

Affix Dock Stamp Here

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		1400 Date St, Montebello, CA 90640 P:	323-887-6777 • 2964 Alvarado St	, Unit K, <mark>San Leandro</mark> ,	CA 94577 P	2:510-614	1-2100
SHIPPE	ER'S ME:						
Si Addr	treet			Date:			
City, State,				Shipper			
Zip: Phone				B/L No.: P/O			
No.:				No.:			
Email Address:				Quote No.:			
as noted (c contract as deliver to a party at any tion(s) and and Honolu that Honolu	ontent mean nother / time i Honol ilu Fre ilu Fre nolulu	ect to the classifications and Honolulu Freight Service Tarifs and condition of contents of packages unknown), marker ing any person or corporation in possession of the proper carrier on the route to said destination. It is mutually agre interested in all or any of said property, that every service ulu Freight Service Tariffs on the date of shipment. Shippight Service Tariffs, and the said terms and conditions are ight Service is tendered and does transport a shipment for Freight Service limit of liability shall not exceed \$1000.00	d, consigned, and destined as incrty under the contract) agrees to ed as to each carrier of all or any to be performed hereunder shall er hereby certifies that he is fam hereby agreed to by the Shipper r which, at the time of shipment, per piece or package, or in the e	dicated above which a carry to its usual play of, said property over the subject to all the liliar with all the Bill and accepted for him no prior agreement.	said carrier ace of deliv erall or any Bill of Ladir of Lading te nself and hi confirmed	the workery at say portion of the po	rd carrier being understood throughout this tid destination, if on its route, otherwise to of said route to destination and as to each and conditions in the governing classification it conditions in the governing classification s. Shipper further agrees that in the event to had been made regarding a limitation of
	Nar	me:	Name:				
	Str Addre	reet ess:	Street Address:				
C	ity,Sta		Cit	y,State,			
		Zip: one	Zip: Phone				
		No.:		No.:			
	Addre	nail ess:	A	Email Address:			
Number Packages	HM (X)	KIND OF PACKAGE, DESCRIPTION (SPECIAL REMARKS & EXC		Weight (Subject to Correction)	Class or Rate	Cube	FREIGHT CHARGES TO BE PAID BY:
							□ Shipper □ Consignee □ Third Party Subject to Section 7 of the terms and conditions of this 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 charges.
							(Signature of Consignor)
TEMPERATURE SETTING REQUIRED BY SHIPPER • CHILL Cargo* shipped at 34° to 35° F • FROZEN Cargo* shipped at 0° to -5° F * Unless otherwise agreed to in writing by HFS. □ SPECIFY Reefer Cargo Temperature Setting shipped at ° F (Signature of Shipper/Agent)			REMIT C.O.D. TO Name: Street Address: City, State, Zip:				C.O.D. SHIPMENT □ Cash or Certified Check □ Company's Check OK □ Only for C.O.D. Amount of: \$ C.O.D. Fees to be paid by: □ Shipper □ Consignee
			Phone No.:				
except for I	esser	s are predicated on a limit of liability for loss or damage th limitations on Personal Effects as chosen by the shipper at ng by HFS, prior to actual acceptance of shipment.					
NOTE: Fai	lure to	pay billed charges may result in a lien on future shipment	s. HFS reserves the right to impo	ose interest on past o	due freight		commensurate with the applicable law.
Shippe	r:		Carrier:			AAUG II	TOUGHTOTION TIONS.
Shippe Signature Prin	:		Carrier Signature:				
Name		Dr	ver Name:				
Date	e:		Date:				SERVICE REQUESTED □ Door To Door □ Door To Dock
							□ Dock to Door □ Dock to Dock

UNIFORM BILL OF LADING TERMS AND CONDITIONS

- Sec. 1. (a). The carrier or the party in possession of any of the property in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.
- (b) No carrier shall be liable for any loss or damage to a shipment or any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassable highway, or by lack of capacity of a highway bridge or ferry; if from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.
- Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.
- Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.
- (b) Claims for loss or damage must be filed in writing within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export); except that claims for an "all-short" delivery must be filed within nine months from date of shipment, plus a reasonable time for delivery.
- (c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.
- (d) Any carrier or party liable for 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 receiving the benefit of such insurance policy will reimburse the claimant for the premium paid on the insurance policy or contract.
- Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier, or if the carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication, to the shipper or the party, if any, designated to receive notice on this Bill of Lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.
- (b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not recovered by the sale of goods. 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, upon claim and proof of ownership.

- (c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right if the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within 48 hours of the time of carrier's attempted first notification, the carrier may dispose of property to the best advantage.
- (d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after the unloading or delivery shall not be that of the carrier.
- Sec. 5. (a) 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 Honolulu Freight Service 267 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.
- (b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published HFS Tariff 267 unless a special agreement to do so and a stipulated value if the articles are agreed to in writing prior to the date of shipment and endorsed on this Bill of Lading.
- Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous 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. Such goods may be warehoused at owner's expense or destroyed without compensation.
- Sec. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature of endorsement in the space provided on the face of the Bill of Lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.
- (b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.
- (c) Nothing in this Bill of Lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.
- Sec 8. If the shipper, or his agent, inadvertently fails to provide a proper Bill of Lading, or does provide another Bill of Lading, in exchange or in substitution of the HFS Bill of Lading as to the statement of value or otherwise, or as to the election of common law or Bill of Lading liability, the terms and conditions of the HFS Bill of Lading shall be considered the prevailing terms and conditions as fully as if the same were written on or made in connection with this Bill of Lading.

Sec 9 If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Good By Sea Act" and any other pertinent laws applicable to water carriers.