



AUSTIN 512-990-8100  
 DALLAS 817-329-8939  
 HOUSTON 281-449-3737  
 BOND # 550600202  
 ICCMC# 543650C  
 FEI# 20-3870610

DATE

TRACKING #

ORIGIN DEST.

<input type="checkbox"/> LTL	<input type="checkbox"/> EUV	<input type="checkbox"/> AIRPORT TO AIRPORT	<input type="checkbox"/> AIRPORT TO DOOR	<input type="checkbox"/> DOOR TO DOOR	<input type="checkbox"/> DOOR TO AIRPORT
SHIPPER (FROM)			CONSIGNEE (TO)		
STREET			STREET		
CITY / STATE			CITY / STATE		
AUTHORIZED BY:		DEPT. / ROOM	ATTN:		DEPT. / ROOM
REFERENCE #			3RD PARTY BILL		
ALL SHIPMENTS SUBJECT TO DIM WT.			PPD <input type="checkbox"/>		
			COLLECT <input type="checkbox"/>		
NO. PCS	WEIGHT	DESCRIPTION	L	W	H
SPECIAL INSTRUCTIONS				DECLARED VALUE	INSURED VALUE
RECEIVED BY TX LAND & AIR		PRINT SIGNATURE HERE		DATE	TIME
				MONTH   DAY   YEAR	AM PM
<b>RECEIVED IN GOOD ORDER &amp; CONDITION</b>					
SIGNATURE		PRINT SIGNATURE HERE		DATE	TIME
				MONTH   DAY   YEAR	AM PM
TX LAND & AIR liability is agreed and understood to be \$.50 per pound multiplied by the number of pounds (or fractions thereof) of each piece(s) of the shipment which may have been lost, damaged, or destroyed (but not less than \$50.00 per shipment), unless a higher value is declared herein and applicable charges paid thereon, or the actual value of such piece(s), whichever is less, or the amount of any damages actually sustained, whichever is the least amount. However, commodities may be deemed to have a lesser value, in which case the value as stated in the governing tariffs will apply. TX LAND & AIR shall not be liable for special or consequential damages.					

PRINT GRAPHICS OF AUSTIN

## Texas Land and Air, LP • Terms of Freight

- 1) The shipper agrees that carriage and other services performed hereunder are subject to these conditions and to the rates, rules and classifications set forth in Texas Land & Air Co, LP 's currently effective Rules and Tariff, service guides and supplements which are available at Texas Land & Air Co, LP, 15505 Long Vista, Austin, TX 78728
- 2) Pursuant to this contract for service, Texas Land & Air Co, LP, (hereinafter referred to as Carrier), undertakes to arrange transportation of shipments hereof from the specified destination. This agreement sets forth the full and complete duties and obligations with respect to the consignor, consignee and beneficial owners of the subject shipment (s) and specifies responsibility and limits of liability of Texas Land & Air Co, LP, Affiliates and Subsidiaries for transportation services therefore.
- 3) In tendering the shipment described herein for carriage, Shipper agrees to these Conditions of Transportation Contract, which no agent or employee of the parties may alter, and that this Bill of Lading is non-negotiable and has been prepared by Shipper or on Shipper's behalf by Carrier.
- 4) Shipper must enter the amount of any Shipper's C.O.D. on the Carrier's Bill of Lading which shall be collected subject to the fee and rules of the delivering Carrier.
- 5) Carrier's routing applies unless shipper inserts specific routing.
- 6) All shipments are subject to inspection by the Carrier. This right extends to the entire shipment, including document pouches, waybill pouches and any other shipping documents. This requirement is to ensure the safety and security of our employees, equipment and facilities as well as the public at large.
- 7) Shipment is subject to charges for actual or dimensional weight, whichever is greater, in accordance with Carrier's applicable rules and tariffs. For and in consideration of the transportation services to be provided, Shipper agrees to pay Carrier the applicable freight charges based on chargeable weight as set forth in its written rate circulars and written rate tariffs unless otherwise herein specified.
- 8) Our credit terms are as follows; The invoice date is the beginning of our credit term cycle, and payment is due within ten (10) days from the invoice date. Failure to keep account current will result in your account being put on a "cash only" status. In the event prompt payment is not made and your account is placed on a "cash. only" basis, credit privileges will not be restored until you have paid all past-due balances of transportation and any related charges in full, including, but not limited to, all costs, fees and expenses incurred by Texas Land & Air in collecting or attempting to collect such balances.
- 9) The Shipper shall comply with all applicable laws, all U. S. Customs, USDOT, TSA, and other Government regulations of any jurisdiction to, from or through which the shipment may be carried, including those such documentation to the Bill of Lading as may be necessary to comply with such laws and regulations, Carrier shall not be obligated to inquire into the correctness of sufficiency of such information or documents, Carrier shall not be liable to the Shipper for loss or expenses due to the Shipper's failure to comply with this provision. The Shipper agrees that Carrier shall have a lien on the goods for unpaid obligations arising from this or prior shipments. Carrier reserves the right to demand payment of all outstanding and past due freight charges as a precondition for releasing this shipment(s) at destination. Carrier also reserves the right to require payment upon delivery of this shipment(s) at any time.
- 10) By tendering shipments to Carrier for transportation, the Shipper, for himself and all parties having an interest in the shipments, agree to the conditions, terms and limitations set forth in the Texas Land & Air Co, LP (and Affiliates & Subsidiaries) Bill of Lading and Carrier's rules and regulations and affirms the description of the shipments on the Texas Land & Air Co, LP Bill of Lading ((and Affiliates & Subsidiaries)) is not a nature unsuitable for carriage or hazardous thereto. Shipper warrants the shipment(s) identified is properly packaged to withstand the rigors of transportation, will not contaminate other landing with which the shipment(s) may be co-loaded and contains no toxic or controlled substance of hazardous materials subject to USDOT regulations unless it is so noted on the Texas Land & Air Co, LP Bill of Lading.
- 11) No liability shall attach to Carrier if Carrier in good faith should refuse to carry a shipment, based on understanding of the applicable law, Government regulations, demand, order or requirement.
- 12) Carrier shall not be liable for loss, damage, delay or other result caused by:
  - a) Acts of God, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, unavailability in whole or part of fuel, strikes, civil commotions, or hazards, or dangers incident to the state of war or nuclear risk;
  - b) The act of default of the Shipper or Consignee;
  - c) The nature of the shipment or any defect, characteristic or inherent vice thereof;
  - d) Violations by the Shipper or Consignee of any of the rules contained in this Contract of Carriage including, but not confined to, improper or insufficient packaging, securing, marking, addressing, or labeling and failure to observe any of the rules relating to shipments; not acceptable only under certain conditions;
  - e) Compliance with delivery instructions for the Shipper or Consignee or noncompliance with special instructions for the Shipper or Consignee not authorized by Carrier's rules. Carrier does not guarantee that delivery will be effectuated to meet any particular market, dispatch, exhibition, sailing or pre-set delivery parameter;
  - f) Shortage of articles loaded and sealed in containers by the shipper provided the seal is unbroken at the time of delivery and the container retains its basic integrity.
- 13) The liability of the Carrier shall be limited to:
  - a) For shipments not having a declared value entered on the Bill of Lading, the total liability of the Carrier shall in, no event, exceed \$0.50 per pound of each piece of the shipment which may have been lost, damaged or destroyed (but not less than \$50.00 per shipment as described on the Bill of Lading) or the actual value of such piece, whichever is less.
  - b) For shipments having a declared value entered on the Bill of Lading, the total liability of Carrier shall in no event exceed the declared value of the shipment/piece, whichever is less. Declaring a value for a shipment does not obligate Carrier to exceed coverage to an extent greater than outlined in paragraph (a) above of this Contract.
  - c) For Shipments having an insurance amount requested on the Bill of Lading, the total liability of the Carrier shall in no event exceed the insurance amount requested per shipment/piece or the actual value of the shipment /piece, whichever is less. In no case will the Carrier be liable for damages in excess of \$10,000 per shipment, regardless of the value declared. When an insurance amount is requested, the Shipper shall be obligated to the Carrier for insurance coverage of \$1.00 per \$100 value requested as an insurance amount for the shipper/piece, in addition to the applicable transportation and accessorial charges from the Carrier's Tariff. Temperature controlled service is not provided for shipment(s).
  - d) Carrier shall not be liable in any event for any consequential or special damages or for delays in delivery, whether or not Carrier had knowledge that such damages might be incurred.
- 14) Except as provided in the following paragraph below, receipt by the Consignee or employee or agent of the Consignee of the shipment without written notification of damages on the delivery receipt or Bill of Lading shall be prima facie evidence that the shipment has been delivered in good condition.
- 15) The Carrier shall not be obligated to the Shipper in any action brought to enforce a claim unless the following provisions have been set by the Shipper or the Consignee;
  - a) All claims must be made in writing within a period of Ninety (90) days after the date of acceptance of the shipment. Claims for overcharges shall have a period of one year, and must be made in writing within one year after the date of acceptance of the shipment.
  - b) Damage and/or loss discovered by the Consignee after delivery and after a clear receipt has been given to the Carrier must be reported in writing within fifteen (15) days after delivery of the shipment, with privilege to Carrier to make inspection of the shipment and container within fifteen (15) days after by the Carrier and notice of loss or damage by the Consignee shall show good cause why the loss or damage was not discovered earlier and timely notification given.
  - c) While awaiting inspections by Carrier, the Consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.
  - d) No claims, with respect to a shipment, whereby any part of which is received by the Consignee will be entertained until all transportation and related charges have been paid in full for the shipment(s).
- 16) The Carrier shall not be liable in any action brought to enforce a claim, except for overcharges, unless Carrier's claim procedures have been complied with by the claimant, and unless such action is brought within One Hundred and Eighty (180) days after the date written notice is given to the claimant that Carrier has disallowed the claim in whole or in part. In the event any applicable federal or state law requires that a longer period of time be provided to file a claim or bring an action the time period specified herein shall be deemed amended to comply with respect to a shipment.
- 17) The Shipper and Consignee shall be liable, jointly and severally, to pay or indemnify Carrier for all claims, fines, penalties, cost of other sums which may be incurred, suffered or dispersed by Carrier by reason of any violation of any of the rules contained in the most recent Tariff of Carrier or any other default of the Shipper or such other parties with respect to a shipment.
- 18) Any other verbal rate agreement(s) or "spot-quotes" will not be honored outside of this master rate contract without a separately executed rate confirmation addendum referencing specific shipment(s) to which that mutually agreed upon rate should apply. Any and all disputes regarding shipment charges will revert back to this master rate agreement in the absence of said rate confirmation addendum.
- 19) This contract of carriage shall be binding upon Shipper and consignee and the Carrier's by whom transportation is undertaken between the origin and destination including destination or re-consignment or return of the shipment, and shall inure also to the benefit of any other person, firm or corporation performing for i.e. Carrier pick-up, delivery or other ground service in connection with the shipment. This contract of carriage shall apply at all times when the shipment is being handled by or for Carrier including pick-up and delivery and other services rendered by or for Carrier in connection with shipment.