



TEL 909.923.8008 : FAX 909.923.8055

**ORIGINAL SHORT FORM
NOT NEGOTIABLE
STRAIGHT BILL
OF LADING**

SHIPPER NO.
PURCH ORDER NO.
DATE SHIPPED

SHIPPER (FROM)				CONSIGNEE (TO)			
NAME				NAME			
STREET				STREET			
CITY		STATE OR PROVINCE		CITY		STATE OR PROVINCE	
ISLAND OR COUNTRY	ZIP	PHONE ()	ISLAND OR COUNTRY	ZIP	PHONE ()		

ROUTING INSTRUCTIONS: **PREPAID UNLESS MARKED COLLECT** TO BE PREPAID COLLECT **BILL FREIGHT CHARGES TO: (IF DIFFERENT THAN ABOVE)**

BILL TO NAME	3rd Party Bill To/ Performance Freight Systems	ADDRESS	P.O. BOX 518
CITY	Rancho Cucamonga	STATE	CA
		ZIP	91729

NUMBER OF UNITS	HM (X)	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (SUBJ. TO CORR.)	CLASS
TOTAL		_____ CU. FT.		

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign for following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Consignor Signature)

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding:
\$ _____ per pound

CHARGES
ADVANCED \$ _____
REMIT TO: SHIPPER
OTHER
IF OTHER THAN SHIPPER, WRITE NAME AND ADDRESS IN DESCRIPTION COLUMN.

COD \$ _____ (AMOUNT)	1. THE LETTERS COD MUST APPEAR IN BOX BEFORE CONSIGNEE'S NAME ABOVE. 2. SHIPPER SELECT: <input type="checkbox"/> CASHIERS CHECK ONLY <input type="checkbox"/> CONSIGNEE'S CHECK "OK"	3. REMIT C.O.D. TO: (IF DIFFERENT THAN SHIPPER ABOVE) NAME _____ STREET _____ CITY _____ STATE _____ ZIP _____
	X _____ (SHIPPER SIGNATURE)	

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned destined as indicated above, which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier or all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipments, and shall be subject to all the terms and conditions of the United States Carriage of Goods By Sea Act of 1924 if it is a water shipment.
Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

DRIVER'S SIGNATURE
X _____

THIS IS TO VERIFY THE ABOVE-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED, ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLIANCE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

DRIVER NO.	PIECE COUNT	PALLET COUNT	SINGLE SHIPMENT <input type="checkbox"/>	DATE
------------	-------------	--------------	--	------

SHIPPER NAME: _____
AUTHORIZED SIGNATURE **X** _____

FAILURE TO PAY BILLED CHARGES MAY RESULT IN A LIEN ON FUTURE SHIPMENTS.

Contract Terms & Conditions

RESPONSIBILITY OF PAYMENT

Section 1(a) The carrier of the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereto, or damage thereto, except as hereinafter provided.

Section 1(b)1 No carrier or party in possession of all or any portion of the property described in this bill of lading shall be liable for any loss of or damage to said property for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of the shipper or owner. Further, no carrier or party in possession of all or any portion of the said property shall be liable for any natural shrinkage of the property.

Section 1(b)2 The carrier shall be liable solely as a warehouseman for loss, damage or delay resulting from fire occurring after the expiration of free time (if any) allowed by the tariffs lawfully on file "such free time to be computed as provided in said tariffs) where such loss, damage or delay occurs.

Section 1(b)2(a) after notice of the arrival of the property at the destination (or, if the property is intended for export, after notice of the arrival of said property at the port of export) has been duly sent or give, and

Section 1(b)2(b) after placement of the property for delivery at destination or tender of delivery of the property to the party entitled to receive it has been made.

Section 1(b)3 Except in the case of negligence of the carrier or the party in possession, the carrier or party in possession shall not be liable for country damage to cotton, or for loss, damage or delay which results:

Section 1(b)3(a) when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request or

Section 1(b)3(b) from a defect or vice in the property, or

Section 1(b)3(c) from riots or strikes.

The burden to provide freedom from such negligence is on the carrier or the party in possession.

Section 1(b)4 Except in the case of negligence of the carrier no carrier or party in possession of all or any of the property described in this bill of lading shall be liable for delay caused by highway obstruction, by faulty or impassable highway, or by lack of capacity of any highway, bridge or ferry. The burden to prove freedom from such negligence is on the carrier or party in possession.

Section 2(a)1 Unless arranged or agreed upon, in writing, prior to shipment. No carrier is bound to transport said property by a particular schedule, train, vehicle, or vessel, or in time for any particular market, but is responsible to transport with reasonable dispatch. Every carrier shall have the right, in case of physical necessity, to forward said property by any carrier or route between the point of shipment and the point of destination.

Section 2(a)2 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 classification or 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.

Section 2(b) As a condition precedent to recover, claims must be filed in writing with:

Section 2(b)1 the receiving or delivering carrier;

Section 2(b)2 the carrier issuing this bill of lading; or

Section 2(b)3 the carrier whose line the loss, damage, injury or delay occurred; or

Section 2(b)4 the carrier in possession of the property when the loss, damage, injury or delay occurred.

Section 2(c)1 Such claims must be filed 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 failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

Section 2(c)2 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 party 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.

Section 4(a) If 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 telephone 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 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.

Section 4(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 confirmed 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 covered by the sale of the 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.

Section 4(c) Where carrier has attempted to follow the procedures 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 of the carrier at its option to sell the property under such circumstances and in such a manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of the property to the best advantage.

Section 4 (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 unloading or delivery shall not be that of the carrier.

Section 7(a) The consignor or consignee shall or consignee shall be liable for the freight and other lawful charges accruing on the shipment as billed or correct, 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 erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

Section 7(b) Notwithstanding the provision 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. ss13706, except that the consignee need not provide the specified written notice to the delivery carrier in the consignee is a for-hire carrier.

Section 7(c) Nothing in this bill of lading shall limit the right of the carrier to require payment 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.

Section 8 If this bill of lading is issued on the order of the shipper or his/her 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 connection with this bill of lading. Shippers who chose to use their own bills of lading shall be considered to possess the sophistication and transportation knowledge necessary to be conversant in tariffs provided by motor carrier. Therefore the annotation provided in paragraph (11) will not be required on shipper furnished bill of lading and the notice of limited liability provided herein shall be deemed sufficient public notice.

Unless arranged or agreed upon, in writing, prior to shipment the carrier requires that all freight bills to be paid within fifteen(15) days. Overdue accounts will be subject to a non-negotiable late charge of 2% per month. In the event the Company has to retain a collection agent, the client shall be liable for all collection fees.

CARRIER LIABILITY

Carrier Liability: Unless a greater value is declared herein under DECLARE VALUE, the shipper agrees and declares that the value of the property is released to a value not exceeding \$0.25 per pound, with a maximum of value of \$25.00 per unit, or the actual value of each unit (a unit is considered one (1) box or piece and excludes all content said to contain within the unit), with a maximum value not exceeding \$25,000.00 per shipment, WHICHEVER IS LESS, except when otherwise provided in the current NMF, or this carrier's governing tariffs.

DECLARE VALUE

Charge of \$0.45 per \$100.00 declared, unless otherwise agreed upon in writing. If freight collect, consignee refuse to pay charge, shipper will be responsible for charges. Maximum declare value allowed per shipment shall not be in excess of \$100,000.00 prior arrangement has to be made with the company. Shipments must be packaged to withstand the normal hazards of transportation for any claims to be valid. Carrier will not be liable for any damages, whether direct, incidental, special, or consequential in excess of the declared value of a shipment, whether or not the carrier had knowledge that such damages might be incurred, including but not limited to the loss of income or profits. Release valuation on household goods, furniture, personal effects, and USED electronic goods are not to exceed \$0.10 per pound, with a maximum liability not exceeding \$100.00 per shipment.

COLLECT ON DELIVERY SHIPMENT

GOODS RECEIVED WITH INSTRUCTIONS TO "Collect on Delivery" (COD) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company will not be responsible for any and acts, omissions, defaults, suspension, insolvency or want to care, loss, neglect, or fault or such bank, correspondent, carrier or agent, nor for any delay in remittance loss in exchange, or loss during transmission, or while in the course of collection. Shipper must enter the amount of any Shipper's C.O.D. which shall be collected subject to the fees and rules of the delivery carrier. Unless caused by Company's willful or intentional misconduct, under no circumstances shall the company's liability relating in any way to Shipper's C.O.D. The Carrier's liability for collecting amount shall not exceed the total freight charges assessed for the shipment. Carrier will accept checks as the agent of the consignor. Carrier responsibility is limited to the exercise of due care and diligence in forwarding such checks to the consignor.

The charge for collecting and remitting the amount of each COD will be 4 percent of the COD amount, subject to a minimum charge of \$45.00.

The following forms of payment will be accepted in payment of COD amounts:

- 1) Cash, up to a maximum of \$300.00.
- 2) Bank cashier's check
- 3) Bank certified check
- 4) Money order
- 5) Personal checks when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor.

The letters "C.O.D." must be stamped, typed or written on all bills of lading and shipping orders immediately before name of consignee. Each package must be plainly marked, labeled, or tagged by consignor showing letters "C.O.D.", and the name and address of consignor and consignee. The amount of C.O.D. freight charges for C.O.D. shipments must be collected at the time such shipments are delivered to the consignee.

Upon collection of a C.O.D., carrier will make remittance to consignor or remit to party as shown on the bill of lading within twenty (20) days after collection from the consignee. The charge for collecting and remitting the amount of each C.O.D. will be collected from the consignee except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading and shipping order. Collection, remitting, freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders payable to the consignor. If the consignee refuses to pay the charge for collection, it will be deducted from the amount of the C.O.D. remitted to consignor. Unless otherwise provided in individual pricing agreements, C.O.D. or Order Notify shipments will be subject to a maximum discount as follows:

- 1) If freight terms are prepaid, C.O.D. or Order Notify shipments will not be subject to a maximum discount.
- 2) If freight terms are collect, C.O.D., or Order Notify shipments will be subject to no discount.

A charge of \$45.00 per request will be made for increasing, reducing or canceling the C.O.D. amount.

ACCESSORIAL CHARGES

Not limited to the following:

- | | |
|---|--|
| 1) C.O.D. Fee | 15) Construction Site, Utility Site, Mine Site |
| 2) C.O.D. Increase-Reduce-Cancel | 16) Prison Site, government Site, Remote Site |
| 3) Detention (with power unit) | 17) Saturdays and Non-Business Hours |
| 4) Hazardous Materials Service Charge | 18) Sundays or Holidays |
| 5) Inside Delivery | 19) Port Service |
| 6) Floors Above or Below the Level Accessible | 20) Power Lift Gate |
| 7) Liability (Excess Coverage Fee) | 21) Proof of Delivery |
| 8) Marking or Tagging Freight | 22) Protective Service |
| 9) Notification Prior to Delivery | 23) Re-Consignment or Return |
| 10) Order Notify/Sight Draft Shipment | 24) Re-Delivery |
| 11) Pickup or Delivery Service | 25) Reversal of Terms |
| 12) Residential, Apartment, Church, Hotel, School | 26) Single Shipment |
| 13) Distribution Center | 27) Sorting or Segregating |
| 14) Exhibition Sites | 28) Storage per Day |
| | 29) Storage per Shipment |

General Lien on Any Property, Carrier Shall have a general lien on any and all property (and documents relating thereto) of the Shipper, in its possession, custody or control, or en route, for all claims, for charges, pass dues, expenses, or advances incurred by the carrier in connection with any shipments of the Shipper and if such claim remains unsatisfied for thirty (30) days after demand for its payments is made. The company may sell at a public auction or private sale upon a ten (10) day notice, sent certified or registered mail with return receipt request from the Shipper, all good, wares, and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the carrier. Any surplus from such sale shall be transmitted to Shipper, and Shipper shall be liable for any deficiency in the sale.

In the event the carrier has to retain an attorney or commence legal proceedings to enforce any portion of this contract, the client shall be liable for all legal and attorney fees.