



## **TERMS AND CONDITIONS**

The commodities received are subject to written rates or contracts between carrier and shipper, if applicable, otherwise to rates, classifications and rules that have been established by the carrier and are available to the shipper on request. Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360. Carlile Transportation Systems, Inc. ("Carrier") or the party in possession of any of the property moved pursuant to this contract shall be liable for any loss thereof or damage thereto except as hereafter provided.

**1) Liability Exceptions.** Carrier will not be liable for any delay, loss or damage to a shipment caused by an act of God; act of the public enemy; act or omission of the shipper, of public authority, of another party; or the inherent vice or nature of the goods. In no instance shall Carrier be liable for any indirect, consequential, loss of profit, special, exemplary or punitive damages. Carrier will not be liable for shipments which require special temperature handling or weather protection unless such information is conveyed in writing on Carrier's Bill of Lading. Every party, whether principal or agent, who ships explosives or hazardous goods, without previous full written disclosure to carrier of their nature, shall be liable for, defend and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense and destroyed without reimbursement for their value. All shipments delivered to Carrier for further shipment are subject to the lesser of another carrier's or Carlile Transportation Systems, Inc. limitation of liability, whichever is less. Unless agreed in writing prior to shipment, Carrier is not bound to transport shipment by a particular schedule, but is responsible to transport with reasonable dispatch. In no case will the carrier be liable for a claim amount which exceeds the replacement value of the goods. **Different liability limits are available if a shipment has a declared value or in exchange for higher freight rates.** See 49 USC Sec. 14706(c)(1)(A and B).

**2) Time Limits for Claims.** Claims should be filed promptly once loss or damage is discovered. Time limit for filing on interstate shipments is nine (9) months from date of delivery and in the case of non-delivery nine (9) months following the date the shipment would have delivered. Time limit for filing on intrastate shipments is two (2) months and in the case of non-delivery two (2) months following the date the shipment would have delivered. Claims for concealed damages shall be filed within 15 days of receipt. Failure to timely file claims shall forever bar recovery of the claim. Suits for loss, damage, injury or delay shall be installed against any carrier no later than two years and one day from delivery or the day when written notice is given by the carrier to the claimant that the carrier has disallowed any part of the claim or from delivery, whichever is later. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no Carrier shall be liable, and such claims will not be paid.

**3) Declared Value.** **Declared value shipments must be arranged in advance and** have the value declared on the front of the Bill of Lading. Declared Value shipments will have increased rates of \$1.00 per \$100.00 dollars of declared value. Values over \$200,000.00 require pre approval. In no case will the declared value exceed the replacement value of the goods.

**4) Heavy Haul Shipments.** For **Heavy Haul** shipments where no value is declared, the limit of liability will be \$25.00 per pound up to a maximum of \$1,000,000.00 per shipment. Heavy Haul shipments are defined as a single piece or item weighing more than 40,000 lbs, or being larger than 14 feet in height or more than 8 feet in width, or rolling stock were the one item weighs more than 40,000 lbs.

**5) Prohibited or restricted items.** Include the following property and will not be accepted for shipment: Currency, Jewelry, Museum Exhibits or Antiques, Artwork, Postage Stamps, or other articles of extraordinary value or inherently fragile items. In the event these articles are inadvertently accepted, our limit of liability will be \$0.10 per pound per lost or damaged shipment to a limit of \$1000.00. No carrier hereunder will carry or be liable for any documents, coin, money, or for any articles of extraordinary value not specifically rated unless a special agreement to do so and a stipulated value of the articles are endorsed on this Bill of Lading.

**6) Undeliverable or refused shipments.** If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, or if the cargo is not picked up within 15 days, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication; if so indicated, to the shipper or the Party, if any, designated to receive notice on this Bill of Lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

**7) Insurance.** Any Carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

**8) Water Carriage.** If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

**9) Payment.** **The shipper, consignor, and consignee shall be liable for freight and other lawful charges, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature endorsement in the space provided on the face of this Bill of Lading. Nevertheless, consignor and consignee shall remain liable for transportation charges where there has been an erroneous determination of the assessed freight charges based on incomplete or incorrect information provided or for additional charges as specified by 49 U.S.C. Sec. 13706. Nothing shall limit the Carrier's right to require prepayment at the time of shipment or prior to delivery. If the description of articles or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based on the articles actually shipped.** Claims made against Carrier (whether filed or unfiled) may not be offset by shipper, consignee or payor against freight charges otherwise owed to Carrier.

**10) Website.** For more information, see our website at <http://www.carlile.biz>.