

SEC.1. (a) COGI Logistic Solutions, LLC, hereinafter “Carrier,” or any other party in possession of property described in this bill of lading shall be liable pursuant to SEC.5 below, except as otherwise provided:

(b) No Carrier shall be liable for any loss, damage or delay to a shipment caused by an act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is held in transit upon request of the shipper, owner or other party entitled to make such request.

SEC. 2. Unless arranged or agreed upon, in writing, prior to shipment, and an additional fee paid in advance, the Carrier is not bound to transport a shipment in an expedited manner or by a particular schedule or in time for a particular market, but is responsible to transport the shipment with reasonable dispatch. If circumstance so require the Carrier may forward a shipment via another carrier or mode of transport.

SEC.3. (a) As a condition precedent to recovery, claims must be filed in writing with any participating carrier and must meet the claim filing requirements of 49 C.F.R. § 370.

(b) Claims for delay, loss or damage must be filed within nine months after the delivery of the property, or when the property should have been delivered. Claims filed after such date will not be considered by the Carrier.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provision, Carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss, damage or delay to any property transported pursuant to this bill of lading shall have the full benefit of any insurance providing coverage to that property. In addition, the insured agrees herein to waive any right of subrogation against Carrier.

SEC. 4. (a) If the consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignees, the Carriers liability shall than become that of a warehouseman. Carrier shall promptly provide notice, by verbal or written communication to any interested party listed on the face of the bill of lading. Storage is at the Carrier’s option in any location. The Carrier may place the property in storage at the owner’s expense and without Carrier.

(b) If the Carrier does not receive disposition instructions within 48 hours of time if Carrier’s attempted first notification, Carrier will attempt to issue a second and final confirmed notification to any interested party listed on the face of the bill of lading. Such notice shall advise that Carrier has the right to offer the shipment for sale at a public auction. The amount of sale will be applied to the Carrier’s invoice for transportation, storage, and other lawful 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 Carrier is unable to follow the procedures set forth in subsections 4 (a) and (b) above nothing in this section shall be construed to limit the right of the Carrier at its option to sell the property in such manner as may be authorized by law. When perishable goods cannot be delivered, the Carrier may dispose of the goods at auction with 5 days’ notice to an interested party.

(d) When a consignee or consignor directs Carrier to unload or deliver property at a location where consignor, consignee, or their agent, is not regularly located, the risk after unloading or delivery shall not be that of the Carrier.

SEC. 5. (a) Where a lower value than the actual value of the said property has been stated in writing by the shipper or is otherwise established by Sec. 5(c) as the released value of the property, such value, plus paid freight charges, shall be the maximum recoverable amount for the loss, damage or delay, regardless if such loss, damage or delay occurs from negligence.

(b) Carrier will not transport, or be liable for, any articles of extraordinary value unless the shipper and Carrier create a separate written agreement for freight charges that are commensurate with the extraordinary value and that extraordinary value is declared on this Bill of Lading. If Carrier inadvertently receives property of extraordinary value then the shipper, consignor, consignee, and Carrier agree the value of that property is as described below.

(c) The value of any property transported by Carrier that is in a condition other than new is \$.10 (ten cents) per pound. The value of any property transported by Carrier that is in a new condition is \$.50 (fifty cents) per pound. Any party with an interest in the property transported under this bill of lading may negotiate an agreed or released value of \$1.00 (one dollar) per pound by a separate written agreement with the Carrier and payment of an additional fee in exchange for the additional liability of Carrier. Any party with an interest in the property transported under this bill of lading may negotiate the agreed or released value of the property as the full invoice value or value of the property at destination by negotiating a separate written agreement with the Carrier and payment of a fee for the transportation service of an amount equal to the full invoice value or value of the transported property at delivery to the consignee.

(d) Any party with an interest in the goods transported under this bill of lading hereby agrees, warrants, and represents that it will not assert a claim for incidental damages, consequential damages, or attorney’s fees.

SEC. 6. Every party, whether principal or agent, who ships explosives, hazardous materials, or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner’s risk and expense or destroyed without compensation.

SEC.7. (a) The consignor, consignee, or any other party with an interest in the goods shall be liable for the full amount of freight charges and any other fee, cost, or expense of the transportation service unless the consignor indicates in writing prior to the transportation service that the shipment is to move without recourse to the consignor when the consignor so stipulates by signature in the space provided in the face bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been 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.

(c) Nothing in this bill of lading shall limit the right of the carrier 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 in 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. This bill of lading, and the terms and conditions of COGI Logistic Solutions, LLC, controls all transportation services provided by Carrier. If another bill of lading is issued in substitution or exchange for this Bill of Lading, the shipper’s signature on any other bill of lading 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 carrier shall be performed subject to the terms and provisions and limitations of liability specified by the “Carriage of Good By Sea Act” and any other pertinent laws applicable to water carriers. In addition, all transportation services provided by carrier incorporate the Terms and Conditions maintained by the Carrier and which are available up request.