

ArcBest STRAIGHT BILL OF LADING TERMS AND CONDITIONS

Sec. 1.(a) ArcBest, carriers or service providers in possession of any of the property described in this bill of lading which becomes lost or damaged shall be liable as provided herein unless a greater cargo liability is indicated in ArcBest tariff ARC 111 for the services performed for you. ArcBest, carriers and service providers shall not be liable, and hereby disclaim liability for indirect, incidental, consequential, special, punitive, multiple or any other indirect costs, fees, charges or delays of any kind arising from cargo claims filed hereunder or any other acts or omission of either ArcBest, carriers or service providers, whether or not foreseeable or disclosed.

(b) ArcBest, carriers and service providers shall not be liable for any cargo loss or damage to a shipment caused by an Act of God, the public enemy, terrorism, strikes, labor disputes, authority of law, act or default of shipper, or delayed or late shipments. Except in the case of negligence, ArcBest, carriers and service providers in possession shall not be liable for cargo loss or damage which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, ArcBest, carriers and service providers are not bound to arrange or transport a shipment by a particular schedule or in time for a particular market, but are responsible to transport with reasonable dispatch. In case of physical necessity, ArcBest may forward a shipment via another carrier or service provider.

Sec. 3.(a) As a condition precedent to recovery, cargo claims must be filed in writing with ArcBest with sufficient information to identify the shipment and in accordance with the following:

(b) Cargo claims for loss or damage 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.

(c) Lawsuits for cargo loss, damage or injury shall be instituted against ArcBest, any carrier and/or service provider no later than two years from the day when written notice is given by ArcBest, carriers and service providers to the claimant that it has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or lawsuits are not instituted thereon in accordance with the foregoing provisions, ArcBest, carriers and service providers shall not be liable, and such claims will not be paid.

(d) ArcBest, carriers and service providers 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 ArcBest, carriers and service providers receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4.(a) If the consignee refuses the shipment tendered for delivery or if carrier or service provider is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, cargo liability shall then become that of a warehouseman. ArcBest shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on ArcBest's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at ArcBest's option, in any location that provides reasonable protection against loss or damage. ArcBest may direct the shipment to be put in public storage at the owner's expense and without liability to ArcBest.

(b) If ArcBest does not receive disposition instructions within 48 hours of the time of attempted first notification, ArcBest will attempt to issue a second and final confirmed notification. Such notice shall advise that if ArcBest does not receive disposition instructions within 10 days of that notification, ArcBest may offer the shipment for sale at a public auction and ArcBest has the right to offer the shipment for sale. The amount of sale will be applied to the ArcBest's invoice for transportation, storage and other charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where ArcBest has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of ArcBest at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, ArcBest may dispose of property.

(d) Where ArcBest is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not present or regularly located, the risk after unloading or delivery shall not be that of ArcBest, carriers and service providers.

Sec. 5.(a) 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 cargo loss or damage, whether or not such loss or damage occurs from negligence.

(b) ArcBest, carriers and service providers will not carry or be liable in any way for any documents, personal or identity information, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a 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 ArcBest, carriers and service providers of their nature, shall be liable for and indemnify, defend and hold harmless ArcBest, carriers and service providers against all loss or damage caused by such goods, including attorneys' fees and litigation or administrative costs. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7.(a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of ArcBest to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based 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 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. 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 the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

Sec. 10. If a motor carrier, freight forwarder, broker or other transportation service provider accepts this shipment from anyone other than ArcBest, it agrees to seek payment of its charges exclusively from the entity that dispatched it and expressly waives any other collection rights or remedies otherwise available to it, including any right to seek payment of the transportation or other charges from the consignor, consignee, third party payor or ArcBest.

Sec. 11. This bill of lading and shipments hereunder will be governed by U.S. federal laws and regulations. Venue shall be in a state or federal court located in Sebastian County, State of Arkansas.