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OTC-394 (05/21)

TForce Freight

Instructions for completing Export Express,

a simple form combining TForce Freight's Bill of Lading and Canadian Customs Invoice.

Export Express gives you one simple form to prepare standard Canadian export documentation. This documentation includes an TForce Freight Bill of Lading and Canadian Customs Invoice (CCI), all in one simplified form. Just follow the directions below.

You may use your own CCI and Nafta Certificate of Origin CO with this Bill of Lading.

Canadian or U.S. Customs may require additional documentation or information. Check box #13 to indicate attachments. If unsure, contact your consignee or customhouse broker.

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1. Exporter / Shipper (Name and Address . . .)

Enter the name and address (including country) of the exporter or shipper, including the legal tax identification number. In the United States, the tax identification number is the employer's identification number or social security number.

2. TForce Freight PRO Number

3. Date

Enter the date on which the goods begin their carriage to Canada.

4. P.O. Number

Enter the consignee purchase order number or shipper reference.

5. Currency of Settlement

Enter the currency in which the seller demands payment (i.e., U.S. or Canadian dollars.

6. Bill of Lading Number

Enter Shipper's Bill of Lading number.

7. Ultimate Consignee (Name and Address)

Enter the complete name and address of the consignee (the party in Canada to whom the goods are to be shipped).

8. Purchaser's Name and Address

9. Canadian Customs Broker

In order to expedite the clearance process, enter the full name, address, phone number and fax number of the Canadian customs broker selected to clear this shipment.

10. Canadian Customs Clearance Location

If known, enter the name of the city where the freight will clear Customs.

11. Country of Transshipment

Enter the country through which goods were shipped to Canada under Customs control, or enter N/A (not applicable).

12. Country of Origin

Enter the country from where the shipment originates.

13. Exporting Carrier

TForce Freight

14. Origin City and State

Enter the city and state from where the shipment originates.

15. Conditions of Sale and Terms of Payment

Enter conditions of sale and terms of payment.

16. Special Instructions

Enter any special shipping instructions.

17. PLACE TFORCE FREIGHT PRO LABEL HERE

18. Number of Packages

Enter the number of pieces, skids, cartons, cases, etc., in the shipment

19. H.M.

Place an "X" next to the product description if the product contains hazardous materials.

20. Kinds of Packaging, Description of Commodities

Provide a full description of each good.

21. Quantity

Enter quantity of each piece

22. Shipping Weight

Enter the weight, in pounds, of each article described in box #20

23. Unit Price

24. Value

Enter selling price or cost of goods if not sold along with currency of settlement from field 5.

25. Total Weight

Enter total weight both net and gross.

26. Invoice Total

Enter invoice total along with currency of settlement.

27. If any of fields 1 to 26 are included on an attached commercial invoice, check this box

28. Note

To be filled out if transportation rate is based on the value.

29. Subject to Section 7 of Conditions

Subject to Section 7 of Conditions Affirmation.

30. Terms of Payment

Place a check in the box next to prepaid or collect, directing the payment status.

31. COD Fee

Check appropriate box to determine payment of COD fee, prepaid or collect.

32. COD Amount U.S. $

If this shipment is COD (cash on delivery), enter amount of the COD shipment. COD fee information is completed by TForce Freight and should be paid in U.S. dollars.

33. Exporter's Name and Address

To be filled out if the exporter is different than the shipper (box #1).

34. Originator (Name and Address)

To be filled out if the originator is different than the exporter (box #33).

35. Departmental Ruling

Enter any special departmental rulings as reference.

36. If fields 37 to 39 are not applicable, check this box

37. If included in field 26 indicate amount

38. If not included in field 24 indicate amount

39. Check (if applicable)

40. Shipper

Enter shipper's authorized signature.

41. Per

42. Date

Enter shipment date.

2B ☐ 2A ☐

TForce Freight

STRAIGHT BILL OF LADING / CANADA CUSTOMS INVOICE
(ORIGINAL NON-NEGOTIABLE)

1. EXPORTER / SHIPPER (Name and address including ZIP code) Veratex, Inc. P.O. Box 682 New York, NY 10108 Tax ID: 13-2804148 ZIP CODE 10108	2. TForce Freight PRO. NO. 3. DATE 11/27/2024 *4. P.O. NO. (Other references if applicable) P389 White *5. CURRENCY OF SETTLEMENT 6. BILL OF LADING NO.
7. ULTIMATE CONSIGNEE (Name and Address) PHONE L Davis Textiles, Inc. 780 Georges-Cros Granby, Quebec Canada J2J1N2	*8. PURCHASER'S NAME AND ADDRESS (If other than consignee) Shapeez, Inc. 200 Perry Parkway Suite 10 Gathersburg, MD 20877
9. CANADIAN CUSTOMS BROKER (Name and Address) PHONE Coles International	10. CANADIAN CUSTOMS CLEARANCE LOCATION *11. COUNTRY OF TRANSSHIPMENT *12. COUNTRY OF ORIGIN USA IF SHIPMENT INCLUDES GOODS OF DIFFERENT ORIGINS ENTER ORIGINS AGAINST ITEMS IN FIELD 20.
*13. EXPORTING CARRIER TForce Freight *14. ORIGIN CITY AND STATE Cherryville, North Carolina *15. CONDITIONS OF SALE AND TERMS OF PAYMENT Net 30 Days 16. SPECIAL INSTRUCTIONS	**17. PLACE TFORCE FREIGHT PRO LABEL HERE**

18. NO. OF PKGS.	19. H.M.	20. KINDS OF PACKAGING, DESCRIPTION OF COMMODITIES	*21. QUANTITY	22. SHIPPING WEIGHT (lbs)	*23. UNIT PRICE	*24. VALUE (Currency of settlement from field 5) (Selling price or cost if not sold)
1		Pallet, 2 Rolls P389 White Polyester Fabric	154 Yds	140 lbs	USD 5.85	USD 900.90

*27. If any fields 1 to 26 are included on an attached commercial invoice, check this box [X] Commercial Invoice No. 32789	*25. TOTAL WEIGHT Net 100 Gross 140 LBS	*26. INVOICE TOTAL USD 1285.34

RECEIVED, Subject to the classifications and transportation service contracts and/or tariffs in effect on the date of the issue of this Bill of Lading, the property described above, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as shown above which said company (the word company being understood throughout this 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 own railroad, water line, highway route or routes or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of 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 conditions not prohibited by law, whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.
***Mark with an "X" to designate hazardous materials as defined in title 49 of the Code of Federal Regulations. This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.**

NOTICE: Freight moving under this Bill of Lading is subject to tariffs on file with the Interstate Commerce Commission. This notice supersedes and negates any claimed oral or written contract, promise, representation, or understanding between parties, except to the extent of any written contract signed by both parties to the contract.

28. Note - When 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 _____	29. Subject to section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges. _____ SIGNATURE OF CONSIGNOR

30. TERMS OF PAYMENT: (Check appropriate box) ☐ PREPAID ☐ COLLECT ☐ PREPAID TO BORDER, COLLECT BEYOND **Note:** Combination rates will be applied if this box is checked. *This may result in higher freight charges.*	31. **COD FEE** ☐ PREPAID ☐ COLLECT	32. **COD AMT U.S. $** _____

*33. Exporter's Name and Address (If other than Exporter / Shipper)	*34. Originator (Name and Address)
*35. Departmental Ruling (If applicable)	*36. If fields 37 to 39 are not applicable, check this box ☐

*37. If included in field 26 indicate amount: (i) Transportation charges, expenses and insurance from the place of direct shipment to Canada. (ii) Costs for construction, erection and assembly incurred after importation into Canada. (iii) Export packing.	*38. If not included in field 24 indicate amount: (i) Transportation charges, expenses and insurance to the place of direct shipment to Canada. (ii) Amounts for commissions other than buying commissions. (iii) Export packing.	*39. Check (if applicable) ☐ (i) Royalty payments or subsequent proceeds are paid or payable by the purchaser. ☐ (ii) The purchaser has supplied goods or services for use in the production of these goods.

I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by rail, highway, water according to applicable international and national government regulations.	**TForce Freight (TFF)**

40. SHIPPER	41. PER	42. DATE
X		

* DENOTES INFORMATION NEEDED ONLY FOR EXPORT DOCUMENTATIONS.

MARK "X" IN H.M. COLUMN FOR HAZARDOUS MATERIALS

SHIPPER'S ORIGINAL COPY

TForce Freight

STRAIGHT BILL OF LADING / CANADA CUSTOMS INVOICE
(ORIGINAL NON-NEGOTIABLE)

1. EXPORTER / SHIPPER (Name and address including ZIP code)		2. TForce Freight PRO. NO.	3. DATE
		*4. P.O. NO. (Other references if applicable)	
	ZIP CODE	*5. CURRENCY OF SETTLEMENT	6. BILL OF LADING NO.
7. ULTIMATE CONSIGNEE (Name and Address)	PHONE	*8. PURCHASER'S NAME AND ADDRESS (If other than consignee)	
9. CANADIAN CUSTOMS BROKER (Name and Address)	PHONE	10. CANADIAN CUSTOMS CLEARANCE LOCATION	*11. COUNTRY OF TRANSSHIPMENT
		*12. COUNTRY OF ORIGIN	IF SHIPMENT INCLUDES GOODS OF DIFFERENT ORIGINS ENTER ORIGINS AGAINST ITEMS IN FIELD 20.
*13. EXPORTING CARRIER TForce Freight		**17. PLACE TFORCE FREIGHT PRO LABEL HERE**	
*14. ORIGIN CITY AND STATE			
*15. CONDITIONS OF SALE AND TERMS OF PAYMENT			
16. SPECIAL INSTRUCTIONS			

18. NO. OF PKGS.	19. H.M.	20. KINDS OF PACKAGING, DESCRIPTION OF COMMODITIES	*21. QUANTITY	22. SHIPPING WEIGHT (lbs)	*23. UNIT PRICE	*24. VALUE (Currency of settlement from field 5) (Selling price or cost if not sold)

*27. If any fields 1 to 26 are included on an attached commercial invoice, check this box ☐ Commercial Invoice No. _____	*25. TOTAL WEIGHT		*26. INVOICE TOTAL
	Net	Gross	

RECEIVED, Subject to the classifications and transportation service contracts and/or tariffs in effect on the date of the issue of this Bill of Lading, the property described above, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as shown above which said company (the word company being understood throughout this 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 own railroad, water line, highway route or routes or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of 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 conditions not prohibited by law, whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.
***Mark with an "X" to designate hazardous materials as defined in title 49 of the Code of Federal Regulations. This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.**

NOTICE: Freight moving under this Bill of Lading is subject to tariffs on file with the Interstate Commerce Commission. This notice supersedes and negates any claimed oral or written contract, promise, representation, or understanding between parties, except to the extent of any written contract signed by both parties to the contract.

28. Note - When 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 _____	29. Subject to section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of the shipment without payment of freight and all other lawful charges. _____ SIGNATURE OF CONSIGNOR

30. TERMS OF PAYMENT: (Check appropriate box) ☐ PREPAID ☐ COLLECT ☐ PREPAID TO BORDER, COLLECT BEYOND **Note:** Combination rates will be applied if this box is checked. *This may result in higher freight charges.*	31. **COD FEE** ☐ PREPAID ☐ COLLECT	32. **COD AMT U.S. $** _____

*33. Exporter's Name and Address (If other than Exporter / Shipper)	*34. Originator (Name and Address)
*35. Departmental Ruling (If applicable)	*36. If fields 37 to 39 are not applicable, check this box ☐

*37. If included in field 26 indicate amount: (i) Transportation charges, expenses and insurance from the place of direct shipment to Canada. _____ (ii) Costs for construction, erection and assembly incurred after importation into Canada. _____ (iii) Export packing. _____	*38. If not included in field 24 indicate amount: (i) Transportation charges, expenses and insurance to the place of direct shipment to Canada. _____ (ii) Amounts for commissions other than buying commissions. _____ (iii) Export packing. _____	*39. Check (if applicable) ☐ (i) Royalty payments or subsequent proceeds are paid or payable by the purchaser. ☐ (ii) The purchaser has supplied goods or services for use in the production of these goods.

I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labeled, and are in all respects in proper condition for transport by rail, highway, water according to applicable international and national government regulations.	**TForce Freight (TFF)**	
40. SHIPPER ***X***	41. PER	42. DATE

* DENOTES INFORMATION NEEDED
ONLY FOR EXPORT DOCUMENTATIONS.

TFORCE FREIGHT ORIGINAL COPY

4C 4B 4A

Revenue Canada
Customs and Excise

Revenu Canada
Douanes et Accise

CANADA CUSTOMS INVOICE *FACTURE DES DOUANES CANADIENNES*

1. Vendor (Name and address) Vendeur (Nom et adresse)

2. Date of Direct Shipment to Canada / Date d'expedition directe vers le Canada

3. P.O. No. (Other references if applicable)
Nbre de commande de l'acheteur (Autres references s'il y a lieu)

4. Currency of Settlement
Devises du palement

5. Consignee (Name and Address) / Destinataire (Nom et adresse)

6. Purchaser's Name and Address (if other than Consignee)
(Nom et adresse de l'acheteur (S'il differe du destinataire)

7. Canadian Customs Broker (Name and Address) Agent
Canadien en douane (Nom et adresse)

8. Canadian Customs Clearance Location
Installation de dÈdouanement

9. Country of Transshipment
Pays de transbordement

10. Country of Origin of Goods
Pays d'origine des marchandises

IF SHIPMENT INCLUDES GOODS OF DIFFERENT ORIGINS ENTER ORIGINS AGAINST ITEMS IN FIELD 12. / SI L'EXPEDITION COMPREND DES MARCHANDISES D'ORIGINES DIFFERENTES. PRECISER LEUR PROVENANCE EN ZONE 12.

11. Transportation: Give Mode and Place of Direct Shipment to Canada
Transport: Preciser mode et point d'expedition directe vers le Canada

TRUCK

12. Conditions of Sale and Terms of Payment
Conditions de vente et modalites de paiement

13. No. of Pkgs. Nbre de colis	14. Specification of Commodities (Kind of Packages, Marks and Numbers, General Description and Characteristics, i.e. Grade, Quality) Designation des articles (Nature des colis, marques et numeros, description general et caracteristiques, p. ex. classe, qualite)	15. Quantity (State Unit) Quantite (Preciser l'unite)	16.Shipping Weight (lbs) Poids d'expedition (livres)	Selling Price / Prix de vente	
				17. Unit Price Prix unitaire	18. Total

21. If any fields 1 to 20 are included on an attached commercial invoice, check this box ☐
Si toute renseignement relativement aux zones 1 a 20 figure sur une ou des factures commerciales ci-attachees, cocher cette case

Commercial Invoice No. / N de la facture commerciale _____

19. Total Weight / Poids Total

Net | Gross / Brut

20. Invoice Total
Total de la facture

22. Exporter's Name and Address (If other than Vendor) Nom et adresse de l'exportateur (S'il differe du vendeur)

23. Originator (Name and Address) / Expediteur d'origine (Nom et adresse)

24. Departmental Ruling (If applicable) / Decision du Ministere (S'il y a lieu)

25. If fields 26 to 28 are not applicable, check this box Si les zone 26 a 28 sont sans objet, cocher cette case ☐

26. If included in field 20 indicate amount:
Si compris dans le total a la zone 20, preciser:
(i) Transportation charges, expenses and insurance from the place of direct shipment to Canada.
Les trais de transport, depenses et assurances a partir du point d'expedition directe vers le Canada.

(ii) Costs for construction, erection and assembly incurred after importation into Canada. Les couts de construction, d'erection et d'assemblage apres importation au Canada.

(iii) Export packing.
Le cout de l'emballage d'exportation.

27. If not included in field 20 indicate amount:
Si non compris dans le total a la zone 20, preciser:
(i) Transportation charges, expenses and insurance to the place of direct shipment to Canada.
Les fraisde transport, depenses et assurances jusqu au point d'expedition directe vere le Canada.

(ii) Amounts for commissions other than buying commissions. Les commissions auytres que celles versees puor l'achat.

(iii) Export packing.
Le cout de l'emballage d'exportation.

28. Check (if applicable):
Cocher (s'il y a lieu):

☐ (i) Royalty payments or subsequent proceeds are paid or payable by the purchaser.
Des redevances ou produits ont ete ou seront verses par l'acheteur.

☐ (ii) The purchaser has supplied goods or services for use in the production of these goods. L'acheteur a foumi des marchandises ou des services des marchandises.

DEPARTMENT OF NATIONAL REVENUE - CUSTOMS AND EXCISE

MINISTERE DU REVENU NATIONAL - DOUNES ET ACCISE

TFORCE FREIGHT ORIGINAL COPY

5C 4B 4A

Revenue Canada
Customs and Excise

Revenu Canada
Douanes et Accise

CANADA CUSTOMS INVOICE *FACTURE DES DOUANES CANADIENNES*

1. Vendor (Name and address) Vendeur (Nom et adresse)

2. Date of Direct Shipment to Canada / Date d'expedition directe vers le Canada

3. P.O. No. (Other references if applicable)
Nbre de commande de l'acheteur (Autres references s'il y a lieu)

4. Currency of Settlement
Devises du palement

5. Consignee (Name and Address) / Destinataire (Nom et adresse)

6. Purchaser's Name and Address (if other than Consignee)
(Nom et adresse de l'acheteur (S'il differe du destinataire)

7. Canadian Customs Broker (Name and Address) Agent
Canadien en douane (Nom et adresse)

8. Canadian Customs Clearance Location
Installation de dÈdouanement

9. Country of Transshipment
Pays de transbordement

10. Country of Origin of Goods
Pays d'origine des marchandises

IF SHIPMENT INCLUDES GOODS OF DIFFERENT ORIGINS ENTER ORIGINS AGAINST ITEMS IN FIELD 12. / SI L'EXPEDITION COMPREND DES MARCHANDISES D'ORIGINES DIFFERENTES. PRECISER LEUR PROVENANCE EN ZONE 12.

11. Transportation: Give Mode and Place of Direct Shipment to Canada
Transport: Preciser mode et point d'expedition directe vers le Canada

TRUCK

12. Conditions of Sale and Terms of Payment
Conditions de vente et modalites de paiement

13. No. of Pkgs. Nbre de colis	14. Specification of Commodities (Kind of Packages, Marks and Numbers, General Description and Characteristics, i.e. Grade, Quality) Designation des articles (Nature des colis, marques et numeros, description general et caracteristiques, p. ex. classe, qualite)	15. Quantity (State Unit) Quantite (Preciser l'unite)	16.Shipping Weight (lbs) Poids d'expedition (livres)	Selling Price / Prix de vente	
				17. Unit Price Prix unitaire	18. Total

21. If any fields 1 to 20 are included on an attached commercial invoice, check this box ☐
Si toute renseignement relativement aux zones 1 a 20 figure sur une ou des factures commerciales ci-attachees, cocher cette case

Commercial Invoice No. / N de la facture commerciale _____

19. Total Weight / Poids Total

Net | Gross / Brut

20. Invoice Total
Total de la facture

22. Exporter's Name and Address (If other than Vendor) Nom et adresse de l'exportateur (S'il differe du vendeur)

23. Originator (Name and Address) / Expediteur d'origine (Nom et adresse)

24. Departmental Ruling (If applicable) / Decision du Ministere (S'il y a lieu)

25. If fields 26 to 28 are not applicable, check this box Si les zone 26 a 28 sont sans objet, cocher cette case ☐

26. If included in field 20 indicate amount:
Si compris dans le total a la zone 20, preciser:
(i) Transportation charges, expenses and insurance from the place of direct shipment to Canada.
Les trais de transport, depenses et assurances a partir du point d'expedition directe vers le Canada.

(ii) Costs for construction, erection and assembly incurred after importation into Canada. Les couts de construction, d'erection et d'assemblage apres importation au Canada.

(iii) Export packing.
Le cout de l'emballage d'exportation.

27. If not included in field 20 indicate amount:
Si non compris dans le total a la zone 20, preciser:
(i) Transportation charges, expenses and insurance to the place of direct shipment to Canada.
Les fraisde transport, depenses et assurances jusqu au point d'expedition directe vere le Canada.

(ii) Amounts for commissions other than buying commissions. Les commissions auytres que celles versees puor l'achat.

(iii) Export packing.
Le cout de l'emballage d'exportation.

28. Check (if applicable):
Cocher (s'il y a lieu):

☐ (i) Royalty payments or subsequent proceeds are paid or payable by the purchaser.
Des redevances ou produits ont ete ou seront verses par l'acheteur.

☐ (ii) The purchaser has supplied goods or services for use in the production of these goods. L'acheteur a foumi des marchandises ou des services des marchandises.

DEPARTMENT OF NATIONAL REVENUE - CUSTOMS AND EXCISE

MINISTERE DU REVENU NATIONAL - DOUNES ET ACCISE

SHIPPER'S COPY

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or 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 thereof or damage thereto, except as hereinafter provided.

Sec. 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 forany loss of or damage to the said property or 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.

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:

(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 given, and

(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.

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:

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

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

(c) from riots or strikes.

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

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.

Sec. 1. (c) In case of quarantine, the property may be discharged at the owner's risk and expense into a quarantine depot or elsewhere as required by quarantine regulations or authorities, or for the carrier's dispatch, the property may be discharged at the owner's risk and expense at the nearest available point in the carrier's judgement. The carrier's responsibilities shall cease when the property is so discharged, or the property may be returned by the carrier at the owner's expense to the shipping point, earning freight both ways. All quarantine expenses of whatever nature or kind which are incurred with respect to the property shall be borne by the owners of the property. The carrier shall not be liable for loss or damage caused by fumigation, disinfection or other acts required or done by quarantine regulations or authorities even though these acts may have been done by the carrier's officers, agents, or employees. In addition, the carrier shall not be liable for detention, loss, or damage of any kind occasioned by the quarantine or the enforcement of the quarantine. No carrier shall be liable except in the case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents or officers, as to quarantine laws or regulations. The shipper shall indemnify the carrier for any expense incurred or damages the carriers may be required to pay as a result of introducing the property covered by contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a)

1. No carrier is bound to transport said property by any particular schedule, train, vehicle or vessel, or in time for any particular market or in any manner other than 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.

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.

Sec. 2. (b) As a condition precedent to recovery, claims must be filed in writing with:

1. the receiving or delivering carrier; or
2. the carrier issuing this bill of lading; or
3. the carrier whose line the loss, damage, injury or delay occurred; or
4. the carrier in possession of the property when the loss, damage, injury or delay occurred.

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.

Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part 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.

Sec. 2. (c) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance. PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid in the insurance policy or contract.

Sec. 3. All property shall be subject to necessary cooperage and baling at owner's cost, except where such service is required as the result of carrier's negligence. Each carrier over whose route cotton or cotton linters is to be transported under this bill of lading shall have the privilege, at its own cost and risk, of compressing the cotton or cotton linters for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression.

Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted in this bill of lading and then only if the grain in bulk is not promptly unloaded) be there delivered, and placed with other grain of the same kind and grade without respect to ownership and prompt notice thereof shall be given to the consignor. If the grain in bulk is so delivered, it shall be subject to a lien for elevator charges in addition to all other applicable charges.

Sec. 4. (a) in the event that:

1. Said property is not removed by the party entitled to receive it within the free time (if any) allowed by the tariffs, lawfully on file (such free time is to be computed as provided in the said tariffs) and notice of the arrival of the property at the destination (or at the port of export, if intended for export) has been duly sent or given, and placement of the property for delivery at destination has been made; or
2. Property is not received at the time tender of delivery of the property to the party entitled to receive it has been made.

Such property may be kept in vessel, vehicle, car, depot, warehouse, or place of business of the carrier, subject to the tariff charge for storage and to the carrier's responsibility solely as warehouseman. Alternatively, at the option of the carrier, such property may be removed to and stored in a public or licensed warehouse at the point of delivery or at another available point, then the property may be removed to and stored in another available storage facility, at the owner's cost and held there without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. In the event consignee cannot be found at the address given for delivery, then notice of the placing of such goods in warehouse shall be mailed to the address given on the bill of lading for delivery and to any other address given on the bill of lading for notification, showing the warehouse in which the property has been placed subject to the provisions of this paragraph.

Sec. 4. (b) Where non-perishable property transported to the destination stated in this bill of lading is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive the property fails to receive or claim it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the property at public auction to the highest bidder, at such place as may be designated by the carrier.

PROVIDED, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of bill of lading if disposition is not arranged for, and that after 30 days have elapsed from the time said notice to the consignor was mailed, sent or given, the carrier shall also have published a notice containing a description of the property, the name of the party to whom consigned (or if shipped order notify, the name of the party to be notified), and the time and place of sale, once a week for two consecutive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published.

Sec. 4. (c) Where perishable property transported to the destination stated in this bill of lading is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive the property fails to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the property to the best advantage at private or public sale: PROVIDED, that if there is sufficient time to notify the consignor or owner of the refusal of the property or the failure to receive it and to request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

Sec. 4. (d) Where the procedure provided for in Sections 4 (b) and 4 (c) of this bill of lading is not possible, it is agreed that nothing in these paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

Sec. 4. (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges; to the expense of notice, advertisement, sale, and other necessary expense and to the expense of caring for and maintaining the property, if proper care of the property requires special expense. Should there be a balance remaining after all charges and expenses are paid, such balance shall be paid to the owner of the property sold hereunder.

Sec. 4. (f) Property destined to or taken from a station, wharf, landing or other place at which there is no regularly appointed freight agent, shall be entirely at risk of owner after being unloaded from cars, vehicles, or vessels or until loaded into cars, vehicles or vessels. Further, except in case of carrier's negligence, when property is received from or delivered to such stations, wharfs, landings, or other places, the property shall be at the owner's risk until the cars are attached to and after they are detached from locomotive or train, or until loaded into and after unloaded from vessels, or if property is transported in motor vehicle trailers or semi-trailers, until such trailers or semi-trailers are attached to and after they are detached from power units. Where a carrier is directed to unload or deliver property transported by motor vehicle at a particular location where consignee or consignor's agent is not regularly located, the risk after unloading, or delivery, shall be that of the owner.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of property covered by this bill of lading until all lawful tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges, PROVIDED, that a consignee shall not be liable for transportation charges (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him subject to all of the following conditions:

(a) The shipper or consignor has instructed the carrier to deliver the property to a consignee other than the shipper or consignor.

(b) The consignee is an agent only and has no beneficial title in the property and

(c) Prior to delivery the consignee has notified the delivering carrier in writing that he is only an agent and has no beneficial title in the property and

(d) In cases where the shipment has been reconsigned or diverted to a point other than that specified in the bill of lading the consignee has also notified the delivery carrier in writing of the name and address of the beneficial owner of said property. Where the consignee is not liable for certain transportation charges in accordance with this provision and the preceding conditions, the shipper or consignor, or, in the case of a shipment so reconsigned or diverted as specified in condition (d), the beneficial owner shall be liable for such additional charges.

PROVIDED FURTHER, that where the shipment is designated "prepaid" the shipper or consignor shall remain liable for undercharges which result from an erroneous determination of the transportation charge assessed.
If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his 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 in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in the Act approved by the United States Congress on February 13, 1893 and entitled 'An act relating to the navigation of vessels, etc.' and in other United States Statutes according carriers by water the protection of limited liability. Such water carriage shall also be performed subject to the conditions contained in this bill of lading which are not inconsistent with the said Act of Congress and United States Statutes or with this section.

Sec. 9. (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

Sec. 9. (c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or in other waters or from latent defects in the hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property described in this bill of lading shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in the case of negligence, such carrier shall not be responsible for any loss or damage to property if it is necessary or is usual to carry the property upon deck.

Sec. 9. (d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 and 22, inclusive, and as to matters not coved in the said rules, according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, from the management of the vessel, or from any latent or other defects in the vessel, the machinery or appurtenances (provided the latent or other defects were not discoverable by the exercise of due diligence); or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the unseaworthiness was not discoverable by the exercise of due diligence) the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowners in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

Sec. 9. (e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions and the tariff provisions shall be regarded as incorporated into the conditions of this bill of lading.

Sec. 9. (f) The term 'water carriage' in this section shall not be construed as including lighterage in or across rivers, harbors or lakes, when performed by or on behalf of carriers other than water carriers.

Sec. 10. Any alteration, addition or erasure in this bill of lading which is made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.