

DOCUMENTS AND GOVERNING RULES FOR TENDERING SHIPMENTS

ITEM 250150-Continued

UNIFORM STRAIGHT BILL OF LADING TERMS AND CONDITIONS

Sec. 1. (a) The carrier shown as transporting the property described in this bill of lading shall be liable as at common law for any loss or damage to the shipment, except as provided herein.

(b) No carrier shall be liable for any loss or damage caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, the defect or vice in the property, strikes and labor disputes, or any related causes. The burden to prove negligence is on the shipper.

(c) The shipper is responsible that the packaging of the shipment tendered to the carrier complies with the requirements of the current National Motor Freight Classification (NMFC) for the transportation of that commodity. Failure of the shipper to do so can result in the denial of a claim, in whole or in part, for loss or damage attributable to the failure to tender to the carrier properly packaged freight.

Sec. 2. (a) Unless arranged or agreed to in writing or electronically prior to shipment, the carrier is not required to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment in the regular course of its providing transportation services. If such arrangement or agreement exists the carrier shall not be liable for any delay or default in delivery if caused by any of the conditions identified in Sec. 1 (b) above, or from a faulty or impassable highway, construction, congestion or an accident, or by the lack of capacity of a highway, bridge or ferry.

(b) When physical circumstances involving equipment or drivers arise during transit which prevent the carrier from delivering a shipment, the carrier may forward the shipment by another carrier.

Sec. 3. (a) The terms and conditions governing the filing, substantiation and processing of a claim for loss or damage are found in Items 300100 through 300107 of the NMFC. A claim must be filed with the carrier within nine months of the date of the bill of lading, and a civil action must be commenced within two years of the final disposition of the claim by the carrier. Failure to comply with either of the foregoing time limits will result in the carrier not being liable for the claim. If different or additional terms and conditions for handling a loss or damage claim are established in a written agreement between the carrier and the shipper, or in the carrier's tariff, those provisions shall govern the filing, substantiating and processing of a loss or damage claim.

(b) Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.

Sec. 4. (a) If the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request, or 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 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 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 24 hours from the time of the carrier's attempted telephonic or electronic notification, carrier shall advise that if it does not receive disposition instructions within five (5) days of that notification, carrier has the right to offer the shipment for sale, and carrier may sell the property under such circumstances as may be authorized by law.

(c) When perishable goods cannot be delivered and disposition instructions are not given within a time that is reasonable depending upon the nature, purpose, and circumstances of the shipment, the carrier may dispose of the property in a manner that the carrier deems best serves its disposition.

(d) Absent carrier negligence, a carrier does not bear the risk of loss or damage after unloading the shipment or tendering a trailer for consignee unload if the freight is delivered in the quantity and condition tendered to the carrier, and is in compliance with the carrier-accepted terms and conditions on the bill of lading, or in a written contract between the parties to the transportation arrangement.

Sec. 5. (a) In the event of loss or damage, when one or more articles, packages or pieces of property are tendered individually or secured or unitized for shipment under one bill of lading, and where a released value has been stated in writing by the shipper on the bill of lading or is established in the applicable carrier's tariff, the carrier's maximum liability will be determined by multiplying the released value times the weight of each individual article, package or piece lost or damaged, not on the total weight of the handling unit or the shipment.

(b) No carrier hereunder will carry or be liable in any way for any financial and commercial documents, currency, or for any articles of extraordinary value not specifically classified in the NMFC or tariffs unless an agreement in writing between the carrier and the shipper which specifically identifies and authorizes the transportation of such articles to do so and a stipulated value of the articles are endorsed on this bill of lading.

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, consignee, or shipper shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected as specified in 49 U.S.C. §13710, and carrier may require prepayment of the charges prior to delivery and refuse to give up possession at the destination until payment is made, as specified in 49 U.S.C. § 13707(a).

(b) Notwithstanding the provisions of subsection (a) above, the 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, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) In compliance with the carrier's legal duties under 49 U.S.C. Section 80113, the Federal Bill of Lading Act, 49 U.S.C. Section 13708, Billing and Collecting Practices, and 49 U.S.C. Section 14706, Liability of Carriers under Receipts and Bills of Lading, the carrier has the right to inspect any shipment tendered to it for transportation.

(d) If the description of the articles, including weight or density of shipments, or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. (a) No agent of the shipper or other third party shall have the power to waive or vary any of the terms of this or any bill of lading, unless such waiver or variation is in writing and is specifically authorized or ratified by the shipper and the carrier.

(b) If this bill of lading is issued on the order of the shipper or its agent, with shipper and carrier authorization, in exchange or in substitution for a prior bill of lading, the signature of the shipper or its agent on the prior bill of lading, or in connection with the prior bill of lading, as to a statement of value or the election of the applicable liability shall be considered as part of and the same as if they were written on or made in connection with this bill of lading.

Sec. 9. When a written contract has been negotiated and executed by the shipper, or its agent, and the carrier for the services provided, the terms and conditions set forth in the bill of lading which are not covered in the contract, and are not in conflict with its provisions, also govern the transportation services provided for the shipment.