

STRAIGHT BILL OF LADING - Original-Not Negotiable



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**THE POWER
OF ONE**

One Contact.
Many Services.
One Invoice.
Zero Problems.

Affix pro label here

SHIPPER

Name _____
Address _____
City _____ State _____ ZIP _____
Customer No. _____

BILL-TO

Name _____
Address _____
City _____ State _____ ZIP _____
Customer No. _____

Shipper's Reference No. _____
Consignee's Reference/PO No. _____

CONSIGNEE

Name _____
Address _____
City _____ State _____ ZIP _____
Telephone _____
Customer No. _____

TERMS

FREIGHT CHARGES:

☐ Prepaid ☐ Collect

Freight Prepaid unless
Collect box is marked

GUARANTEE

☐ Standard LTL
Guarantee*

*Additional charges shall apply

C.O.D.

COD AMT. \$ _____ **Cash or Certified Funds** ☐ (CCR)
COD Fee: PPD ☐ **Collect** ☐ **Customer Check** ☐ (CCA)
Remit to: _____
Street _____
City _____ **State** _____ **ZIP** _____

ALWAYS LIST HAZARDOUS MATERIALS FIRST IN DESCRIPTION OF ARTICLES COLUMN

NO. OF PIECES	HM	(KIND OF PACKAGE) Description of Articles, Special Marks and Exceptions (Subject to Correction)	NMFC #	CLASS Subject to Correction	WEIGHT Subject to Correction
TOTAL		ADDITIONAL SHIPMENT INFORMATION:			TOTAL

☒ Mark X to designate Hazardous Materials as defined in DOT Regulations

Declared Excess Value WARNING: Additional and/or Maximum Liability Limitations or other restrictions may supercede declared value or excess value request. Refer to AVRT100 rules tariff for further details.

NOTE: (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

NOTE: (2) Liability Limitation for loss or damage on this shipment may be applicable. See USC Section 14706(c)(1)(A) and (B).

FOR FREIGHT COLLECT SHIPMENTS: If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement. The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor _____

NOTE: (3) RECEIVED and mutually agreed by the Shipper, his assigns and any additional party with an interest to any of said property hereto and by the Carrier of all or any of said property over all or any portion of said route to destination. That every service to be performed hereunder shall be subject to the National Motor Freight Classifications (NMF 100 Series) including the Rules, packaging, the Uniform Bill of Lading Terms and Conditions, applicable regulations of the US Department of Transportation (DOT), Carrier's Rules Tariff - AVRT 100 Series, Carrier's pricing schedules, terms, conditions, and rules maintained at Carrier's general offices all of which are in effect as of the date of issue of this Bill of Lading. Carrier's rules tariff is made publicly available at www.AverittExpress.com/ResourceCenter. Shipper certifies that the consigned merchandise is properly weighed, classified, described, packaged, marked, labeled, destined as indicated, in apparent good order except as noted (contents and conditions of contents of packages unknown), and in proper condition for transportation according to the DOT and NMF 100 Series. The shipper hereby certifies that he is familiar with all terms and conditions of said Bill of Lading, including those terms and conditions on the back hereof, and that said terms and conditions are agreed to by the shipper and accepted for himself and his assigns. Carrier (Carrier defined throughout this contract as meaning any person or corporation in possession of the property under this contract) agrees to carry to said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. Carrier liability shall be not exceed the limitation of liability or the released valuation in the current AVRT 100 Rules Tariff or NMF 100 with the lowest valuation being applicable. To receive valuation in excess of the maximum liability per pound up to \$100,000 per conveyance, insert total dollar amount of valuation in Note 1 above. The party responsible for payment of the freight charges will be responsible for excess valuation. In no event shall Carrier be liable for loss of profit, income, interest, attorney fees, or any special incidental, or consequential damages.

NOTE: (4) Commodities requiring special or additional care or alteration in handling or storing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec 2(e) of NMFC Item 360.

SHIPPER SIGNATURE _____ **DATE** _____ **PICKUP TIME** _____
(MUST BE SIGNED BY REPRESENTATIVE OF SHIPPER.)

CARRIER SIGNATURE _____ **DATE** _____ **No. OF HANDLING UNITS** _____

(If over 25 units, use Tally on back of Part 2.)

▲UNIFORM STRAIGHT BILL OF LADING TERMS AND CONDITIONS

Sec. 1. (a) The carrier shown as transporting the property described in this bill of lading shall be liable as at common law for any loss or damage to the shipment, except as provided herein.

(b) No carrier shall be liable for any loss or damage or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, riots or strikes, or any related causes. Except in the case of negligence of the carrier, the carrier 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 impassible highway, or by lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property. The burden to prove carrier negligence is on the shipper.

Sec. 2. Unless arranged or agreed to in writing or electronically, prior to shipment, carrier is not bound to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment in the regular course of its providing transportation services. In the case of physical necessity while in transit, carrier may forward the shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed electronically or in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on the line of which the alleged loss or damage occurred. When claims are not filed or a civil action is not filed within the time limits set forth below, the carrier shall not be liable and such claims will not be paid.

(b) Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.

(c) A civil action for loss or damage must be filed not more than two (2) years after the date the carrier has given electronic or written notice that it has disallowed all or any part of the claim specified in the notice.

(d) If the applicable freight charges have been paid to the carrier, the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract for the involved shipment.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if 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 as provided on the face of the bill of lading, if so indicated, 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 issue a second and final notification by telephonic or electronic communication. Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days of that notification, carrier has the right to offer the shipment for sale, and carrier may sell the property under such circumstances as may be authorized by law. The amount received from the sale will be applied first to the carrier's invoice for transportation, storage and other lawful charges, including those incurred by the carrier in selling the goods. The owner will be responsible for the balance of any charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses owing to the carrier are paid, such balance will be paid to the owner of the property sold, subject to a claim and proof of ownership.

(c) When perishable goods cannot be delivered and disposition instructions are not given within a reasonable time, the carrier may dispose of the property in a manner that the carrier deems best serves its disposition.

(d) When a carrier is directed by consignee or consignor to unload or deliver property at a destination where consignor, consignee, or the agent of either, is not usually located, after unloading or delivery the risk of loss or damage is not that of the carrier, but is assumed by the consignor or consignee.

Sec. 5. (a) Where a lower value than the actual value of the property has been stated in writing by the shipper on the bill of lading, or is established in the carrier's tariff upon which the rate to be charged is based, such lower value shall be the maximum amount recoverable for loss or damage.

(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 classification or tariffs unless a special agreement to do so and a stipulated value of the articles are 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 risk and 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 as specified in 49 U.S.C. §13710, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or 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 as 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 the articles, including weight or density of shipment, 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 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 on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading 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 Goods By Sea Act" and any other pertinent laws applicable to water carriers.