

**Bill to:**

Fitzmark

,
,
,

Invoice Date: 05/31/2024

Invoice #: 1585149

Terms: NET 30

Due Date: 07/01/2024

Date	Customer Ref #	Origin - Destination	Quantity	Rate	Amount
05/30/2024		951 S. Town East Mesquite, TX 75149 - 3022 LA-743, Opelousas, LA 70570, USA			
			1	\$800.00	\$800.00

TOTAL
\$800.00

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

FITZMARK

Load Confirmation

Order# 1585149

 Van or Reefer

Cargo Value of \$100,000.00

Special Instructions

Customer Notes

MACROPOINT REQUIRED - \$300 fine for failing to do so *POD MUST be signed or stamped w/date from receiver in order to receive payment* *LOAD WEIGHT: driver MUST be able to haul the agreed weight & must report being overweight right away with a scale ticket or there will be a \$500 fine* *PROTECT FROM FREEZE REQUIRED WHEN THE TEMPERATURE DROPS BELOW FREEZING* *POSSIBLE LUMPER AT DELIVERY -- MUST be reported within 72 hrs for reimbursement* *POD MUST be submitted within 24 hrs of delivery or there will be a \$100 deduction -- POD(s) MUST have the receiver's signature or stamp w/date * *DETENTION: must advise at 2 hr mark from appt time to be eligible for pay after 3 free hours (DET/layover does not apply at FCFS facilities). Times MUST be written & signed by warehouse and sent within 24 hrs after unloading & all requirements above MUST be met or it will be denied.*

PLEASE SIGN AND EMAIL TO
cwilliamson@fitzmark.com

OR FAX TO 3178133920

Signature *Bill Carson*

Name

Date

Driver's Name

Driver's Cell

Truck#

Trailer#

By signing, I acknowledge that I have read and understand the terms and conditions that FitzMark Indianapolis has set forth on this contract. I also understand that failure to adhere to these terms and conditions may result in a rate reduction at the discretion of FitzMark.

Ask about our QuickPay for 3%

Direct deposit available!

Contact accounting@fitzmark.com

ZIGI FREIGHT INC

MC# 944686

☎ 630.485.7370

☎ 630.485.6980

bill

☎ 630.485.7370

✉ bill@royal3inc.com

FitzMark - MC# 586603

950 Dorman St. Indianapolis, IN 46202

☎ 317.981.1397

☎ 866.944.8717

Camden Williamson

☎ 317.981.1397 X 273

✉ cwilliamson@fitzmark.com

Shipment Stops

<div>A</div>	Novamex Mesquite (AKA PRIME DIST SVC)			MAY 30, 2024
	951 S. Town East Mesquite, TX 75149			15:00 - Appointment
<div>⬆</div>				REF#
PICK	42,238 lbs	33 Pallets	53 Feet	jarritos drinks 696894-696912
<div>B</div>	WALMART DC #6048 (OPELOUSAS, LA)			MAY 31, 2024
	3022 HWY 743 Opelousas, LA 70570			06:00 - Appointment
<div>⬇</div>				REF#
DROP	42,238 lbs	33 Pallets		jarritos drinks 27067794
*Drop Note-PO: 5630149416 PO: 8281419130 31 May 2024, 06:00 AM				

This agreement is subject to the terms of the carrier agreement previously executed between our companies

1. Driver MUST call when loaded at pickup location and empty with verbal proof of delivery
2. Delivery date and times are contractual. If driver is unable to adhere to the scheduled appointment times, or if delays are expected that may hinder an on-time delivery, driver must notify FitzMark immediately prior to appointment times or incur a pay deduction of \$100 per missed appointment.
3. Signed confirmation, signed original Bill of Lading, invoice, lump sum receipt, and all other supporting documentation must be sent with or before the POD before payment will be made.
4. Lump sum must be authorized by dispatch; receipt must have the lump sum's name. If the driver anticipates detention prior to the 2 hour mark they must notify the FitzMark representative before it starts; Driver must have times in/out & signature on BOL and provide proof of detention (signed bills) within 24 hours.
5. Carrier is responsible for all freight and accessorial charges not sent within 10 days (or accessorial charges sent after the POD).
6. This rate is inclusive of all charges.
7. Payment terms are net 30 days.
8. Carrier is responsible for verifying load/skid count and temperature for all shipments. Discrepancies must be noted and reported back to FitzMark immediately, prior to departure.
9. If you require FitzMark to cut a T-Check for you for any reason, there will be a \$15 processing fee.
10. Driver must arrive with a clean, dry, hole-free trailer - or be subject to refusal with no compensation.
11. Freight is to be run dedicated with no additional freight or consolidation unless specifically noted "Partial" or "LTL" on this rate confirmation.
12. Carrier must comply with the FDA's Food Safety Modernization Act on regulated moves
13. Driver is responsible for confirming the safe and appropriate loading of freight on their trailer. If freight is loaded in such a way that damage might be incurred due to shifting during transit, it is the driver's responsibility to have the shipper rework the product.
14. Carrier shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier, or in substituted service by rail or other modes of transportation without the prior written consent of FitzMark. Any unauthorized substitution of service or co-brokering will result in forfeiture or deduction of freight charges due.
15. It is the driver's responsibility to ensure trailer is sealed prior to departing any location that has loaded or left freight on the trailer. Driver, under no circumstances, is to remove the seal from the trailer without direct authorization from FitzMark. Removal of seal will result in forfeiture of contracted payment and claim filing for all freight on trailer.

Types	Units	Rate	Subtotal
Line Haul	1	\$800.00	\$800.00

USD Total (All inclusive Rate - ICL FUEL SURCHARGES)	POD without supporting accessorial documents	\$800.00
	POD with supporting accessorial documents	\$800.00

** Please email your invoices & complete paperwork to accounting@fitzmark.com. Please Include the FitzMark Load Number in the Subject Line.

** Coming soon: FitzMark is partnering with TriumphPay Payments to get you paid faster and make both our back offices more efficient!

** Carriers will not be eligible for Quick Pay until 30 days after their first successfully delivered load.

** NOAs should be sent to NOA@fitzmark.com to ensure timely and accurate payment.

** For Payment Questions, Email accounting@fitzmark.com or call 317.475.0960 ext 199.

*** FitzMark has 24-hour coverage! For afterhours updates or emergencies, please call 866.944.8717 or email afterhours@fitzmark.com for assistance.

** For QuickPay, please claim your TriumphPay Payments profile and update your payment type to QuickPay.

APPT. REQUIRED
Bill of Lading

DRIVER DOOR-14

CARRIER: USL

Order No: 696894
Date: 2024/05/30 04:51 PM

TO: 137-WAL-MART DC 6048R-REGULAR
3024 HWY 743
OPELOUSAS, LA 70570
Customer PO#: 5630149416

QR ORDER:



FROM: Novamex Mesquite
951 S TOWN EAST BLVD
Mesquite, TX 75149
214 341 7650

FOODSTUFF NMFC 73227-00 CLASS 60

Invoice Prisma:

VEHICLE NUMBER: W99429

Total Pallets	Total Cases	Item Code	Description of articles, special marks and exceptions	Weight
2	150	010101	Jarritos Mandarin 1.5 Lt	4380 LBS
1	75	010102	Jarritos Tamarind 1.5 Lt	2231.25 LBS
3	330	020802	Mineragua 12.5 oz 12 Pack	5527.5 LBS
1	75	040104	Sidral Mundet 1.5 Lt	2235.75 LBS

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NOTES

Hecho en Mexico

Tracking Number: -

Total Weight: 14374.5 LBS

Blanket No:

SL: 326267

Remit COD To Address: City: State: Zip:		COD ATM: \$	C.O.D. FEE: Prepaid Collect <input type="checkbox"/> \$	TOTAL CHARGES: \$
<small>If the shipment moves between two ports by the carrier by water, the law requires that the bill of lading shall state whether it is carriers or shippers weight. Note: where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated to be the shipper to be not exceeding _____ per _____.</small>		<small>Subject to Section 7 of condition if this shipment is to be delivered to the consignee without recourse on the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</small> (Signature of Consignee)		<small>FREIGHT CHARGES: FREIGHT PREPAID: Except when box of right is checked <input type="checkbox"/></small> <small>CHECK BOX if charges are to be collect.</small>
<small>RECEIVED: subject to the specifications and tariffs in effect on the date of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents or packages unknown), marked, consigned, and destined as indicated above, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route or destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 100) which are hereby agreed to by the shipper and accepted for himself and his assigns.</small>				
<small>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, PHS.</small>				
SHIPPER: NAME: DATE:		CARRIER: NAME: DATE:		
EMERGENCY RESPONSE TELEPHONE NUMBER: ()		SIGNATURE: MONITORED AT ALL TIMES THE HAZARDOUS MATERIALS IS IN TRANSPORTATION, INCLUDING STORAGE INCIDENTAL TO TRANSPORTATION (172.604)		

Trailer Control Record

DC#: 6048

TCR: d09902ae-170b-4441-92fc-4215fc848afe

Trailer Number	Carrier	Delivery Number	Appointment Time	Arrival Date
99429	FZMK	27067794	05/31/2024 06:00	05/31/2024 05:36:43

Arrival Information

Inbound Seal #: 326267

AP Associate: wjs004l

Comments:

Sealed at Gate: Y

Current Seal #: 92391119

Intact: N

Load ID#: 206295114

Delivery

Cases: SSTK 630 ASM 1444

Total: 2074

Receiving Dock

Door #: 444

Unloader: ajourne

Driver Arrival at Window: 05/31/2024 06:04

Assigned by: ajourne

Unload Start Time: 05/31/2024 07:30:28

Paperwork Available at Window: 05/31/2024 09:04

Closed by: bap009f

Unload End Time: 05/31/2024 08:02:57

Receiving Office

Drop: N

Commodity: DIST

Tractor #: 752

Driver Unload:

Return/Transfer

Trailer Empty: N

Return Contents:

Description:

Reason:

Seal Information

Seal Number: 92391119

Sealed By: bap009f

Receiving Office

Trailer Resealed By: bap009f

Outbound Information

AP Associate:

D/T:

Outbound Seal #:

Door Change Log

Timestamp	Event	User
05/31/2024 08:53:12	Move completed to door 6048 - 444	b0j0449

check - 5:36 am
out - 10:00 am

Trailer Control Record

DC#: 6048

TCR: d09902ae-170b-4441-92fc-4215fc848afe

Trailer Number	Carrier	Delivery Number	Appointment Time	Arrival Date
99429	FZMK	27067794	05/31/2024 06:00	05/31/2024 05:36:43

Arrival Information

Inbound Seal #: 326267

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Unload End Time: 05/31/2024 08:02:57

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Drop: N Driver Unload:

Commodity: DIST

Tractor #: 752

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Trailer Empty: N

Return Contents:

Description:

Reason:

Seal Information

Seal Number: 92391119

Scaled By: bap009f

Receiving Office

Trailer Resealed By: bap009f

Outbound Information

AP Associate:

D/T:

Outbound Seal #:

Door Change Log

Timestamp	Event	User
05/31/2024 08:53:12	Move completed to door 6048 - 444	b0j0449

CARRIER: WSL

APPT. REQUIRED
Bill of Lading

Order No: **696894**
Date: 2024/05/30 04:51 PM

TO: 137-WAL-MART DC 6048R-REGULAR
3024 HWY 743
OPELOUSAS, LA 70570
Customer PO#: 5630149416

QR ORDER:



FROM: Novamex ivesquite
951 S TOWN EAST BLVD
Mesquite, TX 75149
214 341 7650

FOODSTUFF NMFC 73227-00 CLASS 60

Invoice Prisma:

VEHICLE NUMBER: W99429

Total Pallets	Total Cases	Item Code	Description of articles, special marks and exceptions	Weight
2	150	010101	Jarritos Mandarin 1.5 Lt	4380 LBS
1	75	010102	Jarritos Tamarind 1.5 Lt	2231.25 LBS
3	330	020802	Mineragua 12.5 oz 12 Pack	5527.5 LBS
1	75	040104	Sidral Mundet 1.5 Lt	2235.75 LBS

Check - 1:00 PM
OUT - 5:00 PM

DC 6048	DATE 5/31/24
PO#	
FREIGHT BILL RECEIVED IN FULL <input checked="" type="checkbox"/>	
ITRLR#	O
TOT CS REC	S
TOT PLTS	D
TOTAL CASES/REJECTED R	
REASON	
REC#	
REC'D BY	<i>Arrian</i>
DRY HELPED UNLOAD	Y N <input checked="" type="checkbox"/>

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NOTES

Hecho en Mexico

Tracking Number: -

Total Weight 14374.5 LBS

Blanket No:

SL: 326267

Remit COD To Address: City: State: Zip:	COD ATM: \$	C.O.D. FEE: Prepaid Collect <input type="checkbox"/> \$	TOTAL CHARGES: \$
<small>*If the shipment moves between two ports by the carrier by water, the law requires that the bill of lading shall state whether it is carriers or shippers weight. Note: where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated to the shipper to be not exceeding _____ per _____.</small>		<small>Subject to Section 7 of condition if the shipment is to be delivered to the consignee without recourse on the consignor shall sign the following statement. The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges.</small> (Signature of Consignor)	
<small>RECEIVED, subject to the classifications and tariffs in effect on the date of this Bill of Lading, the property described above in apparent good order except as noted (contents and condition of contents or packages unknown, marked, consigned, and deemed as indicated above, which yield company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own water line, otherwise if delivery to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route or destination, and as to each party at any time interested in all or any said property that every service to be performed hereunder shall be subject to the conditions not prohibited by law, whether printed or written, herein contained (as specified in Appendix B to Part 633) which are hereby agreed to by the shipper and accepted for himself and his assign.</small>		<small>FREIGHT CHARGES: FREIGHT PREPAID (Except when box of right is checked) <input type="checkbox"/></small> <small>CHECK BOX if charges are to be collect</small>	
<small>This is to clarify 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, PER.</small>			
SHIPPER: NAME: DATE:		CARRIER: NAME: DATE:	
EMERGENCY RESPONSE TELEPHONE NUMBER: ()		SIGNATURE: MONITORED AT ALL TIMES THE HAZARDOUS MATERIALS IS IN TRANSPORTATION, INCLUDING STORAGE INCIDENTAL TO TRANSPORTATION (172.604)	

TERMS & CONDITIONS OF CARRIAGE

1. 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, damage or delay thereto, except as in hereinafter provided. Carriers shall be liable for special, incidental and consequential damages for which they have actual or constructive notice.

2. Nor carrier or party in possession of all or any portion of the property described in this bill of lading shall be liable for any loss or damage to the said property or of any delay caused solely by an Act of God, the public enemy, the authority of law, or the act or default of the shipper or Owner. Further, no carrier or party in possession of all or any portion of said property shall be liable for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. The carrier or the party in possession shall have the burden of proving freedom from negligence that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The carrier's ability shall not be subject to the rule of contributory or comparative negligence.

3. The carrier shall be liable solely as a warehouseman for loss, damage or delay occurring after actual or attempted tender of the property for delivery 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, carrier's liability as a warehouseman, or storage facility under reasonable security. Except in the case of negligence of the carrier or the 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 the request of the shipper, owner or party entitled to make such request.

4. Except in the case of negligence of the carrier, no carrier or party in possession of all or any portion of the property described in this bill of lading shall be liable for loss, damage or delay caused solely by the act or default of the shipper or Owner. Further, no carrier or party in possession of all or any portion of said property shall be liable for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. The carrier or the party in possession shall have the burden of proving freedom from negligence that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The carrier's ability shall not be subject to the rule of contributory or comparative negligence.

5. No carrier is responsible for loss, damage or delay caused solely by the act or default of the shipper or Owner. Further, no carrier or party in possession of all or any portion of said property shall be liable for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. The carrier or the party in possession shall have the burden of proving freedom from negligence that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The carrier's ability shall not be subject to the rule of contributory or comparative negligence.

6. Claims for loss, damage or delay shall be made within 90 days of the date of delivery of the property. If the claimant fails to make such claim within the time specified, the carrier shall not be liable for loss, damage or delay.

7. The shipper or consignee shall pay the freight and all other lawful charges accruing on said property according to the agreement of the parties. The shipper shall be liable for the freight and all other applicable charges, except that if the shipper stipulates, by signature, in the space provided for that purpose on the face of the bill of lading that the carrier shall not make delivery without requiring payment of such charges, the carrier may extend credit to the party responsible for payment of the freight charges and may charge a commercially reasonable interest rate or freight bills, which remain unpaid for more than 30 days from the date of presentment. There shall be no other penalty or loss of discount allowed for late payment. Shipper may offset unpaid freight charges against unpaid freight claims when said claims are outstanding for more than 90 days. Nothing herein shall limit the right of the carrier to require at the time of shipment the prepayment or guaranty of the charges. If upon inspection it is ascertained that the articles shipped are not those described in the bill of lading, the freight charges must be paid upon the articles actually shipped.

8. Claims for loss, damage and delay shall be administered in accordance with Ex. Part No. 263.34 1.C.C. 516, Feb. 24, 1972, as amended by Ex. Part No. 263.34 1.C.C. 516, Feb. 24, 1972, and 49 C.F.R. 1005, unless otherwise provided herein. In addition, claimant may recover its administrative expenses incurred in connection with said claims.

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. 1006, unless otherwise provided herein.

Carrier shall pay the same rate of interest on overcharge claims as it applies on unpaid freight charges, if any. If a shipper elects to submit a dispute over the original billing involving the applicability or reasonableness of the rate of charges to the Surface Transportation Board for resolution, the shipper must contest the billing by mailing or faxing a protest to the carrier within 180 days of the date it or its agents receives the original billing from the 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, and pursuant to 49 U.S.C. 1410 (b), the parties hereby expressly waive any notification requirements that may be applicable under 49 U.S.C. 13710 (a) (2) for such overcharges. If a carrier seeks to assess additional charges, it must mail or fax its billing within 180 days of the date on its original billing. Once protested, disputes may be submitted to the Surface Transportation Board 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 a carrier from making a voluntary refund of an overcharge, or a shipper's voluntary payment of an undercharge, whether or not the original billing was contested within 180 days.

10. In the event that 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 communication system in accordance with the instructions for notification given on the face of the bill of lading. Said notice shall be confirmed in writing by carrier, stating the time and date that free time shall expire and storage charges to be applicable upon expiration of free time. Storage charges shall begin after 48 hours of carrier's notification, exclusive of Saturdays, Sundays and business holidays declared by any of the parties here to. Shipper shall give dispositions instructions to carrier within 48 hours of its receipt of notice of carrier's inability to deliver. If dispositions are not received within said 48 hours, carrier shall send a "SECOND AND FINAL NOTICE OF ON HAND FREIGHT" via facsimile transmission or EDI (Electronic Data Interchange). If disposition instructions are not received within 48 hours of the "Second and Final Notice", carrier may advertise in low newspapers of general circulation for two consecutive weeks.

11. 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 to the auction sale, carrier shall send a copy of the notice to seller via facsimile transmission or EDI when practicable property transported to the destination. If in this bill of lading is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it promptly, then carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at public or private sale. PROVIDED, that if there is sufficient time to notify the consignee or owner of the refusal 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.

12. The proceeds of any sale made under this Agreement shall be applied by the carrier to the payment of freight, damage, storage, and any other necessary expense and to the 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.

13. 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 delivery 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 carriers 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 said proof.

14. Carrier shall be liable for the number of shipping units or packages noted on the bill of lading, and shall deliver them in the same condition or unitized package as tendered at origin. If carriers driver is not able or is not given an opportunity to inspect and count the shipment prior to acceptance by carrier, then bill of lading must be noted "S&C" (Shippers Load & Count). When less-than-truckload shipments are loaded and counted by the shipper, such shipment will be inspected and counted by carrier at its first break bulk point and all discrepancies shall be reported immediately to shipper.

15. No carrier hereunder will carry money, or for any articles of extraordinary value unless a special agreement to do so and stipulated value of the articles are endorsed on this bill of lading. If transportation is arranged through a broker, Carrier designates broker as its 16. agent for the collection of freight charges. When charges are paid to broker, Carrier agrees not to hold shipper or consignee liable for said charges. Carrier shall promptly submit its invoices for freight to the party responsible for 17. payment of the freight charges, and such party shall pay the freight invoice within thirty (30) days of receipt of the freight invoice or within such longer period, as the carrier and such party shall mutually agree. If the carrier fails to submit its freight invoice to the responsible party within ninety (90) days of delivery of the property described in this bill of lading, carrier agrees to reimburse such responsible party on reasonable costs incurred in researching and confirming the correctness and propriety of such charges.

Equipment ID: 99429
 Reseal: FZMK
 DoorZone: 92391119
 Del Date: 05/31/24 06:00
 Appointment: 05/31/24 06:00
 Driver Signature: [Signature]
 Delivery: 27067794
 Status AP
 Temp1
 Temp2
 Temp3
 Fuel Lvl
 Dept
 Type 53
 DC 6048

TERMS & CONDITIONS OF CARRIAGE

1. 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, damage, or delay (thereof, except as hereinafter provided. Carriers shall be liable for special, incidental and consequential damages for which they have actual or constructive notice.

2. Nor carrier or party in possession of all or any portion of the property described in this bill of lading shall be liable for any loss or damage to the said property or of any delay caused solely by an act of God, the public enemy, the authority of law, or the act or default of the shipper or Owner. Further, no carrier or party in possession of all or any portion of the said property shall be liable for any natural shrinkage of the property or loss caused solely by the inherent vice of the property. The carrier or the party in possession shall have the burden of proving freedom from negligence that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The carrier's ability shall not be subject to the rule of contributory or comparative negligence.

3. The carrier shall be liable solely as a warehouseman for loss, damage or delay occurring after actual or attempted tender of the property for delivery 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 it carrier is unable to make delivery, carrier's liability as a warehouseman or storage facility under reasonable security. Except in the case of negligence of the carrier or the 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 the request of the shipper, owner or party entitled to make such request.

4. Except in the case of negligence of the carrier, no carrier or party in possession of all or any of the property described in the bill of lading shall be liable for delay caused by highway obstruction, by faulty or impassable highway, or by lack of capacity of any highway bridge or ferry. The burden to prove freedom from such negligence is on the carrier or party in possession.

5. No carrier is bound to transport said property by any particular schedule or vehicle or in time for any particular market, or in any matter other than with reasonable dispatch. Every carrier shall have the right, in case of physical necessity, to forward said property by any carrier or route between the point of shipment and the point of destination, without additional cost to shipper or consignee.

6. Claims or loss, damage, or delay must be mailed within nine months of delivery, or in the case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed. In no case shall 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 the claimant from the carrier that the carrier has disallowed the claim or any part thereof or receives written notice. An offer of compromise shall not constitute a disallowance of any part of the claim unless the carrier, in writing, informs the claimant that such part of the claim is disallowed and provides reasons for such disallowance; and communications received from a carrier's insurer shall not constitute a disallowance of any part of the claim unless the insurer, in writing, informs the claimant that the insurer is acting on behalf of the carrier. Where a lower value than the actual value of the said property has been stated in writing on the bill of lading by the shipper or has been 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, damage or delay, whether or not such loss, damage or delay occurs from negligence. When such 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 the actual value of the property, plus freight charges, if paid.

7. The shipper or consignee shall pay the freight and all other lawful charges, accruing on said property according to the agreement of the parties. The shipper shall be liable for the freight and all other applicable charges, except that if the shipper stipulates, by signature, in the space provided for that purpose on the back of the bill of lading that such charges shall not be paid without requiring payment of such charges. The carrier may extend credit to the party responsible for the payment of the freight charges and may charge a commercially reasonable interest rate or freight bills, which remain unpaid for more than 30 days from the date of presentment. There shall be no other penalty or loss of discount allowed for late payment. Shipper may offset unpaid freight charges against unpaid freight charges when said claims are outstanding for more than 90 days. Nothing here in shall limit the right of the carrier to require at the time of shipment the prepayment or guaranty of the charges. It upon inspection it is ascertained that the articles shipped are not those described in the bill of lading, freight charges must be paid upon the articles actually shipped for loss, damage and delay shall be administered in accordance with Ex. Part No. 263.34 I.C.C. 515, Feb. 24, 1972, including the I.C.C.'s interpretation thereof expressed in its Order dated April 18, 1972, and 49 C.F.R. & 1005, unless otherwise provided herein. In addition, claimant may recover its administrative expenses incurred in connection with said claims.

8. 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. & 1004, unless otherwise provided herein.

Carrier shall pay the same rate of interest on overcharge claims as it applies on unpaid freight charges, if any. If a shipper elects to submit a dispute over the original billing involving the applicability or reasonableness of the rate of charges to the Surface Transportation Board for resolution, the shipper must contest the billing by mailing or faxing a protest to the carrier within 180 days of the date it or its agents receives the original billing from the 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, and pursuant to 49 U.S.C. & 1410 (b), the parties hereby expressly waive any notification requirements that may be applicable under 49 U.S.C. & 13710 (a) (2) for such overcharges. If a carrier seeks to assess additional charges, it must email or fax its billing within 180 days of the date on its original billing. Once protested, disputes may be submitted to the Surface Transportation Board 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 a carrier from making a voluntary refund of an overcharge, or a shipper's voluntary payment of an undercharge, whether or not the original billing was contested within 180 days.

10. In the event that 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 communication system in accordance with the instructions for notification given on the face of the bill of lading. Said notice shall be confirmed in writing by carrier, stating the time and date that free time shall expire and storage charges to be applicable upon expiration of free time. Storage charges shall begin after 48 hours of carrier's notification, exclusive of Saturdays, Sundays and business holidays declared by any of the parties here to. Shipper shall give dispositions instructions to carrier within 48 hours of its receipt of notice of carrier's inability to deliver. If dispositions is not received within said 48 hours, carrier shall send a "SECOND AND FINAL NOTICE OF ON HAND FREIGHT" via facsimile transmission or EDI (Electronic Data Interchange). If disposition instructions are not received within 48 hours of the "Second and Final Notice", carrier may advertise in the 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 sale, carrier shall send a copy of the auction notice to seller via facsimile transmission or EDI when not otherwise perishable property transported to the destination stated in this bill of lading is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it promptly, then carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property at the best advantage at public or private sale PROVIDED that if there is sufficient time to notify the consignor or owner of the refusal 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.

12. The proceeds of any sale made under this Agreement shall be applied by the carrier to the payment of freight, demurrage, storage, and any other necessary expense and to the 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.

13. 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 delivery 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 carriers 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 said proof.

14. Carrier shall be liable for the number of shipping units or packages noted on the bill of lading, and shall deliver them in the same condition or unitized package as tendered at origin. If carriers driver is not able or is not given an opportunity to inspect and count the shipment prior to acceptance by carrier, then bill of lading must be noted "SLA C" (Shippers Load & Count). When less-than-truckload shipments are loaded and counted by the shipper, such shipment will be inspected and counted by carrier at its first break bulk point and all discrepancies shall be reported immediately to shipper.

15. No carrier hereunder will carry money, or for any articles of extraordinary value unless a special agreement to do so and stipulated value of the articles are endorsed on this bill of lading. If transportation is arranged through a broker, Carrier designates broker as its 16. agent for the collection of freight charges. When charges are paid to broker, Carrier agrees not to hold shipper or consignee liable for said charges. Carrier shall promptly submit its invoices for freight to the party responsible for 17. payment of the freight charges, and such party shall pay the freight invoice within thirty (30) days of receipt of the freight invoice or within such longer period, as the carrier and such party shall mutually agree. If the carrier fails to submit its freight invoice to the responsible party within ninety (90) days of delivery of the property described in this bill of lading, carrier agrees to reimburse such responsible party the reasonable costs incurred in researching and confirming the correctness and propriety of such charges.