

UNIFORM STRAIGHT BILL OF LADING NOT NEGOTIABLE – DOMESTIC

This is to certify that the below named articles are properly classified, described, packaged, marked, and labeled, and in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the Carrier and Shipper/Customer, if applicable, otherwise to the rates, classifications, and rules that have been established by the Carrier and are available to the Shipper/Customer, on request, and to the terms and conditions set forth on the reverse side hereof, as well as all applicable state and federal regulations.

AGENT'S #

SHIPPERS #

NOTICE TO SHIPPER/CUSTOMER ("Shipper") – LIMITATION OF CARRIER'S LIABILITY SEE REVERSE SIDE AND 49 U.S.C. §14706. REVERSE SIDE ALSO CONTAINS TERMS & CONDITIONS FOR ALL SERVICES PROVIDED BY CARRIER & CAN BE FOUND ON OUR WEBSITE: [YOUR URL](#)

DATE _____ 20 _____

CUSTOMER _____ DRIVER _____ TRACTOR/TRAILER _____

SHIPPER _____ CONSIGNEE _____

ORIGIN ADDRESS _____ DESTINATION ADDRESS _____

CITY _____ STATE _____ CITY _____ STATE _____

ROUTE _____ LOADED ON _____

DELIVERING CARRIER _____ VEHICLE NO. _____

The property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below which said Carrier (the word Carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or if its own water line, otherwise to deliver to another Carrier on the route to said destination. It is mutually agreed, as to each Carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed, hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the Shipper and accepted for himself and his assigns. The property in a sealed container is accepted subject to opening and inspecting the sealed container at the point of delivery. Any damaged property shall be presumed to have been damaged prior to Carrier's acceptance of property. Property is defined as goods, cargo, or equipment.

NO. PIECES	DESCRIPTION OF ARTICLE, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT* (Sub. To Correction)					
SHIPPERS WEIGHT, LOAD, AND COUNT per 49 U.S.C. §80113			NOTE: – Where the rate is dependent on value, Shippers are required to state specifically in writing the agreed or declared value of the property. The agreed, released or declared value of the property is hereby specifically stated by the Shipper/Customer/Consignee to be not exceeding \$100,000 per shipment. Higher limits are available from Carrier for any shipment or truckload by sending a written request to your Carrier salesperson. Additional costs will be incurred for higher limits. Both Parties must agree in writing to the higher limits for the limits to be in effect. Additionally, see Carrier's filed Tariffs or Terms and Conditions on Carrier's website for information on higher limits. Declaring a value without written approval and cost adjustments does not, by itself, increase Carrier liability above the default limitation listed on the reverse side hereof including section 5. Shipper may obtain higher declared values by paying a higher rate than quoted.				
TRACTOR NO.	TRAILER NO.	LOADED BY:	If the shipment moves between two ports by a Carrier by water, the law requires that the Bill of Lading shall state "Carrier's or Shipper's Weight Load and Count". All property transported over water is covered by the Carriage of Goods by Sea Act which is a United States statute governing the rights and responsibilities between Shippers of cargo and Carriers. It is the U.S. enactment of the International Convention Regarding Bills of Lading, commonly known as "Hague Rules".				
SPECIAL INSTRUCTIONS: POLICE ESCORT YES OR NO		PERMIT YES OR NO					RECEIVED BY:
The Parties represent and warrant that the goods have been tendered with the mutually agreed upon rates which are reasonable and compensatory, that the freight has been tendered to CARRIER at the agreed upon rates. Shipper and Consignee signers below are authorized to sign this Bill of Lading.							
SHIPPER/ LOADED BY /PRINT AND SIGN NAME/DATE _____							
CONSIGNEE/ UNLOADED BY/PRINTAND SIGN NAME/DATE _____							

BILL OF LADING TERMS AND CONDITIONS FOLLOW ON REVERSE SIDE

BILL OF LADING TERMS AND CONDITIONS THAT ARE APPLICABLE TO ALL WORK

THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY CUSTOMER PURCHASE ORDER/WORK ORDER ISSUED AT ANY TIME. Customer (also known as Shipper) shall be conclusively deemed to have accepted these Terms and Conditions (hereinafter "Agreement"), and to have entered into this Agreement with Company, also known as Carrier. This Agreement shall be interpreted in accordance with the laws of the State where the work is being performed and the laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit including the Carmack Amendment codified at 49 U.S.C. § 14706.

THESE TERMS AND CONDITIONS IN THIS BILL OF LADING ("AGREEMENT") APPLY TO THE TRANSPORTATION SERVICES AND OPERATING PERSONNEL SUPPLIED BY CARRIER. THIS AGREEMENT APPLIES TO ALL AFFILIATED ENTITIES OF CUSTOMER. IT IS THE PARTIES' INTENT THAT THESE TERMS AND CONDITIONS SHALL SUPPLEMENT AND/OR CLARIFY THE AGREEMENTS WITH CUSTOMER RELATING TO THE TRANSPORTATION SERVICES PROVIDED BY CARRIER. IF ANY OF THE TERMS & CONDITIONS (T&C'S) ARE INCONSISTENT WITH ANY T&C'S OF ANY OTHER PURCHASE ORDER, BILL OF LADING, AGREEMENT, TRANSPORTATION AGREEMENT, MSA, CONTRACT OR OTHER DOCUMENT WITH CUSTOMER OR SHIPPER, THEN THESE T&C'S SHALL PREVAIL OVER SUCH PRIOR INCONSISTENT T&C'S AND/OR ANY OF THE PROVISIONS OF ANY OTHER PURCHASE ORDER, BILL OF LADING, AGREEMENT, TRANSPORTATION AGREEMENT, MSA, CONTRACT OR OTHER DOCUMENT WITH CUSTOMER OR SHIPPER ISSUED BY CUSTOMER OR SHIPPER AT ANY TIME, INCLUDING OR BASED ON ANY QUOTE, BID, OR PROPOSAL, UNLESS OTHERWISE AGREED TO IN A SUBSEQUENT WRITING, WHICH IS NOT A BILL OF LADING SIGNED BY BOTH PARTIES AFTER THE LOAD HAS LEFT ITS ORIGIN (AMENDMENT). The Parties to this Agreement acknowledge and agree that these T&C's are binding on the Parties, and Customer shall be conclusively deemed to have accepted these T&C's and to have entered into this Agreement with Company, even if not signed by Customer at the time Carrier accepts the Goods/Cargo or takes possession of the Goods/Cargo. These T&C's are deemed accepted by Customer even if no formal quote is issued or signed by Customer. Any and all Transportation work performed by Carrier are covered by these T&C's. If Customer requests an increase in the Scope of Work to be performed or Carrier supplies any additional Scope of Work, Equipment or Operating Personnel after Customer's receipt of these T&C's, these T&C's shall be deemed executed and binding with respect to all Work, Equipment, or Operating Personnel. Each email of Carrier to Company contains these T&C's and can be reviewed at [YOUR URL](#). Work will proceed when directed by Customer.

Sec 1. (a) The Carrier or the party in possession of any of the property described in this Bill of Lading shall be liable only to the extent of the Carmack Amendment allowing a shipper to recover only for actual loss or injury to the property and Carrier is NOT liable for ANY OTHER DAMAGES. (See subsection (c)).

(b) No Carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of Shipper. Except in the case of negligence, the Carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the Shipper, owner, or party entitled to make such request; or from faulty or impassable highway, or by the lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove Carrier negligence is on the Shipper.

(c) Under no circumstances shall Carrier be liable for ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, INDIRECT, SPECIAL, LIQUIDATED, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE EQUIPMENT OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL ALSO APPLY TO ANY LOSS OF ANY KIND ARISING FROM AN EXERCISE OF CIVIL AUTHORITY, RESTRICTIVE GOVERNMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE DEFENSE PRODUCTION ACT, DISASTER DECLARATIONS, REGULATIONS, SLOWDOWNS, STAY IN PLACE/SHELTER AT HOME ORDERS, GOVERNMENTAL OR CIVIL SHUTDOWNS, OR SIMILAR GOVERNMENTAL REQUIREMENTS, PANDEMICS OR OTHER WIDESPREAD ILLNESS, WIND OR OTHER INCLEMENT WEATHER, PROTEST, INSURRECTION, WAR, RIOT, OR CIVIL UNREST. THE PARTIES HEREBY AGREE THAT THIS LIMITATION IS IN COMPLIANCE WITH WHAT IS COMMONLY KNOWN AS THE CARMACK AMENDMENT, codified at 49 U.S.C. § 14706.

Sec 2. Unless arranged or agreed upon in writing prior to shipment, Carrier is not bound to transport a shipment by a particular schedule or in time for a particular market but is responsible to transport the shipment in the regular course of its providing transportation services. In case of physical necessity, Carrier may forward a shipment via another Carrier.

Sec 3. (a) As a condition precedent to recovery, claims must be filed in writing with: the receiving or delivering Carrier or the Carrier who caused the loss or damage.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic within nine months after delivery at the port of export) except that claims for failure to make delivery must be filed within nine months after the Bill of Lading is signed.

(c) Suits for loss, damage, injury, or delay shall be instituted against any Carrier no later than two years and one day from the day when written notice is given by the Carrier to claimant that the Carrier has disallowed the claim, or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon, in accordance with the foregoing provisions, no Carrier shall be liable and such claims will not be paid.

(d) Any Carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the Carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec 4. (a) If the consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the shipment because of fault or mistake of the consignor or consignee, the Carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the Bill of Lading. If so indicated, to the Shipper or the parts, if any, designated to receive notice on this Bill of Lading. Storage charges, based on Carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the Carrier's option, in any location

that provides reasonable protection against loss or damage. The Carrier may place the shipment in public storage at the owner's expense and without liability to the Carrier.

(b) If the Carrier does not receive disposition instructions within 48 hours of the time of Carrier's attempted first notification, Carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if Carrier does not receive disposition instructions within 10 days of that notification, Carrier may offer the shipment for sale at a public auction and the Carrier has the right to offer the shipment for sale. The amount of sale will be applied to the Carrier's invoice for transportation, storage, and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where a Carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent or either is not regularly located, the risk after unloading or delivery shall not be that of the Carrier.

Sec 5. (a) Unless a higher value is declared at time of shipment (both Shipper and Consignee can request excess values in excess of \$100,000) and excess value charges must be paid and agreed upon in writing and made a part of this Agreement, Shipper and Consignee agrees and declares that Carrier's liability for loss or damage to any shipment or any portion thereof is limited to the lesser of i) \$2.50 U.S. per pound, per article lost or damaged not to exceed \$100,000 U.S.; ii) the actual invoiced value of the article or articles lost or damaged; or iii) the limited liability provision of this Bill of Lading (Sec 5 (b)).

(b) Unless a greater value is declared by the Shipper and agreed to in writing by an authorized officer of the Carrier, and stated on this Bill of Lading, the Carrier's liability for loss or damage to any shipment shall not exceed \$100,000 U.S.

(c) Carrier liability for loss or damage to any shipment or portion thereof of used household goods or used, reconditioned or refurbished machinery is further limited to the lesser of i) the actual invoice value of the article or articles lost or damaged or ii) 10¢ U.S. per pound per article lost or damaged, unless in the case of household goods only, the Shipper has declared a value of the Bill of Lading at time of shipment pursuant to the applicable limited liability provisions of STB NMF 100 and excess value charges are paid as provided in Carrier's tariffs.

(d) Notwithstanding the forgoing, Carrier will not be liable for payment of claims for loss or damage to a shipment where the amount of damages is less than \$1000 U.S. per shipment.

(e) No Carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this Bill of Lading.

(f) Under no circumstances shall Carrier **ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, INDIRECT, SPECIAL, LIQUIDATED, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE EQUIPMENT OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL ALSO APPLY TO ANY LOSS OF ANY KIND ARISING FROM AN EXERCISE OF CIVIL AUTHORITY, RESTRICTIVE GOVERNMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE DEFENSE PRODUCTION ACT, DISASTER DECLARATIONS, REGULATIONS, SLOWDOWNS, STAY IN PLACE/SHELTER AT HOME ORDERS, GOVERNMENTAL OR CIVIL SHUTDOWNS, OR SIMILAR GOVERNMENTAL REQUIREMENTS, PANDEMICS OR OTHER WIDESPREAD ILLNESS, WIND OR OTHER INCLEMENT WEATHER, PROTEST, INSURRECTION, WAR, RIOT, OR CIVIL UNREST. THE PARTIES HEREBY AGREE THAT THIS LIMITATION IS IN COMPLIANCE WITH WHAT IS COMMONLY KNOWN AS THE CARMACK AMENDMENT, codified at 49 U.S.C. § 14706.**

Sec 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the Carrier of their nature, shall be liable for and indemnify the Carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space proceeded on the face of the Bill of Lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed based on incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payments of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering Carrier if the consignee is a for-hire Carrier.

(c) Nothing in this Bill of Lading shall limit the right of the Carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based upon the article actually shipped.

(d) Carrier's authorized credit period is 30 calendar days from date of presentation of freight bill and all transportation charges must be paid within that period. In the event that payment is not made within said 30 day period, Carrier shall assess a collection expense charge of 2% per month (or fraction thereof) on the unpaid balance as authorized by law.

Sec 8. If this Bill of Lading is issued on the order of the Shipper, or his agent, in exchange or in substitution for another Bill of Lading, the Shipper's signature on the prior Bill of Lading or in connection with the prior Bill of Lading as to the statement of value or otherwise, or as to the election of common law or Bill of Lading liability shall be considered a part of this Bill of Lading as fully as if the same written on or made in connection with this Bill of Lading.

Sec 9. All surface transportation provided under this Bill of Lading shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods by Sea Act" and any other pertinent laws applicable to water Carriers.