

Shipper ▶ Mark HM column for hazardous materials • Please provide zip code and phone numbers

# STRAIGHT BILL OF LADING

Short form – Original – Not Negotiable  
See next page for further terms and conditions

# Central

P.O. Box 2638  
Waco, TX 76702-2638  
Freight Lines, Inc.

Bill of Lading Number	Purchase Order Number	Shipper Number	DATE

<b>▽</b>	<b>Consignee (To)</b>	Name <input style="width:100%;" type="text"/> Address _____ City _____ State or Province _____ Island or Country _____ Zip _____ Phone _____	<b>▽</b>	<b>Shipper (From)</b>	Name _____ Address _____ City _____ State or Province _____ Island or Country _____ Zip _____ Phone _____
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Freight Charges (Note: Freight charges are to be PREPAID unless marked collect) <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect	▽ Special Instructions:
Bill freight charges to (If different than above): Name: _____ Address: _____ P.O. Box: _____ City: _____ State: _____ Zip: _____	

<div style="border: 2px solid red; padding: 2px; display: inline-block; font-weight: bold; color: red;">C.O.D.</div>	3. C.O.D. FEE: <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT \$ _____ (AMOUNT)	4. REMIT C.O.D. TO (IF DIFFERENT THAN SHIPPER ABOVE): NAME _____ PHONE _____ STREET _____ CITY _____ STATE _____ ZIP _____
<input type="checkbox"/> CONSIGNEE'S CHECK OK		

HANDLING UNITS	H M ▽	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT IN LBS.	ITEM #	CLASS	
			(SUBJECT TO CORRECTION)			
	<input type="checkbox"/>					(Consignor Signature) _____  Note – Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding:  \$ _____ per pound  CHARGES ADVANCED \$ _____  REMIT TO <input type="checkbox"/> SHIPPER <input type="checkbox"/> OTHER  IF OTHER THAN SHIPPER, WRITE NAME AND ADDRESS IN DESCRIPTION COLUMN.
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
		TOTAL _____CU. FT.				

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.

Trailer	Carrier	Total Pieces	Driver	Date	Start	Stop
Tally	Shipper Load & Count	Single Shipment	SHIPPER NAME	AUTHORIZED SIGNATURE		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<b>X</b>		

Carefully Affix  
Freight Bill Number  
Label Here

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. Tariff means any classification, charge, price, rule, or rate, established by a carrier or carriers. The property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment and shall be subject to all of the terms and conditions of the United States Carriage of Goods By Sea Act of 1936 if it is a water shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classifications and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns.

Freight received under this bill of lading will be transported pursuant to Central's applicable tariffs on file with the applicable state or federal regulatory agencies or on file at the carriers principal place of business, except where otherwise provided in any valid and effective written contract signed by Central and its shipper. This notice supersedes any claimed oral contract, promise, representation, or understanding between the parties.

# TALLY SHEET

PICKUP DATE	SHIPPER	PRO	EMP #	
1				TOTAL
2				TOTAL
3				TOTAL
4				TOTAL
5				TOTAL
				GRAND TOTAL

## CONTRACT TERMS AND CONDITIONS

Sec. 1 (a) The carrier of 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 thereto, or damage thereto, except as hereinafter provided.

Sec. 1 (b)

1. No carrier or party in possession of all or any portion 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 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.

2. The carrier shall be liable solely as a warehouseman for loss, damage or delay resulting from fire occurring after the expiration of free time (if any) allowed by the tariffs lawfully on file (such free time shall be computed as provided in said tariffs) where such loss, damage or delay occurs:

(a) after notice of the arrival of the property at the destination (or, if the property is intended for export after notice of the arrival of said property at the port of export) has been duly sent or given, and

(b) after placement of the property for delivery at destination or tender of delivery of the property to the party entitled to receive it has been made.

3. Except in the case of negligence of the carrier or the party in possession, the carrier or the party in possession shall not be liable for country damage to cotton, or for loss, damage or delay which results:

(a) when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such a request or

(b) from a defect or vice in the property, or

(c) from riots or strikes

The burden to prove freedom from such negligence is on the carrier or the party in possession.

4. Except in the case of negligence of the carrier, no carrier or party in possession of all or any portion of the property described in this bill of lading shall be liable for delay caused by highway obstruction, by faulty 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.

Sec. 2 (a)

1. No carrier is bound to transport said property by any particular schedule, train, vehicle or vessel, or in time for any particular market, or in any manner other than with reasonable dispatch. Every carrier shall have the right, in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

2. 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 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.

Sec. 2 (b)

Articles of extraordinary value will not be accepted for transportation. Should an article or articles of extraordinary value be inadvertently accepted by the carrier, the shipper agrees and declares that the value of the property is released to a value not exceeding \$25.00 per pound per package except when otherwise provided in the current National Motor Freight Classification ICC NMF 100 Series on this carrier's governing tariffs. Where shipper pays appropriate excess valuation charges as provided in carrier's governing tariff, carrier's liability may be increased accordingly up to a maximum of (a) \$50.00 per pound per package or (b) \$100,000 for the aggregate of all articles tendered to carrier by a shipper and transported in a unit of carrier's equipment.

Articles of Extraordinary Value means (a) articles having a value exceeding \$50.00 per pound per package or (b) the aggregate of all articles tendered to carrier by a shipper for transport in a unit of carrier's equipment having a value in excess of \$100,000.

Unit of Carrier's Equipment means any motor truck or other self-propelled highway vehicle, trailer, semi-trailer or any combination or set of such highway vehicles or trailers operated by the carrier.

### LIMITATION OF CARRIER LIABILITY

#### WHERE VALUE IS NOT DECLARED BY SHIPPER

(1) Where item 62820, 63025, 70080, 88140, 99400, 107830, 1316500, 164900 or 196420 of this classification applies and shipper fails to declare a value as required by those provisions, the shipment will not be accepted, but if the shipment is inadvertently accepted, the carrier's liability shall be limited as follows:

Item No.	Description	Value Limitation
62820	Radio, Radio-telephone or Television Transmitting or Transmitting and Receiving Sets or other Radio Impulse or Wireless Audio (Sound) Impulse Transmitting or Transmitting and Receiving Sets, separate or combined	\$10.00 per pound
63025	Semiconductors, viz; Devices, NOI; Diodes; Rectifiers; Thermistors; Transistors	\$20.00 per pound
70080	Flatware, Dresserware or Hollowware, sterling silver, or Flatware, Dresserware or Hollowware, with sterling silver parts such as backs, covers, frames, handles or tops	\$5.00 per pound
88140	Glassware, NOI	\$19.00 per pound
99400	Hides, Pelts or Skins, dressed or tanned or not dressed nor tanned, NOI, dry	\$7.50 per pound
107830	Jewelry, costume or novelty, made of materials other than solid or filled precious metals, not mounted, nor set with precious stones	\$5.00 per pound
116030	Machines, Systems or Devices, data processing, or units that form components of data processing machines, systems or devices, including Facsimile (FAX) Machines, or Parts thereof, NOI; or electronic Telephone Switching Systems or Components for such systems	\$5.00 per pound
136500	Metal, NOI, or Metal Alloy, NOI	\$5.00 per pound
164900	Radioactive Materials, Articles or Isotopes	\$5.00 per pound
196420	Watches or Watch Movements	\$10.00 each

Where the provisions of other tariffs apply, and these provisions specify a limitation of the carrier's liability absent a release value declaration by the shipper, the carrier's liability shall be limited to the extent provided by such applicable provisions where the shipper does not make the requisite or specified release or value declaration.

(2) Shippers who choose to use their own bills of lading shall be considered to possess the sophistication and transportation knowledge necessary to be conversant in tariffs provided by motor carrier. Therefore the annotation provided in paragraph (1) will not be required on shipper furnished bills of lading and the notice of limited liability provided herein shall be deemed sufficient public notice.

Sec. 4 (c) Where perishable property transported to the destination stated in this bill of lading is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive the property fails to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at private or public sale:

**PROVIDED:** that if there is sufficient time to notify the consignor or owner of the refusal of the property or the failure to receive it and to request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence required, before the property is sold.

**Unless a greater value is declared herein, the shipper agrees and declares, that the value of the property is released to a value not exceeding \$25.00 per pound per package except when otherwise provided in the current National Motor Freight Classification, ICC NMF 100 series, or this carrier's governing tariffs.**

### PROPERLY IDENTIFIED SHIPMENTS

(1) As shipper, the customer agrees to identify all "foodstuffs", edible materials, drugs that are ingested or injected intravenously, or otherwise taken internally when tendered to the carrier by insertion on the bill of lading the work "foodstuff". This item shall apply on foodstuffs, edible materials and drugs used by humans and animals. Initials and acronyms are not acceptable. As consignee or third party to the shipment, customer agrees to indemnify carrier if foodstuffs are not identified by the shipper as stated above and carrier will not be liable for improper loading violations on any shipments where foodstuffs are not identified as indicated.

(2) The customer agrees as shipper to clearly identify on the Bill of Lading all shipments containing materials classified by U.S. Department of Transportation regulations as poisons. Initials and acronyms are not acceptable. As consignee or third party to the shipment, customer agrees to indemnify carrier if poisons are not identified by the shipper as indicated, and carrier will not be liable for improper loading violations on any shipments where poisons have not been properly identified.