



INVOICE

BILL TO:

PRODUCTIVE TRANSPORTATION INC
530 GRAND ISLAND BLVD.
TONAWANDA, NY 14150

INVOICE DATE: 12/19/2024**INVOICE #:** R69790**TERMS:** NET 30**DUE DATE:** 01/19/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
12/17/2024		2490 Commerce Drive, Marianna, FL 32445 - 401 Creekside Dr, Amherst, NY 14226			
		Freight Income	1	\$2,200.00	\$2,200.00

TOTAL

\$2,200.00

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

CONTRACT RATE AGREEMENT
BETWEEN:
PRODUCTIVE TRANSPORTATION INC.
530 GRAND ISLAND BLVD., TONAWANDA, NY 14150

AND:	ROYAL3 INC	Phone: 630-485-7370
Order#:	308712	Fax: 630-485-6980
Reference#:	P/U# 299410	Equipment: VAN
Attn:		Dispatcher: DAN SNYDER
		Extension: 234

Pickup At

KRATON CHEMICAL LLC
850-482-2378
2490 Commerce Drive

ARRIVAL: 12/17/24 14:00
DEPARTURE: 12/17/24 14:00
COMMODITY: PINE RESIN
WEIGHT: 29728
PIECES: 12.00

MILES:

MARIANNA, FL/ 32446
Instructions:

Deliver To

IIMAK
716-691-6333
401 Creekside Dr

ARRIVAL: 12/19/24 08:00
DEPARTURE: 12/19/24 08:00
COMMODITY: PINE RESIN
WEIGHT: 29728
PIECES: 12.00

MILES: 1143

AMHERST, NY/ 14226
Instructions: PO#56943

Remarks:

Pay Summary:

FLAT RATE:	\$2,200.00
FUEL SURCHARGE:	\$0.00
OTHER:	\$0.00
TOTAL:	<u>\$2,200.00</u>

**PRODUCTIVE TRANSPORTATION MUST DISPATCH DRIVER TO VALIDATE RATE CONTRACT.
HAVE DRIVER CALL FOR PICK-UP INFORMATION
AND WHEN EMPTY FOR A RELEASE NUMBER**

ANY/ALL ADDITIONAL charges MUST be approved by PRODUCTIVE TRANSPORTATION INC in writing. Without this written approval NO OTHER

CHARGES will be paid other than this initial confirmed rate.

Any "SEALED trailer load, "Refused" without consignee approval on the Bill of Lading stating: "Seal Intact at time of delivery" and signed by consignee will be returned at "carrier's expense" to the original shipper and/or designated point by the shipper of record

THIS RATE CONFIRMATION MUST BE SIGNED AND EMAILED OR FAXED BACK BEFORE PAYMENT CAN BE MADE.

PRODUCTIVE TRANSPORTATION INC. DOES NOT AUTHORIZE ANY "FMCSA VIOLATIONS" IN THE TRANSPORT OF THIS LOAD CONFIRMATION. FMCSA REGULATIONS OF TRANSPORT SHOULD BE ADHERED TO AND SUPERSEDE ANY INFORMATION HEREIN THAT MAY VIOLATE FMCSA REGULATIONS.

- **UPON SIGNING THIS CONTRACT, YOU ALSO AGREE THAT YOU WILL NOT REBROKERING, DOUBLE BROKERING, CO-BROKERING OR TRIP LEASING OF THIS LOAD TENDERED WILL RESULT IN NON-PAYMENT OF FREIGHT CHARGES.**
- THE DRIVER IS RESPONSIBLE FOR PIECE AND COUNT UNLESS THE B.O.L. IS SIGNED "SHIPPER LOAD AND COUNT"
- IF THE DRIVER HAS TO UNLOAD AND WASN'T INFORMED, HE MUST CALL AND GET APPROVAL FROM A PRODUCTIVE TRANSPORTATION EMPLOYEE AND HAVE IT NOTED ON THE BILLS
- TO EXPEDITE FREIGHT PAYMENT THE DRIVER MUST GET A RELEASE NUMBER AND PUT IT ON THE B.O.L. OR FREIGHT BILLS
- **Unless the "Carrier" receives a waiver in writing from the "Shipper or Broker," a "Carrier's Liability" for the freight or cargo lost, damaged or otherwise not delivered to the final destination is an amount equal to the replacement value of such goods stated on the bill of lading.**
- Carrier's cargo insurance policy must not exclude from coverage any commodities or cargo carried on this order. If carrier's cargo insurance policy contains a schedule of covered vehicles, carrier will not transport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on carrier's cargo insurance policy.
- Notice: Delivery and Pick-up dates and hours will not require the driver to violate hours of service regulations. Routing Instructions are for informational purposes only.
- Productive Transportation Inc. requires that Carrier provide tracking updates, for this shipment via phone or e-mail to info@PTIbuffalo.com (unless otherwise specified on the confirmation)
 - Arrival at and departure from Shipper(s) within thirty (30) minutes of occurrence.
 - A minimum of one check call per day, prior to 9 am, each day that Carrier is in possession of this shipment
 - Arrival at and departure from Receiver(s) within thirty (30) minutes of occurrence.

APPENDIX A SANITARY TRANSPORTATION ACT APRIL 2017 & SEALED LOADS

CARRIER represents and warrants that all transportation and handling of food or food related products shall be conducted in accordance with the law and shall be performed under conditions that will protect against physical, chemical and microbial contamination, as well as against deterioration of the food. CARRIER shall fully comply with all state, federal and local laws and regulations regarding handling of food product including, but not limited, the Sanitary Food Transportation Act of 2017 and those requirements imposed by the FDA and the U.S. Department of Agriculture ("USDA").

In addition, CARRIER shall comply with such government guidelines regarding transportation and/or handling of food products as are applicable to its operations. Such guidance documents include, but are not limited to, the FDA's "Bulk Over-the-Road Food Tanker Transport Safety and Security Guidelines," and "Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance," and compliance with the USDA's "Guide for Security Practices in Transporting Agricultural and Food Commodities," and its "FSIS Safety and Security Guidelines for the Transportation and Distribution of Meat, Poultry, and Egg Products" guide.

Companies are taking extra precautions regarding contamination of their products-beginning with raw materials and food products that are transported. If upon delivery by Carrier, the trailer seal is broken without the receiver's authorization, they may consider the product possibly damaged and/or tampered with. Their Quality Control (QC) and/or Quality Assurance (QA) people may be called and the shipment(s) may be refused for non-compliance "TRUCK DRIVER SEAL RESPONSIBILITY" outlined below.

CARRIER REPRESENTS AND WARRANTS THAT IT WILL TELL ITS DRIVERS NOT TO BREAK ANY SEAL AT ANY TIME AND THAT THE RECEIVER IS THE ONLY PERSON ALLOWED TO BREAK SEALS. IF THERE IS SOMEONE REQUESTING A DRIVER TO BREAK A SEAL OR ANYONE ELSE BREAKS THE SEAL-THE TRUCK DRIVER AND CARRIER ARE TO CONTACT PRODUCTIVE TRANSPORTATION INC IMMEDIATELY, AT 800-466-1900. IF INCIDENT HAPPENS AFTER NORMAL BUSINESS HOURS, PLEASE FOLLOW INSTRUCTIONS GIVEN BY AUTO ATTENDANT.

Carrier represents and warrants that it will comply with the following "TRUCK DRIVER SEAL RESPONSIBILITY" POLICY.

- *DRIVERS MUST VERIFY SEAL # UPON LOADING AND VERIFY # MATCHES SEAL # ON WRITTEN ON BOL
- *DRIVER MUST CALL IN SEAL # PRIOR TO LEAVING SHIPPER
- *DRIVER MUST CHECK CALL DAILY AND VERIFY SEAL IS STILL INTACT
- *DRIVERS MUST CALL UN UPON DELIVERY; VERIFYING SEAL WAS BROKEN ONLY BY RECIEVER AND SEAL # MATCHED # ON BOL

In the event of a broken security seal, the load may be turned away and rejected by the consignee. This includes unreadable numbers or non-matching numbers with the BOL. The receiving manager will be notified along with the carrier's dispatcher and a representative from the facility where the load originated. The shipment will be returned to origin at the carrier's expense. All applicable freight charges will be suspended, and original rate confirmation/contract will be voided. Upon return of the freight to original origin, carrier may be held responsible for cargo claim if the freight is found not to be reusable.

Pertaining to an inspection where the seal must be broken, the truck driver is responsible to have the authorities indicate by stating directly on the BOL, that the seal was broken in their presence

THE FOLLOWING INFORMATION MUST BE CALLED IN IMMEDIATELY TO PRODUCTIVE TRANSPORTATION INC

- *LOCATION OF THE SEAL BEING BROKEN
- *AGENT/OFFICER NAME
- *AGENT/ OFFICER BADGE NUMBER
- *PHONE NUMBER OF AGENCY AND/OR LOCAL AUTHORITY

Truck driver is responsible to have the authorities re-seal truck with their authorized own seal and identify doing so directly on the BOL.

If seal must be broken for any reason - truck driver and carrier are responsible to contact 24 hours on call person immediately at 800-466-1900 and follow hour's instructions. This process will help secure all products during transportation and will remove all unnecessary risks to the customers, suppliers, carriers and Productive Transportation Inc. We appreciate your cooperation.

APPENDIX B California Air Resources Board or ARB

Beginning January 1, 2013, the California Air Resources Board (CARB) will be implementing new requirements under the Transport Refrigeration Unit (TRU) Regulation that were added in the 2011 Amendments, approved by the ARB on October 21, 2011. The intent of these new requirements is to ensure that the businesses that hire carriers to haul perishable goods in California hire only carriers that either, dispatch or own, equipment that meets the TRU Regulation's performance standards. By accepting the loads tendered to you by Productive Transportation, you represent and warrant that your company is in compliance with these regulations and requirements.

For more information see: <http://www.arb.ca.gov/diesel/tru/tru.htm>

The undersigned hereby declares, warrants, and represents, that they have completely read and fully understand and voluntarily accept the above policies stated herein.

Authorized of Company Employee:

For ROYAL3 INC - Sign Here h

DAN SNYDER

PRODUCTIVE TRANSPORTATION INC.

PRINT NAME: Joey Cimbalijs

Upon completion/delivery of shipment please remit freight invoice with signed bill of lading (proof of delivery) and any additional paperwork to:

AP530@PTIbuffalo.com

OR TO THE ATTN: OF ACCOUNTS PAYABLE @
PRODUCTIVE TRANSPORTATION INC.
530 GRAND ISLAND BLVD.
TONAWANDA, NY 14150

Net 30 days from time of receipt in house.
Carrier must include Invoice and POD to
validate receipt.

NY/NJ Toll Free: 800-777-5656 FAX: 716-877-6331 DRIVER#: 800-536-9500
WNY Toll Free: 800-466-1900 FAX: 716-877-6331 DRIVER#: 800-777-5656

UNIFORM STRAIGHT BILL OF LADING SHORT FORM-NOT NEGOTIABLE

CUSTOMER PICK UP

CARRIER

KRATON

SHIPPERS NO.

80550521

RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this

AT Marianna FL

DATED 12/17/2024

FROM: Kraton Chemical - Marianna

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned and destined as indicated below, which said carrier (the word carrier being understood throughout of this contract as meaning any person and corporation in possession of the property under the contract). Agrees to carry to its usual place of delivery at said destination, if on its rule, 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 to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill Of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification of tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, set forth in the classification of tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns. (Mail or street address of consignee # For purposes of notifications only)

CONSIGNEE IIMAK

EQUIPMENT NO. CPUTH03259

401 Creekside Drive
Amherst NY 14228
USA

EQUIPMENT DIMENSIONS

LENGTH

HEIGHT

Incoterms 2020 FCA Marianna, FL
Collect

SEALS

0006770

STOPOVER

Mark with "X" to designate Hazardous Material as defined in The Department Transportation Regulations Governing Transportation of Hazardous Materials. The use of this column is an optional method of designating materials on Bill of Ladings per section 172.201 and 172.202 (B) of the regulations governing the transportation of such materials.

For help in chemical emergency involving spill, leak, fire or exposure call Toll Free 1-800-424-9300, day or night.

(Offerer: Kraton Chemical, Jacksonville, FL)

AGENT: 80957

DATE: 12/17/2024

MODE: VN 781022

ORDER NUMBER	HM	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	GROSS WEIGHT (Subject to correction)	NET WEIGHT (Subject to correction)	FREIGHT CHARGES
299410		2,000 LB 2001654 40 BAG 1001346432 SYLVALITE RE 100L, Bag 50 LB Export Tariff Code: 3806300000 Customer Product: 352066AJR	2,068.00 LB 938.03 KG	2,000.00 LB 907.18 KG 40 BAG	
299410		25,000 LB 2001654 500 BAG 1001348723 SYLVALITE RE 100L, Bag 50 LB Export Tariff Code: 3806300000 Customer Product: 352066AJR	25,850.00 LB 11,725.35 KG	25,000.00 LB 11,339.80 KG 500 BAG	
299410		1,750 LB 2001654 35 BAG 1001346432 SYLVALITE RE 100L, Bag 50 LB Export Tariff Code: 3806300000 Customer Product: 352066AJR	1,810.00 LB 821.00 KG	1,750.00 LB 793.79 KG 35 BAG	

DRIVER INITIAL IF RECEIVED: C OF A X MSDS SAMPLE

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

Shipper Signature

Subject to SECTION 7 of Conditions of applicable bill of lading. If this shipment is to be delivery consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of consignee

This Shipment Is Correctly Described.
Correct Weight Is As Shown Above.
Subject To Verification by.

Weighing & Inspection Bureau
According To the Agreement.

If the shipment moves between two ports by a carrier by water, the law requires that the bills of lading shall state whether it is a "Carrier's or Shipper's weight".

Permanent post-office address of shippers:

2490 Commerce Drive
Marianna FL 32446

SHIPPER SIGNATURE

AGENT/DRIVER SIGNATURE

[Signature] *[Signature]*
12/19/24

UNIFORM STRAIGHT BILL OF LADING SHORT FORM-NOT NEGOTIABLE

CUSTOMER PICK UP

CARRIER

KRATON

SHIPPERS NO.

80550521

RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this

AT Marianna FL

DATED 12/17/2024

FROM: Kraton Chemical - Marianna

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned and destined as indicated below, which said carrier (the word carrier being understood throughout of this contract as meaning any person and corporation in possession of the property under the contract). Agrees to carry to its usual place of delivery at said destination, if on its rule, 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 to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill Of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification of tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, set forth in the classification of tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns. (Mail or street address of consignee # For purposes of notifications only)

CONSIGNEE IIMAK

EQUIPMENT NO. CPUTH03259

401 Creekside Drive

Amherst NY 14228

USA

Incoterms 2020 FCA Marianna, FL

Collect

EQUIPMENT DIMENSIONS

LENGTH

HEIGHT

SEALS

0006770

STOPOVER

Mark with "X" to designate Hazardous Material as defined in The Department Transportation Regulations Governing Transportation of Hazardous Materials. The use of this column is an optional method of designating materials on Bill of Ladings per section 172.201 and 172.202 (B) of the regulations governing the transportation of such materials.

For help in chemical emergency involving spill, leak, fire or exposure call Toll Free 1-800-424-9300, day or night.

(Offerer: Kraton Chemical, Jacksonville, FL)

AGENT: 80957

DATE: 12/17/2024

MODE: VN 781022

WEIGHT

29,728.00

28,750.00

LB

LB

13,484.38

13,040.77

KG

KG

Consignee's P.O.#: 24123185 OD

Shipment ID # : 781022

Deliver on: 12/17/2024

Shipping Instructions

Please call 24 hours in advance for delivery appt. 708-594-6200

Send Freight Bill:

IMCD US LLC

c/o Odyssey Logistics & Technology Corp.

P.O. BOX 19749 Dept 66

Charlotte, NC 28219

DRIVER INITIAL IF RECEIVED: C OF A _____ MSDS _____ SAMPLE _____

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

Shipper Signature _____

Subject to SECTION 7 of Conditions of applicable bill of lading. If this shipment is to be delivery consignee without recourse on the consignor, the consignor shall sign the following statement:

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

Signature of consignee _____

This Shipment Is Correctly Described. Correct Weight Is As Shown Above. Subject To Verification by.

Weighing & Inspection Bureau According To the Agreement.

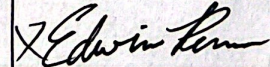
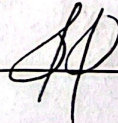
If the shipment moves between two ports by a carrier by water, the law requires that the bills of lading shall state whether it is a "Carrier's or Shipper's weight".

Permanent post-office address of shippers:

2490 Commerce Drive
Marianna FL 32446

SHIPPER SIGNATURE

AGENT/DRIVER SIGNATURE



CONTRACT TERMS AND CONDITIONS

Sec 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided. Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. These articles include, but are not limited to: fragile articles; articles that must remain upright; top-heavy articles; articles that must remain dry; articles that must be protected from heat; articles that must be protected from freezing; articles that must be handled with a hand truck; articles that must not be handled with a hand truck; articles that must be handled with a forklift; articles that must not be handled with a forklift; articles that may be stacked to not exceed a certain height; articles that must not be stacked; articles that must be kept within a certain temperature range; articles that have a center of balance that is not the center of the commodity; and magnetically sensitive articles.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman only, for loss, damage, or delay by fire occurring after the expiration of the free time (if any) allowed by tariffs lawfully on file. Such free time to be computed as therein provided after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party entitled to make such request or resulting from a defect or vice to the property, or for country damage to cotton, or from riots or strikes. Except in case of carrier's negligence, no carrier or party in possession of all or any of the property herein described shall be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be in lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, not for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in the case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense that may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, train, vehicle or vessel, or in time for any particular market or otherwise 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 in all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, injury or delay occurred, within nine months after delivery of the property (or, in the case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed, and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part of parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: PROVIDED. The carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary co-operation and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered, and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor) and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time (if any) allowed by tariffs, lawfully on file (such free time to be computed as therein provided). After notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, or property not received, at time tender of delivery of the property to the party entitled to receive it has been made, may be kept in vessel, vehicle, car, depot, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the point of delivery or at other available point, or if no such warehouse is available at point of delivery or at other available point, then in other available storage facility at the cost of the owner and there held without liability, on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage in the event consignee cannot be found at address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be mailed to the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where non perishable property which has been transported to destination hereunder refused by consignee or the party entitled to receive it under tender of delivery, or said consignee or party entitled to receive it fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder at such place as may be designated by the carrier.

PROVIDED, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published PROVIDED, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: PROVIDED, that if time serves for notification to the consignor or owner the refusal of the property or the failure to receive it and 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.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for the maintaining of the property, if proper care of same requires special expense and should there be a balance it shall be paid to the owner of the property said hereunder.

(f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent, shall be entirely at risk of owner after unloaded from cars, vehicles or vessels or until loaded into cars, vehicles or vessels, and except in case of carrier's negligence, when received from or delivered to such stations, wharfs, landings, or other places, shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train until loaded and after unloaded from vessels, or if property is transported in motor vehicle trailers or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignee's agent is not regularly located, the risk after unloading, or delivery, shall be that of the owner.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property according to lawfully filed tariffs of the carrier: but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all lawfully filed trail rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. PROVIDED, that, a consignee shall not be liable for transportation charges (beyond those billed against him at the time of delivery for which he is otherwise liable, which may be found to be due after the property has been delivered to him subject to all of the following conditions:

(a) The shipper or consignor has instructed the carrier to deliver the property to a consignee other than the shipper or consignor.

(b) The consignee is an agent only and has no beneficial title in the property and

(c) Prior to delivery the consignee has notified the delivering carrier in writing that he is only an agent and has no beneficial title in the property (provided that this requirement does not apply if the consignee is a for-hire carrier), and

(d) In cases where the shipment has been reconsigned or diverted to a point other than that specified in the bill of lading the consignee has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property.

Where the consignee is not liable for certain transportation charges in accordance with this provision and the preceding conditions, the shipper or consignor, or, in the case of a shipment so reconsigned or diverted as specified in condition (d), the beneficial owner shall be liable for such additional charges.

PROVIDED FURTHER, that where the shipment is designated "prepaid" the shipper or consignor shall remain liable for undercharges which result from an erroneous determination of the transportation charge assessed. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability. In or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc." and of other statutes of the United States according carriers by water the conditions contained in this bill of lading not inconsistent therewith or with this section.

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all aspects seaworthy and properly manned, equipped and supplied, not such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or in other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it's necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports. In or out of customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge good at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, any for docking and repairs. Except in case of negligence, such carrier shall not be responsible for any loss or damage to property of it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, Inclusive, and Sections 17 to 22, Inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignee's and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common bone lit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that the property shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of carriers other than water.

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.