

TERMS AND CONDITIONS

- 1)** Unless otherwise agreed to by the parties in writing, the terms and conditions of the National Motor Freight Classification (NMF 0100 Series) Uniform Straight Bill of Lading in effect on the date of the shipment shall apply, subject to this Bill of Lading, Tariff CNWY-199, and CON-WAY's pricing schedules, terms, conditions and rules, which are not subject to modification unless agreed to by the parties in writing.
 - 2)** Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff CNWY-199, shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.
 - 3)** Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage or delay to any of the goods described in the Bill of Lading when caused by an act of God, the Queen's or public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, acts or omission of customs officials, authority of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of Shipper, Consignee, or owner of the goods, or any cause beyond Carrier's control.
 - 4)** The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of shipment.
 - 5)** The Shipper and Consignee shall be liable, jointly and severally, to pay and indemnify and hold Carrier harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.
 - 6)** Carrier shall have a lien on the shipment for all sums due and payable to Carrier. In the event of nonpayment of any sums payable to Carrier, the shipment may be held by Carrier and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no liability to Carrier. Carrier shall be paid all sums due and payable to Carrier out of the proceeds of such sale, including storage charges. The Shipper and/or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.
 - 7)** Carrier shall provide, on request of the Shipper, a written or electronic copy of the rate, classification, rules and practices upon which any rate agreed to between the Shipper and Carrier may have been based.
 - 8)** All payments due hereunder shall be made within 15 calendar days of the date of invoice. Payment of charges not received within 15 calendar days of the date of invoice, or within a time period agreed to by the parties in writing, will be considered a late payment. Late payments shall be subject to a charge of 1.5 percent per month added to all outstanding amounts when either of the following conditions occur:
 - A. When Carrier has notified debtor of the assignment or intent to assign the freight bill(s) to a professional service for collection, or to file a claim in a court of law for collection; or
 - B. When Carrier has advised debtor in writing of intent to apply the penalty fee of 1.5 percent per month.
- In addition, upon any of the aforementioned conditions occurring, any and all allowances, exceptions, commodity rates and other provisions which result in the total charges due the Carrier of less than the non-discounted charges due from Tariff CNWY-199 class rates in effect on the date of the shipment, shall be discontinued and no longer apply.
- 9)** Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Shipper shall not have the right to withhold or offset the payment of charges for any reason, including, but not limited to, claims for lost or damaged goods.
 - 10)** Carrier is not bound to transport property by any particular schedule or in time for any particular market, or in any manner other than with reasonable dispatch.
 - 11) Filing of Claims:** Carrier is not liable for loss or damage to any goods carried under this Bill of Lading unless a written demand is filed with and received by a proper Carrier within nine (9) months (sixty [60] days for shipments originating in Canada) after the date of delivery of such goods, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four [4] business days) for delivery has elapsed. The written demand must contain an assertion of Carrier liability for the alleged loss or damage; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. Carrier shall not be liable in any lawsuit based on a cargo claim for loss or damage, unless the lawsuit is filed in a court of law against Carrier no later than two (2) years and one (1) day from the date when written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof.
 - 12)** Property not picked up by the party entitled to receive it, within the free time allowed by Tariff CNWY-199, and after notice to Consignee of the arrival of the property at destination or at the port of export (if intended to be exported) has been given, or property not accepted by the Consignee at the time it is tendered for delivery, may, at the Carrier's option, be kept in vehicle(s) or place(s) of business of the Carrier, or any other available storage facility. Such property will be subject to storage charges as listed in Tariff CNWY-199. The owner, Shipper and Consignee shall be jointly and severally liable for the cost of the storage. The property shall be held subject to a lien for all freight and other lawful charges. Notice of the placing of such goods in a warehouse shall be mailed to the address given for delivery.
 - 13) Instructions on completing the "Bill To" section:** To request that the invoice be sent to an address other than that provided for either the Shipper or Consignee, the "Bill To" section must be completed. Completing the "Bill To" section does not relieve the Shipper, Consignee or any other party of joint and several liability for the payment of charges.