

Pacific Transfer LLC Neighbor Island Consolidation Terminal Phone: (808) 838-4953 Email: distribution@pacifictransfer.com Web: www.pacifictransfer.com

	Booking #	
PT Office Use Only		

## Straight Bill of Lading - Original - Not Negotiable

		311			911gii id					
China an Nama		Shipper			Canaiana a Nan		Consigne			
Shipper Name			Phone		Consignee Nan	ne		Phone	!	
Address line 1					Address line 1					
Address line 2					Address line 2					
City		State	Zip		City		State	Zip		
Payment Method (Check one method only)										
Method:	Pre (Pay E	paid Before Shipping)	COD (Pay Before	Pickup)		Third- (Bill to 3rd	Party Party)	Acco	ount PT Credit Account)	
	☐ Cash	☐ Credit	indicate form of pay Card	Check	of shipment.					
			Serv	rice (Che	ck one only	7)				
Door to PT Pick-up F PT Deliver to	rom Shipper,	PT Pick I	to Dock Delivery  Jp From Shipper,  ee Pick-Up from PT		Dock Deli Shipper Deliver to PT Deliver to Co		Ship	ck Deliver per Deliver to PT, ignee Pick-up from	y to Will Call	
		Bill to Par	ty			Shippe	r Reference	Number(s)		
Bill to Name			Phone							
Address line 1						Dunah	one Order N			
Address line 2						Purch	ase Order N	umber(s)		
City		State	Zip							
Pieces	Гуре	H/M	Description of Frei	ght				Cu.Ft.	Weight	
	**									
Total Pieces								Total Cu.Ft.	Total Weight	
Special Instruc	ctions									
			This is to certify that the for transportation acc							
24-Hour Emergency Contact Phone Number			Shipper Sig	nature						
			Shippe	er & Carı	rier Signatu	res				
Shipper/Agent (Company Name)			Date Rec'd		Qty	Qty/Type Rec'd				
	· · ·	<u> </u>					1 * /.	· ·		
Authorized Signatu	ure	Р	rint Name		Carrier Signature Print Name					

## **CONTRACT TERMS AND CONDITIONS**

This contract is subject to all the rules, regulations, rates, and charges in carrier's currently effective applicable tariffs on file with appropriate regulatory agencies.

SECTION 1. The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage in transit EXCEPT for condition or flavor of perishable articles, and EXCEPT documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value which are not specifically listed on the bill of lading, and except loss or damage caused by or resulting:

- (a) From act, omission or order of shipper;
- (b) From insects, moth, vermin and ordinary wear and tear;
- (c) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (d) From (1) hostile or warlike action in time of peace or war, including action hindering, combating, or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade (4) any act of foreign or domestic terrorism;
- (e) From Acts of God when the shipper releases the value of each article in the shipment to a value not exceeding the declared amount per pound per article;
- (f) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder;
- (g) From breakage of china, glassware, bric-a-brac or similar articles of a brittle or fragile nature unless packed by the carrier or unless such breakage results from negligence of the carrier.

SUBJECT, in addition to the foregoing, to the following limitations on the carrier's liability; (1) The carrier's maximum liability shall be limited to the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration, howsoever caused, but in no event to exceed the released value as determined under the prevailing applicable tariff PTLLC-C, PTLLC B-2, or WMTB Tariff 1A.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every 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.

## SECTION 3. Shipper shall:

- (a) Be liable for any and all charges applicable under carrier's tariffs, and pay therefor as provided in said tariffs; and
- (b) Indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at point office addresses shown on face hereof, or if shipper fails, or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon the notice and in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any shall be paid to owner of property, PROVIDED that any perishable articles contained in said shipment be sold at a public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed, and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such claim will not be paid.