

TERMS & CONDITIONS OF BILL OF LADING

1. The Carrier or the party in possession of any of the Property described in this Bill of Lading (the "Property") shall be liable as at common law for any loss, damage or delay thereto, except as hereinafter provided. Carrier shall be liable for special, incidental and consequential damages for which it has actual or constructive notice.

2. Neither Carrier nor any 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 solely by an Act of God or solely by the act or default of the Shipper or owner. Further, neither Carrier nor any party in possession of all or any portion of the said Property shall be liable for any natural shrinkage of the Property. The Carrier or the party in possession shall have the burden of proving freedom from negligence and that one of the foregoing exceptions was the sole and proximate cause of the loss, damage or delay. The Carrier's liability shall not be subject to the rule of contributory or comparative negligence.

3. The Carrier shall be liable solely as a warehouseman for loss, damage or delay occurring after actual or attempted tender of the Property for delivery at destination in accordance with the terms of this Bill of Lading. When tender of delivery of the Property to the party entitled to receive it has been made in accordance with the terms of this Bill of Lading, but delivery has been refused or if Carrier is unable to make delivery in accordance with the terms of this Bill of Lading Carrier's liability as a warehouseman will begin when Carrier has placed said Property in a warehouse or storage facility under reasonable security. Except in the case of negligence of the Carrier or the party in possession, the Carrier or party in possession shall not be liable for loss, damage or delay which results when the Property is stopped and held in transit upon request of the Shipper owner, or party entitled to make such request.

4. Carrier is not bound to transport said Property by any particular schedule or vehicle or in time for any particular market, or in any manner other than with reasonable dispatch. Carrier shall have the right, in case of physical necessity, to forward said Property by any carrier or route between the point of shipment and the point of destination.

5. The Shipper or consignee shall pay the freight and all other lawful charges accruing on said Property according to the written agreement between the Shipper and the Carrier. The Carrier shall be liable for the freight and all other applicable charges, except that if the Shipper stipulates, by signature in the space 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, makes delivery without requiring such payment, the Shipper shall not be liable for such charges. The Carrier may extend credit to the party responsible for payment of the freight charges, and may charge a commercially reasonable interest rate on freight bids which remain unpaid for more than 30 days from the date of presentment. There shall be no other penalty or loss of discount allowed for late payment. Shipper may offset unpaid freight charges against unpaid freight claims when said claims are outstanding for more than 90 days. Nothing herein shall limit the right of the Carrier to require at the time of shipment the prepayment or guaranty 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.

6. All claims and disputes arising under this Bill of Lading including, without limitation claims for loss, damage, delay, overcharges or undercharges shall be administered in accordance with, and governed by, the Interstate Commerce Act (49 U.S.C. § 13101 et seq.), as amended, unless otherwise provided herein.

7. In the event that Property has been refused by the consignee, or Carrier is unable to deliver the Property for any reason, Carrier shall immediately notify Shipper by telephone or other electronic communication system in accordance with the instructions for notification given on the face of this Bill of Lading. Said notice shall be confirmed in writing by Carrier, stating the time and date that free time shall expire and the storage charges to be applicable upon expiration of free time. Storage charges shall begin after 48 hours of Carrier's notification, exclusive of Saturdays, Sundays and business holidays declared by any of the parties hereto. Shipper shall give disposition instructions to Carrier within 48 hours of its receipt of notice of Carrier's inability to deliver. If disposition is not received within said 48 hours, Carrier shall send a "SECOND AND FINAL NOTICE OF ON-HAND FREIGHT" via facsimile transmission or certified mail. If disposition instructions are not received within 48 hours of the "Second and Final Notice," Carrier may advertise in two newspapers of general circulation for two consecutive weeks that the goods on hand will be offered for sale at a general auction, stating the time and place of said sale. No later than 10 days prior to the auction sale, Carrier shall send a copy of the auction notice to seller via facsimile transmission or certified mail when published.

8. 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 requires, before the Property is sold, including telephone or facsimile transmission.

9. The proceeds of any sale made under Sections 7 or 8 of this Bill of Lading shall be applied by the Carrier to the payment of freight, demurrage, storage, and any other reasonable and lawful charges to the expense of notice, advertisement, & sale, and other reasonable and necessary expense and to the reasonable expense of caring for and maintaining the Property, if proper care of the Property requires special expense. Should there be a balance remaining after all such charges and expenses are paid, such balance shall be paid to the owner of the Property sold hereunder.

10. Notice of loss or damage shall be given to Carrier on the delivery receipt by the consignee and confirmed by the driver. Concealed loss or damage shall be reported to the delivering Carrier within 15 working days unless the claimant explains why the loss or damage could not reasonably have been reported within 15 days.

11. Carrier shall be liable for the number of shipping units or packages noted on the Bill of Lading, and shall deliver them in the same condition or unitized package as tendered at origin. If Carrier's driver is not able or is not given an opportunity to inspect and count the shipment prior to acceptance by the Carrier, the Bill of Lading must be noted "SL & C" (Shippers Load & Count). When less-than-truckload shipments are loaded and counted by the Shipper, such shipments will be inspected and counted by Carrier at its first breakbulk point and all discrepancies shall be reported immediately to Shipper.

12. No Carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed on this Bill of Lading.

13. If transportation is arranged through a broker, Carrier designates broker as its agent for the collection of freight charges. When charges are paid to broker, Carrier agrees not to hold Shipper or consignee liable for said charges.

14. Carrier and Shipper each agrees to comply with all applicable state and federal laws, and all standards, rules, regulations, and orders issued pursuant to such state and federal laws and each of Carrier and Seller shall indemnify and hold harmless the other for any breach thereof.

15. Carrier is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of Shipper. Carrier shall have complete charge and responsibility for personnel employed by Carrier.

16. Carrier irrevocably consents to the exclusive jurisdiction and venue of any court of competent jurisdiction of the State of Missouri for all disputes arising out of or related to this Bill of Lading.

17. In the event of a conflict between the provisions contained in these Terms and Conditions of Bill of Lading and any documentation, contract or writing provided by Carrier to Shipper, the provisions of these Terms and Conditions of Bill of Lading shall control and be binding upon the parties.

18. Any alteration, addition or erasure in this Bill of Lading, which shall be made without the special notation hereon of the Shipper, shall not be effective. The invalidity, in whole or part, of any of the foregoing articles or paragraphs will not affect the remainder of such article or paragraph or any other article or paragraph of this Bill of Lading.