

BILL OF LADING

CONTRACT TERMS AND CONDITIONS

1. Liability. Carrier of the property herein described (the "Goods") shall be liable for any loss of, damage to or delay of delivery of the Goods, except loss, damage or delay caused by the act of God, the public enemy, the authority of law, or the act of default of the shipper.

2. Reasonable Dispatch. Carrier is bound to transport the Goods with reasonable dispatch and in accordance with the instructions of the shipper or other party liable to pay the freight charges.

3. Claims and Suits.

3.1 Claims. As a condition precedent to recovery for loss or delay of, or damage to the Goods, claims must be filed in writing with the Carrier within nine months after delivery of the property, or in the case of failure to make delivery, within 9 months after a reasonable time of delivery has elapsed. Claims shall be processed by Carrier in accordance with 49 CFR Part 370

3.2 Suits. Suits shall be instituted against Carrier within two years and one day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof.

4. Refused Shipments. Carrier shall notify the party liable to pay the freight charges of the consignee's refusal to accept the Goods and seek instructions for disposition of the property, e.g. redeliver, return to origin or store. If no instructions are forthcoming in a reasonable time, the Goods shall be kept by Carrier subject to reasonable storage charges

5. Articles of Extraordinary Value. Carrier shall not be liable for any articles of extraordinary value unless a special agreement to transport same and a stipulated value of the articles are endorsed hereon.

6. Liability for Freight Charges

6.1 Prepaid Shipments. The party liable for the freight charges and other lawful charges as indicated on the face of this Bill of Lading shall pay the on

transportation and delivery of the Goods. Carrier shall look solely to the party identified on the face hereof as liable for the freight charges and shall have no recourse to the Shipper, Consignor or Consignee if they are not so identified.

6.2 Collect Shipments. The Shipper shall be liable for the freight and all other lawful charges unless the Shipper stipulates, by signature in the place provided for that purpose on the face of this bill of lading, that Carrier shall not make delivery without requiring payment of such charges from Consignee and the carrier, contrary to such stipulation, shall make delivery without requiring such payment.

7. Applicable Law. All transportation provided under this bill of lading shall be subject to federal statute and common law otherwise applicable to regulate interstate shipments, including, but not limited to the "Carmack Amendment" 49 U.S.C. 14706. U.S. statutes and regulations shall apply unless otherwise waived by signed written agreement.