreement entered into between the Alberta Bottle Depot Association and a Collection System Agent or Collection Service Provider, prescribing the manner and frequency of Container collections, the manner and frequency of payments and other matters related to the efficient operation of the beverage container system.

FOB Origin

- 2. FOB Origin shall apply in all respects to all Containers purchased from Depots in Alberta by Collectors.
- 3. A copy of every signed bill of lading for Containers being purchased from a Depot in Alberta by a Collector (“Notice of Shipment”) must be provided to such Collector by such 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 Containers by a Collector from a Depot, the date for notice of shipment referred to in the Service Agreement for that particular purchase shall be the date upon which a Notice of Shipment was provided to that particular Collector by that particular Depot.
- 5. Notwithstanding the application of FOB Origin to all Containers purchased by Collectors from Depots in Alberta, Depots shall remain fully responsible and obligated to purchasing Collectors to provide to such Collectors the actual quantities and descriptions of Containers which such Depots have claimed to have provided to such Collectors.
- 6. The terms of this policy are to be codified within all Service Agreements.