Terms & Conditions of Carriage

1. The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss, damage or delay thereto, except as hereinafter provided. Carriers shall be liable for special, incidental and consequential damages for which they have actual or constructive notice.

2. No carrier or party in possession of all or any portion of the property described in this bill of lading shall be liable for any loss of or damage to the property or for any delay caused solely by an act of God, the public enemy, the authority of law, or the act or default of the shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession of all or any portion of property shipment shall not be liable for loss, damage, or delay that results: when the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request; from a faulty or impassable highway, or by lack of capacity of any highway bridge or ferry; or for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. The carrier or the party in possession shall have the burden of proving freedom from negligence and that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The carrier's liability shall not be subject to the rule of contributory or comparative negligence.

3. Unless otherwise agreed in writing, no carrier is bound to transport a shipment by any particular schedule or vehicle or in time for any particular market, or in any manner other than with reasonable dispatch. Every carrier shall have the right, in case of physical necessity, to forward a shipment, by any carrier or route between the point of shipment and the point of destination, without additional cost to shipper or consignee. If carrier brokers or subcontracts a shipment to another carrier, carrier shall be solely liable to pay such other carrier and shall indemnify, defend, and hold the consignee and consignor harmless from and against any claim by such other carrier for payment of freight or other charges.

4. Claims for loss, damage, or delay must be filed with any carrier participating in the shipment within nine months of delivery, or in the case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed. In no case shall said reasonable time be deemed to be less than 30 days from the scheduled or anticipated delivery date. Suits for loss, damage, or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is received by the claimant from the carrier that the carrier has disallowed the claim or any part thereof. An offer of compromise shall not constitute a disallowance of any part of the claim unless the carrier, in writing, informs the claimant that such part of the claim is disallowed and provides reasons for such disallowance; and communications received from a carrier's insurer shall not constitute a disallowance of any part of the claim unless the insurer, in writing, informs the claimant that such part of the claim is disallowed, provides a lawful reason for such disallowance, and informs the claimant that the insurer is acting on behalf of the carrier. Where a lower value than the actual value of the said property has been stated in writing on the bill of lading by the shipper or had been agreed upon in writing as the released value of the property, such lower value, plus freight charges, if paid, shall be the maximum recoverable amount for loss, damage, or delay, whether or not such loss, damage, or delay occurs from negligence, and no other limitation of recovery shall apply, except as specified in Section 14. When such loss, damage, or delay is the result of carrier's willful misconduct, gross negligence, material or fundamental breach, or conversion, said limitation of liability shall not apply, and shipper shall be reimbursed for the actual value of the property, plus freight charges, if paid.

5. The consignor or consignee shall pay the freight and all other lawful charges accruing on the shipment according to the agreement of the parties, except that collect shipments shall move without recourse to the consignor if the consignor stipulates, by signature, in the space provided for that purpose on the face of the bill of lading, that the carrier shall not make delivery without receiving payment of such charges. The carrier may extend credit to the party responsible for payment of the freight charges, and may charge a commercially reasonable interest rate on freight bills which remain unpaid for more than 30 days from the date of presentment. There shall be no other penalty or loss of discount allowed for late payment. Shipper may provisionally withhold unpaid freight charges against unpaid freight claims when said claims are outstanding for more than 90 days. Nothing herein shall limit the right of the carrier to require at the time of shipment the prepayment or guaranty of the charges. If, upon inspection, it is ascertained that the articles shipped are not those described in the bill of lading, the freight charges must be paid upon the articles actually shipped.

6. Claims for loss, damage and delay shall be administered in accordance with 49 C.F.R. § 370, unless otherwise provided herein. In addition, claimant may recover its administrative expenses incurred in connection with said claims.

7. As a prerequisite to bringing an action or proceeding, concerning an overcharge or undercharge, carrier and the shipper shall make all claims for the undercharge or overcharge must be made within 180 days after, for the undercharge, delivery of the original invoice or, for the overcharge, delivery of the underlying invoice. Any action or proceeding by carrier to recover undercharges allegedly due or by the shipper to recover overcharges allegedly due must be commenced not more than 18 months after delivery or tender of delivery of the related shipment. Failure to commence an undercharge or overcharge action or proceeding within the 18-month period will operate as a complete and absolute bar to any future action or proceeding with respect to that undercharge or overcharge, without regard to any mitigating or extenuating circumstances. Nothing in this agreement or the Law shall prohibit carrier from making voluntary refund of an overcharge, or a shipper's voluntary payment of an undercharge, whether or not the original billing was contested within 180 days.

8. If the consignee refuses the shipment tendered for delivery by carrier or carrier is unable to deliver the shipment, because of the consignor's or consignee's fault or mistake, the carrier's liability for loss, damage, or delay to the shipment shall become that of a warehouseman when carrier has placed said property in a warehouse or storage facility under reasonable security. Carrier shall immediately notify shipper of the inability to deliver by telephone or other electronic communication system in accordance with the instructions for notification given on the face of the bill of lading. Said notice shall be confirmed in writing by carrier, stating the time and date that free time shall expire and the storage charges to be applicable upon expiration of free time. Storage charges shall not begin earlier than 48 hours after carrier's notification, exclusive of Saturdays, Sundays and business holidays declared by any of the parties hereto. Shipper shall give disposition instructions to carrier with 48 hours of its receipt of notice of carrier's inability to deliver. If carrier does not receive disposition instructions within said 48 hours, carrier shall send a "SECOND AND FINAL NOTICE OF ON-HAND FREIGHT" via facsimile transmission or EDI (Electronic Data Interchange). If disposition instructions are not received within 48 hours of the "SECOND AND FINAL NOTICE", carrier may dispose of the goods only by auction. Prior to the auction carrier shall advertise in two newspapers of general circulation for two consecutive weeks that the goods on-hand will be offered for sale at a general auction, stating the time and place of said sale. When published, but no later than 10 days prior to the auction sale, carrier shall send a copy of the auction notice to shipper via facsimile transmission or EDI. Carrier shall follow any disposition instructions from shipper prior to any sale.

9. When perishable property transported to the destination stated in this bill of lading is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive the property fails to receive it promptly, the carrier may, at its reasonable discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at private or public sale: PROVIDED, that if there is sufficient time to notify the consignor or owner of the refusal of the property or the failure to receive it and to request for disposition of the property, such notification shall be given, in such a manner as the exercise of due diligence requires, before the property is sold, including telephone or facsimile transmission.

10. The proceeds of any sale made under this Agreement shall be applied by the carrier: to the payment of freight, demurrage, storage, and any other lawful charges; to the expenses of notice, advertisement, and sale and other necessary expense; and to the expense of caring for and maintaining the property, if proper care of the property requires special expense. Should there be a balance remaining after all charges and expenses are paid, such balance shall be paid to the owner of the property sold hereunder.

11. Upon delivery of each shipment, carrier shall obtain a delivery receipt from the consignee showing the kind and quantities of freight delivered, the condition of such commodities and the date and time of delivery. Concealed loss or damage reported to the delivering carrier within 15 working days shall be deemed to have been reported upon delivery.

12. Carrier shall be liable for the number of shipping units or packages noted on the bill of lading, and shall deliver them in the same condition or unitized packages as tendered at origin. If carrier's driver is not able or is not given an opportunity to inspect and count the shipment prior to acceptance by the carrier, the bill of lading must be noted "SL & C" (Shipper Load & Count). When less-than-truckload shipments are loaded and counted by the shipper, such shipments will be inspected and counted by carrier at its first breakbulk point and discrepancies shall be reported immediately to shipper.

13. No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

14. If transportation is arranged through a broker, Carrier designates broker as its agent for the collection of freight charges. When charges are paid to broker, Carrier agrees not to hold shipper or consignee liable for said charges.

15. Carrier and any other party in possession of the shipment shall not have or assert any lien on the shipment and shall release the shipment upon the consignor's or consignee's demand.

16. This contract of carriage is entered into pursuant to 49 U.S.C. § 14101(b), and Carrier agrees and acknowledges that all transportation services provided hereunder are contract carriage.