

U.S. Art Co., Inc.
BILL OF LADING TERMS AND CONDITIONS¹

1. Agreement To Terms. By giving us (Carrier) your shipment to deliver, you (Shipper) agree to all the terms in this Bill of Lading and any terms and conditions published and available at Carrier's website, www.usart.com. You may also request Carrier's Terms and Conditions by calling (800) 872-7826. You also agree to these terms on behalf of any third party with an interest in the shipment. If there is a conflict between any tariff and this Bill of Lading, the terms of the tariff will control. No one is authorized to change the terms of this Bill of Lading.

2. Carrier shall be liable under federal law, 49 U.S.C. §14706, or federal common law as the case may be, for any loss or damage to the shipment, except as hereinafter provided. Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of Shipper. Carrier shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request of Shipper, owner or party entitled to make such request; or from a faulty or impassible highway; or lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property; or from riots or strikes; or from improper packaging or an act or omission on the part of Shipper.

3. Reasonable dispatch. Unless arranged or agreed upon in writing prior to transportation, Carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport only with reasonable dispatch. In case of physical necessity, Carrier may forward a shipment via another carrier.

4. Carrier's Limitation of Liability. Carrier's liability for any loss, damage or delay related to the shipment identified in this Bill of Lading is limited to \$0.60 (sixty cents) per pound per article or the actual damage, whichever is less, unless Shipper declares a value on the front of this Bill of Lading and pays Carrier's additional charges for such declared valuation. Contact carrier at (800) 872-7826 for added valuation charges. Declared value is not insurance, and Carrier does not provide or sell cargo liability or any kind of insurance.

5. Responsibility for Completing Bill of Lading. Shipper is responsible for properly filling out and completing this Bill of Lading. If Shipper omits any declared value on the front of this Bill of Lading, Carrier's liability will remain limited as stated herein.

6. Special, Incidental Or Consequential Damages. Under no circumstances will Carrier be liable for any special or consequential damage, whether direct or incidental, including but not limited to loss of income, profits, market or loss of value, whether or not Carrier had knowledge that such damage(s) might be incurred.

7. Responsibility for Packaging and Labeling. Shipper is responsible for adequately packaging its goods and properly filling out this Bill of Lading. If Shipper omits the number of packages and/or weight per package, Carrier's billing will be based on its best estimate of the number of packages it received and/or an estimated "default" weight per package as determined by Carrier. In tendering the Shipment for carriage, Shipper agrees and warrants that the Shipment is properly packaged to protect the enclosed goods and to insure safe transportation with ordinary care and handling, and that each package is properly labeled and is in good order for transportation in accordance with the packaging rules and requirements of the U.S. DOT. Shipper also warrants that the goods are properly described on this Bill of Lading.

8. Freight Charges.

(a) Shipper or consignee shall be liable for the freight and other lawful charges accruing on the shipment as billed or corrected, except that collect shipments may move without recourse to Shipper when Shipper so stipulates by signature or endorsement in the space provided on the face of this Bill of Lading. Nevertheless, Shipper 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 Shipper.

(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 Carrier to require the prepayment 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.

(d) Payment terms are net fifteen (15) days from the presentation of Carrier's invoice. Invoices past due more than fifteen (15) days are subject to a 1.5% per month service charge. If Carrier elects to proceed with legal action or to place delinquent charges with an outside collection agency, Shipper will be liable to Carrier for an additional thirty percent (30%) collection fee, calculated on the gross undiscounted charges, which will be applied to each delinquent invoice.

9. Claims.

(a) As a condition precedent to recovery, claims for loss, damage or delay must be filed in writing with Carrier in accordance with the provisions of the claim filing regulations of the Federal Motor Carrier Safety Administration set forth at 49 C.F.R. §370, which regulations are expressly incorporated herein by reference in their entirety. Such regulations are also available on request from Carrier.

(b) Claims for loss, damage or delay must be filed in writing with Carrier within nine (9) months after delivery of the shipment, except that claims for failure to make delivery must be filed in writing within nine (9) months after a reasonable time for delivery has elapsed.

(c) Lawsuits for loss, damage, injury or delay must be instituted against Carrier no later than two (2) years and one day from the day when written notice is given to the claimant or Shipper that Carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or lawsuits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

(d) Carrier shall have the full benefit of any insurance that may have been effected, upon or on account of said shipment, so far as this shall not void the policies or contracts of insurance, PROVIDED, that Carrier, receiving the benefit of such insurance, will reimburse the claimant for the premium paid on the insurance policy or contract for the shipment.

(e) Shipper understands and agrees that Carrier's rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. Accordingly, Shipper agrees that in the event it has or obtains its own insurance coverage for loss, damage or delay, said insurance will contain a waiver of subrogation clause waiving any subrogation rights for and on behalf of such insurance carrier. In the event Shipper fails to obtain a waiver of subrogation, Shipper will defend, indemnify and hold harmless Carrier and any carrier retained by it with respect to any claims made by Shipper or third parties acting as subrogees of Shipper.

10. Refused/On-Hand Freight.

(a) If the consignee refuses the shipment tendered for delivery by Carrier or its agent or if Carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, 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 this Bill of Lading, if so indicated, to Shipper or the party, if any, designated to receive notice on this Bill of Lading. Storage charges shall start no sooner than the next business day following the attempted notification. At Carrier's option, storage may be in any location that provides reasonable protection against loss or damage. Carrier may place the shipment in public storage at the owner's expense and without liability to Carrier.

(b) If Carrier does not receive disposition instructions within 48 hours of the time of its attempted first notification, it 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 the shipment for sale. The amount of sale will be applied to the Carrier's invoice for transportation, storage and other lawful charges. Shipper or 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 Shipper or owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where Carrier has attempted to follow the procedure set forth in subsections 10 (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 Carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, Carrier may dispose of property to the best advantage.

(d) Where Carrier is directed by Shipper, consignee or their agent to unload or deliver property at a particular location where Shipper, consignee or the agent of either is not regularly located, the risk after unloading or delivery shall be that of Shipper, not Carrier.

11. Concealed Damage.

(a) **Reporting Concealed Damage.** When damage to contents of a shipping container, which could not have been determined at time of delivery, is discovered by Shipper or consignee it must be reported by the consignee to Carrier immediately upon discovery and a request for inspection by Carrier's representative made. Notice of loss or damage and a request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail. If more than fifteen (15) days pass between date of delivery of shipment by Carrier and date of report of loss or damage and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to Carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by Carrier. While awaiting inspection by Carrier, the consignee must hold the shipping container and its contents in the same condition they were in when the damage was discovered.

(b) **Inspection by Carrier.** Inspection by carrier will be made as promptly as possible and practicable after receipt of a request by consignee. Inspection will be made within five (5) normal work days after receipt of request from consignee, excluding Saturdays, Sundays or holidays. A day will be considered as the passing of twenty-four (24) hours from 9:00 a.m. local time from the date of receipt of request for inspection. Inspection by Carrier will include examination of the damaged merchandise, the shipping container and packing materials, and any other action necessary to establish all facts. If a shortage is involved, inspector will check contents of package with invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case inspection will be limited to a factual report. Consignee must cooperate with Carrier in every way possible to assist in the inspection. Any inspection report issued must be incorporated in claim file.

(c) **Prior Transportation.** If a concealed damage inspection report covers merchandise which has had prior transportation movement, consignee is required to assist Carrier in determining if the shipment was opened and inspected by Shipper prior to reshipment, and if not, shall then assist Carrier in every way possible to establish record of prior transportation.

12. Availability of Carrier's Rules. Copies of Carrier's rates, classifications, rules, terms, conditions and practices applicable to the shipment described in this bill of lading are available on request by contacting Carrier at (800) 872-7826 or visiting www.usart.com.

¹ As revised October 29, 2021



MC # 158735
USDOT # 387213

MA DPU # 25252
NYS DOT # 12772

Date:

www.usart.com
800-872-7826

Carrier #:

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between U.S. Art Company, Inc. ("Carrier") and Shipper, if applicable, otherwise to the rates, classifications and rules that have been established by Carrier which are available to Shipper, on request, and further subject to the terms and conditions of this Bill of Lading including those on the reverse side hereof, the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown herein, which said Carrier agrees to carry to destination. Shipper hereby certifies that he is familiar with all the terms and conditions of this Bill of Lading, including those on the reverse side hereof, and that said terms and conditions are hereby agreed to by Shipper and accepted for himself and his assigns.

SHIPPER:

CONSIGNEE:

BILLING INFORMATION:
BILL TO: C.O.P. C.O.D. CREDIT CARD
PAYMENT
By:
Amount:
Check#

SPECIAL INSTRUCTIONS:

WRAPPING INSTRUCTIONS:

CONDITION UPON PICK UP:
 UNKNOWN AS NOTED BELOW SEE ATTACHED PAGES
 WRAPPED BY SHIPPER WRAPPED BY U.S. Art

ITEMS/DESCRIPTION:

800-USARTCO

TOTAL NUMBER OF PACKAGES:

SHIPPER: _____ DATE: _____ TIME: _____ AGENT: _____
PRINT: _____
CONSIGNEE: _____ DATE: _____ TIME: _____ AGENT: _____
PRINT: _____

Declared Value and Limit of Liability for loss or damage on this shipment apply. See 49 U.S.C. §14706(c)(1)(A) and (B). Carrier will not be liable for any claim in excess of \$0.60 (sixty cents) per pound, per article, whether the result of loss, damage, delay, non-delivery, mis-delivery or misinformation, unless Shipper declares a higher value, pays an additional charge, and documents its actual loss in accordance with the claim filing rules on the reverse side of this Bill of Lading. Shipper's right to recover from Carrier for any loss includes intrinsic value of the shipment, loss of interest, sales, profit, opportunity, attorney's fees, costs, and all other forms of damage, whether direct, incidental, consequential or special, and is limited to \$0.60 (sixty cents) per pound per article, but cannot exceed actual documented loss.
Please call Carrier for details. 800-872-7826
TOTAL DECLARED VALUE: _____
SHIPPER: _____

CHARGES DUE: