

Terms & Conditions: Non-Negotiable Bill of Lading

1. Applicability. Carrier shall provide the transportation, handling, delivery, and related services (the "**Services**") pursuant to these terms and conditions, together with the quotations, terms, and conditions contained on the document (collectively, "**Bill of Lading**") for the goods described (the "**Goods**") on behalf of the shipper named on thereon ("**Shipper**"). As part of the Services, Carrier shall deliver the Goods only to the consignee named on the Bill of Lading ("**Consignee**"). Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications, and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. Shipper's signature is to certify that the named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT. Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described is received in good order, except as noted on face of the Bill of Lading.
2. Liability of Carrier. Carrier or the party in possession of the Goods shall be liable as at common law for any loss or damage to the Goods, except as provided below. Carrier shall not be liable for any loss of or damage to the Goods or for any delay caused by an Act of God, public enemy, the authority of law, or the act or default of Shipper. Carrier or the party in possession of the Goods shall not be liable for loss, damage, or delay which results: (i) when the Goods are stopped and held in transit on the request of Shipper or other party entitled to make such request; (ii) from faulty or impassable highway, or by lack of capacity of a highway bridge or ferry; (iii) from a defect or vice in the Goods, or (iv) from riots or strikes. Carrier or the party in possession of the Goods shall have the burden to prove that it has not acted negligently.
3. Transportation Schedule. Unless arranged or agreed upon, in writing, prior to shipment, Carrier is not required to transport a shipment by a particular schedule or by a particular date or time, but is responsible to transport the Goods with reasonable dispatch. In case of physical necessity, Carrier may forward a shipment via another carrier.
4. Claims. Carrier shall not be liable if a claim is not filed or a suit is not instituted thereon in accordance with the following provisions: (a) claims for loss, damage, or delay must be filed in writing with any participating carrier having sufficient information to identify the shipment; (b) claims for loss or damage must be filed within nine months after the delivery of the Goods (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 a reasonable time for delivery has elapsed; (c) suits for loss, damage, injury, or delay shall be instituted against Carrier no later than two years and one day from the day when written notice is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts of the claim specified in the notice; and (d) Carrier will have the full benefit of any insurance policies or contracts claimant has in effect on the Goods; provided that Carrier receiving the benefit of such insurance must reimburse the claimant for the premium paid on the insurance policy or contract.
5. Goods not Delivered. If Consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the Goods, because of fault or mistake of Shipper or Consignee, 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 this Bill of Lading, if so indicated, to Shipper or the party, 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 Carrier's option, in any location that provides reasonable protection against loss or damage. Carrier may place the shipment in public storage at Shipper's expense and without liability to the Carrier. If Carrier does not receive disposition instructions within 48 hours of the time of Carrier's attempted first notification, Carrier will make a good faith effort 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 Goods for sale at a public auction and Carrier has the right to offer the Goods for sale. The amount of sale will be applied to Carrier's invoice for transportation, storage, and other lawful charges. Shipper shall 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 Goods sold hereunder, upon claim and proof of ownership. Where Carrier has attempted in good faith to follow the procedure set forth in subsections 4(a), (b) and (c) above to dispose of the Goods and has been unable to do so, Carrier may, at its option, sell the Goods under such circumstances and in such manner as may be authorized by law. Where Carrier is directed by Shipper or Consignee to unload or deliver Goods at a particular location where Shipper, Consignee, or the agent of either, is not regularly located, Carrier shall have no liability for the Goods after unloading or delivery at such location.
6. Limitations on Carrier's Liability. In all cases not prohibited by law, where a lower value than the actual value of the Goods has been stated in writing by Shipper or has been agreed upon by Shipper in writing as the released value of the Goods as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount of Carrier's liability for loss or damage, whether or not such loss or damage occurs from Carrier's negligence. Please note that additional liability limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. - 14706(c)(1)(A) and (B).
7. Freight Charges. Shipper 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 Shipper when Shipper so stipulates by signature or endorsement in the space provided on the face of this Bill of Lading. Nevertheless, Shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by Shipper. Notwithstanding the provisions of subsection (a) above, Consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. § 13706(a), except that Consignee need not provide the specified written notice to the delivering carrier if Consignee is a for-hire carrier. Nothing in this Bill of Lading shall limit the right of Carrier to require the prepayment or guarantee of Carrier's charges at the time of shipment or prior to delivery. If the description of the Goods or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges that are due will be based upon the Goods actually shipped.
8. Export Control. The Goods are subject to U.S. Export Control rules and regulations and are authorized for export only to the country of ultimate destination for use by the ultimate Consignee. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate Consignee.
9. Explosives, Dangerous, or Hazardous Goods. If Shipper ships explosives, dangerous, or hazardous goods without previous full written disclosure to Carrier, Shipper shall be liable for and indemnify Carrier against all loss or damage caused by those goods. Carrier may, but shall have no obligation to, warehouse such Goods at Shipper's risk and expense or destroy such Goods without liability to Carrier.
10. Substitute or Replacement Bill of Lading. If this Bill of Lading is issued on the order of Shipper or its agent, in exchange or in substitution for another bill of lading, Shipper's signature on the prior bill of lading as to the statement of value or otherwise, or election of common law or liability will be considered a part of this Bill of Lading as fully as if the signature was made on this Bill of Lading.
11. Transportation by Water. If all or any part of the Goods is carried by water over any part of the 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.
12. Alterations and Additions. Any alteration, addition, or erasure in this Bill of Lading made without the special notation of Carrier will be without effect, and this Bill of Lading will be enforceable according to its original tenor.