# STRAIGHT BILL OF LADING - SHIPPING ORDER NOT NEGOTIABLE - DOMESTIC

#### PLEASE PRINT OR TYPE

								DATE		
1. CONSIC	GNEE (TO)				2. SHIPPER (FROM)					
			ery shipments, the letters "COD" point of the second second second second second second second second second se							
STREET ADD	RESS	UPS	Freight CANNOT DELIVER TO A P.(	<b>D. BOX</b>	STREET ADDRESS					
CITY STATE ZIF				ZIP (REQUIRED )	CITY		STATE	ZIP (REQUIR	ED)	
				DEDADTMENT #	BILL OF LADING NUMBER	STORE #		DEPARTMENT #		
P.O. NUMBER STORE # DEPARTMENT #					BILL OF LADING NUMBER					
CONSIGNEE	PHONE #	ŧ	CONTACT NAME (A	TTN)	EREIGHT CHARG	es are prepaid unless oth	IERWISE MAR	PKED		
(	)							d Party Prep	aid	
3. BILL TO						be delivered in the prep	ayment of t	he charges on the	e property	
ADDRESS					described hereon. (Agent or		ecked)		GRTD	
CITY			CTATE		By checking this box, the Payor requests UPS Freight to guarantee delivery of this shipment according to UPS Freight's transit schedule and agrees to pay 25% (\$30 minimum) above the cost normally incurred for this service. Payor					
CITY			STATE	ZIP (REQUIRED )	will not be liable for payment if sh on Guaranteed Service. Guaranteed	ipment fails to deliver on the so	heduled day. S	Section 7 signature is a		
			DESCRIPTION OF	ARTICLES, WEIGHT, NMFC & G						
4. NO. PCS.	PKG TYPE	нм*	DESCRIP	TION OF ARTICLES & SPECIAL MARKS	5	WEIGH	T (Ibs.)	NMFC NO.	CLASS	
		1	OTAL CUBE:							
*Mark with	n an "X"		nate hazardous materials as defined i	n title 49 of the Code of Fed. Reg	. Hazardous material e	mergency contact #				
5. ADDITI	ONAL SEI GES MAY	RVICES:	INSIDE DELIVERY REQUIRED	RESIDENTIAL DELIVERY	REMIT C.O.D. CASH / CHECK	то				
(CHARC	JES IVIAT	APPLT)	LIFT GATE PICKUP/DELIVERY	□ SORT AND SEGREGATE						
			□ NOTIFICATION BEFORE DELIVERY	OTHER:						
METHOD OF	PAYMEN	IT (REQUI	RED)	COD SHIPMENTS GOVERNED BY UF	PGF 102 RULES ITEM 430	IF NOT CHEC		RE ACCEPTABLE		
FEE COLLEC			PREPAID	COD AMT \$			: [	□ CERTIFIED CHEC OR CASH	К	
LIABILITY: C	arrier lia	bility for	loss or damage will be the lesser of (1)	the actual invoice value of the comm	nodities or article(s) lost, damaged or	r destroyed; or * (2) the amo	unt determin	ed from applicable		
needed in v	vriting or	the hill d	the NMFC; or (3) the limited liability as of lading at the time of shipment and app	licable charges are paid. Maximum c	arrier liability is limited to \$25.00 pe	r nound per package and \$1	10 000 per st	ninment Liability for	commodifies	
or articles of articles des	other tha cribed in	the UPG	Initial to \$.10 per pound per package F 102 rules tariff item 166 section 5 is ubject to a limited declared value, with	(and up to a maximum \$2.50 per po limited to \$2.00 per pound per pacl	und per package when Excess Decla kage. Liability for commodities or ar	ared Value Coverage is reque ticles subject to an exception pable tariff provisions before	ested). Liabili n rating (FAk stating a valu	ty for specific comn () is limited as desc	ribed in the	
UPGF 102 s	series for	complete	e details. "Where a "rate" is dependent o	on a released, declared or actual val	ue in the NMFC, the released, declar	red or actual value of the pr	operty is here	eby specifically stat	ed by the	
shipper to b				. **Shipper reque					ala Barris I	
and shippe	er, if app	plicable.	dually determined rates or contracts otherwise to the rates, classification	s and rules that have been estab	lished by the carrier and are	ubject to Section 7 Terms and the consignee without recou		1		
available t	o the sh of conte	hipper, of nts of pa	n request; *** the property described ockages unknown) marked, consigned	above in apparent good order, e d, and destined as shown below,	which said carrier agrees to	e following statement. UPS	Freight may	decline to make	delivery of th	
carry to de	estinatio	n.ifon	its route, or otherwise to deliver to	another carrier on the route to d	estination. Every service to be st	nipment without payment of f	reight and all	other lawful charge	5.	
including assigns. W	the conc here a t	litions o hird part	be subject to all the conditions not n the back hereof, which are hereb y bill to or broker exists, carrier hol	y agreed to by the shipper and ds both the shipper and consigne	accepted for himself and his es liable for freight charges	Signature)				
<u> </u>				TRAILER		- /	LINEAR FEET			
				NUMBER			OF SHIPMEN			
				SEAL # A	APPLIED:					
	ΡΙ	Δ	E CARRIER	BEYOND SCAC:	CROSS REF PRO#:					
					IPPER LOAD / CONSIGNEE UNLOAD					
	PR(	) L	ABEL HERE		III I LIN LUMU / CUINSIUINEE UNLU					
	<b>6. 11</b>									
his is to certi ackaged, ma	ity that th arked, an	ie above i id labeleo	named materials are properly classified, d I and are in proper condition for trans lations of the Department of Transportatio	escribed, portation						
						_				
irm name										
igned By:				Date received	:	Freight res	p. piece c	ount:		
)TC-199 (Rev	04/06)									

### STRAIGHT BILL OF LADING - SHIPPING ORDER NOT NEGOTIABLE - DOMESTIC

### PLEASE PRINT OR TYPE

								DATE		
1. CONSIGNEE (TO)				2	SHIPPER (FROM)					
		hipments, the letters "COD" m otherwise provided in item 43								
STREET ADDRESS	UPS Freig	ht CANNOT DELIVER TO A P.O.	BOX		TREET ADDRESS					
CITY		STATE	ZIP (REQUIRED )				STATE	ZIP (REQUIR	ED)	
P.O. NUMBER STORE # DEPARTMENT #			DEPARTMENT #		BILL OF LADING NUMBER	STORE #		DEPARTMENT #		
CONSIGNEE PHONE #	_	CONTACT NAME (ATT	<sup>-</sup> N)		FREIGHT CHARGES ARE PREPAID UNLESS OTHERWISE MARKED — CHECK ONE: Prepaid Collect Third Party Prepaid					
3. BILL TO				F	eceived \$ to	be delivered in		the charges on the		
ADDRESS		STATE	ZIP (REQUIRED )	[	described hereon. (Agent or Cashier)       GRTD         By checking this box, the Payor requests UPS Freight to guarantee delivery of this shipment according to UPS Freight's transit schedule and agrees to pay 25% (\$30 minimum) above the cost normally incurred for this service. Payor will not be liable for payment if shipment fails to deliver on the scheduled day. Section 7 signature is not valid on Guaranteed Service. Guaranteed service is subject to the conditions of UPGF 20341 Series tariff.					
4. NO. PKG HN PCS. TYPE HN	.*		RTICLES, WEIGHT, NMF		S ARE SUBJECT TO CORRI	ECTION	WEIGHT (Ibs.)	NMFC NO.	CLASS	
METHOD OF PAYMENT (RI FEE COLLECT UNLESS OTH COD FEE LIABILITY: Carrier liability limited liability provision needed in writing on the	EQUIRED) EQUIRED) EQUIRED) ERWISE MA PREP r for loss or s of the NM bill of ladir	AID COLLECT damage will be the lesser of (1) th AFC; or (3) the limited liability as st we at the time of shipment angli	RESIDENTIAL DELIVERY  SORT AND SEGREGATE  OTHER:  COD SHIPMENTS GOVERNED  COD AMT \$  e actual invoice value of the lated in the applicable gover	D BY UPGF 10	s or article(s) lost, damaged or unless ** Excess Declared Valu	IF I CONSIGN ACCEPTAL destroyed; or * (2 e Coverage is spec	NOT CHECKED, BOTH / EE CHECK BLE ) the amount determ ifically requested alc e and \$100 000 ner	CERTIFIED CHEC OR CASH ined from applicable ong with the amount shoment Liability for	of coverage	
UPGF 102 series for com shipper to be not exceedi RECEIVED, subject to in and shipper, if applica available to the shippe condition of contents of carry to destination, if performed hereunder s including the condition assigns. Where a third	ng ndividually ble, other er, on requ of package on its rou shall be su ns on the party bill	to S. 10 per pound per package (a rules tariff item 166 section 5 is lin to a limited declared value, with a ls. "Where a "rate" is dependent on per	a released, declared or actr **Shipper that have been agreed up and rules that have been bove in apparent good and destined as shown b nother carrier on the rout ohibited by law, whether agreed to by the shipper is both the shipper and con TH N	ual value in f r requests Exc pon in writi i establishec rder, except below, whic ie to destina printed or er and acce nsignees lia RAILER IUMBER:	he NMFC, the released, declar ess Declared Value Coverage in by the carrier and are as noted (contents and h said carrier agrees to tion. Every service to be written, herein contained, ted for himself and his ble for freight charges . (S	ed or actual value the amount of \$ ubject to Section 7 T the consignee with e following statem ipment without pay	of the property is he erms and Conditions, i rout recourse on the co nent. UPS Freight ma	reby specifically state if this shipment is to be onsignor, the consignor ay decline to make all other lawful charges ET	ed by the delivered shall sign delivery of the	
PLA	CE S	SHIPPER	SI	eal # Applie	D:					
PRO	ΙΔΡ	EL HERE		EYOND CAC:	ID CROSS REF PRO#:					
		nn IInl\h			R LOAD / CONSIGNEE UNLO	AD				

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Firm name:

Carrier: \_

Driver: \_\_\_\_

Date received: \_

Freight resp. piece count:

Signed By: \_\_\_\_\_ OTC-199 (Rev 04/06)

# UNIFORM BILL OF LADING TERMS AND CONDITIONS

**Sec. 1.** (a) 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 thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or 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; or from faulty or impassable highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon, in writing, 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.

**Sec. 3.** (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. 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.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) 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 confirmed 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 the goods. If there is a balance remaining after all 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 carrier has attempted to follow the procedure set forth in subsections 4(a) and (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.

(d) 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, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement 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 or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(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) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles 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. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.