



## Terms and Conditions

### HILL BROTHERS INTERMODAL LOGISTICS, INC. DBA HILL BROS LOGISTICS TERMS AND CONDITIONS OF SERVICE

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These Terms and Conditions of Service are effective **November 1, 2016** and are subject to change without notice. These Terms and Conditions supersede and replace all previous Terms and Conditions published by Hill Brothers Intermodal Logistics, Inc dba Hill Bros Logistics.

**The following TERMS AND CONDITIONS OF SERVICE shall apply to all services performed by Hill Brothers Intermodal Logistics, Inc. dba Hill Bros Logistics and shall be binding on all customers, shippers, consignees, and third parties to or for whom Hill Brothers Intermodal Logistics, Inc. dba Hill Bros Logistics provide services, as specified further in Section 3 below.**

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### GENERAL TERMS AND CONDITIONS OF SERVICE

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#### 1. APPLICATION AND SCOPE

These Terms and Conditions of Service apply to all transportation and related services provided in interstate and intrastate commerce to, from or within the United States (and its territories), Canada, and Mexico and/or other foreign or international commerce by Hill Brothers Intermodal Logistics, Inc. dba Hill Bros Logistics in accordance with their respective capacities set forth below:

- Hill Brothers Intermodal Logistics, Inc. dba Hill Bros Logistics is a domestic (U.S.) and international air freight forwarder providing services as an indirect air carrier, including the issuance of house air waybills for individual shipments, assembly, consolidation and arrangement of transportation of goods via direct air carriers, pursuant to exemptions at 49 U.S.C. §§ 13531 and 13506(8).
- Hill Brothers Intermodal Logistics, Inc. dba Hill Bros Logistics is also duly registered as a surface freight forwarder with the Federal Motor Carrier Safety Administration under Docket No. FE-012530-P to provide ground transportation services via motor carriers selected by Hill Brothers Intermodal Logistics, Inc. dba Hill Bros Logistics.
- Hill Brothers Intermodal Logistics, Inc. dba Hill Bros Logistics is an Ocean Transportation Intermediary duly licensed as both a non-vessel operating common carrier (NVOCC) and ocean freight forwarder with the Federal Maritime Commission under License No. 024875NF.

#### 2. DEFINITIONS

Unless otherwise provided for herein, the following terms are defined as follows:

**"HBL", "we", "our" and "us"** refer to **Hill Brothers Intermodal Logistics, Inc. dba Hill Bros Logistics**, and their respective employees, agents, successors, assigns, divisions, affiliates and any subcontractors hired by HBL.

**"Customer"** means the person, firm or company on whose behalf HBL has been hired to perform services, as well as the  
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customer's agents and/or representatives and any principal on whose behalf it is acting.

**"Shipper"** or **"consignor"** means the person tendering goods to HBL for transport or storage and the person for whose account goods are being transported or stored, and any and all agents and/or representatives of the Shipper, including, but not limited to, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, and consignees.

**"Consignee"** or **"receiver"** means the person named as the "consignee" on any shipper's instructions, receipt, truck tag, waybill, bill of lading or other document, the owner of the Goods, and all other persons lawfully entitled to possession of the Goods upon delivery.

**"You"** and **"yours"** shall refer to our customer, the shipper/consignor, the receiver/consignee, their employees and agents and to all others with interest in the shipment.

**"Waybill"** means a non-Negotiable Waybill, Bill of Lading, Delivery Receipt or similar shipping document used to identify shipments tendered to HBL for transportation.

**"Goods"**, **"cargo"**, **"items"**, **"pieces"**, **"products"**, **"commodities"** and **"shipment"** refers to articles of every kind or description, including their packaging, containers or other shipping units tendered to an accepted by HBL for transportation, storage and/or delivery as described or identified on the face of the Waybill.

**"Prepaid"** or **"PPD"** is a freight payment term meaning that the charges for transportation and other services rendered at the request of the shipper, or requested by the consignee for the shipper, are to be paid for by the shipper or its designated agent. Notwithstanding the shipper's primary responsibility for payment on a prepaid shipment, both the shipper and consignee are jointly liable for the payment of charges for transportation or other services because both the shipper and consignee receive the benefit of the services.

**"Collect"** or **"COL"** is a freight payment term meaning that the charges for transportation and other services rendered at the request of the consignee, or requested by the shipper for the consignee, are to be paid for by the consignee or its designated agent. Notwithstanding the consignee's primary responsibility for payment on a collect shipment, both the shipper and consignee are jointly liable for the payment of charges for transportation or other services because both the shipper and consignee receive the benefit of the services.

**"Terms and Conditions"** refers to these Terms and Conditions of Service which shall be published and maintained on HBL's website at <http://www.hillbros.com/termsandconditions.pdf> and are otherwise available upon request.

**"Conditions of Contract"** refers to the Conditions of Contract appearing on the reverse-side of HBL's Waybill.

### 3. CONTRACTUAL AGREEMENT

A. These Terms and Conditions shall constitute a binding contract on all customers, shippers, consignees to or for whom HBL provides services. These Terms and Conditions supersede and negate any claimed, alleged or asserted oral contract, promise, representation or understanding among the parties with respect to services to be performed by HBL.



B. These Terms and Conditions shall apply to all services provided by HBL, except to the extent contrary to applicable federal or state law, rule or regulation, and/or except to the extent HBL otherwise specifically agrees, in writing.

C. If there is any conflict or inconsistency between these Terms and Conditions and our Waybill, the Conditions of Contract on the reverse-side of our Waybill, or any other bill of lading issued in connection with services provided by HBL, the Terms and Conditions contained herein shall control and govern.

D. No employee or agent of HBL is authorized to change, modify or waive any of these Terms and Conditions without the written consent of an authorized executive of HBL.

E. These Terms and Conditions are subject to amendment by HBL without notice. Any amendment to these Terms and Conditions shall be published on HBL's website at <http://www.hillbros.com>. Your continued use of HBL's services after publication of the amended Terms and Conditions on our website shall constitute acceptance of the amended Terms and Conditions.

#### **4. ADVANCEMENT OF CHARGES**

A. Upon request, we will advance charges for cartage not performed by us, as well as customs and duties. For each Advancement of Charges, a service fee of \$1.00 per \$100.00 of the advance charge, or fraction thereof will be assessed, subject to a minimum advancement fee of \$5.00.

B. We will not advance charges on any shipment on which prepayment of charges is required unless the amount of such advances has been deposited in cash with us.

#### **5. APPLICATION OF CHARGES**

A. Except as otherwise provided for herein or in a separate written contract, transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of:

1. the actual weight, or
2. the cubic dimensional weight determined in accordance with Sub-Section (E) of this rule.

B. Charges will be assessed on the basis of the service shown on the Waybill at the rates in effect on the day of acceptance of the shipment.

C. In computing charges, fractions will be rounded to the next higher cent.

D. Fractions of pounds will be assessed at the charge for the next higher pound. Fractions of kilograms will be rounded up to the next higher kilogram.

E. Shipments may be subject to a Dimensional Weight Charge (or "DIM" Factor) depending upon the weight, density and/or measurement of the shipment. To obtain a quote or for more details about the applicability of HBL's Dimensional Weight Charge, please contact your local HBL station.

F. All rates and fees are subject to change without notice.



## **6. CHARGES – PREPAID OR COLLECT**

A. Shipments will be accepted with freight payment terms stated as prepaid (by the shipper) or collect (from the consignee), or when requested by the shipper or the consignee and subject to approval by HBL, the charges will be billed to a third party. If the third party should refuse payment for any reason, liability for payment shall revert to the shipper or consignee whichever requested third party billing.

B. All requests for changes in type of billing after delivery must be accompanied by a guarantee in writing of payment by the new payer and a fee of \$10.00 per revision will be assessed. Revisions will not be allowed when a reduction in the original rates occurs as a result of the change.

C. The following shipments must be prepaid by the shipper or billed to a third party:

1. Shipments addressed to United States Government agencies, unless shipped on Government Bill of Lading.
2. Shipments destined to exhibition grounds, parks, fairs or similar enclosures where admission is charged for entrance.
3. Shipments addressed to hotel guests.
4. Shipments addressed to any person and/or organization in care of another person and/or organization.
5. Shipments addressed to political organizations.

## **7. INVOICING AND PAYMENT OF CHARGES**

A. Invoices for transportation and related charges shall be due and payable upon receipt, or at HBL's discretion on a "cash" or "collect" basis, unless you have established credit with HBL. HBL's standard credit period for the payment of invoices for transportation and related charges applicable to all customers that have established credit with HBL shall be thirty (30) calendar days from the date of our invoice and subject to the terms and conditions of our credit application, except as otherwise provided for herein or agreed upon in writing.

B. Invoices for duties, taxes and other charges advanced by HBL, to the extent such charges are invoiced separately, are due and payable upon receipt of our invoice, unless otherwise agreed upon in writing. If transportation charges and charges advanced by HBL appear on the same invoice, all charges are due upon receipt of the invoice, unless otherwise agreed upon in writing.

C. Regardless of whether a shipment is billed prepaid, collect or to a third party, the customer, shipper, and consignee shall be jointly and severally liable for all transportation or related charges, plus any duties, taxes or other charges advanced by HBL, including any costs or expenses incurred in returning your shipment or storing your shipment.

D. In the event payment of invoices is not received within thirty (30) calendar days, or such other agreed upon credit period, such invoices will be considered past due and any payments made thereafter shall be considered a late payment. Past due invoices and late payments shall be subject to an interest charge of 1.5% per month added to all outstanding amounts (subject to a minimum interest charge of \$10) and such other late charges as may be applicable under the terms of our credit application. In the event it becomes necessary to commence a lawsuit to recover past due invoices or late payments, we will be entitled to recover reasonable attorneys' fees and costs incurred in the collection of these invoices.



E. Nothing herein shall limit the right of HBL to require prepayment or a guarantee of the transportation or other charges at the time of shipment or prior to delivery.

## **8. CHARGES FOR SHIPMENTS CONTAINING OVERSIZED AND UNUSUAL PIECES**

A. Subject to authorized arrangements made prior to shipment, we will accept for transportation, shipments containing oversized pieces, as defined herein, which meet the conditions and limitations enumerated below, and we will base the appropriate charges on rating calculations described in Sub-section (C) below.

B. Piece Dimensions:

Shipments will be considered oversized to the extent the shipment contains pieces measuring in excess of 120 inches in length, or 88 inches in width, or otherwise restricted by their height/contour/profile from fitting onto a single standard 88"x125" pallet.

C. Rating Conditions:

1. The charges for shipments containing oversized pieces (defined in Sub-Section (B) above) shall be based on the higher of the following calculations:
  - a). the actual weight of the shipments; or
  - b). multiplying 4,000 pounds by the total number of pallets used (fully or partially). See (2) below for pallet dimensions.
2. The dimensions of the pallets to be used are:
  - Width: 88 inches
  - Length: 125 inches

## **9. DANGEROUS GOODS/HAZARDOUS MATERIALS**

A. Shipper must call the HBL facility handling the shipment and provide details of the type of Dangerous Goods/Hazardous Material they are proposing to ship with HBL. HBL retains the right to refuse any shipment.

B. Dangerous Goods/Hazardous Material means those commodities, which are transported in accordance with the provisions set forth in the rules and regulations in:

1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto or reissues thereof.
2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto or reissues thereof.
3. The International Civil Aviation Organization ("ICAO") "Technical Instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.

C. If HBL accepts for transport the shipment, then the shipper must comply with all of the rules and regulations set forth in:

1. Title 49 of the U.S. Code of Federal Regulations ("CFR"), revisions thereto and reissues thereof.



2. The "Dangerous Goods Regulations" published by the International Air Transport Association ("IATA"), revisions thereto and reissues thereof.
3. The International Civil Aviation Organization ("ICAO") "Technical instructions for the Safe Transport of Dangerous Goods by Air" published by ICAO, revisions thereto or reissues thereof.
4. The "International Maritime Dangerous Goods (IMDG) Code" published by the International Maritime Organization, revisions thereto or reissues thereof.

D. If the shipment contains Dangerous Goods/Hazardous Material, the shipper shall have the responsibility to so state on the Waybill and shall also submit a signed Shipper's Declaration for Dangerous Goods/Hazardous Materials.

E. All shipments of Dangerous Goods/Hazardous Materials between points in the United States will be assessed a minimum service charge of \$30.00 per shipment for handling and transportation of such goods in addition to all other applicable charges.

F. All shipments of Dangerous Goods/Hazardous Materials to, from or between points outside the United States may be subject to additional service charges for handling and transportation of dangerous goods. HBL shall determine the amount of such charges, which may vary depending upon, among other things, the nature of the goods, the origin, the destination and the mode of transportation.

G. Shipper agrees to be in compliance with all State and Federal statutory requirements with respect to shipping Dangerous Goods and/or Hazardous Materials.

## **10. TSA REGULATIONS**

All cargo tendered for air transportation is subject to Aviation Security Controls, regulations of the Department of Homeland Security/Transportation Security Administration ("TSA"), and when appropriate, other government regulations. Copies of all relevant shipping documents showing the cargo's consignee, consignor, description and other relevant data will be retained on file for at least thirty (30) days. TSA, which has authority over the security and safety of the transportation systems within and connecting to the U.S., has instituted regulations and amendments that govern the movement of cargo. All shippers requesting air transportation services must comply with all applicable TSA regulations, as well as HBL's policies and procedures. In the event you fail to comply with any applicable regulations, policies or procedures, we cannot ensure requested service levels or that your shipment will be transported via aircraft, and we reserve the right to use alternate means to deliver your shipments. If you have any questions about transporting shipments by air or applicable regulations, policies or procedures, please call your local HBL facility to speak with a customer service representative.

## **11. INSPECTION OF SHIPMENTS**

A. General – All Shipments. We may, but shall not be obligated to, inspect any shipment. Additionally, all shipments may be subject to inspection by:

1. The carrier[s] or their agent[s]
2. Government officials
3. Personnel authorized by the government to inspect shipments.



B. Inspection of Air Shipments. In accordance with TSA regulations all shipments transported on aircraft are subject to inspection or being searched by HBL, its agents, government officials or other authorized personnel to ensure the security and safety of any aircraft and its passengers. If you do not consent to the search or inspection of your cargo it cannot be offered for transport or be transported on any aircraft.

## **12. LIABILITIES NOT ASSUMED**

A. Except as may otherwise be prohibited by law, we shall not be liable to the shipper or to any other person for any mis-delivery, missed pickup, non-delivery, delay, damage or loss of whatever nature arising out of or in connection with the shipment or other services performed by us, unless such damage is proven to have been caused by our negligence and there has been no contributory negligence on the part of the shipper, consignee or other claimant.

B. Without limiting the generality of Sub-Section (A), we shall not be liable for any loss, damage, mis-delivery, non-delivery, or other result caused by or resulting in:

1. The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment including, but not limited to, incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of your shipment, or for the acts or omissions of the recipient.
2. The nature of the shipment or any defect, characteristics or inherent fault thereof.
3. Failure of the shipper or consignee to observe any of the rules contained in these Terms and Conditions.
4. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of custom officials, authority of law, quarantine, war, riots, strikes or civil commotion.
5. Acts or omissions of any person other than us including delivery instructions from the shipper or consignee complied with by us.
6. We cannot guarantee delivery by a specific time or date and shall not be liable for special or consequential damages due to delay, mis-delivery or non-delivery. Our liability shall be limited to a refund of the shipping charges in the event of a delay.
7. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
8. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
9. Shipments released without obtaining a signature at residential addresses, and at nonresidential addresses if a signature release is on file.

C. Our liability shall in no event exceed that as set forth in the Limitations of Liability provisions contained herein.

## **13. LIABILITY FOR CHARGES AND INDEMNIFICATION**

A. The shipper and consignee shall be liable, jointly, and severally, for all unpaid charges payable on account of a shipment including, but not limited to, sums advanced or disbursed by us on account of such shipment.

B. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify and hold us harmless for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed by us for any violation



of any of the rules contained herein, or any other default of the shipper or such other party with respect to a shipment, or as a result of any negligent act or omission of the shipper or consignee.

#### **14. LIENS ON SHIPMENTS**

We shall have a lien on the shipment for all sums due and payable to us including past due charges. In the event of non-payment of any sum payable to us, the shipment may be held by us and be subject to storage and/or disposed of at public or private sale, with notice to shipper or consignee, paying us out of the proceeds of such sale all sums due and payable to us including storage charges. The shipper and/or consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.

#### **15. LIMITATIONS OF LIABILITY**

A. Air and Ground Shipments. Our liability for loss or damage claims for air and ground shipments shall be as follows:

1. Air and Ground Shipments. Our liability for loss or damage to any air and/or ground shipment in the U.S., Canada or Mexico is limited to \$0.50 per pound multiplied by the number of pounds of each piece(s) of the shipment which may have been lost or damaged (but not less than \$50.00 per shipment), or the actual value of such piece(s), whichever is less, unless you declare a higher value for carriage and pay an additional charge for excess liability, subject to a maximum of \$100,000.00 per shipment. If you declare a higher value and pay an additional charge (see Section 15.D.), our liability will be the lesser of your declared value or the actual value of your shipment. Determination of our limit of liability on any shipment shall be based on the weight of the package or packages lost or damaged.
2. Canadian Ground Shipments. For loss or damage to any Canadian intra-provincial or inter-provincial ground shipment and/or any interstate ground shipment to the U.S. or Mexico originating from Canada where the loss or damage occurs within Canada our liability is limited to \$2.00 (CDN) per pound or \$4.41 (CDN) per kilogram multiplied by the weight of each piece(s) of the shipment which may have been lost or damaged, or the actual value of such piece(s), whichever is less, unless you declare a higher value for carriage and pay an additional charge for excess liability, subject to a maximum of \$100,000 per shipment. If you declare a higher value and pay an additional charge (see Section 15.D.), our liability will be the lesser of your declared value or the actual value of your shipment. Determination of our limit of liability on any shipment shall be based on the weight of the package or packages lost or damaged. To the extent it cannot be determined that the loss or damage occurred within Canada on an interstate shipment originating from Canada, then such loss or damage will be deemed to have occurred within the United States and be subject to the limits of liability set forth in Section 15.A.1. above.

B. International Air Shipments. The international carriage of shipments by air may be subject to the Warsaw Convention (1929), as amended at The Hague (1955) and as further amended by Montreal Protocol No. 1, 2 or 4 (collectively referred to as the "Warsaw Convention") or the Montreal Convention of 1999 ("Montreal Convention"). Our liability for loss or damage to international air shipments shall be limited in accordance with applicable law as follows:

1. Regardless of whether the Montreal Convention applies to your shipment, HBL's liability for loss, damage or delay of a shipment shall be limited to 19 Special Drawing Rights (SDRs) per kilogram, unless you declare a higher value for carriage and pay an additional charge for such excess liability.
2. In the case of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining HBL's limit of liability shall be only the weight of the package or packages concerned.





3. In the case of loss of, damage or delay to a shipment, the weight to be used in determining HBL's limit of liability shall be the weight that is used to determine the charge for carriage of such shipment.
4. In the case of loss of, damage or delay to a part of a shipment, the shipment weight in 16.B.3 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

#### C. Ocean Shipments.

1. HBL Shipments. If all or any part of the shipment tendered to HBL. 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. The shipper or his agent hereby authorizes HBL, in his name and on his behalf, to prepare any export documents, sign and accept any documents relating to said shipment and forward this shipment in accordance with the conditions of carriage and the tariffs of ocean carriers employed. The sole responsibility of HBL hereunder is to use reasonable care in the selection of carriers, forwarders, agents and others to whom it may entrust the shipment.
2. HBL NVOCC Shipments. Ocean shipments arranged by HBL shall be governed and controlled by the terms and conditions of HBL's bill of lading, as well as the bills of lading, conditions of carriage and tariffs of the carriers employed by HBL.

D. Declared Value. When the shipper makes a declaration of value, such value must be declared on the face of the bill of lading and a valuation charge of \$.45 per \$100.00 of valuation will be charged on declared values up to \$5,000.00. For increments above \$5,000.00, the valuation charge will be \$.50 per \$100.00 of valuation. Except for shipments of extraordinary or high value shipments, the maximum declared value HBL will accept on any shipment is \$100,000.00 per shipment. A declared value of more than \$100,000 is only available on shipments of extraordinary or high value goods and only when you receive prior written authorization from a Corporate Officer (see Section 15.F. below).

E. Insurance. For domestic (United States and U.S. territories) air and ground shipments, international air shipments and ocean shipments, the shipper may request that the goods be insured. When requesting insurance, the shipper must:

1. make a request for insurance;
2. pay the appropriate premium; and
3. record the amount of the insurance in the space designated on the HBL Waybill.

If the foregoing conditions are met, the goods identified on our Waybill will be insured under an open policy. When such insurance is in place our liability shall in no event exceed the insured value or the actual amount of loss or damage, whichever is lower, plus the amount of any freight charges relating to such shipment. The insurance is subject to the terms, conditions, deductibles, exclusions and coverage (for which certain risks are excluded) of the open policy, which is available upon request. The maximum insured value HBL will accept on any shipment is \$100,000.00, unless you receive prior written authorization from a Corporate Officer.

Notwithstanding any other provisions herein, insurance is unavailable for goods that are excluded from coverage under the open insurance policy, including, but not necessarily limited to, the following:

- Bulk products
- Cigarettes and other tobacco products
- Computer chips and similar memory devices



- Cotton
- Knitting and textile machines
- Mobile/Cellular telephones

Notwithstanding any other provisions herein, insurance is limited, restricted, subject to conditions, or subject to high deductibles with respect certain shipments, including, but not necessarily limited to, the following:

- Alcoholic beverages
- Artwork
- Automobiles and motorcycles
- Computer equipment
- Glass, glassware, mirrors and glass tubes
- Lasers and laser equipment
- Televisions and other electronic equipment
- Truck shipments to or from Mexico
- Used goods, machinery or equipment

F. Extraordinary or High Value Goods. Notwithstanding any other provisions herein, shipments of goods with a value of more than \$100,000 will be considered extraordinary or high value goods and will not be accepted by HBL unless you receive prior written authorization from a Corporate Officer. In the event shipments of extraordinary value goods are accepted by HBL, with or without prior authorization, or such shipments are inadvertently accepted by HBL, HBL's liability shall be limited in accordance with above Sections 15 A., 15 B. and 15 C. (as applicable), subject to a maximum liability for such shipments of \$100,000 unless you receive prior written authorization from a Corporate Officer to declare a higher value for carriage and pay an additional charge for excess liability.

G. Excess Declared Value Prohibited. Any declared value in excess of the maximum allowed hereunder is null and void and the acceptance by us for carriage of any shipment with a declared value in excess of the maximum allowed hereunder does not constitute a waiver of the maximum declared value provisions.

H. Special Damages. In no event and under no circumstances shall we be liable for any special, incidental or consequential damages, including but not limited to loss of profits or income, whether or not we had notice or knowledge that such damages might be incurred.

## **16. NOTICE AND DISPOSITION OF PROPERTY**

A. When shipments arrive at destination, we will promptly notify the consignee and/or his designated agent or broker if we are not delivering to the consignee.

B. If, at the expiration of the free storage time provided herein, a shipment containing nonperishable property is unclaimed or delivery cannot be effected, we will so notify the shipper and consignee, by telephone, email, facsimile or mail (at the addresses shown on the Waybill). Upon written instructions from the shipper, we will return the shipment to the shipper, forward or reconsign it, or otherwise dispose of it, all at the shipper's expense.

If no such instructions are received within thirty (30) days after the date of notice is given, we will dispose of the shipment at public or private sale.



C. Uncleared Import Shipments held at government warehouses will be recovered only when all costs have been paid in advance.

## **17. PACKING AND MARKING REQUIREMENTS**

A. Shipments must be prepared or packed to ensure safe transportation with ordinary care in handling.

B. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.

C. Any article susceptible to damage as a result of any condition which may be encountered in transportation, such as high vibration or high or low temperature variations, high or low atmospheric pressure variations, must be adequately protected by proper packing and any other necessary measures.

D. Each piece must be legibly and durably marked with the name and address of the shipper and consignee. When a container is used repetitively, all old labels, tags markings, etc. must be removed.

E. Pieces with a floor bearing weight in excess of 100 pounds per square foot must be provided with a skid or base, which will reduce the floor bearing weight of 100 pounds or less per square foot. Such skid or base must be furnished by the shipper and included in the gross weight of the piece.

F. Shipments of artwork, original paintings, drawings, etchings, water color paintings, oil paintings and sculptures of any kind, must be packed in wood crates of at least 1/4 inch (.64 centimeters) thickness which completely surround the article being shipped and must be clearly marked as to the nature of the contents.

## **18. PICKUP AND DELIVERY SERVICE**

A. Pickup and/or delivery service will be provided during business hours Monday through Friday. Holiday and weekend pickup and/or delivery service is available at an additional cost.

B. Pickup and/or delivery services will not be provided to or from any address not directly accessible to vehicles or where it is impractical to operate a vehicle.

C. At buildings where our employees are not permitted access to floors above the ground floor pickup and delivery service will be subject to the following procedures:

1. We will pick up shipments only when tendered at the ground floor or receiving dock, and
2. Delivery to the person whose duty it is to receive property for the occupants of such buildings will constitute delivery to the consignee.

D. Loading and unloading incidental to pickup and delivery service will ordinarily be performed by one person. Pickup and delivery service will not be provided for pieces which cannot be handled by one person unless advance arrangements have been made, including, where necessary, the furnishing of additional people and equipment by the shipper or consignee.



E. When vehicles are held for loading or unloading in excess of fifteen (15) minutes, an additional charge may be assessed.

## **19. PROOF OF DELIVERY**

When requested by the shipper or consignee, we will furnish a copy of the Waybill, Bill of Lading or other shipping document signed by the consignee or his agent as proof of delivery. A charge of \$5.00 per copy will be assessed for this service, except there will be no charge when the copy is provided in defense of a written claim made against us. There is no charge for verbal proof of delivery.

## **20. RATES**

Any rates or charges for services set forth in a rate quote, rate sheet, contract or other document are subject to change without notice. Additionally, the shipments may be assessed accessorial charges and/or surcharges for additional services not covered in the Rate Quote and/or Rate Sheet. Shipper should contact us for a complete list of accessorial charges, fuel surcharges and/or other surcharges. Under no circumstances will rates or charges be considered guaranteed for a particular period unless specifically agreed to in writing.

## **21. RE-DELIVERY SERVICE**

A shipment which, through no fault of ours, cannot be delivered on the first tender of delivery to the consignee will be returned to our terminal and the consignee will be notified. Re-delivery will be made at an additional charge.

## **22. ROUTING AND RE-ROUTING**

HBL has complete freedom in choosing the means, route and procedure to be followed in handling, transportation and delivery, unless express instructions in writing are received from the customer.

## **23. SHIPMENTS ACCEPTABLE**

Shipments of general commodities will generally be considered acceptable for transportation only when the rules and provisions shown herein and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper and/or consignee.

## **24. SHIPMENTS NOT ACCEPTABLE FOR TRANSPORTATION**

Shipments of the following commodities or nature will not be accepted by HBL for transportation unless authorized by an HBL Corporate Officer

- Antiques
- Architectural Models
- Corpses, cremated or Disinterred remains
- Firearms
- Fresh Food Products



- Fur and Fur trimmed articles
- Gems
- Hazardous Waste Materials
- Live animals
- Marble
- Money, currency, bonds, Bills of Exchange, Deeds, Promissory Notes, Negotiable Securities and Stock Certificates
- Nursery stock and plants
- Original manuscripts or electronic media
- Wearing apparel designs of which no other copy exists
- Packages that are wet, leaking, or emit an odor of any kind
- Personal effects
- Postage, trading or revenue stamps, stamp collections and coin collections.
- Precious metal, including but not limited to, gold, silver or platinum in the form of bullion, jewelry or any other form.
- Used furniture or household goods uncrated or unwrapped.
- Shipments as classified in 49 CFR Parts 171-177 Hazardous Material Regulations of the US, with the following hazard class or divisions:
  - Explosives of class 1 with the following divisions: 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, or known by class name prior to Jan. 1, 1991 as class A, B, C and blasting agents respectively. Division 1.6 had no applicable hazard class prior to Jan 1, 1991.
  - Shipment of class 2 with the following division: 2.3 poison gas or ICAO/IATA toxic gas
  - Shipments of class 4 with the following divisions: 4.1 flammable solid, 4.2 spontaneously combustible material and 4.3, dangerous when wet material
  - Shipments of class 5 with the following divisions: 5.1, oxidizer and 5.2, organic peroxide
  - Shipments of class 6 with the following divisions: 6.1 poisonous material or ICAO/IATA toxic substance and 6.2 infectious substance
  - Shipments of class 7 (radioactive) material
- Shipments of an inherent nature or defect, which indicates to us that such transportation, could not be furnished by us without loss of or damage to the shipment.
- Shipments prohibited by U.S. Federal or State, or foreign countries governing laws, rules and regulations either at origin or destination.
- Shipments from unknown shippers for movement on passenger aircraft.
- Shipments which require that we obtain a federal, state or local license for their transportation if we have elected not to comply with such license requirements.
- Shipments containing alcohol and/or tobacco, except when to be delivered to licensed dealers.
- Shipments from packaging companies (e.g. Mailboxes, etc.)
- Shipments not expressly covered by these rules, or which would be likely to cause damage to other shipments, equipment, crew or passengers, the carriage of which is prohibited by law.

To the extent any of the foregoing shipments are accepted by HBL, with or without prior authorization, or in the event any of the foregoing shipments are inadvertently accepted by HBL, such shipments shall be deemed and considered



extraordinary value items and our liability for loss or damage to such shipments shall be limited in accordance with the provisions governing extraordinary value items under Section 15(F) above.

## **25. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS**

The following will be accepted for carriage only upon advance arrangements and only when such advance arrangements have been satisfactorily completed.

- A. Any shipments having a declared or insured value exceeding \$100,000.
- B. Shipments containing oversized pieces (see Section 8).
- C. Shipments requiring pickup or delivery of pieces which cannot be handled by one individual.
- D. Excessive weight or size shipments.
- E. Shipments requiring special devices for safe handling.
- F. Dangerous Goods as described in Section 9.

## **26. SHIPMENTS SUBJECT TO DELAY**

The following conditions may delay delivery of the shipment to the consignee and HBL shall have no liability for any damages asserted as a result of such delay:

- A. If the dimensions of the shipment are too large for available aircraft.
- B. If the length of the shipment exceeds 125".
- C. Shipments that are improperly packaged or lack proper documentation.
- D. Shipments on which the shipper has omitted or provided an incorrect consignee address on the Waybill.
- E. Shipments requiring special licenses or consularization filing prior to export.
- F. Shipments difficult to handle, oversized or unwieldy, single pieces in excess of 250 pounds.
- G. Shipments containing Dangerous Goods/Hazardous Materials.
- H. Shipments not complying with US Department of Transportation, US Department of Homeland Security – Transportation Security Administration (TSA) regulations.
- I. Shipments subject to inspection, seizure or detention by any legally authorized authority.



J. Shipments delayed because of national Holidays, weather-related conditions, natural disasters, or acts of God.

K. Shipments delayed because of other conditions or circumstances beyond the reasonable control of HBL.

## **27. SHIPMENTS SUBJECT TO SPECIAL CONDITIONS**

A. Shipments requiring special devices for safe handling will be accepted only when such special devices are provided and operated by and at the expense of the shipper or consignee.

B. Furs, Dangerous Goods, and items of extraordinary value must not be included in the same shipment with any other article.

## **28. SIGNATURE SECURITY SERVICE**

Signature Security Service is available only for government shipments and only upon request.

A. At the request of the shipper, we will handle shipments under Signature Security Service from the time of acceptance from shipper at origin to the time of delivery to consignee at destination.

B. Signature Security Service shall mean that each employee or our agent shall execute a signed receipt upon accepting custody of the shipment and shall obtain a signed receipt upon relinquishing custody of such shipment to another employee or our agent. On shipments tendered on behalf of the Department of Defense requesting Signature Security Service, we will use the DD Form 1907 issued by the shipper as a signature and tally record.

C. Waybill, Government Bill of Lading, or other shipping documents presented to us must have the statement "Signature Service Requested" entered by the shipper.

D. A charge of \$50.00 per shipment will be assessed for Signature Security Service in addition to all other applicable charges.

## **29. STORAGE AND CHARGES**

A. Shipments will be held without charge for three (3) calendar days (excluding the first Saturday, Sunday and Legal Holiday) computed from 8:00 AM the day following notification of shipment being on hand.

B. After the expiration of such free time, we will continue to hold such shipments for the shipper and consignee, subject to a minimum storage charge of \$1.00 per day per 100 pounds or any fraction thereof, subject to a minimum storage charge of \$50.00 per shipment per day. If such continued holding is not practicable, we will place the shipment in a public warehouse at the expense of the shipper and consignee, subject to a lien for all transportation, storage, delivery, warehousing, and other charges, including handling charges of \$1.00 per 100 pounds (45 kilograms) or any fraction thereof, subject to a minimum handling charge of \$20.00 per shipment.

C. When the shipment is held by us after the expiration date of such free time, our liability for the shipment will terminate.



D. Shipments will be held for a period of time not to exceed thirty (30) calendar days from the 8:00 AM following the notification of shipment being on hand. At the expiration of thirty (30) calendar days, we may return the shipment or part of the shipment to the shipper at the shipper's expense, subject to a lien for all charges applicable to the shipment or part of thereof, or we may retain possession of the shipment and in such case the shipment will continue to be subject to our lien and all rights associated with our lien.

E. The lien provisions of Section 14 shall apply to all shipments, which are stored pursuant to this Rule.

### **30. THE WAYBILL / BILL OF LADING**

A. Except as otherwise provided or agreed to by HBL, all ground and air carriage performed by HBL shall be subject to HBL current Waybill and the Conditions of Contract appearing on the reverse-side thereof. For all ground and air shipments where a bill of lading or waybill issued by the shipper is other than our Waybill required herein, such driver or other signature will acknowledge receipt of the freight only. Such non-authorized bills of lading or waybills are not a contract of carriage and HBL will not be subject to its terms and conditions. Continued use of unauthorized bills of lading by shipper will not, and does not, constitute an implied acceptance or ratification by HBL.

B. Except as otherwise provided or agreed to by HBL, all ocean carriage performed by HBL shall be subject to HBL's current Bill of Lading and the terms and conditions appearing on the reverse-side thereof. For all ocean shipments where a bill of lading issued by the shipper is other than our Bill of Lading required herein, such carrier signature will acknowledge receipt of the freight only. Such non-authorized bills of lading are not a contract of carriage and HBL will not be subject to its terms and conditions. Continued use of unauthorized bills of lading by shipper will not, and does not, constitute an implied acceptance or ratification by HBL.

C. If requested, we will provide the shipper with a copy of the Waybill, Bill of Lading, or other nonnegotiable shipping document on which the shipment was tendered to us. A minimum charge of \$5.00 per copy will be assessed for this service, except there will be no charge when the copy is provided in defense of a written claim.

D. The contents of all shipments must be indicated by accurate description on the Waybill or Bill of Lading.

E. The number of pieces included in a shipment must be specified on the Waybill or Bill of Lading.

F. The dimensions and weight of the shipment must be entered on the Waybill or Bill of Lading by the shipper. If omitted, or entered incorrectly, we reserve the right to measure and weigh the shipment and apply appropriate density and oversize shipment surcharges. Shipments may be re-weighed at origin or destination.

G. If the service level is omitted on our Waybill or Bill of Lading, it will be rated at the highest applicable rate.

### **31. APPLICABLE LAW AND FORUM**

To the extent not governed by International Treaty, Convention or United States Federal Law, all disputes, claims or actions arising hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of Nebraska, without regard to its conflict of laws principles. All actions, suits or proceedings arising hereunder shall be brought in the U.S. District Court for the District of Nebraska or, in the absence of federal jurisdiction, the Supreme Court





for the State of Nebraska; and you hereby agree and consent to the jurisdiction and venue of such court for all purposes, including the taking of depositions.

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## **ADDITIONAL REQUIREMENTS FOR INTERNATIONAL SHIPMENTS**

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### **32. LETTER OF INSTRUCTION**

HBL accepts the HBL standard domestic and international waybill as the Shipper's Letter of Instruction and International Waybill and will prepare any required export documentation from the information shown thereon. For some shipments HBL may act as an agent for the airline, in which case, the airline's tariff applies. If you do not complete all the documents required for carriage, you hereby instruct us, where permitted by law, to complete the documents for you, at our option and at your expense, and to attach them to the Waybill, but we are not obligated to do so. We assume no liability to you or any other person for any loss or expense due to your failure to comply with this provision. You further agree to hold us harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever arising out of your providing to us incomplete, inaccurate or false documentation or your failure to provide required information.

### **33. ROAD TRANSPORT NOTICE**

Shipments transported partly or solely by road, be there an explicit agreement to do so or not, into or from a country that is a party to the Convention on the Contract for International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provisions referred to or in this Waybill to the contrary, except that the higher limitations of liability as set forth in these conditions shall remain applicable as opposed to those set forth in the CMR.

### **34. OCEAN SHIPMENTS**

The Shipper or his Authorized Agent hereby authorizes HBL, in his name and on his behalf, to prepare any export documents, to sign and accept any documents relating to said shipment and forward this shipment in accordance with the bills of lading, conditions of carriage and tariffs of the carriers employed. The shipper guarantees payment of all collect charges in the event the consignee refuses payment. Hereunder the sole responsibility of HBL is to use reasonable care in the selection of carriers, forwarders, agents and others to whom it may entrust the shipment.

### **35. C.T.S (C.O.D.) SERVICE**

HBL does not provide C.T.S. (a/k/a C.O.D.) service on international shipments.

### **36. CUSTOMS CLEARANCE**

By giving HBL this shipment, you hereby appoint HBL as your agent solely for performance of customs clearance and certify us as the nominal consignee for the purpose of designating a customs broker to perform customs clearance (unless you specify a customs broker on the front of this Waybill in the box provided) (where available). In some instances, local



authorities may require additional documentation confirming our appointment. It is your responsibility to provide proper documentation and confirmation when required. You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including by not limited to customs laws; import, export and re-export laws; and governmental regulations of any country to, from, through, or over which your shipment may be carried. You agree to furnish such information and complete and attach to this Waybill such documents necessary to comply with such laws, rules and regulations. We assume no liability to you or any other persons for any losses or expenses due to your failure to comply with this provision.

You are also responsible for all charges; including transportation charges and all duties, customs assessments, governmental penalties and fines, taxes and our lawyers' fees and legal costs, related to this shipment.

### **37. EXPORT CONTROL**

You authorize HBL to act as forwarding agent for you for export control and customs purposes. You hereby certify that all statements and information contained in the Waybill and any accompanying documents relating to exportation are true and correct. Furthermore, you understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements; for violation of any United States Laws or exportation, including but not limited to 13 USC Sec. 305, 22 USC Sec. 401, 18 USC Sec. 1001, and 50 USC App, 2410; or the violation of export laws of other countries.

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### **FILING CLAIMS**

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### **38. LOSS OR DAMAGE CLAIMS PROCEDURE AND TIME LIMITS**

Claims for loss, damage, or delay of a shipment must be filed in writing via email, within the time limits set forth herein, to [FFOPS@hillbros.com](mailto:FFOPS@hillbros.com) for all shipments that are not full truck loads, and [OS&D@hillbros.com](mailto:OS&D@hillbros.com) for full truck load shipments. In the event you fail to file a written claim within the time limits set forth herein, HBL shall have no liability for such claim and no further action may be brought against HBL.

A. Air Shipments (Domestic and International). Claims relating to domestic and international air shipments must be made:

1. for damage or shortage, immediately after discovery of the damage or shortage, but in no event later than 14 days from the date of delivery.
2. for delay of the shipment, within 21 days from the date of delivery.
3. for non-delivery of the shipment, within 120 days from the date the shipment was accepted by HBL.

B. Ground Shipments. Except for shipments that are exempt pursuant to 49 USC Secs. 13531 and 13506(a)(8) and which shall be considered air shipments, claims relating to ground shipments, must be made within 9 months from the date of delivery of the shipment or, in the case of non-delivery, within 9 months after a reasonable time for delivery has elapsed (not to exceed 15 days beyond the estimated delivery date).

### **39. CONCEALED DAMAGE CLAIMS**



If the recipient accepts your shipment without noting any damage on the delivery receipt, delivery manifest, or other delivery document, it will be presumed that the package was delivered in good order and condition and any loss or damage reported thereafter shall be considered concealed damage. All claims for concealed damage must be reported to us within seventy-two (72) hours from the date of delivery and a written claim must be filed within 15 days from the date of delivery, otherwise your claim will be declined. In order for us to process your claim, you must make the contents, original shipping cartons and packing available for inspection.

#### **40. TIME LIMITS FOR SUITS RELATING TO LOSS OR DAMAGE CLAIMS**

A. Air Shipments (Domestic and International). Suits for loss, damage or delay against HBL relating to an air shipment (domestic or international) shall be commenced no later than two years from the date of delivery, or from the date on which the shipment ought to have been delivered, or from the date on which the carriage is stopped. Any rights to damages shall be extinguished unless suit is commenced within the time limits set forth herein.

B. Ground Shipments. Suits for loss, damage or delay against HBL relating to any ground shipment shall be commenced no later than two years and one day from the date when HBL gives you written notice that the claim (or any part or parts of the claim) has been disallowed. Any rights to damages shall be extinguished unless suit is commenced within the time limits set forth herein.

#### **41. OVERCHARGE CLAIMS**

A. Claims for overcharges, refunds or duplicate payments (collectively “overcharge claims”) must be made in writing within 90 days from the date of delivery of the shipment that is the subject of the claim, otherwise such claims shall be deemed waived by you. All overcharge claims, along with any and all supporting documentation, shall be filed in writing via email to: **HBLBilling@hillbros.com**.

B. Suits to recover overcharge claims must be filed within eighteen (18) months from the date of delivery the shipment that is the subject of the claim. Any rights to damages shall be extinguished unless suit is commenced within the time limits set forth herein.

#### **42. NO RIGHT TO OFFSET**

YOU SHALL NOT HAVE ANY RIGHT TO OFFSET OR DEDUCT UNPAID TRANSPORTATION OR OTHER CHARGES DUE AND OWING TO HBL AGAINST UNPAID CLAIMS FOR LOSS OR DAMAGES, CLAIMS FOR OVERCHARGES, OR ANY OTHER CLAIMS ASSERTED AGAINST HBL. HBL IS NOT OBLIGATED TO ACT ON ANY CLAIM UNTIL ALL TRANSPORTATION CHARGES ARE PAID IN FULL.