

## BILL OF LADING TERMS AND CONDITIONS

Shipments tendered on bill of lading will be subject to the following terms and conditions unless otherwise agreed to in writing between shipper and carrier in advance of the tender of the shipment or shipments.

1. Shipper shall submit to carrier written notice of any cargo claim, including loss or expenses resulting from carrier's delay in providing service, within nine (9) months of the delivery date of the shipment or, if no delivery, the date of the occurrence resulting in the claim. Any civil action filed by shipper must be filed no later than two (2) years from the date of delivery specified on the bill of lading. Where a claim has not been filed within the nine month period or the suit has not been filed within the two year period, carrier shall not be liable and such claim will not be paid. The filing, processing and disposition of all cargo claims shall be governed by 49 C.F.R. § 1005 et. seq. Carrier shall be liable to shipper for cargo claims occurring while in the possession of or under the control of carrier relating to or arising out of carrier's negligent performance of or failure to properly perform the transportation services. Neither shipper nor carrier shall be liable to the other for any loss, damage, delay, or failure to perform caused by acts of God, public enemy, inherent nature of the cargo, wars, strikes, fires, floods, or any other causes not within the control of the party in default. In addition, carrier shall not be liable to shipper for any economic loss or consequential damages to shipper beyond actual loss. Shipper shall not deduct or offset any cargo claims from the freight charges owed to carrier.

When carrier is responsible for loss or damage, it shall have the benefit of any insurance payable, so far as this does not avoid the insurance policy, provided that the carrier benefiting will reimburse the claimant for the insurance premium paid.

Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, carrier shall not bear the risk of loss or damage to such cargo after unloading or delivery.

2. Unless arranged or agreed upon 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 with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

3. If carrier tenders a shipment for delivery and it is refused by consignee or if carrier is unable to deliver it, carrier shall promptly notify shipper or person designated for notice on this bill by telephone or electronic communication. That notice shall be confirmed in writing by carrier, giving the free time and the date it expires, as well as the storage charges applicable thereafter. Storage charges start 48 hours after notification, Saturdays, Sundays and Holidays excluded. Shipper or its designated person shall give instructions within 48 hour-period to the carrier as to disposition of the shipment. If such instructions are not received within that period, carrier shall send a Second and Final Notice of On Hand Freight via facsimile or EDI transmission. If disposition instructions are not received within 48 hours of the Second Notice, carrier may advertise for two consecutive weeks in a newspaper of general circulation that the shipment will be offered for sale at a general auction, stating the time and place, and the carrier shall send a copy of such notice to shipper or its designee via facsimile or EDI not less than 10 days prior to the auction.

4. The consignor or consignee shall pay the freight charges accruing on the shipment, as billed or as corrected, except where the consignor has endorsed on the bill of lading for a freight collect shipment that the shipment is made without recourse to the consignor and that the carrier may decline to make delivery without payment of the freight charges by the consignee.

5. Shipper and Carrier expressly waive any and all rights and remedies allowed under 49 U.S.C § 14706 to the extent that such rights and remedies conflict with these terms and conditions.