



Bill to:
AVENUE LOGISTICS, INC.
55 EAST JACKSON SUITE 2150,
Chicago,
IL,
60604

Invoice Date: 02/09/2024
Invoice #: 70530335
Terms: NET 30
Due Date: 03/09/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
02/08/2024		2501 INTERNATIONAL PKWY, SUITE 200, WOODRIDGE, IL, 60517 - 242 SHEETZ WAY, CLAYSBURG, PA, 16625			
			1	\$1,450.00	\$1,450.00

TOTAL
\$1,450.00

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below. Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date.

COMPASS FUNDING SOLUTIONS LLC
P.O.BOX 205154
DALLAS, TX 75320-5154
Tel: 844-899-8092

**Bill To Information**

Please send invoices and backup information to:
Email: ap@avenuelogistics.com

Sent By: Bradley Cole**Email** bcole@avenuelogistics.com**Phone** (773) 943-6292**Fax****Office** CHICAGO OFFICE**Rate/Route Confirmation for RIKI TRANSPORTATION INC \$1,450.00**

Shipment Details					
Shipment #	70530335	BOL #	10681184	Carrier Miles	572
		Pallet Count	26	Temperature	-
Cust Ref/PO #	322965 /1894826	Eq Type	53' Van or Reefer		
Todays Date	2/8/2024 09:45	Eq ID			
Description of Merch: WINDSHIELD WASHER & ANTI-FREEZE ON PALLETS 728.00 CASE @ 37700.00 Pounds					

Carrier Details					
Carrier	RIKI TRANSPORTATION INC	Driver Name		John Djordjevic	
MC	086875	Dispatch Phone	(708) 303-5150		
DOT #	3119062	Fax			
SCAC	RIKN	Carrier Ref			

Stop Details						
Stop	Type	Pcs/Type/Wt	Address	Appt Date	Appt Time	PU/Deliv #
1	Pickup	728 CASE 37700 lbs	CHAMPION PACKAGING 2501 INTERNATIONALE PARKWAY, SUITE 200 WOODRIDGE, IL, 60517 PN: (630) 972-0100x313	2/8/24	13:00 - 20:00	625955
			DRIVER MUST HAVE AT LEAST TWO STRAP OR TWO LOAD BARS DO NOT STACK CASES MORE THAN 5 HIGH			
2	Delivery	728 CASE 37700 lbs	SHEETZ DISTRIBUTION CENTER 242 SHEETZ WAY CLAYSBURG, PA, 16625 ATTN: DCReceivingClerk@sheetz.com PN: (814) 239-1600	2/9/24	10:00	1894826

Shipment Line Items		
Total Pcs: 728 CASE	Total Pallets: 26	Total Weight: 37700 lbs

Carrier Rate Agreement						
Item #	Charge Description	Unit Price	Unit Type	Unit Quantity	Rate	Note
1	Line Haul	\$1,450.00	Flat Rate	1	\$1,450.00	
				Total:	\$1,450.00	

RIKI TRANSPORTATION INC
8225 LECLAIRE AVE, BURBANK, IL (If this is not your information, notify dispatch immediately)

Signature John Djordjevic **Date** _____

Terms of Agreement	
1.	_____
2.	PLEASE HAVE DRIVER CALL 773-945-0999
3.	Carrier must advise if any delivery schedules, specifications, instructions, or requirements cannot be legally accomplished, or if the avoidance of any fines, penalties, or deductions would require or result in the violation of any laws or regulations.
4.	The rate includes fuel surcharge, and no other rates or charges, including carrier tariffs, shall apply. By signing this Contract for Transportation or accepting the load, the carrier agrees to the Motor Carrier Agreement terms.
5.	CARRIER confirms insurance coverage of at least \$1,000,000 in auto and general liability, and \$100,000 in cargo coverage.
6.	Compensation may be withheld for double-brokering, rail movement, freight consolidation, or non-fulfillment of services.
7.	Trailer Seals: Apply a seal and note its number on the bill of lading before leaving the shipper. Seals can only be broken with Avenue Logistics Management's written approval. Delivering without the intact seal may lead to a claim.
8.	Travel directions from Avenue Logistics are informational. Carriers must ensure lawful and safe operation of vehicles and contents, complying with all laws and regulations.
9.	_____
10.	BILLING INSTRUCTIONS: Email- ap@avenuelogistics.com Documentation Required- Invoice and POD. If applicable, Lumper Receipt, Scale Ticket, Escort Receipt, Detention Slip or IN/OUT times on POD. Direct Line: 773-945-1006 Fax: 312-661-9150

<< PICKING SLIP >>

PLEASE NOTE NEW REMIT ADDRESS
Lockbox #131431
PO Box 1414
Minneapolis, MN 55480-1414
UNITED STATES

BATCH CODE

COPACK

ORDER NO

00322986

ORDER DATE

1/26/2024

PAGE

1

CUSTOMER PO NO

1894828

BOL #

07392600003229650

S 02
H 001- DC- CLAYSBURG
I 242 Sheetz Way
P Claysburg, PA 16625
T
O

S SHE030
O SHEETZ
L 242 SHEETZ WAY
D CLAYSBURG, PA 16625
T
O

SLS1	SLS2	LOCATION ID	SHIP METHOD	SHIP VIA	PICKING SLIP NO	ARRIVE BY DATE	READY DATE	
074	274	02D	Prepaid		89466	2/9/2024	2/7/2024	
ITEM ID			UNIT	BIN	WEIGHT	ORDERED	SHIPPED	BACKORDERED
234526-28			CASE		37661.5200	728.0000		
SPLASH -20F W/W 6/1 GAL								

Total Weight

37661.5200

BILL OF LADING-NOT NEGOTIABLE

Time In: 11:12 AM Appt Date: 2/6/2024
 Time Out: 12:30 PM Appt Time: 1:00 PM
 Page 1/2

Carrier: AVENUE LOGISTICS INC Date: Shipper: 07392600003229650
 SCAC: AVGN AVENUE LOGISTICS INC LOAD# 770#
 222

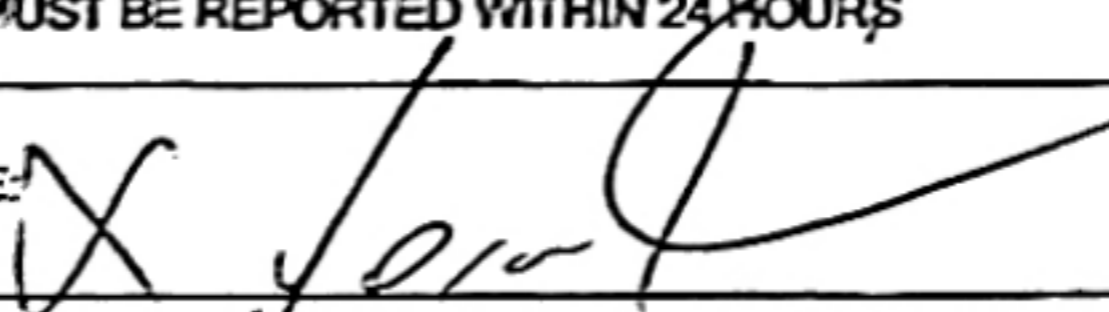
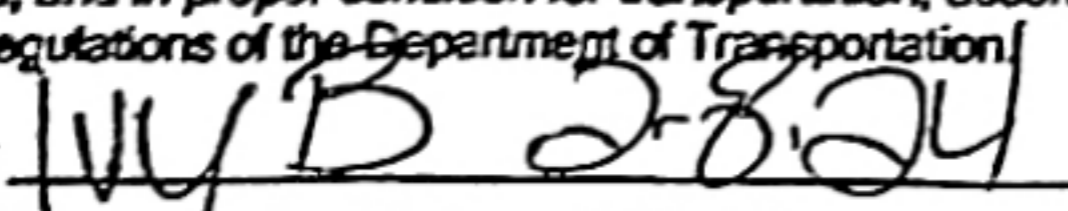
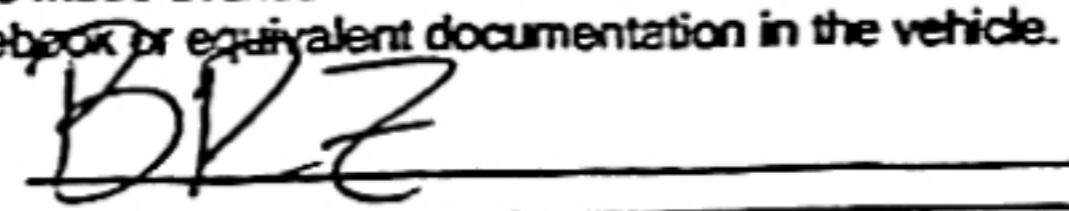
RECEIVED, subject only to the written contract between carrier and shipper in effect on the date of issuance of this bill of lading, the property described below, in good order and condition, except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as shown below. It is mutually agreed as to each carrier of all or any of said property and as to each party at any time interested in said property, that the services to be performed shall be subject to the written contract in effect on the date of shipment, or the terms and conditions on the back hereof, which are hereby agreed to by shipper and carrier. This bill of lading is not subject to any individually determined rates, carrier tariff, supplement or classifications, except as specifically agreed to in writing by shipper and carrier prior to shipper's tender of the property to the originating carrier or its pickup agent.

F	Ortation Packaging	S	001- DC- CLAYSBURG	3	SPLASH PRODUCTS
R	co Splash Products	H	242 Sheetz Way	R	C/O WILLIAMS ASSOCIATES
O	2511 Internationale Parkway, Suite 201	I	Claysburg, PA 16525	D	405 EAST 78TH STREET
M	Woodbridge, IL 60517	P		P	BLOOMINGTON, MN 55420
		T		A	
		O		R	
				T	
				Y	

CUSTOMER ORDER:	1234325	Router:		Vehicle		Seal No.	
		Department:		Number:			
SPLASH ORDER:	00322965	Vendor Ship Point:				Trailer No.	02154683
							HT367112

NO UNITS	PKG TYPE	H/M	DESCRIPTION	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT	CLASS	NMFC NO	NMFC DESCRIPTION
728	CASE		Limited Quantity, Consumer Commodity	234526-28 SPLASH -20F W/W 6/1 GAL	37,662 lbs	65	504751	COMPOUNDS OR SOLUTIONS, WINDSHIELD WASHER CLEANING OR ANTIFREEZE, CONCENTRATED OR PREMIXED, CLASS 55

Pro Number #:

Mark "X" to designated Hazardous Materials as defined by DOT regulations		MUST ARRIVE BY DATE: 02/09/2024	
728 Total Units	26 Total Pallets	37662.00 lbs Total Weight	
ALL DISCREPANCIES MUST BE REPORTED WITHIN 24 HOURS		Placard Supplied? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DO NOT STACK CASES MORE THAN 5 HIGH	DRIVERS SIGNATURE: 	Emergency Response INFOTRAC 1-800-535-5053 CONTRACT NO 74941	
Ship Instructions	C.O.D. Amount 0.00	C.O.D. Fee <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect	
CHECK MUST BE PRESENTED AT TIME OF DELIVERY			
Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign this statement: The carrier shall not make delivery of this shipment without payment of freight and other lawful charges.		TOTAL CHARGES \$ FREIGHT CHARGES are PREPAID unless otherwise noted.	
Signature of Consignor:		<input checked="" type="checkbox"/> Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> 3rd Party	
SHIPPER CERTIFICATION: This is to certify the above-named hazardous materials are properly classified, described, packaged, marked, labeled, and in proper condition for transportation, according to the applicable regulations of the Department of Transportation.		CARRIER CERTIFICATION: Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle.	
SHIPPER, Per 		CARRIER, Per 	

In the absence of a separate written contract between carrier and shipper, the following terms and conditions shall apply

1. The carrier or the party in possession of all or any of the property described in this bill of lading (collectively "carrier") shall be liable under 49 U.S.C. § 14706 for any loss, damage or delay thereto, except as hereinafter provided. Carrier shall also be liable for special, incidental and consequential damages for which it has actual or constructive notice.
2. Carrier shall not be liable for any loss or damage to the property or for any delay caused solely by an act of God, the public enemy, the authority of law, or the act or default of shipper. Further, no carrier shall be liable for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. Carrier shall have the burden of proving freedom from negligence and that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. Carrier's liability shall not be subject to any rule of contributory or comparative negligence.
3. Carrier shall be liable for loss, damage or delay occurring after attempted tender of the property for delivery to the consignee at destination. When tender of delivery of the property to the party entitled to receive it has been made, but delivery has been refused, or if carrier is unable to make delivery for any reason, carrier's liability as a warehouseman will begin only when carrier has placed said property in a public warehouse or storage facility under reasonable security. Except in the case of negligence or willful misconduct, carrier shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request of shipper, owner or other party entitled to make such request.
4. Except in the case of negligence or willful misconduct, no carrier of all or any of the property described on the bill of lading shall be liable for delay directly caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on carrier.
5. Carrier shall receive, transport and deliver the property covered by this bill of lading in good order and condition to the consignee at the point of destination. Carrier shall fully comply with all applicable laws relating to the services to be performed. Unless agreed upon in writing prior to shipment, carrier is bound to transport said property with reasonable dispatch and without delay. In case of physical necessity, carrier may forward said property by any carrier or route between the point of origin and the point of destination, without additional cost to shipper or consignee, subject to carrier's continuing liability to shipper for proper performance and compliance.
6. Claims for loss, damage or delay must be in writing and mailed to carrier within nine months after the delivery of said property, or in the case of non-delivery, within nine months after a reasonable time for delivery has elapsed. In no case shall the reasonable time be deemed to be less than 30 days from the scheduled or anticipated delivery date. Suits for loss, damage or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is actually received by the claimant that carrier has disallowed the claim or any part thereof. An offer of compromise shall not constitute a disallowance of any part of the claim, unless carrier informs the claimant in writing that such part of the claim is disallowed and provides lawful reasons for such disallowance. Communications received from carrier's insurer shall not constitute a disallowance of any part of the claim, unless the insurer informs the claimant in writing that such part of the claim is disallowed, provides a lawful reason for such disallowance and informs the claimant that the insurer is acting on behalf of carrier. Where a lower value than the actual value of the said property has been separately agreed upon in writing as the released value of the property, such lower value, plus freight charges, if paid, shall be the maximum recoverable amount for loss or damage to property. When any loss, damage or delay is the result of carrier's willful misconduct, gross negligence, material or fundamental breach, or conversion, said limitation of liability shall not apply, and shipper shall be reimbursed for its full actual damages, plus freight charges, if paid.
7. As full and complete compensation to carrier, shipper or consignee, as applicable, shall pay the freight and all other lawful charges accruing on said property according to the agreement of the parties. The liability of the party responsible for payment is for the actual freight rates, charges and allowances disclosed on the face of the bill of lading. If shipper stipulates, by signature or endorsement, in the space provided for that purpose on the face of the bill of lading, that carrier shall not make delivery to the consignee without requiring payment of such charges and carrier, contrary to such stipulation, makes delivery without requiring such payment, shipper shall not be liable to carrier for such rates or charges. Carrier may extend credit to the party responsible for payment of the freight charges, but may not charge interest on freight bills which remain unpaid. There shall be no penalty of any kind or loss of discount allowed for late payment. Shipper may offset unpaid freight charges against unpaid freight claims when said freight claims are outstanding for more than 60 days. Nothing herein shall limit the right of carrier to require at the time of shipment the prepayment or guarantee of the charges. If upon mutual inspection it is ascertained that the property shipped is not accurately described in the bill of lading, the freight charges must be paid upon the property actually shipped.
8. Claims for loss, damage and delay shall be administered in accordance with 49 C.F.R. Part 370. Except for goods classified as a "hazardous material," carrier shall be entitled to a salvage credit, as determined by shipper, for the salvage or resale value of the damaged goods provided carrier promptly returns all damaged and overage goods to shipper. Carrier shall not allow any non-hazardous goods to be sold or disposed of in any salvage market or otherwise. For damage to goods classified as a "hazardous material," carrier shall be responsible for salvage and disposition upon payment of shipper's claim.
9. Claims for overcharges and undercharges shall be governed by the statute of limitations stated in 49 U.S.C. § 14705, and administered in accordance with 49 C.F.R. § 1008, unless otherwise provided herein. Carrier shall pay a commercially reasonable interest rate on overcharge claims. If shipper elects to submit a dispute over the original billing involving the applicability or reasonableness of the rate or charges to the Surface Transportation Board (STB) for resolution, shipper must contest the billing by mailing or faxing a protest to carrier within 180 days of the date it or its agent receives the original billing from carrier. Overcharges and undercharges resulting from typographical, mathematical, weight or clerical errors, or duplicate payments may be filed at any time within 18 months of delivery. Pursuant to 49 U.S.C. § 14101(b), the parties hereby expressly waive any and all rights and remedies under the ICC Termination Act of 1995 for the transportation performed, except to the extent otherwise stated herein. If carrier seeks to assess additional charges, it must mail or fax its billing to the party responsible for payment within 180 days of the date on its original billing. Once protested, disputes may be submitted to the STB for resolution. If not resolved by the STB within 18 months of the delivery date, an action at law must be instituted to preserve the right to collect the amounts sought. Nothing in this agreement or the law shall prohibit carrier from making a voluntary refund of an overcharge, or shipper's voluntary payment of an undercharge, whether or not the original billing was contested within 180 days.
10. Except to the extent of shipper's negligence or willful misconduct, carrier shall indemnify, defend and hold shipper harmless from and against any and all loss, liability, damage, claim or expense of whatever type or nature, including but not limited to, damage to property or personal injury (including death) to any person, in any way arising out of or relating to carrier's services provided hereunder.
11. In the event any property has been refused by the consignee, or carrier is unable to deliver the property for any reason, carrier shall immediately notify shipper by telephone or other electronic communications system. Said notice shall be confirmed in writing by carrier, stating the time, date and amount of any applicable storage charges. Storage charges shall not begin until 48 hours after carrier's written notification, exclusive of Saturdays, Sundays and business holidays declared by any of the parties hereto. Shipper shall give disposition instructions to carrier within 48 hours of its receipt of carrier's notice. If disposition instructions are not received within 48 hours of the first attempted notice, carrier will issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days, carrier shall advertise in two newspapers of general circulation for two consecutive weeks that the goods on hand will be offered for sale at a general auction, stating the time and place of said sale. No later than 10 days prior to the auction, carrier shall send a copy of the auction notice to shipper, and all others with an interest in the property, via facsimile transmission when published.
12. Where property transported to the destination stated in this bill of lading is refused by the consignee or party entitled to receive it, or said consignee or party entitled to receive the property fails to receive it promptly, carrier may, in its reasonable discretion, to prevent deterioration or further damage, sell the property to the best advantage at private or public sale in accordance with applicable law; 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 requires, before the property is sold, including telephone or facsimile transmission.
13. The proceeds of any property sale made under this bill of lading shall be applied by carrier: first, to the payment of freight, demurrage, storage and any other lawful charges; and second, to the expense of notice, advertisement, sale and other reasonable and necessary expense of caring for and maintaining the property, if proper care of the property requires special expense. Should there be a balance remaining after all charges and expenses are paid, such balance shall be paid to the owner of the property sold hereunder.
14. Upon delivery of the shipment, carrier shall obtain a receipt showing the kind, quantity and condition of the property delivered to the consignee. Notice of loss or damage shall be given to carrier on the delivery receipt by the consignee and confirmed by the driver. Concealed loss or damage shall be reported to the delivering carrier within 15 working days, unless the claimant explains why the loss or damage could not reasonably have been reported within 15 days. When notice has first been given to carrier after 15 days, claimant shall offer proof that the loss or damage did not occur after delivery to consignee, and carrier shall resolve the claim in light of the proof.
15. Carrier shall be liable for damages caused by the non-receipt of any part of the property shown in this bill of lading or by the failure of the property to correspond with the description contained on the face of the bill of lading, including the number of shipping units or packages noted on the face of the bill of lading. Carrier shall deliver the property in the same condition or unitized package as tendered at origin. If the property is loaded by shipper and carrier is not given an opportunity to inspect and count the shipment prior to acceptance by carrier, the bill of lading must be noted "SL&C" (Shipper Load & Count). When less-than-truckload shipments are loaded and counted by shipper, such shipments will be inspected and counted by carrier at its first breakbulk point and all discrepancies shall be reported immediately in writing to shipper.
16. Carrier will not carry or be liable for any documents, coin money or for any articles of extraordinary value, unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.
17. If transportation is arranged through a freight forwarder or broker, carrier designates such entity as its agent for purposes of collecting payment of freight charges. Carrier agrees to seek payment of its rates and charges exclusively from the entity from which it accepted the shipment and expressly waives any collection rights or other remedies otherwise available, including any right to seek payment of rates and charges from the shipper or consignee.
18. Any alteration or addition to this bill of lading after its issuance, without written authorization from shipper, is void. However the original terms of the bill of lading are enforceable.

BILL OF LADING-NOT NEGOTIABLE

Time In: 11:12 AM Appt Date: 2/8/2024 1
Time Out: 12:32p Appt Time: 1:00 PM
Page 1/2

Carrier AVENUE LOGISTICS INC Carrier # Date Shipper# 07392600003229650
SCAC#: AVGIW AVENUE LOGISTICS INC LOAD#PRO#
BRZ

RECEIVED, subject only to the written contract between carrier and shipper in effect on the date of issuance of this bill of lading, the property described below, in good order and condition, except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as shown below. It is mutually agreed as to each carrier of all or any of said property and as to each party at any time interested in said property, that the services to be performed shall be subject to the written contract in effect on the date of shipment, or the terms and conditions on the back hereof, which are hereby agreed to by shipper and carrier. This bill of lading is not subject to any individually determined rates, carrier tariff, supplement or classifications, except as specifically agreed to in writing by shipper and carrier prior to shipper's tender of the property to the originating carrier or its pickup agent.

F Champion Packaging S 001- DC- CLAYSSURG 3 SPLASH PRODUCTS
R c/o Splash Products H 242 Sheetz Way R C/O WILLIAMS ASSOCIATES
O 2501 Internationale Parkway, Suite 201 I Claysburg, PA 16825 D 405 EAST 78TH STREET
M Woodridge, IL 60517 P BLOOMINGTON, MN 55420
P
A
R
T
Y

CUSTOMER ORDER: 1894526 Route: Department: Vehicle Number: Seal No.
SPLASH ORDER: 00322965 Vendor Ship Point: Trailer No. 02154683
HT367112

NO UNITS	PKG TYPE	H/M	DESCRIPTION	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT	CLASS	NMFC NO	NMFC DESCRIPTION
728	CASE		United Quantity, Consumer Commodity	234526-28: SPLASH -20F W/W 6/1 GAL	37,662 lbs	65	504751	COMPOUNDS OR SOLUTIONS, WINDSHIELD WASHER CLEANING OR ANTIFREEZE, CONCENTRATED OR PREMIXED, CLASS 55

Pro Number #:

728 CS
Brenden Vollkammer

*Mark "X" to designated Hazardous Materials as defined by DOT regulations

MUST ARRIVE BY DATE: 02/09/2024

728 Total Units

26 Total Pallets

37662.00 lbs Total Weight

ALL DISCREPANCIES MUST BE REPORTED WITHIN 24 HOURS

Placard Supplied? ☐ YES ☒ NO

DO NOT STACK CASES MORE
THAN 5 HIGH

DRIVERS
SIGNATURE: 

Emergency Response
INFOTRAC 1-800-535-5053
CONTRACT NO 74941

Ship
Instructions

C.O.D. Amount 0.00

C.O.D. Fee

CHECK MUST BE PRESENTED AT TIME OF DELIVERY

☐ Prepaid

☐ Collect

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign this statement: The carrier shall not make delivery of this shipment without payment of freight and other lawful charges.

Signature of Consignor:

TOTAL CHARGES \$

FREIGHT CHARGES are PREPAID unless otherwise noted.

☒ Prepaid ☐ Collect ☐ 3rd Party

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

SHIPPER, Per 

CARRIER CERTIFICATION: Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle.

CARRIER, Per 

In the absence of a separate written contract between carrier and shipper, the following terms and conditions shall apply

1. The carrier or the party in possession of all or any of the property described in this bill of lading (collectively "carrier") shall be liable under 49 U.S.C. § 14706 for any loss, damage or delay thereto, except as hereinafter provided. Carrier shall also be liable for special, incidental and consequential damages for which it has actual or constructive notice.
2. Carrier shall not be liable for any loss or damage to the property or for any delay caused solely by an act of God, the public enemy, the authority of law, or the act or default of shipper. Further, no carrier shall be liable for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. Carrier shall have the burden of proving freedom from negligence and that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. Carrier's liability shall not be subject to any rule of contributory or comparative negligence.
3. Carrier shall be liable for loss, damage or delay occurring after attempted tender of the property for delivery to the consignee at destination. When tender of delivery of the property to the party entitled to receive it has been made, but delivery has been refused, or if carrier is unable to make delivery for any reason, carrier's liability as a warehouseman will begin only when carrier has placed said property in a public warehouse or storage facility under reasonable security. Except in the case of negligence or willful misconduct, carrier shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request of shipper, owner or other party entitled to make such request.
4. Except in the case of negligence or willful misconduct, no carrier of all or any of the property described on the bill of lading shall be liable for delay directly caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on carrier.
5. Carrier shall receive, transport and deliver the property covered by this bill of lading in good order and condition to the consignee at the point of destination. Carrier shall fully comply with all applicable laws relating to the services to be performed. Unless agreed upon in writing prior to shipment, carrier is bound to transport said property with reasonable dispatch and without delay. In case of physical necessity, carrier may forward said property by any carrier or route between the point of origin and the point of destination, without additional cost to shipper or consignee, subject to carrier's continuing liability to shipper for proper performance and compliance.
6. Claims for loss, damage or delay must be in writing and mailed to carrier within nine months after the delivery of said property, or in the case of non-delivery, within nine months after a reasonable time for delivery has elapsed. In no case shall the reasonable time be deemed to be less than 30 days from the scheduled or anticipated delivery date. Suits for loss, damage or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is actually received by the claimant that carrier has disallowed the claim or any part thereof. An offer of compromise shall not constitute a disallowance of any part of the claim, unless carrier informs the claimant in writing that such part of the claim is disallowed and provides lawful reasons for such disallowance. Communications received from carrier's insurer shall not constitute a disallowance of any part of the claim, unless the insurer informs the claimant in writing that such part of the claim is disallowed, provides a lawful reason for such disallowance and informs the claimant that the insurer is acting on behalf of carrier. Where a lower value than the actual value of the said property has been separately agreed upon in writing as the released value of the property, such lower value, plus freight charges, if paid, shall be the maximum recoverable amount for loss or damage to property. When any loss, damage or delay is the result of carrier's willful misconduct, gross negligence, material or fundamental breach, or conversion, said limitation of liability shall not apply, and shipper shall be reimbursed for its full actual damages, plus freight charges, if paid.
7. As full and complete compensation to carrier, shipper or consignee, as applicable, shall pay the freight and all other lawful charges accruing on said property according to the agreement of the parties. The liability of the party responsible for payment is for the actual freight rates, charges and allowances disclosed on the face of the bill of lading. If shipper stipulates, by signature or endorsement, in the space provided for that purpose on the face of the bill of lading, that carrier shall not make delivery to the consignee without requiring payment of such charges and carrier, contrary to such stipulation, makes delivery without requiring such payment, shipper shall not be liable to carrier for such rates or charges. Carrier may extend credit to the party responsible for payment of the freight charges, but may not charge interest on freight bills which remain unpaid. There shall be no penalty of any kind or loss of discount allowed for late payment. Shipper may offset unpaid freight charges against unpaid freight claims when said freight claims are outstanding for more than 60 days. Nothing herein shall limit the right of carrier to require at the time of shipment the prepayment or guarantee of the charges. If upon mutual inspection it is ascertained that the property shipped is not accurately described in the bill of lading, the freight charges must be paid upon the property actually shipped.
8. Claims for loss, damage and delay shall be administered in accordance with 49 C.F.R. Part 370. Except for goods classified as a "hazardous material," carrier shall be entitled to a salvage credit, as determined by shipper, for the salvage or resale value of the damaged goods provided carrier promptly returns all damaged and overage goods to shipper. Carrier shall not allow any non-hazardous goods to be sold or disposed of in any salvage market or otherwise. For damage to goods classified as a "hazardous material," carrier shall be responsible for salvage and disposition upon payment of shipper's claim.
9. Claims for overcharges and undercharges shall be governed by the statute of limitations stated in 49 U.S.C. § 14705, and administered in accordance with 49 C.F.R. § 1008, unless otherwise provided herein. Carrier shall pay a commercially reasonable interest rate on overcharge claims. If shipper elects to submit a dispute over the original billing involving the applicability or reasonableness of the rate or charges to the Surface Transportation Board (STB) for resolution, shipper must contest the billing by mailing or faxing a protest to carrier within 180 days of the date it or its agent receives the original billing from carrier. Overcharges and undercharges resulting from typographical, mathematical, weight or clerical errors, or duplicate payments may be filed at any time within 18 months of delivery. Pursuant to 49 U.S.C. § 14101(b), the parties hereby expressly waive any and all rights and remedies under the ICC Termination Act of 1995 for the transportation performed, except to the extent otherwise stated herein. If carrier seeks to assess additional charges, it must mail or fax its billing to the party responsible for payment within 180 days of the date on its original billing. Once protested, disputes may be submitted to the STB for resolution. If not resolved by the STB within 18 months of the delivery date, an action at law must be instituted to preserve the right to collect the amounts sought. Nothing in this agreement or the law shall prohibit carrier from making a voluntary refund of an overcharge, or shipper's voluntary payment of an undercharge, whether or not the original billing was contested within 180 days.
10. Except to the extent of shipper's negligence or willful misconduct, carrier shall indemnify, defend and hold shipper harmless from and against any and all loss, liability, damage, claim or expense of whatever type or nature, including but not limited to, damage to property or personal injury (including death) to any person, in any way arising out of or relating to carrier's services provided hereunder.
11. In the event any property has been refused by the consignee, or carrier is unable to deliver the property for any reason, carrier shall immediately notify shipper by telephone or other electronic communications system. Said notice shall be confirmed in writing by carrier, stating the time, date and amount of any applicable storage charges. Storage charges shall not begin until 48 hours after carrier's written notification, exclusive of Saturdays, Sundays and business holidays declared by any of the parties hereto. Shipper shall give disposition instructions to carrier within 48 hours of its receipt of carrier's notice. If disposition instructions are not received within 48 hours of the first attempted notice, carrier will issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days, carrier shall advertise in two newspapers of general circulation for two consecutive weeks that the goods on hand will be offered for sale at a general auction, stating the time and place of said sale. No later than 10 days prior to the auction, carrier shall send a copy of the auction notice to shipper, and all others with an interest in the property, via facsimile transmission when published.
12. Where property transported to the destination stated in this bill of lading is refused by the consignee or party entitled to receive it, or said consignee or party entitled to receive the property fails to receive it promptly, carrier may, in its reasonable discretion, to prevent deterioration or further damage, sell the property to the best advantage at private or public sale in accordance with applicable law; 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 requires, before the property is sold, including telephone or facsimile transmission.
13. The proceeds of any property sale made under this bill of lading shall be applied by carrier: first, to the payment of freight, demurrage, storage and any other lawful charges; and second, to the expense of notice, advertisement, sale and other reasonable and necessary expense of caring for and maintaining the property, if proper care of the property requires special expense. Should there be a balance remaining after all charges and expenses are paid, such balance shall be paid to the owner of the property sold hereunder.
14. Upon delivery of the shipment, carrier shall obtain a receipt showing the kind, quantity and condition of the property delivered to the consignee. Notice of loss or damage shall be given to carrier on the delivery receipt by the consignee and confirmed by the driver. Concealed loss or damage shall be reported to the delivering carrier within 15 working days, unless the claimant explains why the loss or damage could not reasonably have been reported within 15 days. When notice has first been given to carrier after 15 days, claimant shall offer proof that the loss or damage did not occur after delivery to consignee, and carrier shall resolve the claim in light of the proof.
15. Carrier shall be liable for damages caused by the non-receipt of any part of the property shown in this bill of lading or by the failure of the property to correspond with the description contained on the face of the bill of lading, including the number of shipping units or packages noted on the face of the bill of lading. Carrier shall deliver the property in the same condition or unitized package as tendered at origin. If the property is loaded by shipper and carrier is not given an opportunity to inspect and count the shipment prior to acceptance by carrier, the bill of lading must be noted "SL&C" (Shipper Load & Count). When less-than-truckload shipments are loaded and counted by shipper, such shipments will be inspected and counted by carrier at its first breakbulk point and all discrepancies shall be reported immediately in writing to shipper.
16. Carrier will not carry or be liable for any documents, coin money or for any articles of extraordinary value, unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.
17. If transportation is arranged through a freight forwarder or broker, carrier designates such entity as its agent for purposes of collecting payment of freight charges. Carrier agrees to seek payment of its rates and charges exclusively from the entity from which it accepted the shipment and expressly waives any collection rights or other remedies otherwise available, including any right to seek payment of rates and charges from the shipper or consignee.
18. Any alteration or addition to this bill of lading after its issuance, without written authorization from shipper, is void. However the original terms of the bill of lading are enforceable.