

STRAIGHT BILL OF LADING-SHORT FORM-ORIGINAL-NOT NEGOTIABLE

(CARRIER) **JBF EXPRESS** SCAC **JBFE** SHIPPER'S NO.
 AT DATE FROM
 CARRIER'S NO.

THE PROPERTY DESCRIBED BELOW, IN APPARENT GOOD ORDER, EXCEPT AS NOTED (CONTENTS AND CONDITIONS OF CONTENTS OF PACKAGES UNKNOWN) MARKED, CONSIGNED AND DESTINED AS SHOWN BELOW, 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 RAILROAD, WATER LINE, HIGHWAY ROUTE OR ROUTES, OR WITHIN THE TERRITORY OF ITS HIGHWAY OPERATIONS, 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 CONDITIONS NOT PROHIBITED BY LAW, WHETHER PRINTED OR WRITTEN, HEREIN CONTAINED, INCLUDING THE CONDITIONS ON THE SECOND PAGE HEREOF, WHICH ARE HEREBY AGREED TO BY THE SHIPPER AND ACCEPTED FOR HIMSELF AND HIS ASSIGNS.

TO: (MAIL OR STREET ADDRESS OF CONSIGNEE FOR PURPOSES OF NOTIFICATION ONLY)
 CONSIGNEE
 STREET
 CITY STATE ZIP
 FROM:
 SHIPPER
 STREET
 CITY STATE ZIP

DELIVERING CARRIER TRAILER INITIAL/NUMBER US DOT HAZMAT REG. NUMBER

NO. OF PACKAGES	HM	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	HAZARD CLASS	I.D. NO.	PACKING GROUP	WEIGHT* (SUBJECT TO CORRECTION)	CLASS OR RATE	LABELS REQUIRED (OR EXCEPTION)	CHECK COLUMN
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REMIT C.O.D. TO: C.O.D. AMOUNT \$ SUBJECT TO SECTION 7 OF CONDITIONS, IF THIS SHIPMENT IS TO BE DELIVERED TO THE CONSIGNEE WITHOUT RECOURSE ON THE CONSIGNOR, THE CONSIGNEE SHALL SIGN THE FOLLOWING STATEMENTS: THE CARRIER SHALL NOT MAKE DELIVERY OF THIS SHIPMENT WITHOUT PAYMENT OF FREIGHT AND ALL OTHER LAWFUL CHARGES C.O.D. FEE \$

*IF THE SHIPMENT MOVES BETWEEN TWO PORTS BY A CARRIER BY WATER, THE LAW REQUIRES THAT THE BILL OF LADING STATE WHETHER IT IS "CARRIER'S OR SHIPPER'S 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 BY THE SHIPPER TO BE NOT EXCEEDING PER

CHARGES ADVANCED \$ FREIGHT CHARGES PREPAID COLLECT

PLACARDS REQUIRED PLACARDS SUPPLIED YES NO FURNISHED BY THE CARRIER

PERMANENT POST OFFICE ADDRESS OF SHIPPER DRIVER'S SIGNATURE

SHIPPER CONSIGNEE CARRIER
 PER DATE SIGN PER DATE
 PRINT EMERGENCY RESPONSE ()
 DATE TIME DRIVER TELEPHONE NUMBER
 MONITORED AT ALL TIMES THE HAZARDOUS MATERIAL IN TRANSPORTATION INCLUDING STORAGE INCIDENTAL TO TRANSPORTATION (172.604)

CONDITIONS OF CONTRACT

1. NON-NEGOTIABLE DOCUMENT- IN TENDERING THE SHIPMENT(S) DESCRIBED HEREIN FOR CARRIAGE THE SHIPPER AGREES TO THESE CONDITIONS OF CONTRACT WHICH NO AGENT OR EMPLOYEE MAY ALTER AND THAT THIS WAYBILL IS NON-NEGOTIABLE AND HAS BEEN PREPARED BY HIM OR ON HIS BEHALF BY THE CARRIER.

2. CARRIER TARIFFS GOVERN- IT IS MUTALLY AGREED THAT THE SHIPMENT(S) DESCRIBED HEREIN ON THE DATE HEREOF ARE IN APPARENT GOOD ORDER (EXCEPT AS NOTED) FOR CARRIAGE AS SPECIFIED HEREIN, SUBJECT TO GOVERNING TARIFFS IN EFFECT AS OF THE DATE HEREOF SAID TARIFFS ARE AVAILABLE FOR INSPECTING BY THE PARTIES HERETO AND ARE HEREBY INCORPORATED AND MADE PART OF THIS CONTRACT.

3. LIABILITY LIMITS- UNLESS A GREATER VALUE IS DECLARED HEREIN, THE SHIPPER AGREES AND DECLARES THAT THE VALUE OF THE PROPERTY IS RELEASED TO AN AMOUNT NOT EXCEEDING FIFTY DOLLARS (\$50.00) FOR ANY SHIPMENT OF 100 POUNDS OR LESS AND NOT EXCEEDING FIFTY CENTS (\$.50) PER POUND FOR SHIPMENTS IN EXCESS OF 100 POUNDS. THE MAXIMUM VALUATION DECLARED CANNOT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE.

4. C.O.D. SHIPMENTS- SHIPPER MUST ENTER THE AMOUNT OF ANY SHIPPER C.O.D. WHICH SHALL BE COLLECTED SUBJECT TO THE FEE AND RULES OF THE DELIVERING CARRIER. THE C.O.D. AMOUNT WILL BE COLLECTED IN THE FORM OF COMPANY, PERSONAL, OR CERTIFIED CHECK.

5. SHIPPER RESPONSIBILITY- THE SHIPPER IS RESPONSIBLE FOR PREPARING, MARKING, PACKING AND LABELING THE SHIPMENT SO AS TO ENSURE SAFE TRANSPORTATION WITH ORDINARY CARE IN HANDLING.

6. EXCLUSIONS- SHIPMENTS OF ARTICLES OF EXTRAORDINARY VALUE NAMELY: ARTWORK, BILLS OF EXCHANGE, BONDS, BULLION OR PRECIOUS METALS, CURRENCY, DEEDS, EVIDENCES OF DEBT, FURS; GEMS, CUT OR UNCUT; GOLD BULLION, COINED OR UNCOINED; CYANIDES, PRECIPITATES OR SULFIDES; STAMPS, POSTAGE OR REVENUE; STOCK CERTIFICATES; SHIPMENTS OF LIVE ANIMALS OR INSECTS; SHIPMENTS OF HUMAN REMAINS, CREMATED OR DISINTERRED.

7. CONSEQUENTIAL AND SPECIAL DAMAGES- THE CARRIER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES WHETHER OR NOT THE CARRIER HAS KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

8. WEIGHT CALCULATIONS- WEIGHT CHARGES SHALL BE COMPUTED AS TO ACTUAL OR DIMENSIONAL (VOLUME), WHICHEVER IS GREATER. FOR CALCULATION PURPOSE RATES ARE BASED ON TEN (10) POUNDS PER CUBIC FOOT.

9. PAYMENT OF INVOICES- ALL INVOICES ARE PAYABLE TO: **JBF EXPRESS, INC., 4392 BOADWAY, DEPEW, NY 14043. NO LATER THAN 30 DAYS FROM THE DATE OF THIS INVOICE. IN THE EVENT OF DEFAULT, SUIT FOR COLLECTION WILL BE FILED.**