

Leigh-David Logistics, Inc.

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BILL OF LADING NON-NEGOTIABLE

PRO NUMBER LDL		
DATE SHIPPED	ORIGIN	DESTINATION

			CONSIGNEE					
Name			Name			3RD PARTY BILLING INSTRUCTIONS		
Address			Address					
City	State	Zip	City	State	Zip	Name		
Contact			Contact			Address		
Shipper's Ref. #			Consignee's Ref. #			City		
						State		
						Zip		
						Contact		
						Phone		
<input type="checkbox"/> BILL SHIPPER <input type="checkbox"/> BILL CONSIGNEE <input type="checkbox"/> BILL 3RD PARTY <input type="checkbox"/> C.O.D.			DECLARED VALUE:			Unless a greater value is declared and an excess value fee paid, shipper agrees and declares that the property described herein has a released value of fifty (\$.50) cents per pound. Declared value is not available on personal effects, jewelry, antiques, works of arts or intangibles. See reverse side for additional limitations of Liability. Maximum declared value shall not exceed \$100,000.00 on any shipment.		

SPECIAL INSTRUCTIONS:

PIECES	WEIGHT	DESCRIPTION	DIMENSIONS			SERVICES	AMOUNT
			L	W	H		

WEIGHT SUBJECT TO DIMENSIONAL CORRECTIONS

If the 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 and all other lawful charges."

X _____
 Consignor Signature

C.O.D. AMT.	
C.O.D. FEE	
TOTAL CHARGES	

Print Shipper's Name				USE OF THIS BILL OF LADING CONSTITUTES SHIPPER'S CONTRACT OF CARRIAGE WITH LEIGH-DAVID LOGISTICS, INC. ALL SHIPMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS ON FRONT AND REVERSE OF THIS BILL OF LADING.
Shipper Signature	Date	Time	PCS	
Pickup Driver / WHSE	Date	Time	PCS	
Delivery Driver / WHSE	Date	Time	PCS	

SHIPPER COPY

CONTRACT TERMS AND CONDITIONS

1. As used herein, "LDL" means Leigh-David Logistics, Inc. a Michigan corporation, and all of LDL employees and authorized agents; "Shipper" means the party signing this Contract as Shipper as well as any party (including an insurer) having an interest in the shipment, any party paying for the Shipment, and any party who acts as an agent for the Shipper; "Shipment" means any and all property (whether said property is classified as goods, freight, cargo, commodities or otherwise) shipped pursuant to this Bill of Lading; "Contract of carriage" and "Contract" both mean the terms and conditions stated on both sides of this Bill of Lading; and "Consignee" means the party receiving said Shipment. No employee or agent of any party may alter the terms and conditions of this Contract. Shipper agrees, on behalf of Shipper and as agent for Consignee, that carriage and all other services performed herein are subject to both the terms and conditions stated on the front and back of this Contract, as well as to the rates, rules and classifications set forth in LDL currently effective tariff and/or service guide (which is/are available for inspection), all of which are incorporated herein by this reference. This Contract supersedes any oral agreement, promise, representation or understanding between the parties with respect to the Shipment. Shipper certifies and represents to LDL that the information inserted on the front of this Bill of Lading is accurate and complete. In the event of a conflict between verbal instructions and those written by Shipper on the front of this Bill of Lading, the latter will take precedence and will be used to determine how the shipment will be handled.
2. Shipper warrants that each item of property in this Shipment is truthfully, properly and completely described in this Bill of Lading, is properly marked, labeled and addressed, and is packaged adequately to protect the enclosed property and to ensure safe transportation with ordinary handling, and except as noted on the face of this Bill of Lading, is in good order and condition and that each item of property does not violate existing federal or state transportation regulations. The Shipper must indicate the type of service requested in the designated area on the face of the Bill of Lading. If the type of service is not indicated, the Shipment will be rated at the highest applicable tariff rate. At the time of delivery the Consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment, damage to the containers, or possible damage to the contents of the container). The Consignee may not inspect the contents of the shipping containers until the Consignee signs for the Shipment on the delivery receipt. Such notations as "subject to inspection" and "subject to recount" are not exceptions. A Shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling. All Shipments may, at LDL option, be opened for inspection. However, LDL is not obligated to perform such inspection. LDL reserves the right to reweigh and dimensionalize any Shipment and adjust its charge accordingly.
3. Freight Charge Collections a) the consignor or consignee shall pay the freight and all other lawful charges accruing on said property. The consignor shall be liable for the freight and all other lawful charges unless the consignor stipulates, by signature, in the place provided for that purpose on the face of the 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 b) consignee becomes liable for freight charges upon receipt unless the consignee is an agent only and has no beneficial title in said property; and prior to delivery has notified the delivering carrier of these facts c) nothing herein shall limit the right of the carrier to require at the 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 the bill of lading, the freight charges must be paid upon the articles actually shipped.
4. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN TERMS OF CONTRACT: A) LDL SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF INCOME, LOSS OF USE, OR LOSS OF MARKET, WHETHER OR NOT LDL HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, AND IRRESPECTIVE OF THE NEGLIGENCE OR FAULT OF LDL; AND/OR B) LDL ALSO SHALL NOT BE LIABLE IN ANY EVENT, WHETHER OR NOT LDL HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, AND IRRESPECTIVE OF THE NEGLIGENCE OR FAULT OF LDL, FOR ANY DAMAGES RESULTING FROM ANY OR ALL OF 1) ACTS OF GOD, 2) STRIKES OR CIVIL COMMOTION, 3) WEATHER, 4) AIRCRAFT FAILURES OR MECHANICAL FAILURES, 5) ACTS OR OMISSIONS OF CUSTOMS OR QUARANTINE OFFICIAL, 6) THE NATURE OR INHERENT VICE OR ANY DEFECT OR CHARACTERISTIC OF ANY PART OF A SHIPMENT, 7) ACTS OF PUBLIC ENEMIES, ACTS OF TERRORISM, ACTS OF WAR, OR 8) OMISSIONS OF THE SHIPPER AND/OR CONSIGNEE (INCLUDING BUT NOT LIMITED TO IMPROPER PACKAGING, MARKING, INCOMPLETE/INACCURATE SHIPPING INSTRUCTIONS, OR MISLABELING OF ANY PART OF A SHIPMENT BY THE SHIPPER), AND/OR 9) VIOLATION BY THE SHIPPER AND/OR THE CONSIGNEE OF ANY OF TERMS AND CONDITIONS OF THIS CONTRACT OR THE RULES RELATING TO ANY PART OF A SHIPMENT NOT ACCEPTABLE FOR TRANSPORTATION OR ACCEPTABLE ONLY UNDER CERTAIN CONDITIONS AS OUTLINED HEREIN. FURTHER, UNLESS A GREATER VALUE IS DECLARED IN WRITING IN THE SPACE ENTITLED "DECLARED VALUE" ON THE FRONT OF THIS BILL OF LADING AND THE SHIPPER HAS AGREED PRIOR TO SHIPMENT TO PAY THE EXCESS VALUE FEE ASSESSED BY LDL FOR SAID GREATER DECLARED VALUE, THE SHIPPER RELEASES ALL PROPERTY IN THIS SHIPMENT TO A RELEASED VALUE OF FIFTY CENTS (.50c) (US) PER POUND. LDL LIABILITY FOR LOSS OR DAMAGE SHALL NOT EXCEED \$100,000.00 PER SHIPMENT.
5. If this is an international Shipment, then the rules as established by the Montreal and/or Warsaw Convention(s) shall apply to the international carriage of any Shipment and LDL liability shall be not be greater than 19 SDR's per kilogram for proven damages, irrespective of the negligence or fault of LDL, unless a) a greater value is declared in writing in the space entitled "DECLARED VALUE" on the front of this Bill of Lading and b) the Shipper has agreed, prior to shipment, to pay the Excess Value Fee assessed by LDL for said greater DECLARED VALUE. In such an event involving a DECLARED VALUE, LDL liability shall be limited to proven damages not to exceed the higher DECLARED VALUE for which the Shipper has agreed, prior to shipment, to pay the requested Excess Value Fee. Notwithstanding the foregoing, under no circumstances will the liability of LDL for any monetary loss which is a result of auxiliary services performed by LDL or its agents be greater than the liability contained in this Contract. If this is an international shipment and it is determined by a court of competent jurisdiction that the Montreal and/or Warsaw Convention(s) do not apply to all or any part of this Shipment, then all of the terms and conditions of this Contract (other than this paragraph 5) shall apply to this Shipment.
6. As a condition precedent LDL liability for cargo loss, damage and delay claims not subject to the Montreal and/or Warsaw Convention(s) shall be governed by the Carmack Amendment 49 U.S.C. § 14706, however CFS's liability shall not exceed fifty cents (.50c) (US) per pound per article unless a) a greater value is declared in writing in the space entitled "Declared Value" on the front of this Bill of Lading and b) the Shipper has agreed, prior to shipment, to pay the Excess Value Fee assessed by LDL for said greater DECLARED VALUE. LDL maximum liability for loss or damage shall not exceed \$100,000.00 per shipment. All claims must be made in writing to LDL nine (9) months after delivery of the property or in the case of non delivery within nine (9) months after a reasonable time for delivery has elapsed. Claims for concealed damage after a clear receipt for the Shipment has been given must be reported in writing to LDL within fifteen (15) days of delivery, and all property must be retained in the original shipping container with all packing materials available for inspection by LDL at place of delivery for a period of no less than thirty (30) days after LDL has received written notice of damage, otherwise receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract for carriage. No claim for loss or damage will be entertained until transportation charges have been paid in full. The amount of claims may not be deducted from transportation charges. All lawsuits must be brought within two (2) years and one (1) day from the date LDL gives written notice that it has disallowed any part of the claim.
7. In case of loss damage or delay to part of the cargo, the weight to be taken into account in determining LDL limit of liability shall be only the actual weight of the package or packages concerned.
8. Any legal actions concerning loss or damage to the shipment transported under this bill of lading must be filed in a state or federal court having jurisdiction over Wayne County, Michigan.
9. LDL undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice. LDL is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to charge or deviate from the routing show on the face hereof.