



RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT

Consignee shall be fully responsible to Carrier for any loss of, theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including chassis and container(s) or trailer(s) described in this bill of lading without regard to cause while this equipment is in the possession of the consignee. "Damages for the loss, theft, mysterious disappearance or other failure to return the equipment or any part of it shall be the replacement value of the equipment or carrier's obligation to the owner, whichever is lower. Damages for the repair of the equipment or for the removal of any lien placed on the equipment shall be the carrier's or owner's actual cost of repair or clearing the lien.

RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES

Consignee, from the time of acceptance of the equipment (including both chassis and containers or trailer described in the bill of lading) from Carrier, shall be responsible to Carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until this equipment is returned to Carrier or the owner of the equipment. In the event the equipment is lost, stolen, or destroyed while in the possession of the consignee and consignee shall be responsible for all per diem, demurrage and/or detention charges assessed until the date the consignee has paid the full amount assessed by the owners for the lost, stolen, or destroyed equipment. Consignee's bailment shall not terminate until it has received a written receipt for the equipment from Carrier or owner.

IN BOND HAZARDOUS MATERIAL SHIPMENTS

Shipper/Consignor/Consignee must advise Carrier if the shipment is an in bond movement or hazardous material shipment and must provide necessary document, including shipping papers, and information for Carrier to properly perform under the applicable regulations and this bill of lading. Shipper/Consignor/Consignee must also furnish Carrier with proper shipping papers and correctly packaged and loaded commodities and/or all necessary documents needed for Carrier to comply with U.S. Custom Service and Dept. of Transportation regulations applicable to this shipment and its contents. Failure to comply with these provisions makes

Shipper/Consignor/Consignee responsible to Carrier for any fines, penalties, liquidated damages or other assessments together with Carrier's costs, including attorney's fees, incurred as a result of Shipper's/Consignor's/Consignee's failure to comply with these provisions.

SPECIAL CONDITIONS, IMPROPER LOADING, OVERWEIGHT & ADVANCE CHARGES

Unless otherwise stated in writing by Carrier this shipment moves shipper's load, weight and count and the terms and conditions of this bill of lading and the tariff in effect on the date of issue of this bill of lading cannot be altered, amended or changed unless said changes are negotiated and approved by an officer for Carrier prior to the issuance of this bill of lading and such change reduced o writing and signed by an officer or Carrier prior to the issuance of this bill of lading. Consignor/Consignee shall be responsible to Carrier and the public for all damages to the equipment and its contents, if loaded, for improper loading, including overweight and failure to properly secure or distribute the contents of the equipment.

Shipper/Consignor/Consignee shall be responsible to Carrier for all bonds, fines, penalties, liquidated damages, judgments, costs of investigating and defending, including attorney's fees, and judgments incurred from any source, governmental or private, by reason of the violation of this clause. Any bonds, fines, penalties or liquidated damages assessed by any governmental authority are advance charges due under this bill of lading and are transportation charges to be paid prior to the delivery of the equipment and its contents, if loaded, to the Consignee.

PAYMENT OF CHARGES

All Charges must be paid within 7 days except C.O.D. and other advance charges which are due on the tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, demurrage, detention, loss or damage to equipment shall bear interest at the rate of 1.5% per month. If carrier is required to file a law suit to collect transportation or any other applicable costs or charges due on this bill of lading, Consignor/Consignee shall be liable for the costs of collection including Carrier's attorney's fees and costs.

Consignor/Consignee consent to jurisdiction of the state or federal court in Miami-Dade County for the venue of any action by Motor Carrier to obtain Payment of Charges.

DECLARED VALUE

Unless a greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents per pound per article or actual value, whichever is less. The declared value is not more than \$_____.