

# Bill of Lading Terms and Conditions of Contract



These Terms and Conditions of Contract are subject to change, visit [www.NationalRoadLogistics.com](http://www.NationalRoadLogistics.com) for a current version.

## 1. DEFINITIONS

“Carrier” means National Road Logistics, LLC operating under US DOT # 3062272.

“Bill of Lading” means Carrier’s Non-Negotiable Bill of Lading, front and reverse pages.

“Customer” includes the consignor, shipper, consignee, owner of the Goods, and any person lawfully acting on behalf of any of those persons.

“Goods” means articles of every kind and description, including their packaging, containers, or other shipping units or materials, as to which Customer desires Carrier to provide motor transportation from a place of receipt to a place of delivery (the “Carriage”).

“Charges” includes freight, all expenses, costs, detention, demurrage, and any other money obligations arising out of or in any way related to the Carriage of the Goods, and all collection costs for freight and other amounts due from Customer, including reasonable attorneys’ fees and court costs.

## 2. AGREEMENT TO CARRIER’S BILL OF LADING TERMS AND CONDITIONS OF CONTRACT

By Customer’s tender of the Goods for Carriage, Customer agrees to Carrier’s Bill of Lading Terms and Conditions of Contract (the “Bill of Lading Terms”), which no agent or employee of the parties may alter. This Bill of Lading is non-negotiable. Customer has prepared this Bill of Lading, or Carrier or its authorized agents have done so on Customer’s behalf. Customer agrees that the Carriage is subject to these Bill of Lading Terms and those stated on the front page of this Bill of Lading, which are also available online at <https://nationalroadlogistics.com>. The defenses and limits of liability stated in these Terms shall apply in any action against Carrier under any legal theory, whether in contract, tort, bailment, indemnity, contribution, or otherwise.

## 3. CARRIER ACTING AS AGENT FOR NON-CARRIAGE UNDERTAKINGS

Whenever Carrier undertakes to perform or arrange any service other than the Carriage to which service Carrier and Customer did not initially agree or one that is not stated on this Bill of Lading, Carrier shall act as Customer’s agent and shall neither undertake nor have any liability for any loss of or damage to the Goods or any direct, indirect, or consequential loss arising out of or resulting from such service. For such non-carriage undertakings, Customer understands and agrees that Carrier contracts with service providers, including motor carriers, drayage companies, brokers, freight forwarders, rail carriers, warehousemen, or other transportation and transportation-related service providers (collectively, the “Service Providers”) to transport or handle the Goods.

## 4. NOTICE OF CLAIM AND TIME-BAR

(a) As a condition to Carrier’s processing of a freight claim, all freight charges must have been paid in full as to the Goods in question.

(b) Any freight claims must be filed against Carrier within nine months after the delivery of the Goods, or in the case of export traffic, within nine months after delivery at the port of export, except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. The failure to file a claim within the above nine-month period shall result in the claim’s being time-barred and Carrier’s discharge from any liability. Carrier shall not pay any time-barred claims. A timely notice of claim is a condition to the right to institute a timely lawsuit against Carrier, as stated below in sub-paragraph (c).

(c) Any lawsuits for freight claims must be filed against Carrier in the mandatory venue under section 23 no later than two years and one day from the day on which Carrier has given written notice to the claimant that Carrier has disallowed the claim or any part or parts of the claim stated in the timely notice of claim. Assuming a timely notice of claim, the failure to file a timely lawsuit in the mandatory venue within the above two-year-and-one-day period shall result in the claim’s being time-barred and Carrier’s discharge from any liability. Carrier shall not pay any time-barred claims.

## 5. SPECIAL SECURITY/PROTECTIVE SERVICES

Carrier’s failure to arrange any agreed-to special security services or requirements, including team drivers, shall not negate Carrier’s limitation of liability, which is stated below in section 7.

## 6. HIJACKING/ASSAILING THIEVES DISCLAIMER

Carrier shall have no liability arising out of or in any connected to the acts of any person who unlawfully, by use of force or threats, damages, seizures, or exercises control over the Goods, over any Service Provider, or over

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any means of transportation or storage of the Goods. Customer understands and agrees that it accepts and assumes the risk of loss for the above acts.

### **7. LIMITATION OF LIABILITY FOR LOSS OF OR DAMAGE TO GOODS; CHOICE AS TO LIMITATION AND OPPORTUNITY TO AVOID LIMITATION BY DECLARING AN INCREASED LIABILITY VALUATION AS TO THE GOODS**

(a) Carrier has established and has offered Customer alternative levels of liability for the Carriage. Customer understands and agrees that it has had a reasonable opportunity to choose between two or more levels of Carrier's liability and has made its choice as to Carrier's liability limit as follows: Customer has had the choice to ship the Goods and to pay (A) Carrier's regular/lower rates for goods with limited value and a corresponding limited liability for Carrier or (B) ad valorem rates for goods not so limited in value and a corresponding increased level of liability for Carrier, the basis for which rates is Carrier's regular/lower rates plus a declared valuation charge of \$1.00 per \$100 of declared value for the Goods, the sum of which equals an "Increased Liability Freight Rate" for the Carriage.

(b) Unless Customer declares the nature and value of the Goods before the Carriage by declaring an Increased Liability Valuation for the Goods on the front or first page of the Bill of Lading and by paying the corresponding Increased Liability Freight Rate, Customer knowingly and willingly elects to ship under Carrier's regular/lower rates, the consequence of which is that in no event shall Carrier or its servants or agents be or become liable for any loss of or damage to the Goods, or in connection with the Carriage, in an amount exceeding \$.50 per pound or \$50, whichever is greater. The maximum declared value that Carrier will accept as to any Carriage is \$100,000.

### **8. CARRIAGE METHODS/ROUTES, SUBSTITUTION OF MODE/EQUIPMENT**

Customer understands and agrees that without notice to Customer, Carrier may perform the Carriage and:

- (a) Use any means of transport or storage;
- (b) Transfer the Goods from one conveyance to another, including transshipment or carrying on a truck or trailer other than those that Carrier arranged in the first instance; or
- (c) Proceed by any route in Carrier's sole discretion, irrespective of whether such route is the nearest, most direct, customary, or advertised route.

Customer understands and agrees that anything done or not done in accordance with the above subparagraphs or any resulting delay shall be within the scope of the Carriage and not a deviation.

### **9. MATTERS AFFECTING PERFORMANCE**

If the performance of the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty, or disadvantage of any kind, other than the inability of the Goods to be safely or properly carried or carried further, and regardless of the cause (even though the circumstances giving rise to such matters as stated above existed at the time this contract was entered into or the Goods were received for shipment), Carrier, at its sole discretion, without prior notice to Customer and irrespective of whether the Carriage has commenced, may treat the performance of this contract of transportation as terminated and place the Goods at Customer's disposal at any place that Carrier, at its sole discretion, deems to be safe and convenient, at which point the Carriage shall cease. Carrier shall nevertheless be entitled to full freight for the Carriage of the Goods, and Customer shall pay any additional costs of transportation to, and delivery and storage at, such place.

### **10. REFUSED DELIVERY**

Refusal of the consignee or Customer to take delivery of the Goods notwithstanding their having received notice of the Goods' availability shall constitute an irrevocable waiver of all claims arising out of or in any way relating to the Goods or the Carriage. Customer shall be liable for any losses, damages, expenses, and liabilities it incurs arising out of such a refusal, including the return of the Goods to their place of receipt.

### **11. FREIGHT AND CHARGES**

- (a) All freight shall be deemed fully, finally, and unconditionally earned on Carrier's receipt of the Goods.
- (b) All freight and Charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods.
- (c) If Customer's description of the Goods in this Bill of Lading or in any documents Carrier receives from or on behalf of Customer is inaccurate, incorrect, or misleading in any respect, then Customer shall pay for any damages that Carrier suffers as a result, including any reasonable attorneys' fees.

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(d) Payment of any Charges to anyone other than Carrier or an authorized agent that Carrier identifies in writing to Customer shall not be considered payment to Carrier and shall be at Customer's sole risk.

(e) The class of persons within the definition of "Customer" shall be jointly and severally liable to Carrier for payment of all freight, demurrage, detention, and Charges, including court costs, expenses and reasonable attorneys' fees Carrier pays or incurs in collecting any sums due, failing which shall be considered a default by Customer in the payment of freight and Charges.

### **12. CARRIER'S SPECIFIC AND GENERAL LIENS AS TO THE GOODS AND ANY PROPERTY OF THE CUSTOMER**

(a) In addition to a specific cargo lien under law, including under California Civil Code section 3051.5, Carrier shall have a general and continuing lien on the Goods and on any property of Customer coming into Carrier's actual or constructive possession or control as to any unpaid Charges, including for monies Customer owes to Carrier as to the shipment on which Carrier is claiming the lien, a prior shipment, or both, including freightage, dead freight, demurrage, detention, and for any expenses that Carrier incurs for storage, security, repacking, remarking, fumigation, or required disposal of Goods, for fines, dues, tolls, or commissions that Carrier has paid or incurred on behalf of the Goods, for any sums, including reasonable attorneys' fees Carrier has paid or incurred because of any attachment or other legal proceedings brought against the Goods by governmental authorities or any person claiming an interest in the Goods. The failure to pay any Charges may result in a lien on a future shipment or shipments, including the cost of storage and appropriate security for the subsequent shipment or shipments that Carrier may hold under this section. Carrier's lien or liens shall survive discharge or delivery of the Goods.

(b) Carrier shall provide written notice to Customer of Carrier's intent to exercise its lien rights, which notice shall state the exact amount due. Customer shall notify all parties having an interest in the shipment or shipments at issue of Carrier's lien rights and the potential exercise of such rights in the absence of the payment of the amount due.

(c) Unless, within thirty 30 days of receiving notice of lien, Customer posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 percent of the value of the total amount due, in favor of Carrier, guaranteeing payment of all amounts due, plus all ongoing and accruing Charges, Carrier shall have the right to sell the Goods or other property of Customer at public or private sale or auction and Carrier shall refund to Customer any net proceeds remaining after such sale.

### **13. DESCRIPTION OF GOODS AND NOTIFICATION**

(a) Customer's description of the Goods in a sealed trailer, shipping container, or package that Customer or its agents have prepared shall not be binding on Carrier, and the description declared by Customer on any document is information Customer provides solely for its own use. Customer understands that Carrier has not and will not verify the contents, weight, or measurement of a sealed trailer, shipping container, or package, or the weight or measurement, or the value, quantity, quality, description, condition, marks, or numbers of the contents. Carrier is under no responsibility as to such description of particulars and Customer shall indemnify and hold Carrier harmless from and against any loss, damage, liability, and expense, including reasonable attorneys' fees Carrier has paid or incurred, arising out of or in any way connected with or caused by, in whole or in part, such description of particulars.

(b) Carrier, its agents, and servants shall not in any circumstances be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, or for misdelivery due to marks or countermarks or numbers, or for failure to notify the consignee of the arrival of the Goods, notwithstanding any custom of the place of delivery to the contrary.

### **14. HAZARDOUS GOODS**

(a) Prior to tendering hazardous goods as defined under applicable federal and state law and regulations, Customer shall, in compliance with the laws and regulations governing the transportation of such goods, have the same properly packed, distinctly marked, and labeled, and notify Carrier in writing of their proper description, nature, and the necessary precautions.

(b) Goods that are hazardous goods or are otherwise of an inflammable, explosive or dangerous nature, as to the shipment of which neither Carrier nor any Service Provider has consented with knowledge of their nature and character, may at any time before delivery be unloaded at any place and destroyed or rendered innocuous by Carrier or a Service Provider without compensation, and Customer shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment, including Carrier's reasonable attorneys' fees. If any such goods shipped with such knowledge and consent shall become a danger to the

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transporting conveyance or to any cargo, then they may in like manner be loaded in any place or destroyed and rendered innocuous by Carrier without liability on the part of Carrier or any Service Provider.

(c) Customer shall indemnify Carrier from and against any loss, damage, liability, and expense, including reasonable attorneys' fees Carrier has paid or incurred, arising out of or in any way connected with or caused by, in whole or in part, omission of full disclosure required by this clause or by applicable treaties, conventions, laws, codes, or regulations.

### 15. PERISHABLE GOODS

(a) Carrier shall arrange Carriage of Goods of a perishable nature in ordinary trailers without special protection, services, or other measures unless Customer provides written instructions for the Carriage to be in a refrigerated, heated, electrically ventilated, or otherwise specially-equipped trailer or shipping container, or that the Goods are to receive special attention in any way. In case of refrigerated trailers or shipping containers packed by or on behalf of Customer, it undertakes not to tender for Carriage any Goods that require refrigeration without giving written notice to Carrier of their nature and the required temperature-setting of the thermostatic controls before Carrier's arranging of the Carriage. Customer undertakes that the Goods have been properly stowed in the trailer or shipping container and that the thermostatic controls have been adequately set before Carrier's or a Service Provider's receipt of the Goods and, if necessary, that the Goods have been pre-cooled before their stuffing into the trailer or shipping container. Customer understands and agrees that refrigerated trailers and shipping containers are not designed to freeze down Goods that have not been presented for stuffing at or below their designated carrying temperature, and Carrier shall not be responsible for the consequences of Goods tendered at a higher temperature than that required for the Carriage. If Customer fails to comply with the above requirements, then Carrier shall not be liable for any loss of or damage to the Goods.

(b) The term "apparent good order and condition" when used in this Bill of Lading or other document with reference to Goods that require temperature control does not mean that the Goods were verified by Carrier as being at the designated carrying temperature.

(c) Carrier shall in no event be held liable for damage to Goods due to condensation.

### 16. GOODS UNACCEPTABLE FOR CARRIAGE

(a) Unless Carrier otherwise agrees in writing, Carrier shall not accept for Carriage any of the following: accounts, bills, deeds, evidences of debt, notes, securities, currency, money, coins or stamps, jewelry, precious stones, fine arts, bullion, specie, or other precious metals, furs, garments trimmed with furs, weapons, ammunition, explosives, live animals and plants, Christmas trees, batteries, used household goods and personal effects, used machinery and used automobiles, used aircraft/used boats, temperature controlled commodities, cigarettes and tobacco products, hazardous materials, human remains, antiques, plants, live animals, pharmaceuticals, lewd, obscene or pornographic materials, D.O.T.-restricted articles, including dangerous goods and hazardous or combustible materials, any material prohibited from transport by any law, regulation, or statute of any country in which the shipment may be carried.

(b) If Customer tenders any of the above without prior written disclosure of the same to Carrier and gets its written agreement to transport the same, then Customer shall indemnify Carrier from and against any loss, damage, liability, and expense, including reasonable attorneys' fees Carrier has paid or incurred, arising out of or in any way connected with or caused by, in whole or in part, such goods.

### 17. INSPECTION OF GOODS

Carrier shall be entitled, but shall be under no obligation, to open any trailer, package, carton, or other shipping unit at any time and to inspect the Goods.

### 18. CUSTOMER-PACKED GOODS, CUSTOMER-STUFFED TRAILERS AND CONTAINERS

(a) If Goods have not been packaged, and if a trailer or shipping container has not been stuffed by or on behalf of Carrier, then Carrier shall not be liable for the loss of or damage to the Goods, and Customer shall indemnify Carrier from and against any loss, damage, liability, and expense, including reasonable attorneys' fees Carrier has paid or incurred, if such loss, damage, liability, or expense arises out of or is in any way connected with or is caused by, in whole or in part:

- (1) The manner in which the Goods, trailer, or shipping container was stuffed, filled, packed, or loaded; or
- (2) The unsuitability of the Goods for Carriage in their packaging or in a trailer or shipping container; or
- (3) The unsuitability or defective condition of the trailer or shipping container, provided that, if the trailer or shipping container had been supplied by or on behalf of Carrier, that unsuitability or defective condition could

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have been apparent upon inspection by Customer at or prior to the time when the trailer or shipping container was stuffed, filled, packed, or loaded.

(b) Customer shall inspect trailers or shipping containers before stuffing them and Customer's use of a trailer or shipping container shall be prima facie evidence of its being suitable and without defect.

### **19. CARRIAGE AFFECTED BY THE CONDITION OF THE GOODS**

If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure or measures in relation to the Goods or the trailer or shipping container, then Carrier may, without notice to Customer, take any measure or measures or incur any additional expense or expenses to carry or to continue the Carriage, or to sell or dispose of the Goods, or to abandon the Carriage or to store Goods, or any combination of the above, under cover or in the open, at any place that Carrier, in its sole discretion, considers most appropriate, which abandonment, storage, sale, or disposal shall be deemed to constitute delivery and completion of the Carriage. Customer shall indemnify Carrier from and against any additional expenses it has so incurred, including reasonable attorneys' fees Carrier has paid or incurred.

### **20. DELAY, CONSEQUENTIAL LOSS, ETC.**

(a) Carrier does not undertake that the Goods will be transported from the place of receipt, or will arrive at the place of delivery, or will be shipped on board any particular truck or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. The scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed and Carrier shall in no event be liable for direct, special, incidental, indirect, or consequential loss or damage caused by delay.

(b) Carrier shall in no event be liable for any special, incidental, indirect, or consequential loss or damage arising from any other cause, notwithstanding Carrier's notice of the possibility of such damages before such Carriage.

### **21. NO MODIFICATION OR WAIVER**

No person has the power to change or waive any of these Bill of Lading Terms unless the president or chief executive officer of Carrier, in writing, has expressly agreed to such a change or waiver.

### **22. PARTIAL INVALIDITY**

If any provision of these Bill of Lading Terms shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of these Bill of Lading Terms shall remain in full force and effect.

### **23. MANDATORY LAW, VENUE, AND JURISDICTION**

All claims or disputes arising out of or in any way related to this Bill of Lading or the Carriage shall be determined under the federal law of the United States of America, without regard to its conflict of laws rules or, in the absence of such federal law, then under the laws of the State of California, without regard to its conflict of laws rules. Without prejudice to a party's right to remove an action to federal court, the exclusive and mandatory venue for any such claims or disputes shall be the federal or state courts in Los Angeles County, California, to the exclusion of all other courts. The parties agree to irrevocably submit to the personal jurisdiction of the above courts and to waive any jurisdictional, venue, or inconvenient forum objections to those courts.