



CONDITIONS OF CONTRACT

1. In tendering this shipment, shipper agrees to the Conditions of 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 FASTRUCKING.COM, LLC. It is mutually agreed that the conditions of carriage for this shipment are governed by FASTRUCKING.COM, LLC tariffs, available for inspection at FASTRUCKING.COM, LLC offices, and which hereby are incorporated into this Contract.
2. Shipper warrants that the shipment is packaged to prevent damage from normal care in the handling of air or ground shipments. Any glass, fragile items or electronic equipment must be identified as such and be professionally packaged or crated for shipment or any claim will be denied.
3. FASTRUCKING.COM, LLC IN NO EVENT SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHICH MAY ARISE FROM LOSS, DAMAGE, NONDELIVERY OR DELAY OF ANY SHIPMENT. THIS LIMITATION SHALL APPLY TO AND INCLUDE, BUT NOT BE LIMITED TO DAMAGES FOR LOSS OF PROFIT, LOSS OF INCOME OR LOSS OF BUSINESS OPPORTUNITY.
4. Due to the inherent nature of the freight business, FASTRUCKING.COM, LLC does not GUARANTEE DELIVERY by stipulated date or a stipulated time, nor shall FASTRUCKING.COM, LLC be liable for the consequences of failure to make timely delivery.
5. All claims (including overcharges) must be received in writing by FASTRUCKING.COM, LLC within 30 days after delivery of the shipment by FASTRUCKING.COM, LLC. Concealed loss/damage must be reported IN WRITING TO FASTRUCKING.COM, LLC within 7 days after delivery, or if perishables verbally within 24 hours, and with written follow-up within 48 hours after delivery. No claims will be paid until transportation charges and any declared value charges have been paid. (a) Merchandise must be retained in its original shipping container in order that FASTRUCKING.COM, LLC and/or its assigns may make an inspection thereof. (b) Satisfactory proof of loss must be furnished including invoices and supporting documentation. (c) Claimant agrees to assist FASTRUCKING.COM, LLC in recovery of the loss from any insurer and invoke all legal rights shipper may have to minimize the effect of any loss. (d) FASTRUCKING.COM, LLC or its insurer shall become subrogated to all rights and remedies, if any, of claimant in respect to such a loss. In the event that any of the provisions of this paragraph shall be deemed invalid, it shall not affect any remaining clauses, phrases or sections in this agreement. Claims may not be deducted from transportation charges. Legal action to enforce a claim must be brought within one year after the claim has been denied in writing by FASTRUCKING.COM, LLC, in whole or in part.
6. FASTRUCKING.COM, LLC liability in the absence of a higher declared value for carriage, is limited to \$0.50 per pound up to a maximum of \$50.00 unless a greater amount is declared prior to the shipment, on the bill of lading, and applicable declared value charges paid thereon. The maximum declared value for any shipment is \$20,000.00 This limitation is subject to revision as published in FASTRUCKING.COM, LLC governing tariffs in effect at the time of this shipment. Declared value for carriage shall be subject to an excess valuation charge of \$.65 per \$100.00 of Declared Value.
7. FASTRUCKING.COM, LLC shall not be liable for loss, damage or delay caused by Acts of God, public authorities, strikes, labor disputes, weather, mechanical aircraft failures, act or omissions of Customs or quarantine officials, civil commotions, riots, fuel shortages, terrorist activity or hazards incident to a state of war.
8. Unless otherwise expressly provided in FASTRUCKING.COM, LLC tariffs, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage. Any shipment prohibited by law, bonds, coins of any kind, currency, furs, fur clothing, gems or stones (cut or uncut), industrial diamonds, gold or silver coined concentrates, jewelry (other than costume jewelry), money, pearls, precious metals, securities (negotiable), time-sensitive written material, processed film when the declared value exceeds \$500, watches and parts thereof, and such other articles provided in FASTRUCKING.COM, LLC governing tariffs and service guide. These limitations are subject to revision as published in FASTRUCKING.COM, LLC governing tariffs. FASTRUCKING.COM, LLC shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in this airbill, and no employee or agent of FASTRUCKING.COM, LLC has any authority to accept for transportation such articles or to waive the limitations herein contained.
9. All parcels tendered to FASTRUCKING.COM, LLC are subject to reweighing by FASTRUCKING.COM, LLC and are subject to recalculation of charges based on such reweighing. Regardless of actual classification, or that claimed by the shipper, carrier shall reserve the right to determine dimensional weight of reweigh while in its possession to be transported on a revenue-bearing freight bill. Weight is determined by the greater of 1) Actual gross shipment weight, 2) Dimensional weight {(length times width times height) divided by 194}.
10. The shipper, consignee and owner of the goods are jointly and severally liable for the payment of all unpaid transportation charges, accessorial charges, advances and disbursements of FASTRUCKING.COM, LLC and are subject to the liens described in section 14 below. In addition to the above, FASTRUCKING.COM, LLC is entitled to collect from shipper, consignee or owner of the goods any and all collection and legal expenses, including attorneys' fees incurred during the course of any collection action of delinquent charges due FASTRUCKING.COM, LLC.
11. Past due invoices will be charged 1 1/2% interest per month or maximum amount allowable by law. A ten dollar (\$10.00) minimum late charge may apply.
12. FASTRUCKING.COM, LLC reserves the right to assess a fuel surcharge on all shipments without serving prior notice to shipper and any such surcharges may apply for any period of time as deemed necessary by FASTRUCKING.COM, LLC.
13. If Shipper is given credit by FASTRUCKING.COM, LLC with 30-day payment terms, and applicant exceeds the credit limit set by FASTRUCKING.COM, LLC, shipper agrees that all outstanding shipping charges are immediately due and payable and that any invoices for future shipments are due upon receipt. If shipper terminates its business relationship with FASTRUCKING.COM, LLC and fails to provide 45 days' advance notice of this termination, any credit agreement is immediately terminated, and all outstanding invoices are immediately due and payable.
14. With regard to all transportation and warehousing expenses that shipper incurs with FASTRUCKING.COM, LLC shipper agrees that a failure to pay charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipments held pursuant to California Civil Code section 3051.3. Pursuant to California Commercial Code section 7209, FASTRUCKING.COM, LLC has a lien on any of shipper's goods stored at any FASTRUCKING.COM, LLC warehouse facility. The lien is in the amount of any charges for storage or transportation, including demurrage and terminal charges, insurance, labor, or other charges, present or future, in relation to the goods or reasonably incurred by FASTRUCKING.COM, LLC in the sale of the goods pursuant to law.
15. Any failure by Fastrucking to enforce any term of these Conditions of Contract does not operate as a waiver of Fastrucking's right to enforce the Terms of Sale and Agreement in the event of further breaches.
16. For any questions regarding this freight bill contact FASTRUCKING.COM, LLC.

Company Name _____

Signature _____ Print _____

Title _____ Date _____