TERMS & CONDITIONS OF CARRIAGE

Except as otherwise agreed by Carrier and Shipper in a separate written agreement, the following terms and conditions of carriage apply:

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 any of the property described in this Bill of Lading shall be liable for any loss of or damage to the said 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 or owner. Further, no Carrier or party in possession of all or any portion of the said property shall be liable 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 or the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The Carrier's liability shall not be the rule of contributory or comparative negligence.

3. The Carrier shall be liable solely as a warehouseman for loss, damage or delay occurring after actual or attempted tender of the property for delivery at destination. When tender of delivery of the property to the party entitled to receive it has been made, but delivery has been refused, or if Carrier is unable to make delivery, Carriers as a warehouseman will begin when Carrier has placed the property in a warehouse or storage facility under reasonable security. Except in the case of negligence of the Carrier or the party in possession, 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.

4. Except in the case of negligence of the Carrier, no Carrier or party in possession of all or any of the property described in the Bill of Lading shall be liable for delay caused by highway obstruction, by fault or impassable highway, or by lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on the Carrier or party in possession.

5. Unless otherwise agreed, no Carrier is bound to transport said property 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 the event of any delay in the progress of the property or the point of destination of the property by any Carrier of the property, to change the course of shipment and the point of destination of the property to Shipper or Consignee.

6. Claims for loss, damage or delay must be made within nine months of the date 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 reasonable causes for such disallowance, and communications shall be received from a Carriers 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 cause for such disallowance and informs the claimant that the insurer is acting on behalf of the Carrier. Except as otherwise provided herein, where a lower value than the actual amount of the said property has been stated in writing on the Bill of Lading by the Shipper or has been agreed upon in writing as the released value of the property in 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. When such loss, damage or delay is the result of Carriers 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.

7. The Shipper or Consignee shall pay the freight and all other lawful charges accruing on said property according to the agreement of the parties. The Shipper shall be liable for the freight and all other applicable charges, except that if the Shipper 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 requiring payment of such charges, and the Carrier, contrary to such stipulation, makes delivery without requiring such payment, the Carrier shall not be liable for such charges. The Shipper may extend credit to the party responsible for payment of the freight charges, and such extensions may be based on the judgment of the party responsible for payment of the freight charges as to the point of shipment and the condition of the property at time of shipment as finally determined by the party responsible for payment of the freight charges. The Carrier agrees that there shall not be a separate charge for the weight of any pallet, skid or other packaging materials, as skid or packaging materials which is not an integral part of the product as usually shipped by Shipper. Carrier agrees that there shall not be a separate charge for the weight of any pallet, skid or other packaging materials, as skid or packaging materials which is not an integral part of the product as usually shipped by Shipper.

8. It is agreed and understood that the “Shipper’s Weight” set forth on this Bill of Lading is the weight upon which freight charges shall be calculated, if applicable, and this weight does not include the weight of any pallet, skid or packaging materials which is not an integral part of the product as usually shipped by Shipper. Carrier agrees that there shall not be a separate charge for the weight of any pallet, skid or other packaging materials, as skid or packaging materials which is not an integral part of the product as usually shipped by Shipper. Carrier agrees to be responsible for determining the actual weight of a shipment for all purposes, including for purposes of fulfilling Carriers responsibility with regard to complying with any applicable federal, state or local overweight laws, rules, regulations and/or restrictions.

9. Carrier agrees not to rely upon the Shipper's Weight set forth on this Bill of Lading as being the actual gross weight of the shipment because the listed weight may not include the weight of any pallets, skids or other packaging or bracing materials. Carrier agrees to be responsible for determining the actual weight of a shipment for all purposes, including for purposes of fulfilling Carriers responsibility with regard to complying with any applicable federal, state or local overweight laws, rules, regulations and/or restrictions.

10. Carrier agrees that all prepaid shipments shall be billed at a rate no higher than the rate that applies to Freight All Kinds (FAK) Class 60 of the National Motor Freight Classification (NMFC). It is understood and agreed that this Bill of Lading incorporates by reference any terms or conditions set forth in the shipping orders issued by Carrier in connection with this shipment.

11. If this Bill of Lading is prepared by Shipper, the National Motor Freight Classification (NMFC) designation set forth on this Bill of Lading, if applicable, is based upon Shippers custom and practice. Shipper makes no representation that the NMFC designation is consistent with or all codes contained in the current edition of the NMFC or supplements thereto. If there is any discrepancy in this Bill of Lading between the freight description and the NMFC designation, the freight description will control.