

Straight bill of lading—original—not negotiable

# Expedite Express

Trucking and Transportation Service

Tracking Number: \_\_\_\_\_

SHIPMENT DATE: \_\_\_\_\_

Local: (408) 436-1220  
Toll Free: (866) 492-0851  
www.ExpediteExpress.com

**SCAC: EEVF**

<b>TYPE OF SERVICE REQUESTED</b>	REGULAR <input type="checkbox"/>	SAME DAY <input type="checkbox"/>	EXPEDITE <input type="checkbox"/>
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SHIPPER INFORMATION			CONSIGNEE INFORMATION		
SHIPPER NAME:			CONSIGNEE NAME:		
SHIPPER ADDRESS:			CONSIGNEE ADDRESS:		
SHIPPER CITY:	STATE	ZIP	CONSIGNEE CITY:	STATE	ZIP
REFERENCE NUMBER:			CONSIGNEE PHONE NUMBER:		

<b>BILLING INFORMATION</b>	PREPAID <input type="checkbox"/>	COLLECT <input type="checkbox"/>	THIRD PARTY <input type="checkbox"/>
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THIRD PARTY BILLING:	SPECIAL INSTRUCTIONS:
THIRD PARTY NAME:	
THIRD PARTY ADDRESS:	
THIRD PARTY CITY:      STATE      ZIP	
THIRD PARTY PHONE NUMBER:	

DESCRIPTION OF CONTENTS:	PIECES	WEIGHT	CLASS

The property described above is in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined, as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry its usual place of delivery of said destination, if on its route, 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 Expedite Express' Terms of Service and the conditions on page two (or reverse) hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Unless a greater value is declared herein, the shipper agrees and declares that the value of the property is released to an amount not to exceed \$50.00 for any shipment of 100 pounds or less, and not exceeding \$0.50 per pound for shipments weighing in excess of 100 pounds. An additional charge of \$0.75 will be assessed for each \$100.00 (or fraction thereof), by which the value declared exceeds \$0.50 per pound or \$50.00 (whichever is higher). Expedite Express's maximum liability not to exceed \$10,000.00.

**Declared Value:**  
\$ \_\_\_\_\_

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 COMPANY NAME	CARRIER <b>EXPEDITE EXPRESS</b>	TRAILER:	DATE	TRAILER LOADED BY: SHIPPER <input type="checkbox"/> DRIVER <input type="checkbox"/>	
				FREIGHT COUNTED BY	<input type="checkbox"/> DRIVER: PALLETS SAID TO CONTAIN  <input type="checkbox"/> DRIVER: PALLETS CONTAINING
*SHIPPER SIGNATURE		SHIPPER NAME PRINTED		H/U RECEIVED	<input type="checkbox"/> SHIPPER <input type="checkbox"/> DRIVER
I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON PAGE TWO (OR REVERSE) OF THIS BILL OF LADING.					
EXPEDITE EXPRESS DRIVER SIGNATURE      DATE			* CONSIGNEES NAME PRINTED / SIGNATURE (RECEIVED IN GOOD ORDER EXCEPT AS NOTED)		

\*SUBJECT TO THE TERMS AND CONDITIONS ON PAGE TWO (OR REVERSE) OF THIS BILL OF LADING

## TERMS AND CONDITIONS OF CONTRACT

1. As used in this contract, "Expedite Express" means Expedite Express, a motor carrier (SCAC: EEVF), its employees and its authorized agents.
2. In tendering the shipment for carriage, the shipper agrees to these Conditions of Contract, which no agent or employee of Expedite Express is authorized to waive or modify. The shipper also acknowledges that the bill of lading is non-negotiable and has been prepared by the shipper, or on the shipper's behalf by Expedite Express.
3. The shipper agrees that carriage hereunder is subject to the terms and conditions stated herein and to those terms and conditions contained in Expedite Express' Terms of Service, which is available for inspection by the parties hereto, and is incorporated in this contract by reference.
4. The shipper warrants that the shipment is packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling, and that each package is appropriately labeled and is in good order for carriage. All shipments may, at Expedite Express' option, be opened and inspected.
5. Expedite Express shall not be liable for loss, damage, delay or other resulted by (a) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotion, or hazards or dangers incident to a state of war, (b) the act of the default of the shipper or consignee including any breach of the warranty set forth in Paragraph 4; (c) the nature of the shipment, or any defect characteristic or inherent vice thereof; (d) violation by the shipper or consignee of any of these Conditions of Contract; (e) compliance or non-compliance with delivery or special instructions. Expedite Express shall not be liable for special or consequential damages, such as loss of a contract or loss of sales.
6. Claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given to Expedite Express must be reported in writing to Expedite Express within Ten calendar days after delivery of a shipment with privilege to Expedite Express to inspect the shipment and its container(s) and packaging materials within Ten calendar days after receipt of such notice.
7. Claim for shortage, delay, non-delivery or mis-delivery must be made in writing and received by Expedite Express within thirty calendar days after the date of acceptance of the shipment by Expedite Express. No claim for loss or damage to a shipment will be entertained until all charges thereon have been paid. The amount of claims may not be deducted from transportation charges.
8. Expedite Express shall not be liable in any action unless a claim has been filed in accordance with Paragraphs 6 and 7 and such action is brought within ninety calendar days after the date written notice was given to the claimant that Expedite Express has disallowed the claim in full or in part.
9. Limitations of Liability: Expedite Express shall not be liable for loss or damage in any amount exceeding \$50.00 (fifty dollars US) for any shipment of 100 pounds or less, and not exceeding \$0.50 (fifty cents US) per pound for any shipment weighing in excess of 100 pounds. This includes transborder shipments to Canada or Mexico. The only exception to this release price is if the shipper declares a specific value in writing on the bill of lading before receipt of goods by Expedite Express, and the shipper pays additional charges pertaining to that declared value. Expedite Express's maximum liability not to exceed \$10,000.00.
10. To the extent that it is not governed by Federal Law, this Contract and Expedite Express' Terms of Service Agreement are incorporated by reference, shall be construed and the performance of the transportation hereunder shall be determined in accordance with the laws of the State of California. If any provision of this Contract, including the Terms of Service Agreement incorporated by reference, is determined to be invalid or unenforceable, the remainder of the Contract shall not be affected thereby.
11. Shipper, consignee, consignor and bill to party are jointly and severally liable for all charges related to this shipment. Charges may be reversed to the responsible parties if shipment is refused or payment not made by the originally designated party to bill.
12. Lien Notice: Failure to pay billed charges may result in a lien on future shipments pursuant to California civil code sections 3051.5 and 3052. The lien shall be for the total amount owed to Expedite Express for freightage, charges for services and advances due on freight previously delivered upon the promise of the shipper to pay freightage, charges and advances. The lien shall also include billed freight charges, cost of storage, and appropriate security for the subsequent shipment held by Expedite Express, and the cost of sale, notification and attorney fees.
13. Late Payment Charge: In the event shipper or third party billing payer does not pay this invoice within thirty calendar days of receipt, a late payment charge of 1.5% per month shall be imposed starting thirty calendar days after the date of the invoice, and accruing until paid. This is in addition to loss of any discount.
14. Attorney's Fees: In the event of any dispute between Expedite Express and any other party to the shipment described on this document, the prevailing party is entitled to attorney's fees, litigation and court costs, and collection costs. In the event Expedite Express exercises a possessory lien, the shipper, consignor or third party billing payer shall also pay for Expedite Express' attorney fees incurred in connection with the lien, even if incurred prior to any litigation.
15. Discounted Rate: The rate provided to the customer is a discounted rate which lasts for only thirty calendar days after the shipment. Timely payment is a precondition of this discounted fee. Failure to pay freight charges for this shipment shall result in the full, non-discounted rate being charged to the customer.
16. Forum, Venue and Choice of Law: The exclusive forum and venue for any lawsuit or other proceeding including arbitration shall be Santa Clara County, California, USA. The choice of law shall be California Law.

This shipment is subject to both the Uniform Straight Bill of Lading and Expedite Express' Terms of Service including limitations of liability.