

AFFIX
PRO LABEL
HERE

UNIFORM STRAIGHT BILL OF LADING
ORIGINAL, NOT NEGOTIABLE

Date (MM/DD/YYYY)
PAGE ____ OF ____ PAGES

T
O

Contact Name PO #

Consignee Name ON COD SHIPMENTS, LETTERS "COD" MUST APPEAR BEFORE CONSIGNEE NAME

Address 1 Phone #

Address 2 Store #

Destination City State ZIP Code (required)

*****THIRD-PARTY BILLING*****

Bill To

Address 1

Address 2

City State ZIP Code (required)

F
R
O
M

Contact Name Shipper Order # Bill of Lading #

Shipper or Consignor

Address 1 Phone #

Address 2 Store #

Origin City State ZIP Code (required)

PAYMENT METHOD
FREIGHT CHARGES ARE PREPAID
UNLESS MARKED COLLECT

Prepaid ☐ Collect ☐

SERVICE UPGRADES:

ADDED SERVICES:

SPECIAL INSTRUCTIONS/COMMENTS:

PURCHASE ORDER NUMBERS:

HAZARDOUS MATERIALS (HM) SECTION		MARK "X" IN "HM" COLUMN BELOW FOR HAZARDOUS MATERIALS		HM EMERGENCY CONTACT PHONE: NAME: CONTRACT #: ALL HM SHIPMENTS REQUIRE EMERGENCY RESPONSE, 24-HOUR CONTACT TELEPHONE NUMBER.						
PIECES	TYPE OF PACKAGING	HM	UN/NA #	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	HM CLASS (PRIMARY)	HM CLASS (SUBS)	PKG GROUP	WEIGHT (LB)	NMFC ITEM #	FREIGHT CLASS
TOTAL PIECES:		SHIPMENT DIMENSIONS:			CUBIC FEET:			TOTAL WEIGHT:		

C.O.D.—U.S. FUNDS ONLY

☐ U.S. \$ COMPANY CHECK OK C.O.D. FEE TO BE PAID BY: ☐ SHIPPER

☐ \$ CASH/CERTIFIED FUNDS ☐ CONSIGNEE

\$ X

C.O.D. AMOUNT (Signature of Consignor)

Remit C.O.D. Funds To:

Name (if different from shipper above)

Address 1

Address 2

City State ZIP Code (required) Phone

NOTE (1) Pursuant to Holland and Reddaway 100 Rules Tariff, available at www.hollandregional.com and www.reddaway.com, liability for loss or damage to this shipment is limited. Subject to the conditions of the tariff, Shipper may elect to increase carrier's limits of liability by electing excess liability below and paying an additional charge as provided in item 420 of the Holland and Reddaway 100 Rules Tariff. **IN NO EVENT SHALL CARRIER BE LIABLE FOR LOSS OF PROFIT, INCOME, INTEREST, ATTORNEY FEES, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION.** Carefully review Holland and Reddaway 100 Rules Tariff to determine the applicable limits of liability for this shipment.

EXCESS VALUE REQUESTED: ☐ YES

NOTE (2) If Shipper wishes to increase the amount of Carrier's liability, select "Yes" above and provide the "Declared Value" either on a per pound or per shipment basis in the space provided below. See Item 420 of the Holland and Reddaway 100 Rules Tariff for caps on the amount of excess liability that may be requested and procedures for requesting increases to such caps.

DECLARED VALUE: \$ \$ _____ per _____

NOTE (3) Commodities requiring special or additional care or attention in temperature control, 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.

Shipper hereby certifies that he is familiar with all the terms and conditions of this bill of lading, and as set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

NOTICE: Except on shipments moving on previously signed contracts, freight moving under this bill of lading is subject to the provisions of Holland and Reddaway 100 Rules Tariff and other tariffs for rates and discounts applicable for shipper and are available for review at carrier's Corporate Office and online at www.hollandregional.com and www.reddaway.com. This notice supersedes and negates any claimed oral or written contract, promise representation, or understanding between the parties, except to the extent of any written contract by both parties to the contract.

SECTION 7

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.
The carrier may decline to make delivery of this shipment without payment of the freight and all other lawful charges.

X _____
(Signature of Consignor)

SHIPPER CERTIFICATION I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labeled/placarded and are in all respects in proper condition for transport according to applicable international and national governmental regulations.	Shipper	Carrier	Trailer #	Time	Single Ship ☐	Handling Units Pieces Received
	Authorized Signature	Authorized Signature	Driver #	Date		

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PAGE ____ OF ____ PAGES

T O	Contact Name		PO #	
	Consignee Name ON COD SHIPMENTS, LETTERS "COD" MUST APPEAR BEFORE CONSIGNEE NAME			
	Address 1		Phone #	
	Address 2		Store #	
	Destination City		State	ZIP Code (required)

F R O M	Contact Name		Shipper Order #	Bill of Lading #
	Shipper or Consignor			
	Address 1		Phone #	
	Address 2		Store #	
	Origin City		State	ZIP Code (required)

[illegible]

Sec. 1. (a) 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 thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or 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 request of the shipper, owner or party entitled to make such requests; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within no more than nine months from the date of delivery in the event of a damage claim, not more than nine months from the date of the bill of lading in the event of loss.

(c) A civil action must be filed not more than two years from the date on which the carrier provided written or electronic notice disallowing all or part of the claim. Claims must be filed in writing and state the amount of the claim, the date of the occurrence, the location of the loss being claimed and the bill of lading number or pro number. 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.

(d) 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 avoid 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.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, 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.

(b) 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 and the carrier has the right to offer the shipment for sale. 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.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section 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. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated 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 charge if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs upon which special agreement to do-so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships 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. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges 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 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 on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. 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.