

STANDARD TERMS AND CONDITIONS OF CARRIAGE

- 1) Unless otherwise agreed to by the parties in writing, the terms and conditions of this Bill of Lading (hereinafter referred to as the "Bill of Lading") and The Expediting Co.'s tariffs, pricing schedules, terms, conditions and rules, which are not subject to modification unless agreed to by the parties in writing, in effect on the date of the shipment shall apply.
- 2) Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage, injury or delay to any of the goods described in the Bill of Lading resulting from Acts of God, public enemy, authority of public authorities, law, riots, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts or omission of customs officials, authority of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of Shipper, Consignee, or owner of the goods, or any cause beyond Carrier's control.
- 3) Payment terms are net due on receipt. The Shipper agrees by signing the Bill of Lading to be liable for all unpaid charges payable on account of shipment if unable to collect from Third Party or Consignee within 30 days.
- 4) Instructions for completing the "Bill To" section: To request that the invoice be sent to an address other than that provided for either the Shipper or Consignee, the "Bill To" section must be completed. Completing the "Bill To" section does not relieve the Shipper, Consignee or any other party of joint and severe liability for the payment of charges.
- 5) The Shipper or Consignee shall be liable, jointly and severally, to pay and indemnify and hold Carrier harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.
- 6) Shipments are subject to re-weigh.
- 7) Carrier is not bound to transport said property by any particular schedule, vehicle, or in time for any particular market or otherwise than with reasonable dispatch. Additionally, shipments may be delivered to other carrier as per tariff rule unless Shipper gives other instruction in writing hereon.
- 8) Shipments will be rated at the greater of dimensional or actual weight. If dimensional weight applies under tariff rule, show dimensions in inches on the Bill of Lading as Length X Width X Height = Cubic Inches.
- 9) Carrier's Standard Limit of Liability: Carrier's liability is limited to the lesser of 50 cents per ___/pound or the actual value of each piece which may have been lost or damaged, up to \$ __50.00 ___ maximum per total shipment, and provided further that shipments must be packaged to withstand the normal hazards of transportation for any claim to be valid.
- 10) Excess Liability Coverage: For the purpose of requesting Excess Liability Coverage above the Carrier's Standard Limit of Liability, additional charges will be assessed at \$ __.096 ___ per \$ _100.00 ___ of the amount indicated in the Excess Liability Coverage Value box on the front of this Bill of Lading. Total amount of coverage may not exceed the lesser of the actual value of the goods or \$ _250,000 _ per shipment unless otherwise agreed in writing. Any partial loss or damage for which the Carrier may be

liable shall be adjusted pro rata on the basis of such valuation. There is a \$ 100.00 _____ minimum charge for Excess Liability Coverage.

11) In no event shall Carrier be responsible for incidental or consequential damages resulting from the loss, damage or delay of a shipment, including, without limitation, damages arising from loss of profit.

12) Notice of Claims: Notice of potential loss or damage shall be given to Carrier on the delivery receipt by the Consignee and confirmed by the Carrier's driver. Concealed loss or damage shall be reported to the Carrier within 72 hours of receipt of delivery of the goods. Original shipping packaging and contents must be retained by Consignee for inspection.

13) Filing of Claims: a.) Carrier is not liable for loss or damage to any goods carried under this Bill of Lading unless a written demand is filed with and received by a proper Carrier within nine (9) months after the date of delivery of such goods, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time for delivery has elapsed. b.) The written demand must contain an assertion of Carrier liability for the alleged loss or damage; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. c.) Carrier shall not be liable in any lawsuit based on a cargo claim for loss or damage, unless the lawsuit is filed in a court of law against Carrier no later than two (2) years and one (1) day from the date when written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof 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. Carrier, at its discretion, may take ownership of items for which claimant has received compensation from the claim.

14) Carrier shall have a lien on the shipment for all sums due and payable to Carrier. In the event of nonpayment of any sums payable to Carrier, the shipment may be held by Carrier and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no liability to Carrier. Carrier shall be paid all sums due and payable to Carrier out of the proceeds of such sale, including storage charges. The Shipper and/or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.

15) 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 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 48 hours of the time of Carrier's attempted first notification, Carrier will attempt to issue a second and final 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 goods. If there is a balance remaining after all the 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 the Carrier has attempted to follow the procedure set forth in subsections 15(a) and 15(b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the Carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage as deemed by the Carrier. (d) Where a Carrier is directed by consignee or consignor to unload or delivery property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the Carrier.