

**Straight Bill of Lading- Original- Non-Negotiable**



SHIPPER		CONSIGNEE		CHARGES
Name		Name		
Street Address		Street Address		
City, State		City, State		
Notify/Contact	Phone	Notify/Contact	Phone	
Shippers Number:		Consignee Purchase Order Number:		Prepaid All charges are deemed Collect unless marked prepaid. All collect charges are with recourse to Shipper.  Mark "X" to Select Prepaid: _____

**PARTICULARS FURNISHED BY SHIPPER**

Qty. or No. of Pcs. Or Pkgs.	H/M	UN/NA Number, Proper Shipping Name, Hazardous Classification, and Packing Group	Weight in lbs. (Subject to correction)
Total Pcs.			Total Wt.

\* Mark with "X" to designate Hazardous Material as defined in the Department of Transportation Regulations Governing Transportation of Hazardous Materials. The use of this column is an optional method of designating hazardous materials on bills of lading per Section 172.201 and 172.202(b) of the regulation governing the transportation of such materials.

CARRIER'S LIMIT OF LIABILITY: Carrier's services are subject to the terms and conditions in Carrier's tariff STB SPAJ 300 available at <a href="http://www.spanalaska.com">www.spanalaska.com</a> or upon request. Unless otherwise set forth in Carrier's tariff STB SPAJ 300, Carrier's liability for loss or damage of cargo is limited: (i) for new and unused articles to \$100,000 per shipment; and (ii) for used or reconditioned articles, including all household goods or personal effects, to \$.30 per pound, subject to a maximum of \$1,000 per shipment. Shipper may increase such limits by paying additional charges. To request increases in these limits, Shipper must insert the shipment value in the space shown immediately to the right, and must also contact Carrier at 800-257-7726 or <a href="mailto:rate@spanalaska.com">rate@spanalaska.com</a> to obtain a quote for additional charges.	Value Declared: \$ _____  Shippers initials: _____
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<b>SHIPPER'S CERTIFICATIONS</b>	Placards Required:	Emergency Telephone:	ERG No.
For hazardous materials transported by vessel: Shipper declares that the packing/loading of freight containers and/or transport vehicles containing hazardous materials has been carried out in accordance with the provisions of 49 C.F.R. §176.27(c).	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 (49 C.F.R. §172.204).		
Signature: _____	Signature: _____		

**For Alaska Origin Shipments Only: All shipments with an origin in Alaska are deemed to consist of Used or Reconditioned Articles unless Shipper initials below. If Shipper initials below, there shall be a presumption that goods are new and unused unless and until Carrier provides evidence to the contrary. By initialing in this space, Shipper warrants and represents that Alaska origin cargo is new and unused:** \_\_\_\_\_

<b>SHIPPER</b>	<b>CARRIER*</b>
Authorized Signature	Authorized Signature
Date	Date

Subject to the terms and conditions in Carrier's tariff STB SPAJ 300 and the bill of lading terms included with this face page unless such terms conflict with the provisions in Carrier's tariff STB SPAJ 300, in which case, the provisions of Carrier's tariff STB SPAJ 300 will govern. "Carrier" refers to Span Alaska Transportation, LLC, or if a different party is identified as "Carrier" on the face page hereof, then such other party, as well as such Carrier's subcontractors and authorized agents.

**These terms and conditions apply to all services rendered by Carrier with respect to any Goods identified on the face hereof. In the event of a conflict between these terms and conditions and Carrier's tariff STB SPAJ 300, the provisions of Carrier's tariff STB SPAJ 300 will control.**

## 1. DEFINITIONS

- a. "**Carrier**" refers to Span Alaska Transportation, LLC, or if a different party is identified as "Carrier" on the face page hereof, then such other party, as well as such Carrier's subcontractors and authorized agents.
- b. "**Consignee**" refers to the party identified on the face of this bill of lading to receive the Goods.
- c. "**Goods**" refers to those items of personal property with respect to which Carrier has been requested to, or does, perform services, including all packing and packaging of the goods as well as all other items or materials associated with the goods, including, without limitation, crates, cradles, pallets, tanks, platforms and containers. The term "goods" shall be deemed synonymous with "shipments," "cargo," "cargoes," "pieces," "packages," "commodities," and "personal property."
- d. "**Shipper**" refers to the party engaging Carrier with respect to the Goods and, unless the context herein otherwise clearly indicates to the contrary, Shipper shall include the owner, consignor, the party tendering the Goods for transportation, Consignee and all others who may have right of claim by, through or with respect to the Goods.

## 2. FREIGHT, PAYMENT, ETC.

- a. **Freight.** Freight charges shall be as identified by Carrier in its applicable rate quotation, transportation agreement, bill of lading and/or tariff.
- b. **Charges.** Shipper shall also be responsible for all assessments, charges and/or expenses upon or against the Goods pursuant to this bill of lading and/or Carrier's tariff STB SPAJ 300, including, without limitation, all dues, taxes, duties, fines, penalties applicable to the Goods, advances made by Carrier, additional expenses incurred by virtue of Shipper's actions, omissions or failure to comply with its obligations hereunder and expenses incurred or services rendered (including, but not limited to, detention, demurrage and other accessorial charges) as a result of unforeseen or extraordinary circumstances. Freight and/or charges based upon inaccurate or incomplete instructions or particulars from Shipper may be recalculated by Carrier.
- c. **Payment.** Freight and all other charges shall be deemed fully earned upon tender of the Goods by Shipper or commencement of performance by Carrier, whichever shall first occur, and payable in advance and/or prior to delivery of Goods unless otherwise agreed in writing by Carrier. Carrier's failure to demand payment prior to rendering services shall not operate as a waiver of its right to demand payment at any time. All sums due shall be payable in U.S. dollars without deduction or offset. Interest on sums which are due but have not been paid shall accrue at the rate of the lesser of one and one half percent (1.5%) per month or the highest rate allowed by law until fully paid. All parties identified in the definition of Shipper shall be jointly and severally liable for payment of all sums due Carrier hereunder.
- d. **Lien.** Carrier shall have a lien upon all Goods transported hereunder, which lien shall survive delivery, to secure payment of sums due hereunder. Further, Shipper grants Carrier a consensual lien upon all Shipper's personal property subsequently in the possession of Carrier to secure payment of all charges due hereunder. Carrier may assert such lien rights at any time, including withholding delivery until full payment is made and is authorized to conduct a public or private sale of the personal property; sale proceeds shall be first applied to all costs of sale, then to sums due Carrier, with the balance to be paid to Shipper.

## 3. ROUTES, METHODS, ETC.

Carrier shall perform hereunder with due diligence, but does not warrant or guarantee any particular departure/arrival times or dates. Carrier shall have liberty with respect to selection of conveyances, routes, procedures, modes and methods of transportation.

## 4. HINDRANCES

Carrier shall not be liable for delay, inability to perform or failure to perform caused by events beyond its direct and reasonable control. In the event any such hindrance should occur, Carrier shall, if feasible, notify Shipper for instructions, or, if insufficient time exists or instructions are not provided, shall, at Shipper's risk and expense, store and/or dispose of the Goods as appears reasonable under the circumstances.

## 5. TRANSPORTATION BY WATER

Shipper authorizes on deck or under deck transportation, at Carrier's option, including transportation on unmanned, open deck barges.

## 6. INFORMATION RELATING TO GOODS

Shipper warrants the accuracy and completeness of all instructions and all information relating to the Goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, upon all of which Carrier shall be entitled to rely. Shipper shall reimburse Carrier for any loss or expense (including any additional charge) resulting from inaccurate and/or incomplete instructions or information, or compliance with Shipper's instructions.

## 7. HAZARDOUS GOODS

Shipper must identify to Carrier in writing and prior to shipment all Goods requiring specialized handling or which are dangerous or hazardous in character, and Carrier must specifically assent to the transportation thereof. If accepted by Carrier, Shipper shall provide complete and accurate handling instructions, including relevant safety procedures, and shall complete all documentation and otherwise comply with all laws applicable to such Goods, including performing all obligations of an offeror of hazardous materials and/or dangerous Goods. If the special, dangerous or hazardous character of the Goods creates a risk of harm to persons or property, or makes the continued transportation thereof impractical, Carrier shall be at liberty to discharge, store and/or dispose of such Goods at Shipper's risk and expense.

## 8. TENDER OF GOODS

Shipper shall be responsible for tendering the Goods to Carrier at the time and place identified, with all such Goods to be in good order, with count and condition noted on the face hereof, and packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of transportation.

## 9. DELIVERY OF GOODS

Carrier shall deliver or arrange for delivery of the Goods to Consignee at the location identified on the face of this bill of lading. Consignee shall be obligated to receive and take the Goods regardless of condition as promptly as they can be discharged/unloaded from the conveyance, with such discharge or unloading to be at Shipper's sole risk and expense. Consignee shall be obligated to receive and take the Goods during normal working hours. Goods which have been received and taken by Consignee, which have been tendered to Consignee and either refused or otherwise not received and taken by Consignee, which have been seized by governmental authorities or under legal process, which cannot be delivered because of Shipper's fault or neglect, including inaccuracy/inadequacy of instructions or particulars, or which for any other reason beyond Carrier's control have not been received and taken, shall be deemed to have been fully delivered to Consignee and Carrier's responsibility with respect to such Goods and this agreement shall thereupon cease. Any actions taken by Carrier with respect to the Goods thereafter shall be performed at Shipper's sole risk and expense.

## 10. SUBCONTRACTING

Carrier shall be entitled to subcontract on any terms the whole or any part of the transportation and any other services hereunder. Carrier shall be authorized to subcontract with affiliated and related parties, which shall be considered as dealing with third parties.

## 11. LIABILITY FOR LOSS, DAMAGE, ETC. TO GOODS

The sole liability of Carrier with respect to loss, damage or delay involving the Goods, shall be as set forth in this article. Carrier shall be liable for loss, damage, destruction or delay to Goods being

transported as set forth in the Carmack Amendment codified at 49 U.S.C. § 14706, as amended from time to time, regardless of whether such standard would otherwise apply in the absence of these conditions. In no event will Carrier be liable for delay unless such delay is due to failure to deliver with reasonable dispatch and such failure results in actual loss of, or damage or destruction, to Goods. In addition, Carrier shall not be responsible for any such loss, damage, destruction or delay caused by one of the excepted circumstances set forth in Rule 574 of Carrier's tariff STB SPAJ 300, or in subsection (a) below. Unless otherwise set forth in Carrier's tariff STB SPAJ 300 or unless Shipper requests excess value liability coverage as set forth in Rule 574 of Carrier's tariff STB SPAJ 300, Carrier's liability for any loss, damage, or delay to any shipment shall not exceed the lesser of (i) the cost to repair or replace the Goods, whichever is less; (ii) the commercial invoice amount (if any); or (iii) (A) with respect to new and unused items, subject to a maximum liability of \$100,000 per shipment; and (B) with respect to used or reconditioned items, \$30 per pound, subject to a maximum liability of \$1,000 per shipment. Any amounts recovered by the claimant from any third party with respect thereto shall be credited against the liability of Carrier. Should Shipper bring a claim seeking to recover for cargo loss, damage or delay from any third party engaged by Carrier to perform services with respect to cargo covered by this bill of lading, any amounts paid by Carrier with respect to such claim will be credited against the liability of any such third party. The claimant must assign any claims it may have against a third party with respect to loss, damage or delay involving Goods to Carrier as a condition to payment by Carrier. By tendering the Goods to Carrier, Shipper warrants and represents that it is the owner of the Goods, or that it is authorized to bind the owner to the provisions herein and in Carrier's tariff STB SPAJ 300.

a. **Exceptions.** Carrier shall not be liable for loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of the sea or air; act of terrorism; act of a public enemy; act of war; act of public authority or other with apparent public authority; fire; quarantine; act or omission of Shipper or the owner of the Goods, or their agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the Goods; inherent vice; improper or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from Shipper; Goods loaded by Shipper into sealed containers or other packages, providing the seal remains unbroken and the container is not physically damaged itself; error in operation or navigation; and/or any other cause beyond the reasonable control of Carrier.

b. **Consequential Damages.** Carrier shall not be responsible or liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, loss of profits, loss of income, loss of business opportunity, business interruption, loss or use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable by any person or party.

c. **Delivery in Good Condition.** Delivery of the Goods without written notification of damage on the front of the bill of lading or delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when received.

d. **Warehouseman.** If for any reason, Carrier is unable to make delivery, including, but not limited to, the consignee's failure to accept, Carrier's liability for loss, damage or destruction to cargo will immediately become that of a warehouseman under the Uniform Commercial Code, in which event, all limitations to and exclusions from Carrier's liability for loss, damage or destruction shall continue to apply, but Carrier shall not be liable unless loss, damage, or destruction is due to its failure to exercise reasonable care with respect to the cargo.

e. **Claims.** As a condition precedent to recovery against Carrier:

1. The Goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted on Carrier's copy of the bill of lading and/or delivery receipt or the Goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when received.
2. In the event of loss or damage which is not ascertainable at delivery, written notice of loss, damage, shortage, etc. involving the Goods must be given to Carrier within three (3) days of delivery, after which time with no such notice having been given it shall be conclusively presumed that the Goods were delivered in the same good order, count and condition as when received.
3. Consignee will inspect the Goods upon receipt and notate any apparent loss or damage on the bill of lading or other delivery receipt at the time of delivery. In the event Goods are delivered without any indication of loss or damage on the delivery receipt, the Goods shall be presumed to have been delivered in the same good order, count and condition as when received.
4. Carrier shall have a reasonable opportunity to inspect the Goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof.
5. Written claim for loss/damage, specifying the particulars thereof, must be filed with Carrier within nine (9) months of delivery, or, if no delivery, the date by which the Goods should have been delivered.
6. Any suit against Carrier must be filed within two (2) years following date of Carrier's denial of the claim or pertinent part of the claim.
7. There shall be no recovery against Carrier until all freight and charges have been paid in full.

## 12. EXTENSION OF BENEFITS

All limitations upon, and exceptions and defenses to, liability granted to Carrier pursuant to this agreement shall be deemed automatically extended to all parent, subsidiary and affiliated parties and all subcontractors of Carrier, and the members, directors, officers, employees and agents of each of the foregoing.

## 13. GOVERNING LAW AND FORUM

The federal laws of the United States shall be applicable to this bill of lading to the extent there is a specific federal statute or rule of law, but otherwise the laws of the state of Washington shall apply. Any suit relating to this bill of lading must be filed in, and the parties hereby consent to the exclusive personal jurisdiction of, and venue in, the state and federal courts of appropriate subject matter jurisdiction serving Tacoma, Washington; unless specifically prohibited by law, the substantially prevailing party shall be entitled to its reasonable legal fees and costs.

## 14. EXECUTION

This bill of lading may be executed by authorized agents and/or representatives of the parties. Upon Shipper's consent, verbal or otherwise, Carrier may sign as agent for Shipper for such limited purpose. Upon tender of the Goods to Carrier, Shipper shall be deemed to have consented to the terms and conditions of this bill of lading and Carrier's tariff STB SPAJ 300, regardless of whether this bill of lading shall have been issued to, or executed by, Shipper. This bill of lading may be executed in counterparts and/or by facsimile, with a facsimile signature deemed equivalent to an original signature.

## 15. ENTIRE AGREEMENT

This bill of lading, and any transportation agreement, rate quotation, load confirmation, delivery receipt, freight invoice and/or other document issued by Carrier with respect to the Goods as well as Carrier's tariff STB SPAJ 300, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous communications and agreements, whether oral or written. This bill of lading supersedes and replaces any bill of lading or other document issued by a party other than Carrier with respect to the Goods, including any bill of lading or other document from Shipper. The headings used herein are for convenience of reference only. This bill of lading may not be altered or amended without Carrier's written consent.