

Shipper ▶ Mark HM column for hazardous materials • Please provide zip code and phone numbers

# STRAIGHT BILL OF LADING

Short form – Original – Not Negotiable

See next page for further terms and conditions



Dept # 42042  
P.O. Box 650823  
Dallas, TX 75265-0823  
ALPHA CODE: CENF  
FIN 91-1811311  
DATE

Bill of Lading Number

Purchase Order Number

Shipper Number

DATE

▽ Consignee (To)

Name

Address \_\_\_\_\_

City \_\_\_\_\_ State or Province \_\_\_\_\_

Country \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

▽ Shipper

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State or Province \_\_\_\_\_

Country \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Freight Charges (Note: Freight charges are to be PREPAID unless marked collect)  Prepaid  Collect | ▽ Special Instructions:

Bill freight charges to (If different than above):

Name: \_\_\_\_\_ Address: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**C.O.D.**

- THE LETTERS C.O.D. MUST APPEAR IN BOX BEFORE CONSIGNEE'S NAME ABOVE
- SHIPPER SELECT:
  - CASHIERS CHECK ONLY
  - CONSIGNEE'S CHECK OK

3. C.O.D. FEE:

PREPAID

COLLECT

\$ \_\_\_\_\_

(AMOUNT)

4. REMIT C.O.D. TO (IF DIFFERENT THAN SHIPPER ABOVE):

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HANDLING UNITS

H  
M  
▼

KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS

WEIGHT IN LBS. ITEM # CLASS  
(SUBJECT TO CORRECTION)

TOTAL \_\_\_\_\_ CU. FT.

Subject to Section 7 of conditions of applicable bill of lading, 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 this shipment without payment of freight and all other lawful charges.

\_\_\_\_\_

(Consignor Signature)

Note – Where 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 pound

CHARGES ADVANCED \$ \_\_\_\_\_

REMIT TO  SHIPPER

OTHER

IF OTHER THAN SHIPPER, WRITE NAME AND ADDRESS IN DESCRIPTION COLUMN.

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.

Trailer	Carrier	Total Pieces	Driver	Date	Start	Stop
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Tally

Shipper Load & Count

Single Shipment

SHIPPER NAME

AUTHORIZED SIGNATURE

Yes  No  Yes  No

X

**Carefully Affix  
Freight Bill Number  
Label Here**

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading. Tariff means any classification, charge, price, rule, or rate, established by a carrier or carriers. The property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier 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 route, 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 bill of lading terms and conditions in the governing classification on the date of shipment and shall be subject to all of the terms and conditions of the United States Carriage of Goods By Sea Act of 1936 if it is a water shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classifications and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns.

Freight received under this bill of lading will be transported pursuant to Central's applicable tariffs on file with the applicable state or federal regulatory agencies or on file at the carriers principal place of business, except where otherwise provided in any valid and effective written contract signed by Central and its shipper. This notice supersedes any claimed oral contract, promise, representation, or understanding between the parties.

# 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 a common carrier for any loss thereto, 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 for any 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. Whenever freight is on-hand due to an unjustified refusal, is in a storage status, is being cross-docked only or is in Central Freight Lines possession for any reason other than to complete the immediate movement on a corresponding bill of lading, Central Freight Lines will have the liability of a warehouseman. The applicable laws surrounding the liability of a warehouseman will apply and, if proven negligent for any loss or damage during such time as a warehouseman, maximum liability for Central Freight Lines will be \$1.00 per pound per package. Liability for being a warehouseman will begin immediately when the freight/shipment is handled in a manner as described above.

## Sec. 2 (a)

1. Unless arranged or agreed upon, in writing, prior to shipment, Carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. Except in the case of negligence of the Carrier, no Carrier or party in possession of all or any portion of the property

Class/FAK	Maximum Liability	Class/FAK	Maximum Liability
50	\$1.00 per pound	110	\$25.00 per pound
55	\$2.00 per pound	125	\$25.00 per pound
60	\$3.00 per pound	150	\$25.00 per pound
65	\$5.00 per pound	175	\$25.00 per pound
70	\$7.50 per pound	200	\$25.00 per pound
77.5	\$10.00 per pound	250	\$25.00 per pound
85	\$15.00 per pound	300	\$25.00 per pound
92.5	\$17.50 per pound	400	\$25.00 per pound
100	\$25.00 per pound	500	\$25.00 per pound

Articles of extraordinary value will not be accepted for transportation. If inadvertently accepted, the maximum liability coverage for these items/shipments will be \$1.00 per pound per package, regardless of actual NMFC (National Motor Freight Classification) Class. Excess Liability Coverage will not be provided.

Used, "like new", refurbished and/or renovated items will move with a maximum liability of \$5.00 per pound per package and \$10,000 maximum liability coverage per shipment. Excess Liability Coverage will not be provided for these types of goods. Commodities or items used for demonstration purposes will be considered as used. Any shipment moving subsequent to purchase

described in this bill of lading shall be liable for delay caused by highway obstruction, by fault 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. In case of physical necessity, Carrier may forward a shipment via another Carrier.

## Sec. 2 (b)

### Liability Coverage, Limits and Limitations

Liability for cargo loss and damage will be assumed under the applicable federal laws for common carriage in effect on the date of the shipment and the terms, conditions and provisions of the corresponding bill of lading, except as shown herein or the extent otherwise specifically outline in participating tariffs or contracts. Central Freight Lines will investigate, address and conclude claims for cargo loss and damage under common carrier provisions as set forth in 49 C.F.R. Part 370 and STB NMF 100 series, Items 300100 through 300155.

Central Freight Lines Rules Tariff describes prohibited articles. It also limits Central Freight Lines total liability. The latest addition of the rules tariff can be found at [www.centralfreight.com](http://www.centralfreight.com) (Online Resources).

Item 452 of rules tariff have a full explanation of our claims liability coverage. The following is an abbreviated version.

Central Freight Lines will provide coverage for shipments accepted based upon the applicable NMFC Class shipped. The following table shows the difference NMFC Classes and the corresponding maximum liability assigned to each Class.

Unless specifically provided for, the liability limit for items or shipments moving under an FAK provision will be that of the FAK Class or rating.

from any online clearinghouse such as "e-bay", "craigslist.com", "ebid.com", etc. will be considered "used" unless expressly proven otherwise.

All spot quote or volume quotes at charges other than the published tariff or contract charges (price) will be subject to a maximum liability of \$2.00 per pound per package and \$25,000 per shipment, regardless of actual NMFC Class.

In addition to any released values provided for in the NMFC (National Motor Freight Classification) or elsewhere defined within Central Freight Lines tariff, the following commodities will have specific, designated maximum liability limits applied:

Description	NMFC Item	Maximum Liability
Dental or Hospital Group	56400 thru 57075	\$2.50 per pound
Drugs, Medicines or Toilet	58500 thru 60006	\$2.50 per pound
Cigarettes, Cigars, and Smokeless Tobacco Products	47760-47840	\$2.00 per pound and \$50,000 per shipment
Coolers, Air Conditioners, Air Handlers or Heat Pumps	114125-114126	\$5.00 per pound
Plasma, Projection, LCD and any other Television Products	63321-63325	\$5.00 per pound
Automobile Parts Group	17800-20252	\$ .50 per pound
Machinery Group (If over 500 pounds and shipment is Uncrated)	114000-133430	\$2.00 per pound
Cigarette Papers, in Books, Wrappers	152500	\$2.00 per pound and \$50,000 per shipment
Kits, Cigarette Making	47800	\$2.00 per pound and \$50,000 per shipment
Tobacco, Manufactured, Chewing	47830	\$2.00 per pound and \$50,000 per shipment
Checks	161670	\$ .10 per pound
Inserts or Supplements	161685	\$ .50 per pound
Newspapers	161800	\$ .50 per pound
Printed Matter	161850-161854	\$ .50 per pound
Household Goods	100240-100260	\$ .50 per pound
Copying, Duplicating or Reproducing Machines	118250	\$5.00 per pound
Machines, Systems or Devices (to include computers and fax machines)	116030	\$5.00 per pound
Phones	62820, 63310 & 63310	\$5.00 per pound
Cameras	39620	\$5.00 per pound
Camcorders	61266	\$5.00 per pound
Video Game Consoles and Video Games	84260	\$5.00 per pound

## Sec. 2 (c)

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. 3 (a)

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 required, before the property is sold.

### PROPERLY IDENTIFIED SHIPMENTS

- As the shipper, the customer agrees to identify all "foodstuffs", edible materials, drugs that are ingested or injected intravenously, or otherwise taken internally when tendered to the carrier by insertion on the bill of lading as "foodstuff". This item shall apply on foodstuffs, edible materials and drugs used by humans and animals. Initials and acronyms are not acceptable. As the consignee or third party to the shipment, customer agrees to indemnify carrier if foodstuffs are not identified by the shipper as stated above and Carrier will not be liable for improper loading violations on any shipments where foodstuffs are not identified as indicated.
- The customer agrees as the shipper to clearly identify on the bill of lading all shipments containing materials classified by U.S. Department of Transportation regulations as poisons. Initials and acronyms are not acceptable. As the consignee or third party to the shipment, customer agrees to indemnify Carrier if poisons are not identified by the shipper as indicated, and Carrier will not be liable for improper loading violations on any shipments where poisons have not been properly identified.

\*\* Please note if there is a discrepancy between the Terms/Conditions and rules tariff on the date of issuance, Central Freight Lines rules tariff will apply.  
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