

Ship Date		Origin Airport		Destination Airport		Bill Number							
Shipper Name				Consignee Name									
Street Address				Street Address									
City				City									
State		Zip Code		State		Zip Code							
Contact Name				Contact Name									
Phone/Email				Phone/Email									
Account Number				Third Party Bill To			Street Address						
Commodity Description				City		State		Zip Code		Account No.			
MAWB # or Reference #				Pieces		Gross Weight		Pieces	L	W	H		
Valuation Statement			Declared Value			Consignee Signature : Date/Time							
Notice: Unless a higher value is declared, the shipper hereby releases the property to a value of \$0.50 per pound, subject to a \$50.00 minimum. See below service conditions for limitations and declared value surcharge.			\$										
Shipper Signature X				Date Time							Chargeable Weight		
Received By X				<input type="checkbox"/> <input type="checkbox"/>							Spot Number		Initials

TRANSPORTATION CONTRACT

- Pursuant to this contract, CARTAGE WEST, INC. ("CARTAGE WEST") undertakes to arrange for the interstate transportation of shipment(s) identified above from the named origin to the named destination. The linehaul transportation will be furnished by a licensed motor carrier with CARTAGE WEST. The agreement incorporates by reference CARTAGE WEST's rates and service conditions and sets forth the full and complete duties and obligations of CARTAGE WEST with respect to the consignor, consignee and beneficial owners of the subject shipment(s).
- CARTAGE WEST will undertake to deliver the lading herein described under reasonable dispatch utilizing the next available equipment and shall attempt to effectuate delivery pursuant to schedules and transit times as otherwise set forth by CARTAGE WEST. CARTAGE WEST does not guarantee that delivery will be effectuated to meet any particular market, dispatch, exhibition or sailing. CARTAGE WEST does not accept liability for special or consequential damages for delays in delivery. The parties agree that in any event, CARTAGE WEST's maximum liability for delay shall be an amount equal to the freight charges incurred.
- Subject to the limitations set forth herein and as provided by applicable law, CARTAGE WEST agrees to pay for loss or physical damage to the described shipment(s) which may be caused by its negligent or willful conduct. Where shipments have declared values, CARTAGE WEST's liability for shortage or damage shall be prorated by weight when part of a shipment is lost or damaged. Otherwise, CARTAGE WEST's liability shall be determined by multiplying the weight of the lost or damaged article by fifty cents (\$0.50) per pound. All claims shall be filed within three (3) months of scheduled availability or delivery date or shall be barred. Unless otherwise agreed to in writing, the maximum liability for shortage or physical damage shall be fifty cents (\$0.50) per pound. If the declared value of the shipment shown on the reverse side exceeds fifty cents (\$0.50) per pound, a surcharge per One Hundred Dollars (\$100), or thereof, excess value shall be assessed. Neither CARTAGE WEST nor the carrier(s) retained by it shall be liable for damages in excess of Ten Thousand Dollars (\$10,000) per shipment, regardless of the value declared. Shipper understands and agrees that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited thereby. Accordingly, Shipper agrees that in the even it desires coverage for loss, it will obtain insurance, and that 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 CARTAGE WEST and any carrier retained by it with respect to claims made by Shipper or third parties, acting as subrogees of Shipper. CARTAGE WEST shall not be liable for damage caused by force majeure, Act of God or the inherent vice of the shipment. Temperature controlled service is not provided.
- For and in consideration of the transportation services to be provided, shipper agrees to pay to CARTAGE WEST the applicable freight charges as set forth in its written rate tenders unless otherwise herein specified. Pursuant to Section 7 of the uniform bill of lading incorporated herein by reference, both shipper and consignee, by signing this document, acknowledge joint and several liability for the freight charges. Payment of freight charges to any entity other than CARTAGE WEST will not discharge the payment obligation of the shipper, consignee and beneficial owner of the shipment herein described.
- All freight charges shall be payable upon receipt of invoice. Charges not paid within (45) days of invoice date shall be subject to interest at the rate of one and one-half percent (1.5%) per month plus collection fees (including attorney's fees) of up to twenty-five percent (25%) or Two Hundred Dollars (\$200.00), whichever is greater. The parties agree that this contract shall be governed and construed in accordance with the laws of the State of California, without regard to its choice of law provisions. The parties further agree that any claim or lawsuit relating to this contract or breach hereof shall be filed in an appropriate Federal or State court of Los Angeles County, California, and the parties hereto consent to the exclusive and binding jurisdiction of said court. CARTAGE WEST reserves the right to demand payment of all outstanding and past due freight charges as a precondition for releasing this shipment(s) at destination. This right includes the right to demand payment upon delivery of the shipment(s) at any time.
- Shipper warrants that the shipment(s) identified on the reverse side is properly packaged to withstand the rigors of transportation, will not contaminate other lading with which it may be co-loaded and contains no toxic or controlled substances or hazardous materials subject to U.S. D.O.T. regulation. Shipper agrees to defend, indemnify and hold CARTAGE WEST harmless from any claims resulting from the breach of such warranty.
- All shipments may, at CARTAGE WEST's option, be opened and inspected.