

CARRIER:



DOT #:

P.O. BOX 7549 • LONGVIEW, TX 75607

STRAIGHT BILL OF LADING-
SHORT FORM
ORIGINAL - NOT NEGOTIABLE

Received, subject to the tariff (which are incorporated herein as if fully set forth) in effect on the date of issue of the Bill Of Lading, the property described below, in apparent good order except as noted (condition of contents of packages unknown), marked, consigned and destined as indicated below, which the above indicated Carrier agrees to carry.

THE TERMS AND CONDITIONS OF THIS BILL OF LADING ARE PUBLISHED IN TARIFFS, as are other important rules and procedures that may apply to this shipment, which are maintained at Carrier's office, shall be made available upon request and are published on www.bosscrane.com.

All parties hereto (shipper/consignor/consignee) hereby certify that they are familiar with said terms and conditions of the BILL OF LADING and Carrier's rules tariff, and the same are agreed to by the parties for themselves and their assigns.

FROM (Shipper's Name)
Street Address City State Zip Code
TO (Consignee's Name)
Street Address City State Zip Code
Third Party Billing (only if approved by Credit Dept.)
Street Address City State Zip Code

Table with 6 columns: Number Packages, (X) H,M, Kind of Package, Description of Articles, Special Marks, and Exceptions, Weight (Subject To Correction), Class or Ratio, CK. COL

UNLESS A GREATER VALUE IS DECLARED, SHIPPER HEREBY RELEASES THE VALUE TO \$2.50 (\$1.00 FOR USED GOODS) PER POUND FOR EACH ARTICLE, NOT TO EXCEED \$100,000 PER TRUCKLOAD

CREDIT If credit is extended by Carrier, freight charges are due within 15 days of invoice. Freight charges not paid within 30 days of presentation of freight bill shall be subject to a service charge of 1.5% per month on the unpaid balance...

DATE

Carrier Load Number

Shipper's Number

Manifest Number

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

X (Signature of Consignor)

Unless signed above, Carrier shall be entitled to collect freight charges from either shipper or consignee.

If Charges are to be prepaid, write or stamp here: "To Be Prepaid"

If Charges are to be C.O.D., the carrier accepts no such responsibility unless amount is here specified and this section signed by consignor.

C.O.D. Amount

X (Signature of Consignor)

If shipper declares a value, the declared value is specifically stated by shipper not to exceed:

\$ (subject to excess evaluation charge of \$1 for each \$100.00 or portion thereof.)

(Signature of Consignor)

If Driver is to Collect Freight Charges, AMOUNT TO BE COLLECTED BY DRIVER \$

Table with 5 columns: Tractor No., Trailer No., OVERALL DIMENSIONS AFTER LOADED (Length, Width, Height)

Shipper hereby certifies that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the federal and state Department of Transportation

Table with 5 columns: Scheduled Arrival, Shipper Informed of Arrival, Loading Began, Loading Completed, Unit Released. Includes SHIPPER X and DRIVER X signature lines.

Table with 5 columns: Scheduled Arrival, Consignee Informed of Arrival, Unloading Began, Unloading Completed, Unit Released. Includes CONSIGNEE X signature line.

BILL OF LADING - CONTRACT TERMS AND CONDITIONS

Section 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, the act or default of the shipper or owner, or resulting from a defect or vice in the property. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner or party entitled to make such request; or delay caused from faulty or impassible roadway or from refusal of permitting or routing by state regulatory agency.

Section 2. (a) No carrier is bound to transport said property in time for any particular market or otherwise 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.

(b) In all cases not prohibited by law, where a lower value than actual value has been represented in writing as the released value of the property, including by use of the following statement: **"UNLESS A GREATER VALUE IS DECLARED, SHIPPER HEREBY RELEASES THE VALUE TO \$2.50 (\$1.00 FOR USED GOODS) PER POUND, PER ARTICLE, NOT TO EXCEED \$100,000.00 PER TRUCKLOAD"** on the face of the bill of lading without declaration of a greater amount by the Shipper in the space provided on the face of the bill of lading, such lower released value, plus freight charges if paid, shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence of carrier.

Section 3. (a) As a condition precedent to recovery, claims must be filed in writing with a participating carrier within nine (9) months after delivery of the property or, in the case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed.

(b) Suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of 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 reimburse the claimant for the premium paid thereon.

Section 4 (a) Property not accepted by the consignee, after notice of the arrival of the property at destination has been duly sent or given, may be kept subject to the tariff charge for storage and the carrier's liability shall then become that of a warehouseman only, or at the option of the carrier, may be stored in a public or licensed warehouse at the sole cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property is refused at destination by the consignee or where the consignee fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier.

(c) Where perishable property which has been transported to destination and the consignee or party entitled to receive it has failed to receive it promptly, the carrier may, in its discretion, to prevent deterioration, sell the same to the best advantage at private or public sale.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible or elected, it is agreed that nothing contained in said paragraphs 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.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sales, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense. 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.

Section 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Section 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without prior 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, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Section 7. (a) The consignor or consignee shall be liable and shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature in the place provided for that purpose on the face of this bill of lading, that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, makes delivery without requiring such payment.

(b) The consignee becomes liable for freight charges upon receipt of the goods unless the consignee is an agent only and had no beneficial title in said property, and prior to delivery has notified the delivering carrier of these facts.

(c) Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Section 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 to the prior bill of lading as to the statement of a value or otherwise, as to the election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Section 9. (a) All surface transportation provided under this bill shall be subject to federal statute and common law otherwise applicable to regulated interstate shipments. U.S. statutes and regulations shall apply unless otherwise provided hereunder or waived by other signed written agreement with carrier.

(b) If all or any part of said property is or is anticipated to be carried pursuant to a through bill of lading requiring substantial carriage of goods by sea, and loss, damage, or injury to said property occurs while the property is in the custody of the carrier, the liability of carrier shall be determined by the applicable through bill of lading and under laws and regulations applicable to transportation by water (e.g. Carriage of Goods By Sea Act [COGSA]), regardless of whether carrier actually issued a Carmack bill of lading.