

STRAIGHT BILL OF LADING

DRIVER PLEASE NOTE IF SINGLE SHIPMENT CHECK BOX BELOW

 $\square$ 



## FREIGHT CHARGES ARE PREPAID UNLESS MARKED COLLECT

## **ORIGINAL - NOT NEGOTIABLE**

					DATE	P.O. NO.	SHIPPEF	R NO.	
PLACE PRO LABEL HERE					CUSTOMER'S SPECIAL REFE	ERENCE NUMBER	ENCE NUMBER		
SHIPPER (FROM)					CONSIGNEE (TO)				
STREET					STREET				
					CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE)				
CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE)					CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE)				
BILL TO					CUSTOMS BROKER				
STREET					STREET				
CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE)					CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE)				
ACCOUNT CODE					Conway.				
NUMBER SHIPPING UNITS HM KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MAI (SUBJECT TO INSPECTION AND CORRECTIO						NMFC NO.	CLASS OR DENSITY OF ARTICLES	WEIGHT (Subject to Correction)	
	+								
					REMIT COD TO				
COD AMOUNT: \$					ADDRESS				
					CITY STATE/PROVINCE ZIP/POSTAL CODE				
Con-way Freight and forwarded to shipper unless otherwise directed to do so by the shipper.					CITY STATE/PROVINCE ZIP/POSTAL CODE				
Notice: Unless the Shipper completes the requirements as provided below, Carrier's liability shall be limited as stated herein and in Tariff CNWY-199, which may be obtained by request. Carrier's hall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing the declared value of the property. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be not exceeding \$ Also, paragraph number 2 on the reverse side of this Bill of Lading sets forth released value terms and conditions.									
Carrier liability with shipment originating within the United States: Unless the Shipper declares excess value on the Bill of Lading below, requests excess liability coverage and pays an additional charge, Carrier's maximum liability is \$25.00 per pound per individual lost or damaged piece within the shipment, subject to \$150,000.00 maximum total liability per shipment, and provided further that Carrier's liability on articles other than new articles, including but not limited to used, remanufactured or refurbished articles, shall not exceed ten cents (\$.10) per pound per individual lost or damaged piece within the shipment. And, provided further, that Carrier's liability on household goods and personal effects shall not exceed ten cents (\$.10) per pound per individual lost or damaged piece within the shipment. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be \$, and Shipper agrees to pay an additional charge for excess liability coverage. Total declared value may not exceed \$650,000.00 per shipment.									
Charge for excess liability coverage. I of al declared value may not exceed \$550,000.00 per snipment. Carrier liability with shipment originating within Canada: Unless the Shipper agrees to a Special Agreement, declares the value in the box below and agrees to pay the excess liability charge by initialing where indicated, Carrier's maximum liability is CAN\$2.00 per pound (CAN\$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN\$20,000.00, and provided further that Carrier's liability on articles other than new articles, including but not limited to used, remanufactured or refurbished articles, shall not exceed ten cents (\$.10) (CAN) per pound per individual lost or damaged piece within the shipment. And, provided further, that Carrier's liability on household goods and personal effects shall not exceed ten cents (\$.10) (CAN) per pound per individual lost or damaged piece within the shipment.									
			ared Value: CAN \$ iability charge:		ound. (Declared value itials)	may not exceed CAN	\$100,000.0	0 per shipment.)	
					urately described above by the		d are classified,	packaged, marked and	
Shipment Re issue of this E A-C), and the Goods Act, ar apparent good The word Car if on its route, or COL, all sh any time interr	ceived Bill of L House nd the d orden rier is other nipmer ested	1: The shipment is received ading, as well as the Nathold Goods Mileage Guregulations in force in the strend throughout this of the extent the defined throughout this of wise to deliver to anothe the will be billed as PPD. In all or any of said proprior to the strend through the strend through the the strend through the the strend through through the strend through the strend through through the strend through through through through the strend through through through the strend through through the strend through t	ved subject to Tariff CNW7 ational Motor Freight Classi ide (HHGB 105 Series), for he provincial jurisdiction at hat it is unconcealed and v contract as meaning any p r Carrier on the route to s; . It is mutually agreed as to verty, that every service to	Y-199, Carrier's pricing sch- ifications (NMFC), the Haza r shipments originating in th the time and place of the visible without further insper- erson or corporation in pos aid destination. In the even to each Carrier of all or any	international and national gov edules, terms, conditions and irdous Materials Transportation the United States; and the Cana shipment for shipments origin, tion and except as noted or m session of the property under t no markings are indicated or or of said property, over all or all be subject to all of this Bill ng.	rules maintained at Carrier's n Regulations (Title 49 — C adian Motor Vehicle Transpu- ating in Canada. The proper anked. The property is cons this contract. Carrier agrees n the Bill of Lading stating t any portion of said route to	CFR, Subtitle B, fort Act, the Trans rty described or signed and desti s to carry the pro- hat the shipmen the destination	Chapter 1, Sub Chapter sportation of Dangerous t this Bill of Lading is in ned as indicated above. operty to its destination, t is to be billed as PPD and as to each party at	
					CON-WAY FREIG	HT-CANADA INC.	_		
AUTHORIZED	) SIGN	IAIURE			AUTHORIZED SIGNATURE	DAT	-	1 /	

## **TERMS AND CONDITIONS**

1) Unless otherwise agreed to by the parties in writing, the terms and conditions of the National Motor Freight Classification (NMF 0100 Series) Uniform Straight Bill of Lading in effect on the date of the shipment shall apply, subject to this Bill of Lading, Tariff CNWY-199, and Con-way Freight's pricing schedules, terms, conditions and rules, which are not subject to modification unless agreed to by the parties in writing.

2) Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff CNWY-199, shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.

3) Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage or delay to any of the goods described in the Bill of Lading when caused by an act of God, the Queen's or public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of customs officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, 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.

4) The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of shipment. Nothing in this Bill of Lading shall limit the right of the Carrier to require the prepayment or guarantee of the freight charges at the time of shipment or prior to delivery.

5) The Shipper and 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) 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.

7) Carrier shall provide, on request of the Shipper, a written or electronic copy of the rate, classification, rules and practices upon which any rate agreed to between the Shipper and Carrier may have been based.

8) All payments due hereunder shall be made within 15 calendar days of the date of invoice. Payment of charges not received within 15 calendar days of the date of invoice, or within a time period agreed to by the parties in writing, will be considered a late payment. Late payments shall be subject to a charge of 1.5 percent per month added to all outstanding amounts when either of the following conditions occur:

A. When Carrier has notified debtor of the assignment or intent to assign the freight bill(s) to a professional service for collection, or to file a claim in a court of law for collection; or

B. When Carrier has advised debtor in writing of intent to apply the late fee of 1.5 percent per month.

In addition, upon any of the aforementioned conditions occurring, any and all allowances, exceptions, commodity rates and other provisions which result in the total charges due the Carrier of less than the non-discounted charges due from Tariff CNWY-599 class rates in effect on the date of the shipment, shall be discontinued and no longer apply.

9) Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Shipper shall not have the right to withhold or offset the payment of charges for any reason, including, but not limited to, claims for lost or damaged goods.

**10)** Carrier is not bound to transport property by any particular schedule or in time for any particular market, or in any manner other than with reasonable dispatch.

11) Filing of Claims: 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 (sixty (60) days for shipments originating in Canada) after the date of delivery of such goods to the consignee, or port of export, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four (4) business days) for delivery has elapsed. 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. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. 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.

12) Property not picked up by the party entitled to receive it, within the free time allowed by Tariff CNWY-199, and after notice to Consignee of the arrival of the property at destination or at the port of export (if intended to be exported) has been given; or property not accepted by the Consignee at the time it is tendered for delivery, may, at the Carrier's option, be kept in vehicle(s) or place(s) of business of the Carrier, or any other available storage facility. Such property will be subject to storage terms and charges as listed in Tariff CNWY-199, Item 231. The owner, Shipper and Consignee shall be jointly and severally liable for the cost of the storage. The property shall be held subject to a lien for all freight and other lawful charges. Notice of the placing of such goods in a warehouse shall be mailed to the address given for delivery.

Instructions on 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 several liability for the payment of charges.