

STRAIGHT BILL OF LADING ORIGINAL – NOT NEGOTIABLE



SCAC CODE: CTBV
 DATE

**THANK YOU FOR CHOOSING
 THE CUSTOM COMPANIES, INC.
 PLACE PRO LABEL HERE**

BILL OF LADING NO.	PURCHASE ORDER NO.

SHIPPER

CONSIGNEE

UNLESS OTHERWISE NOTED, FREIGHT CHARGES WILL BE CONSIDERED PREPAID

PREPAID

COLLECT

**THIRD PARTY BILLING
 PROVIDE COMPLETE
 INFORMATION**

THIRD PARTY BILL TO

C.O.D. AMOUNT

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications, and Custom's Rules Tariff and Service Conditions, as amended from time to time, that have been established by the carrier and are available to the shipper, on request, which are incorporated herein by this reference, and to all applicable state and federal regulations, the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown hereon, which said carrier agrees to carry to destination, if on its route, or otherwise deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof or otherwise referenced. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions and that the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

PIECES	# OF PALLET	HAZ	DESCRIPTION	NMFC No.	CLASS	WEIGHT (lbs)
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SPECIAL INSTRUCTIONS:

TOTAL PIECES	TOTAL PALLET	TOTAL WEIGHT
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HAZARDOUS MATERIALS EMERGENCY CONTACT:

CARRIER LIABILITY: Carrier's maximum liability is the lesser of either \$10.00 per pound per package or the lesser of the repair cost, the depreciated value or the replacement costs, subject to a maximum liability of \$125,000.00 per shipment regardless of the actual value of the goods transported, unless the shipper declares excess value on the bill of lading, requests excess liability coverage and pays an additional charge. Other liability limitations and restrictions may apply and are found in Custom's Rules Tariff and Service Conditions. Any shipment valued at more than \$10.00 per pound is of extraordinary value.

Subject to section 7 of the terms and conditions, if this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall make the following statement:
 "The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges."

 (Signature of Consignor)

NOTE - Where the rate and carrier's liability for loss or damage may be dependent on value, shippers must state specifically in writing the agreed or declared value of the property as follows:
 "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____. The Declared Value quote number is _____"
 If the value or Declared Value quote number is omitted, the shipment will be subject to the lesser of the lowest actual or released value in NMFC 100 Series or the value set forth in item 380 of Custom's Rules Tariff and Service Conditions.

DRIVER TALLY RECORD						
					TOTAL PCS.	

SHIPPER:
DATE:

DATE: _____ **TRAILER NO:** _____

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.

AUTHORIZED SIGNATURE (DRIVER):

AUTHORIZED SIGNATURE (SHIPPER):

Additionally, signature hereon authorizes fax communication from Custom and its affiliates.

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SHIPPER COPY

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CARRIER COPY

THANK YOU FOR CHOOSING CUSTOM

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 affected, upon or on account of said property, so far as this shall not void 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.

(e) Carrier will not, under any circumstances, whether as a result of a breach, tort or otherwise, be liable for consequential, incidental, special, punitive or exemplary damages of any kind (including, but not limited to, loss of profits, revenues or use of or damage to any associated goods, cost of capital or substitute goods, facilities or services, or downtime costs) suffered by any party to the shipping transaction for any reason whatsoever, whether or not Carrier knew or should have known that such damages might be incurred.

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 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.

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.