

CONTRACT TERMS AND CONDITIONS

Excepts from the Uniform Straight Bill of Lading contract and carrier tariff provisions pertaining to the processing and disposition of lost, damaged, or refused shipments are contained herein. For further information please refer to the current National Motor Freight Classification ICC NMF 100 series and carrier's governing tariffs, which are incorporated herein with like force and effect as if they were written at length herein, and all such terms and conditions so incorporated are agreed by shipper to be binding.

Sec. 1. (a) The carrier of 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 thereto or damage thereto, except as hereinafter provided.

Sec. 1. (b)

1. No 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 of or damage to the said property or for any delay caused 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.

2. The carrier shall be liable solely as a warehouseman for loss, damage or delay resulting from fire occurring after the expiration of free time (if any) allowed by the tariffs lawfully on file (such free time to be computed as provided in said tariffs) where such loss, damage or delay occurs:

(a) after notice of the arrival of the property at the destination (or if the property is intended for export, after notice of the arrival of said property at the port of export) has been duly sent or given, and

(b) 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.

3. 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 country damage to cotton, or for loss, damage or delay which results:

(a) when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request or

(b) from a defect or vice in the property, or

(c) from riots or strikes.

The burden to prove freedom from such negligence is on the carrier or the party in possession.

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 this bill of lading shall be liable for delay caused by highway obstruction, by faulty or impassable highway, or by lack or capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on the carrier or party in possession.

Sec. 2. (a)

1. No carrier is bound to transport said property by any particular schedule, train, vehicle or vessel, or in time for any particular market, or in any manner 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.

2. 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 charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

Sec. 2 (b)

Articles of extraordinary value will not be accepted for transportation. Should an article or articles of extraordinary value be inadvertently accepted by the carrier, the shipper agrees and declares that that value of the property is released to a value not exceeding \$25.00 per pound per package except when otherwise provided in the current National Motor Freight Classification ICC NMF 100 Series on this carrier's governing tariffs. Where shipper pays appropriate excess valuation charges as provided in carrier's governing tariff, carrier's liability may be increased accordingly up to a maximum of (a) \$50.00 per pound per package or (b) \$100,000 for the aggregate of all articles tendered to carrier by a shipper and transported in a unit of carrier's equipment.

Articles of Extraordinary Value means (a) articles having a value exceeding \$50.00 per pound per package or (b) the aggregate of all articles tendered to carrier by a shipper for transport in a unit of carrier's equipment having a value in excess of \$100,000.

Unit of Carrier's Equipment means any motor truck or other self-propelled highway vehicle, trailer, semi-trailer or any combination or set of such highway vehicles or trailers operated by the carrier.

LIMITATION OF CARRIER LIABILITY WHERE VALUE IS NOT DECLARED BY SHIPPER

Sec. 3 (1) Where item 62820, 63025, 70080, 88140, 99400, 107830, 116030, 136500, 164900 or 196420 of this classification and shipper fails to declare a value as required by those provisions, the shipment will not be accepted, but if the shipment is inadvertently accepted, the carrier's liability shall be limited as follows: (Refer limited liability package clause)

Item No.	Description	Value Limitation
62820	Radio, Radio-telephone or Television Transmitting or Transmitting and Receiving Sets, or other Radio Impulse or Wireless Audio (Sound) Impulse Transmitting or Transmitting and Receiving Sets, separate or combined	\$10.00 per pound
63025	Semiconductors, viz; Devices, NOL; Diodes; Rectifiers; Thermistor, Transistors	\$20.00 per pound
70080	Flatware, Dresserware or Holloware, sterling silver, or Flatware, Dresserware or Holloware, with sterling silver parts, such as backs, covers, frames, handles or tops	\$5.00 per pound
88140	Glassware, NO	\$19.00 per pound
99400	Hides, Pelts or Skins, dressed or tanned or not dressed nor tanned, NO, dry	\$7.50 per pound
107830	Jewelry, costume or novelty, made of materials other than solid or filled precious metals, not mounted, nor set with precious stones	\$5.00 per pound
116030	Machines, Systems or Devices, data processing, or units that form components of data processing machines, systems or devices, including Facsimile (FAX) Machines, or Parts thereof, NOI; or Electronic Telephone Switching Systems or Components for such systems	\$5.00 per pound
136500	Metal, NOI, or Metal Alloys, NOI	\$5.00 per pound
164900	Radioactive Materials, Articles or Isotopes	\$5.00 per pound
196420	Watches or Watch Movements	\$10.00 each

(Limited liability package clause) Neither ANX nor the carrier shall in any event be or become liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding \$500 per package lawful money of the United States, or in case of goods not shipped in packages, per customary freight unit or the equipment of that sum in order currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the Bill of Lading and additional freight has been paid as required. This declaration if embodied in the Bill of Lading shall be prime facie evidence, but shall not be conclusive on the carrier. THIS CLAUSE SHALL APPLY ONLY

TO GOODS MOVING WITHIN UNITED STATES. (Package: the total # of pieces shown on Bill of lading) IN ACCEPTING THIS BILL OF LADING, the shipper, owner and consignee of the goods, and the holder of the Bill of Lading expressly accept and agree to all its stipulations, exceptions and conditions, whether written, stamped or printed, as fully as if signed by such shipper, owner, consignee and/or holder. No agent is authorized to waive any of the provisions of the clauses. IN WITNESS WHEREOF, the master or agent of the said carrier has affirmed to Bill of Lading, all of this tenor and date, ONE of which being accomplished. The others to stand void.

Where the provisions of other tariffs apply, and those provisions specify a limitation of the carrier's liability absent a release value declaration by the shipper, the carrier's liability shall be limited to the extent provided by such applicable provisions where the shipper does not make the requisite or specified release or value declaration.

(2) Shippers who chose to use their own bills of lading shall be considered to possess the sophistication and transportation knowledge necessary to be conversant in public tariffs provided by motor carrier. Therefore the annotation provided in paragraph (1) will not be required on shipper furnished bills of lading and the notice of limited liability provided herein shall be deemed sufficient public notice.

Sec. 4. Where 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 the property fails to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at private or public sale; PROVIDED, that if there is sufficient time to notify the consignor or owner of the refusal of the property or the failure to receive it and to request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence required, before the property is sold.

Unless a greater value is declared herein, the shipper agrees and declares, that the value of the property is released to a value not exceeding \$0.25/100 LBS. Maximum \$500.00 except when otherwise provided in the current National Motor Freight Classification, ICC NMF 100 series, or this carrier's, governing tariffs.

PROPERLY IDENTIFIED SHIPMENTS

(1) As shipper, the customer agrees to identify all "Foodstuffs", edible materials, drugs that are ingested or injected Intravenously, or otherwise taken internally when tendered to the carrier by insertion on the Bill of Lading the word "Foodstuff". This Rule shall apply on foodstuffs, edible materials and drugs used by humans and animals, Initials and acronyms are not acceptable. As consignee or third party to the shipment, customer agrees to indemnify carrier if foodstuffs are not identified by the shipper as stated above and carrier will not be liable for improper loading violations on any shipments where foodstuffs are not identified as indicated.

(2) The customer agrees as shipper to clearly identify on the Bill of Lading all shipments containing materials classified by U.S. Department of Transportation regulations as poisons. Initials and acronyms; we not acceptable, as consignee or third party to the shipment customer agrees to indemnify carrier if poisons are not identified by the shipper as indicated, and carrier will not be liable for improper loading violations on any shipments where poisons have not been properly identified.