

CONTRACT TERMS AND CONDITIONS

1. Where used in this Bill of Lading, the term Carrier means the person, firm or corporation operating the motor vehicle and in possession under this contract; and the execution of this contract by the Carrier shall bind jointly, and severally, the person, firm or corporation owning or operating the motor vehicle. The Carrier assumes full responsibility for any and all loss, damage or delay to the property while in its possession and until delivery to the consignee except when the loss, damage or delay is caused by an act of God, act of public enemy or by an act or omission of the shipper or consignee.
2. The Carrier agrees to transport the property under protective service, at the temperature specified, between the origin and destination shown in this contract and to deliver the property to the consignee in good condition at the delivery time specified, if any. In the event the Carrier fails to transport and deliver the property, then the Carrier agrees to pay the owner of the property for the actual loss or injury to the property resulting from such failure.
3. It is further agreed that if no specific delivery time is stated in this contract, then timely delivery of the property will be based on the Carrier's usual and normal schedule for perishable shipments transported with reasonable dispatch between the points shown in this contract. The Carrier represents that the delivery can be performed without violating any local, state or federal traffic or safety laws and regulations, and that it has complied and will comply with all laws and regulations of local, state and federal authorities which could affect this transportation or agreement.
4. Claims against either or both the Carrier or Truck Broker, if any, must be filed within nine months of delivery, or in the case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Such claims may be filed either with the Carrier or Truck Broker, if any.
5. The Carrier warrants and represents to shipper and consignee, or other owner of the shipment, that the motor vehicle described in this contract is covered by a valid effective insurance policy, in at least the amounts prescribed by the federal government. It is further represented that this shipment is covered by a presently effective cargo insurance policy in at least the amount of \$250,000.00 and that additional coverage will be obtained to cover the actual value of the shipment if the shipper states the value on the face of this contract.
6. All parties acknowledge that the Truck Broker, for compensation received from the Carrier, has acted as the Carrier's agent. It is acknowledged that the shipper or consignee has relied on the Truck Broker in securing adequate and satisfactory transportation services, and that the Truck Broker agrees to indemnify and hold harmless the shipper or consignee or other owners of the property transported from any loss due to the Carrier's negligence, act of omission, or any failure to fully perform and comply with the terms of this agreement.