



Bill to:
CROWLEY LOGISTICS INC

Invoice Date: 05/16/2024
Invoice #: 30004181
Terms: NET 30
Due Date: 06/16/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/15/2024		35 RIX MILLS, NEW CONCORD, O - 2061 S C L DR, JACKSONVILLE, FL			
			1	\$1,900.00	\$1,900.00

TOTAL
\$1,900.00

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

Crowley Logistics, Inc.
9487 Regency Square Blvd
Jacksonville, FL 32225
(904) 727-2200



30004181
Page 1

Load Confirmation

Date: 05/15/2024 0757

Carrier
Royal3 Inc
Chicago, IL 60638

Crowley Contact
Contact: Angela Smith
Phone: 904-726-3399
Fax: Angela.I.Smith@crowley.com

Linehaul: \$1,900.00
Fuel: \$0.00
Accessorial(s): \$0.00
Total Truck Pay: \$1,900.00

Order: 30004181
Hazmat: N
Temp:

Weight: 44000.0lbs
Commodity: FAK
BOL: 7353160

Miles: 758.0
Trailer: Van (DAT)
Consignee Ref:

PU 1 **Name:** COLGATE PALMOLIVE C - CUST
 Address: 35 RIX MILLS
 NEW CONCORD, O

Appt Start: 05/15/2024 1030
Appt End: 05/15/2024 1030

Contact:
Phone:

SO 2 **Name:** CROWLEY LOGISTICS I - LOGS
 Address: 2061 S C L DR
 JACKSONVILLE, FL

Appt Start: 05/16/2024 1130
Appt End: 05/16/2024 1130

Contact:
Phone:

Reference Number: BN EDI2
Reference Number: CO 9000070588
Reference Number: CO 9000070588
Reference Number: CO CAT235795001240514
Reference Number: HO N
Reference Number: JH 0211702-60
Reference Number: JH JAXL6
Reference Number: JH JAXL6
Reference Number: JH SAL4039S
Reference Number: SCAMCLEOD
Reference Number: SCAMCLEOD
Reference Number: SCASHP
Reference Number: SCASHP
Reference Number: WM 20000

Reference Number: WU 202405171200
Reference Number: SCAMCLEOD
Reference Number: SCAMCLEOD
Reference Number: SCASHP
Reference Number: SCASHP

Carrier Instructions and Requirements: This form must be completed and returned before driver can be loaded.
Special instructions:

Attention: **lmeadm**



Date: 05/15/2024

BILL OF LADING

Page: 1

SHIP FROM		SHIP TO	
Name: Colgate	Address: 35 Rix Mills Road	City/State/Zip: New Concord, OH 43762	SID#: FOB: <input type="checkbox"/>
Name: COLGATE-PALMOLIVE COMPANY DISTR. LLC	Address: METRO OFFICE PARK, STREET 1, BUILDING 8,	City/State/Zip: GUAYNABO, 00968-1705	CID#: FOB: <input type="checkbox"/>
Name: Colgate c/o Transplace		Address: P.O. Box 425	
City/State/Zip: Lowell, AR. 72745		CID#: FOB: <input type="checkbox"/>	
SPECIAL INSTRUCTIONS:			
DELIVERY BY TIME: 06/03/2024 03:00 AM		Freight Charge Terms: (freight charges are prepaid unless marked otherwise)	
		Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/>	
		<input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of Lading (check box)	

CUSTOMER ORDER INFORMATION				
CUSTOMER ORDER NUMBER	# PKGS	WEIGHT	PALLET/SLIP	ADDITIONAL SHIPPER INFO
4504250219	1380	41194.5 lbs	Y N	0081745099 Stop# 1
GRAND TOTAL	1380	41194.5 lbs		

CARRIER INFORMATION									
SHIPPED		PACKAGE		WEIGHT	VOLUME	H.M. (X)	COMMODITY DESCRIPTION	LTL ONLY	
QTY	TYPE	QTY	TYPE					NMFC #	CLASS
28	PAL	1380	CAS	43014.5 lbs	1398		Toilet Preparations	59420-2	85
28		1380		43014.5 lbs	1398		GRAND TOTAL		

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

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 rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

SHIPPER SIGNATURE/DATE

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 DOT.

Trailer Loaded: Freight Counted:

☒ By Shipper ☐ By Shipper

☐ By Driver ☐ By Driver/pallets said to contain

☐ By Driver/Pieces

CARRIER SIGNATURE/PICKUP DATE

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.

Property described above is received in good Order, except as noted.

Carrier ROYAL 3

Driver Name ALEXANDRO

Driver Signature [Signature]

Date 05/15/24

Date: 05/15/2024

SUPPLEMENT TO THE BILL OF LADING

Page: 2

CP Delivery#: 0081745099

CP PO#: 4504250219

Bill of Lading Number:

9000070588

CARRIER INFORMATION

SHIPPED		WEIGHT	H.M. (X)	SKU#	ITEM DESCRIPTION	GTIN CODE
QTY	TYPE					
48	CS	930.672 lbs		61018228	FABULOSO 48F CS SP AB PINE	10035000995039
126	CS	1376.676		61035670	POL DSH ULT 8.4F CS SP OXY DEGREASER	10827854010569
126	CS	1461.096		61035669	POL DSH ULT 8.4F CS SP ORIGINAL	10827854010033
70	CS	1476.09 lbs		US06448A	POL ULT 32.5F CS SP PURE CLR FRAGRNC	10035000972481
114	CS	1610.934		US04230A	POL ULTRA 20F CS SP S/T ALOE	10035000450446
140	CS	2952.18 lbs		US04272A	POL ULTRA 32.5F CS SP PURE+CLR	10035000450682
756	CS	31386.852		61030934	POL DSH EC 4/4.27L CS SP SALT	10827854007217
28	PL	1820 lbs		P099700	CHEP Pallet	
1408		43014.5 lbs			ORDER TOTALS	1408

RECEIVED, subject to the motor carrier agreement (the "Agreement") in effect on the date of the movement between COLGATE-PALMOLIVE COMPANY or its affiliate ("Shipper") named on the first page of this non-negotiable bill of lading ("bill of lading") and Carrier or between Carrier and another party, and not subject to any of Carrier's tariffs, classifications or rules, the Shipment (as hereinafter defined), in good order, except as noted, marked, consigned and destined as shown herein, which Carrier agrees to carry to destination.

The terms and conditions of the Agreement shall control the transportation evidenced by this bill of lading. If the Agreement is in effect, this bill of lading shall serve as a receipt only for the goods being transported (the "Shipment"). If no Agreement is in effect, then the Shipment shall be transported by Carrier pursuant to all of the terms of this bill of lading.

This bill of lading is non-negotiable and may not be used for transfer of ownership of the Shipment. If a "Pro Slicker", which purports to change the terms and conditions stated in this bill of lading, is attached, it shall have no binding effect upon the terms of this bill of lading.

The obligations of Carrier signing this bill of lading are as follows:

(a) Broker as Agent of Carrier. If the services provided by Carrier for this Shipment were arranged through a broker, then Carrier designates the broker as its agent for the collection of freight charges. Upon Shipper's payment of freight charges to the broker, Carrier shall have no claim against Shipper or any consignee for the freight charges.

(b) Safety Rating. Carrier certifies and warrants that it currently has in effect a "Satisfactory" rating from the FMCSA. If Carrier has no safety rating, it must notify Shipper of that fact before accepting a shipment.

(c) Payment. Unless Shipper has contracted with a broker for services provided by Carrier, Shipper will pay Carrier within 30 days from the receipt of Carrier's invoice for Carrier's services. All charges pertaining to the transportation of the Shipment shall be deemed as prepaid by Shipper unless otherwise indicated by marking the "Collect" box in the "Freight Charge Terms" section of this bill of lading, in which case, Carrier agrees to collect all freight and other charges from the party indicated in the "Bill To Party" section and Shipper shall have no liability for and shall be held harmless from any freight charges or other charges. Carrier will be paid the rate and charges agreed upon by Shipper and Carrier for this Shipment and not the rates or charges contained in Carrier's tariffs, classifications or rules. Carrier waives any lien that it may otherwise have on this Shipment.

(d) Proof of Shipment's Condition. Carrier, upon receipt of the Shipment, must note any damage to the Shipment on this bill of lading. The absence of any written damage notation or limitations in inspecting the Shipment on the front of this bill of lading shall create a presumption that the Shipment was delivered to Carrier in good order and condition. Carrier shall be liable for delivering the number of cases, packages, units, etc. noted on this bill of lading, and shall deliver the Shipment in the same condition and unitized package as received by Carrier.

(e) Shipment Security. Containers or equipment received with broken, missing or unreadable seals, or seal numbers that are different than those noted on this bill of lading may be rejected by Shipper in its sole discretion and Carrier will be liable for any loss or damage incurred by Shipper as a result of such seals or seal numbers.

(f) Damages. Carrier shall be liable for the invoice value, excluding any trade discounts, of any Shipment that is damaged or lost by Carrier. Shipper shall also be entitled to include in its claims, Shipper's labor costs, product destruction costs and other costs, which Shipper can reasonably demonstrate resulted from such damage or loss. Carrier shall be responsible for payment of any claim for loss and/or damages to Shipper regardless of Carrier's claim status with its insurance company. Carrier shall also be responsible for all other costs of a claim, including, but not limited to, the cost of experts, reasonable attorneys' fees and costs, and any additional costs incurred to transport the Shipment. Carrier's liability shall not be subject to the rules of contributory or comparative negligence. In the event this Shipment has been arranged by a broker and the Carrier has damaged Shipper's freight, the responsibilities of the broker are the same as Carrier's responsibilities as stated in the Agreement with broker.

(g) Independent Contractor. All activities performed by Carrier under the terms of this bill of lading shall be carried on by Carrier as an independent contractor and not as an agent for or employee of Shipper, and nothing contained elsewhere in this bill of lading shall be construed to be inconsistent with Carrier's status as an independent contractor.

(h) Delivery. Shipper and Carrier both understand and agree that time is of the essence in the performance of the transportation services specified in this bill of lading.

Carrier will transport all Shipments tendered pursuant to this bill of lading or Agreement to the specified consignee(s) at the specified destination at the specified time, or if time has not been specified, then with reasonable dispatch. Carrier will transmit to Shipper via Electronic Data Interchange ("EDI"), or other means as directed by Shipper, information related to appointments, delivery dates, order information, claims or proof of deliveries.

(i) Handling of Product. Carrier agrees to transport the Shipment in strict compliance with instructions provided by Shipper in this bill of lading or otherwise. The Carrier must not leave the Shipment unattended in unsecured locations. The Carrier shall preserve the chain of custody for the Shipment.

(j) No Assignment or Subcontracting. Carrier shall transport all Shipments from origin to destination. Carrier will not use substitute transportation. Carrier shall not broker, inter-line, assign, transfer or delegate its responsibilities under this bill of lading to another motor or rail carrier, broker or third party for delivery without Shipper's written permission. This requirement does not apply to use by Carrier of local cartage agents, if reasonably necessary, which will be deemed a subcontractor of Carrier. In all events, Carrier will remain responsible to Shipper for fulfillment of all of Carrier's obligations under this bill of lading. If Shipper fails to pay a subcontractor in a timely manner, Shipper shall have the right, but not the obligation, to pay any subcontractor directly and deduct the amount otherwise due to Carrier for any and all Shipments.

(k) Indemnification. Carrier agrees to indemnify, defend and hold harmless Shipper, its officers, directors, employees, shareholders, agents, representatives, suppliers and customers against any and all claims, demands, actions, causes of action and all liability, loss, cost, damage, and expense (including reasonable attorneys' fees) whether actual, pending or threatened, Shipper may incur as a result of (i) a breach of any representation or warranty made by Carrier hereunder or (ii) any act or deed, whether by way of tort or contract, committed or omitted by Carrier, its employees, agents and/or subcontractors in its/their performance under this bill of lading, except to the extent such acts or deeds were committed or omitted by Carrier in reliance on instructions by Shipper under this bill of lading. Nothing in this Section shall require Carrier to indemnify Shipper against any claim or liability to the extent it results from the negligence or willful misconduct of Shipper.

(l) Salvage. Carrier is not permitted to salvage Shipper's products. All Shipments transported under this bill of lading shall remain the sole and exclusive property of Shipper notwithstanding the payment of any claim for damages to the Shipment. None of the Shipment, including, without limitation, any lost or stolen freight recovered by Carrier or its agents or damaged or expired freight, shall be transferred or delivered by Carrier to any person or entity except as directed in writing by Shipper or on this bill of lading.

(m) Failure to Deliver. If the Shipment is refused by the consignee, the Carrier shall immediately notify Shipper and follow Shipper's instructions regarding the redelivery or storage of the Shipment. Carrier shall be liable for any and all damage incurred by Shipper as a result of failing to deliver the Shipment.

(n) No Waiver. Except as otherwise expressly stated herein, Shipper does not waive any rights and remedies which it has at law or in equity. In the event that any statute, law, or regulation is in conflict with or differs from the terms and conditions in this bill of lading, the terms and conditions of this bill of lading will apply to the extent that they are not in violation of any law, statute or regulation.


(o) Set-off. Shipper may, with or without notice to Carrier, set off against past, current and future amounts due by Shipper to Carrier hereunder all (i) damages, costs, expenses and obligations sustained or incurred by Shipper by reason of Carrier's default, and (ii) all amounts owed by Carrier to Shipper under any indemnification obligation in this bill of lading or otherwise.

Each Shipment must be handled in compliance with Shipper's instructions, including, but not limited to, the following:

DRIVER'S INSTRUCTIONS:

1. Shipper will load, count, apply seals and record seal number(s) on the bill of lading.
2. Before sealing, driver will check load for proper, safe loading, if possible.
3. Driver will print and sign his/her name for the number of pieces, cases, pallets, etc. loaded, where indicated.
4. Driver will record any exceptions to product condition or count.
5. Driver will read and follow special instructions, if any.
6. Driver will call Shipper at the number on this bill of lading if the Shipment is delayed, damaged or stolen, if the seal is accidentally broken or if consignee refuses to accept the shipment.
7. If the seal number has been changed, driver will record a new seal number and reason for breaking of original seal.
8. Driver or driver's dispatch will, prior to delivery, call for an appointment, as indicated on this bill of lading.
9. Driver will write "Seals Intact" on delivery receipt if consignee agrees.
10. Driver will ensure that trailer will be clean and free of debris, pest infestation, dunnage, mold, undesirable odors, toxic chemicals or waste, and anything that may contaminate or adulterate food products.
11. Driver will ensure that trailer will be free of holes, leaky door seals, nails, broken floors, etc.
12. Driver will ensure that mechanical refrigeration units in refrigerated trailers will be in good working order to maintain the temperature required



Date: 05/15/2024		BILL OF LADING		Page: 1	
SHIP FROM		Bill of Lading Number: 9000070588			
Name: Colgate					
Address: 35 Rix Mills Road		CP Delivery#0081745099			
City/State/Zip: New Concord, OH 43762		CARRIER NAME: CROWLEY			
SID#: _____		Trailer number: 03262			
FOB: <input type="checkbox"/>		Seal_Nbr: 4988467			
SHIP TO		PO#: 4504250219			
Name: COLGATE-PALMOLIVE Location #: _____		CP DELIVERY#: 0081745099			
Address: METRO OFFICE PARK, STREET 1, BUILDING 8,		SHIPMENT#: 9000070588			
City/State/Zip: GUAYNABO, 00968-1705		SCAC: CPRC			
CID#: _____		Pro number: _____			
THIRD PARTY FREIGHT CHARGES BILL TO		Freight Charge Terms:			
Name: Colgate c/o Transplace		(freight charges are prepaid unless marked otherwise)			
Address: P.O. Box 425		Prepaid <input checked="" type="checkbox"/> Collect <input type="checkbox"/> 3rd Party <input type="checkbox"/>			
City/State/Zip: Lowell, AR. 72745					
SPECIAL INSTRUCTIONS:					
DELIVERY BY 06/03/2024		<input type="checkbox"/> Master Bill of Lading: with attached underlying Bills of			
TIME 03:00 AM		(check box) Lading			

CUSTOMER ORDER INFORMATION									
CUSTOMER ORDER NUMBER		# PKGS	WEIGHT	PALLET/SLIP		ADDITIONAL SHIPPER INFO			
4504250219		1380	41194.5 lbs	Y	N	0081745099 Stop# 1			
GRAND TOTAL		1380	41194.5 lbs						
CARRIER INFORMATION									
SHIPPED		PACKAGE		WEIGHT	VOLUME	H.M. (X)	COMMODITY DESCRIPTION	LTL ONLY	
QTY	TYPE	QTY	TYPE				NMFC #	CLASS	
28	PAL	1380	CAS	43014.5 lbs	1398		Toilet Preparations	59420-2	85
28		1380		43014.5 lbs	1398		GRAND TOTAL		
Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."						COD Amount: \$ Fee Terms: Collect <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/>			
NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).									
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 rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.						The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Shipper Signature _____			
SHIPPER SIGNATURE/DATE 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 DOT.				Trailer Loaded: Freight Counted: <input checked="" type="checkbox"/> By Shipper <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver <input type="checkbox"/> By Driver/pallets said to contain <input type="checkbox"/> By Driver/Pieces		CARRIER SIGNATURE/PICKUP DATE 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. Property described above is received in good Order, except as noted.			

Carrier ROYAL 3
Driver Name ALEXANDRO
Driver Signature [Signature]
Date 05/15/24

Carlos 5/16/24
28 PL

Date: 05/15/2024

SUPPLEMENT TO THE BILL OF LADING

Page: 2

CP Delivery#: 0081745099

CP PO#: 4504250219

Bill of Lading Number:

9000070588

CARRIER INFORMATION

SHIPPED		WEIGHT	H.M. (X)	SKU#	ITEM DESCRIPTION	GTIN CODE
QTY	TYPE					
48	CS	930.672 lbs		61018228	FABULOSO 48F CS SP AB PINE	10035000995039
126	CS	1376.676		61035670	POL DSH ULT 8.4F CS SP OXY DEGREASER	10827854010569
126	CS	1461.096		61035669	POL DSH ULT 8.4F CS SP ORIGINAL	10827854010033
70	CS	1476.09 lbs		US06448A	POL ULT 32.5F CS SP PURE CLR FRAGRANCE	10035000972481
114	CS	1610.934		US04230A	POL ULTRA 20F CS SP S/T ALOE	10035000450446
140	CS	2952.18 lbs		US04272A	POL ULTRA 32.5F CS SP PURE+CLR	10035000450682
756	CS	31386.852		61030934	POL DSH EC 4/4.27L CS SP SALT	10827854007217
28	PL	1820 lbs		P099700	CHEP Pallet	
1408		43014.5 lbs			ORDER TOTALS	1408

Additional Terms and Conditions

RECEIVED, subject to the motor carrier agreement (the "Agreement") in effect on the date of the movement between COLGATE-PALMOLIVE COMPANY or its affiliate ("Shipper") named on the first page of this non-negotiable bill of lading ("bill of lading") and Carrier or between Carrier and another party, and not subject to any of Carrier's tariffs, classifications or rules, the Shipment (as hereinafter defined), in good order, except as noted, marked, consigned and destined as shown herein, which Carrier agrees to carry to destination.

The terms and conditions of the Agreement shall control the transportation evidenced by this bill of lading. If the Agreement is in effect, this bill of lading shall serve as a receipt only for the goods being transported (the "Shipment"). If no Agreement is in effect, then the Shipment shall be transported by Carrier pursuant to all of the terms of this bill of lading.

This bill of lading is non-negotiable and may not be used for transfer of ownership of the Shipment. If a "Pro Sticker", which purports to change the terms and conditions stated in this bill of lading, is attached, it shall have no binding effect upon the terms of this bill of lading.

The obligations of Carrier signing this bill of lading are as follows:

(a) Broker as Agent of Carrier. If the services provided by Carrier for this Shipment were arranged through a broker, then Carrier designates the broker as its agent for the collection of freight charges. Upon Shipper's payment of freight charges to the broker, Carrier shall have no claim against Shipper or any consignee for the freight charges.

(b) Safety Rating. Carrier certifies and warrants that it currently has in effect a "Satisfactory" rating from the FMCSA. If Carrier has no safety rating, it must notify Shipper of that fact before accepting a shipment.

(c) Payment. Unless Shipper has contracted with a broker for services provided by Carrier, Shipper will pay Carrier within 30 days from the receipt of Carrier's invoice for Carrier's services. All charges pertaining to the transportation of the Shipment shall be deemed as prepaid by Shipper unless otherwise indicated by marking the "Collect" box in the "Freight Charge Terms" section of this bill of lading, in which case, Carrier agrees to collect all freight and other charges from the party indicated in the "Bill To Party" section and Shipper shall have no liability for and shall be held harmless from any freight charges or other charges. Carrier will be paid the rate and charges agreed upon by Shipper and Carrier for this Shipment and not the rates or charges contained in Carrier's tariffs, classifications or rules. Carrier waives any lien that it may otherwise have on this Shipment.

(d) Proof of Shipment's Condition. Carrier, upon receipt of the Shipment, must note any damage to the Shipment on this bill of lading. The absence of any written damage notation or limitations in inspecting the Shipment on the front of this bill of lading shall create a presumption that the Shipment was delivered to Carrier in good order and condition. Carrier shall be liable for delivering the number of cases, packages, units, etc. noted on this bill of lading, and shall deliver the Shipment in the same condition and unitized package as received by Carrier.

(e) Shipment Security. Containers or equipment received with broken, missing or unreadable seals, or seal numbers that are different than those noted on this bill of lading may be rejected by Shipper in its sole discretion and Carrier will be liable for any loss or damage incurred by Shipper as a result of such seals or seal numbers.

(f) Damages. Carrier shall be liable for the invoice value, excluding any trade discounts, of any Shipment that is damaged or lost by Carrier. Shipper shall also be entitled to include in its claims, Shipper's labor costs, product destruction costs and other costs, which Shipper can reasonably demonstrate resulted from such damage or loss. Carrier shall be responsible for payment of any claim for loss and/or damages to Shipper regardless of Carrier's claim status with its insurance company. Carrier shall also be responsible for all other costs of a claim, including, but not limited to, the cost of experts, reasonable attorneys' fees and costs, and any additional costs incurred to transport the Shipment. Carrier's liability shall not be subject to the rules of contributory or comparative negligence. In the event this Shipment has been arranged by a broker and the Carrier has damaged Shipper's freight, the responsibilities of the broker are the same as Carrier's responsibilities as stated in the Agreement with broker.

(g) Independent Contractor. All activities performed by Carrier under the terms of this bill of lading shall be carried on by Carrier as an independent contractor and not as an agent for or employee of Shipper, and nothing contained elsewhere in this bill of lading shall be construed to be inconsistent with Carrier's status as an independent contractor.

(h) Delivery. Shipper and Carrier both understand and agree that time is of the essence in the performance of the transportation services specified in this bill of lading.

Carrier will transport all Shipments tendered pursuant to this bill of lading or Agreement to the specified consignee(s) at the specified destination at the specified time, or if time has not been specified, then with reasonable dispatch. Carrier will transmit to Shipper via Electronic Data Interchange ("EDI"), or other means as directed by Shipper, information related to appointments, delivery dates, order information, claims or proof of deliveries.

(i) Handling of Product. Carrier agrees to transport the Shipment in strict compliance with instructions provided by Shipper in this bill of lading or otherwise. The Carrier must not leave the Shipment unattended in unsecured locations. The Carrier shall preserve the chain of custody for the Shipment.

(j) No Assignment or Subcontracting. Carrier shall transport all Shipments from origin to destination. Carrier will not use substitute transportation. Carrier shall not broker, inter-line, assign, transfer or delegate its responsibilities under this bill of lading to another motor or rail carrier, broker or third party for delivery without Shipper's written permission. This requirement does not apply to use by Carrier of local cartage agents, if reasonably necessary, which will be deemed a subcontractor of Carrier. In all events, Carrier will remain responsible to Shipper for fulfillment of all of Carrier's obligations under this bill of lading. If Shipper fails to pay a subcontractor in a timely manner, Shipper shall have the right, but not the obligation, to pay any subcontractor directly and deduct the amount otherwise due to Carrier for any and all Shipments.

(k) Indemnification. Carrier agrees to indemnify, defend and hold harmless Shipper, its officers, directors, employees, shareholders, agents, representatives, suppliers and customers against any and all claims, demands, actions, causes of action and all liability, loss, cost, damage, and expense (including reasonable attorneys' fees) whether actual, pending or threatened, Shipper may incur as a result of (i) a breach of any representation or warranty made by Carrier hereunder or (ii) any act or deed, whether by way of tort or contract, committed or omitted by Carrier, its employees, agents and/or subcontractors in its/their performance under this bill of lading, except to the extent such acts or deeds were committed or omitted by Carrier in reliance on instructions by Shipper under this bill of lading. Nothing in this Section shall require Carrier to indemnify Shipper against any claim or liability to the extent it results from the negligence or willful misconduct of Shipper.

(l) Salvage. Carrier is not permitted to salvage Shipper's products. All Shipments transported under this bill of lading shall remain the sole and exclusive property of Shipper notwithstanding the payment of any claim for damages to the Shipment. None of the Shipment, including, without limitation, any lost or stolen freight recovered by Carrier or its agents or damaged or expired freight, shall be transferred or delivered by Carrier to any person or entity except as directed in writing by Shipper or on this bill of lading.

(m) Failure to Deliver. If the Shipment is refused by the consignee, the Carrier shall immediately notify Shipper and follow Shipper's instructions regarding the redelivery or storage of the Shipment. Carrier shall be liable for any and all damage incurred by Shipper as a result of failing to deliver the Shipment.

(n) No Waiver. Except as otherwise expressly stated herein, Shipper does not waive any rights and remedies which it has at law or in equity. In the event that any statute, law, or regulation is in conflict with or differs from the terms and conditions in this bill of lading, the terms and conditions of this bill of lading will apply to the extent that they are not in violation of any law, statute or regulation.

(o) Set-off. Shipper may, with or without notice to Carrier, set off against past, current and future amounts due by Shipper to Carrier hereunder all (i) damages, costs, expenses and obligations sustained or incurred by Shipper by reason of Carrier's default, and (ii) all amounts owed by Carrier to Shipper under any indemnification obligation in this bill of lading or otherwise.

Each Shipment must be handled in compliance with Shipper's instructions, including, but not limited to, the following:

DRIVER'S INSTRUCTIONS:

1. Shipper will load, count, apply seals and record seal number(s) on the bill of lading.
2. Before sealing, driver will check load for proper, safe loading, if possible.
3. Driver will print and sign his/her name for the number of pieces, cases, pallets, etc. loaded, where indicated.
4. Driver will record any exceptions to product condition or count.
5. Driver will read and follow special instructions, if any.
6. Driver will call Shipper at the number on this bill of lading if the Shipment is delayed, damaged or stolen, if the seal is accidentally broken or if consignee refuses to accept the shipment.
7. If the seal number has been changed, driver will record a new seal number and reason for breaking of original seal.
8. Driver or driver's dispatch will, prior to delivery, call for an appointment, as indicated on this bill of lading.
9. Driver will write "Seals Intact" on delivery receipt if consignee agrees.
10. Driver will ensure that trailer will be clean and free of debris, pest infestation, dunnage, mold, undesirable odors, toxic chemicals or waste, and anything that may contaminate or adulterate food products.
11. Driver will ensure that trailer will be free of holes, leaky door seals, nails, broken floors, etc.
12. Driver will ensure that mechanical refrigeration units in refrigerated trailers will be in good working order to maintain the temperature required