



9/20/16

241531

Surface Transportation Board  
Attention: Section of Administration, Chief  
Cynthia T. Brown  
395 E. Street SW  
Washington, DC 20423

**ENTERED**  
**Office of Proceedings**  
**September 21, 2016**  
**Part of**  
**Public Record**

RE: Docket Number ISM 35008  
Transportation and Logistics Council  
Petition for Suspension and Investigating

Dear Ms. Brown;

Briggs & Stratton Corporation supports the petition filed by the Transportation Logistics Council (TLC) dated July 29, 2016 on the proposed changes to the Uniform Straight Bill of Lading and is requesting that our support be recognized by annexation to their petition.

In the NMFTA decision, it is stated that "TLC's petition was without merit, both jurisdictionally and substantively". We object to that characterization as both the jurisdictional and subject matters are within the realm of TLC as they are known industry experts. TLC offers creditable reference materials to guide both the shipper and consignee.

49 U.S.C. sec. 13101(a)(2) provides for "[promotion of] competitive and efficient transportation services". With changing the language on the bill of lading it will no longer 'encourage fare competition' for shipper and carrier relationships, thus it will no longer be possible for us to offer transportation rates at fair prices to our end customers. This section provides a clear outline for shippers and carriers enabling them to offer a variety of well qualified transportation options and prices that are competitive for the tasks at hand.

These changes were done without notice to the public, shippers or other members of the 'transportation community'. We were given no opportunity to comment or protest the changes.

- These changes will:
  - Mean that Briggs & Stratton Corporation (as a shipper) must have written contract arrangements for all carriers it uses in order to ensure that there is no confusion on terms and conditions, liability, and freight rates; in addition to contracts with our 3PL providers.
  - Cause increases to the freight rates due to the specific request that shippers have to make for various kinds of freight they move. For Briggs & Stratton Corporation this could be an increase of \$5 to \$8 million a year.
  - Increase the risks when coordinating the documentation needed for each carrier when shipping domestically or internationally. Movement of cargo becomes very complex given the various legs the truckload or container travels through.

- In addition, it is likely that Cargo Insurance companies will increase premiums due to the change in liability language.
  - For example, (see Petition Comments page 5):
    - the old language made it clear that the carrier ‘in possession’ of the goods would be liable for loss or damage
    - The new language only refers to the carrier ‘shown’ on the bill of lading (BOL).
      - i. Several of our shipments, due to the volume we move, are pre-loaded trailers that leave us with ‘SLC’ (shipper load and count) and require that carrier let us know on first break if any changes were noticed to the BOL they are in possession of. The new language does not accommodate the complexities of shipping practices in cases in which a carrier hands the freight to another carrier because they don’t have lanes delivering to the end customer. It is highly unlikely that a shipper would be put on notice and have enough time to put either carrier on notice of a loss or damage.
      - ii. For international shipments we use forwarders who engage the inland carriers to move the freight from shipper to port and port to receiver. The new language implies that the forwarder, who never had physical ‘possession’ of the freight, would be liable for any loss or damage.
- In addition (see Petition Comments page 6):
  - “the ‘old’ language” in section 1.(b) states that “No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of the law, or the act or default of shipper.” The burden is on the carrier or the party in possession to prove that it was not negligent.
  - “the ‘new’ language” section 1.(b) states that “No carrier shall be liable for any loss or damage or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, riots or strikes, or any related causes.” The burden of proof has been shifted from the carrier to the shipper, a significant burden for the party not in possession.
    - i. The Carmack Amendment specifically addresses responsibility for the condition of the freight at the time of delivery (see Petition Comments pages 7-8).
    - ii. We support and agree with the TLC interpretation of the Supreme Court decision in *Missouri Pacific R.R. co v. Elmore & Stahl*, 377 U.S. 134 (1964). The shipper does not provide the exact travel routes for its freight, simply the origin and destinations. It should be the carrier’s responsibility to know the roads, or highways the truck will be traveling. The shippers don’t “ride shotgun” with the carriers. It is the responsibility of the dispatchers and carrier managers to know what is happening in the places they are directing their trucks. As a carrier; the dispatcher would have already instructed the truck driver to travel on specific roads that the truck was regulated to travel on, as well as setting up delivery

schedules for the freight. The DOT, under direction from FMCSA (Federal Motor Carrier Safety Administration), establishes classifications on various size trucks, not only for the experience level of the driver (class of truck he/she is able to drive), but for the roads that can handle the weight of the loads being moved as it relates to public (shipper, driver and receiver) safety Under 49 CFR parts 300-399. It is virtually impossible for Briggs & Stratton Corporation, as the shipper, to prove things we physically cannot see nor have control of.

- Impact of the time line for process freight claims is unreasonable and not granting time for delivery. Briggs & Stratton also support the TLC position that “reasonable time for delivery has elapsed”, because new language of “not more than nine (9) months from the date of the bill of lading”.
  - Section 3.(b) (see Petition Comments page 8):
    - “the ‘old’ language” (b) “Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after the delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.”
    - “the ‘new’ language” (b) “Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pick up at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.”
      - i. Our recommendation is the inclusion of the following phrase in section 3(b) “a reasonable time for delivery has elapsed.” This is important because no matter if shipping domestically or internationally, a customer would expect to receive their freight with in a respectable amount of time. The new language does not define what delivery time would be. For Briggs & Stratton we have carriers drop trailers for loading, and the carriers don’t pick them up right away. There are times when the carrier does not pick up the trailer for 2 to 3 days after loading. In which case is dictated by the carriers dispatching personnel. As we do not know when the carrier will be in to pick up. The documents are already made and ready for pick up, even though freight has not left. Add to this the typical transit time for a carrier which can vary by 5 to 10 days. This will lessen our claim file by 7 to 10 days.
      - ii. When keeping in mind the changes made in Supplement 1 to NMF 100-A0 that went in to effect April 18, 2015 to Item 300135-A Reporting concealed Damage (e) “loss or damage should be provided to the carrier within five (5) business

days from the date of delivery”. This shortens the notice we have to give the carriers of loss or damage freight from 15 days to 5 days. This change had shortened the time to put the carrier on notice of a claim for loss or damage freight. Why is there a need to also change the language in the bill of lading? We believe that including the statement of “reasonable time for delivery has elapsed” will be sufficient enough to accommodate both parties. For a large company, micromanaging every shipment is an unattainable goal. At least if the language of “reasonable time for delivery has elapsed” it will be realistic time for both shipper and carrier.

In conclusion we appreciate the urgency and detail TLC has taken to outline the issues related to the NMFC changes. NMFC failed to respect the views of the other parties involved in the transportation process. The changes made do not reflect the practicalities of the transportation industry and unnecessarily increased the complexity of coordinating and managing shipments. This increased complexity will increase costs within the industry without improving the processes or outcomes.

We ask that you accept and act on the TLC petition.

Respectfully,  
Cindy Mueggenburg

Briggs & Stratton Corporation / Corporate Logistics Department  
12301 W. Wirth St., Wauwatosa, WI 53223  
F - 770-898-4617 / Claims@basco.com



TO THE  
SURFACE TRANSPORTATION BOARD

DOCKET NUMBER ~~FD 36053~~ ISM 35008

241206

PETITION FOR SUSPENSION AND INVESTIGATION  
NMFC 100-AP SUPPLEMENT 2

ENTERED  
Office of Proceedings  
July 29, 2016  
Part of  
Public Record

AMENDMENTS TO THE UNIFORM STRAIGHT BILL OF LADING  
AND ACCOMPANYING CONTRACT TERMS AND CONDITIONS  
ISSUED JULY 14, 2016, TO BECOME EFFECTIVE AUGUST 13, 2016

ON BEHALF OF

THE TRANSPORTATION & LOGISTICS  
COUNCIL, INC.  
120 Main Street  
Huntington, New York 11743  
George Carl Pezold  
Executive Director

Of Counsel:  
Raymond A. Selvaggio  
Pezold Smith Hirschmann & Selvaggio LLC  
120 Main Street  
Huntington, New York 11743  
(516) 427-0100

Dated: July 28, 2016

FEE RECEIVED  
July 29, 2016  
SURFACE  
TRANSPORTATION BOARD

FILED  
July 29, 2016  
SURFACE  
TRANSPORTATION BOARD

TO THE  
SURFACE TRANSPORTATION BOARD  
PETITION FOR SUSPENSION AND INVESTIGATION  
NMFC 100-AP SUPPLEMENT NO. 2

AMENDMENTS TO THE UNIFORM STRAIGHT BILL OF LADING  
AND ACCOMPANYING CONTRACT TERMS AND CONDITIONS  
ISSUED JULY 14, 2016, TO BECOME EFFECTIVE AUGUST 13, 2016

Comes now the Transportation and Logistics Council, Inc. and files this Petition for Suspension and Investigation of the National Motor Freight Traffic Association's proposed modification of the Uniform Straight Bill of Lading as set forth in the National Motor Freight Classification, and for cause, respectfully submits the following:

I. The Board's Power to Suspend

49 U.S.C. § 721(b)(4) gives the Surface Transportation Board general administrative injunction power for use whenever necessary to prevent "irreparable harm." However, the Board also has specific suspension powers under 49 U.S.C. § 13703(a)(5)(A).

Section 13703(a)(1) gives motor carriers the right to enter into agreements with one or more carriers to establish classifications and rules. 49 U.S.C. §§ 13703(a)(1)(C) and (E). Sub-Section (H) gives carriers the right to establish procedures for joint consideration. 49 U.S.C. § 13703(a)(1)(H).

Section 13703(a)(5)(A) permits the Board to suspend and investigate the reasonableness of any rate, rule, or classification made pursuant to an agreement under this section. The instant

provisions challenged by this petition were established jointly by the members of the National Motor Freight Traffic Association (“NMFTA”) pursuant to this section.

## II. The Supplement

The NMFTA’s proposed rules and provisions were recently published in a Supplement to the National Motor Freight Classification (“NMFC”). A copy of the NMFTA's Supplement 2 to NMFC 100-AP, issued July 14, 2016, to become effective August 13, 2016, containing the proposed changes to the Uniform Straight Bill of Lading is annexed hereto.

## III. Background:

The Uniform Straight Bill of Lading has been around for almost one hundred years. Following unsuccessful efforts by the rail industry to reach agreement on uniform bills of lading, in 1919 the Interstate Commerce Commission ("ICC") prescribed the forms of bills of lading for domestic and export shipments. Over the years, the ICC considered various changes to the bills of lading, and the forms of the current rail bills of lading are now found in the Surface Transportation Board ("STB") regulations at 49 CFR § 1035.

Motor carriers were treated differently. The ICC never prescribed forms for motor carrier bills of lading. The motor carrier version was drafted by shippers and carriers and approved by the ICC in 1922, and was not materially changed until December of 1997.

Enactment of the Trucking Industry Regulatory Reform Act of 1994 (“TIRRA”) and the ICC Termination Act of 1995 (“ICCTA”) disrupted the previous system of incorporation of filed tariffs and classifications by reference in the bill of lading, and eliminated the "filed rate doctrine". However, the introductory language of the uniform bill of lading still referred to “lawfully filed tariffs”. Repeated efforts were made to eliminate the reference to “lawfully filed

tariffs” in the uniform bill of lading, but each time the proposed changes were suspended by the ICC or by its successor, the STB, in Docket 35000, and did not go into effect.

Following these attempts to revise the uniform bill of lading, the NMFTA approached the National Small Shipments Traffic Conference (“NASSTRAC”) and formed an ad hoc committee consisting of six representatives each from the NCC and NASSTRAC. The committee was able to reach a compromise agreement on a number of changes to the uniform bill of lading. The STB issued its decision in Docket 35002, December 19, 1997, allowing the new uniform bill of lading to go into effect, and it was published in Supplement 3 to STB NMF 100-X, which became effective on December 27, 1997. The current version of the Uniform Straight Bill of Lading, and the Terms and Conditions on the reverse side have been virtually unchanged for the last 19 years.

On July 14th, the NMFTA, publishers of the NMFC, issued Supplement 2 to NMF 100-AP, effective August 13, 2016. This Supplement contains changes to the bill of lading forms - the Uniform Straight Bill of Lading, including the Terms and Conditions on the reverse side, and the Straight Bill of Lading- Short Form, as well as to the NMFC rules in Item 360 - Bills of Lading, Freight Bills and Statements of Charges.

The changes to the bill of lading were made without notice to the public, nor were shippers or other members of the transportation community given any opportunity to comment or protest the changes.

#### IV. Impact of the changes:

The Uniform Straight Bill of Lading and the Straight Bill of Lading - Short Form are widely used by shippers, freight forwarders, brokers and 3PL's that tender freight to motor carriers.

Unless other arrangements are made between the parties, such as a formal transportation contract, carriers that are participants in the NMFC are required to use these bills of lading, which incorporate the provisions of the Classification, as well as the carrier's rate and rules tariffs by reference, and are generally binding on the parties. NMFC Item 362-B states:

Unless the shipper and carrier have an effective prior written agreement to use another bill of lading, all motor carriage performed by carriers participating in this tariff shall be subject to the bill of lading terms and conditions of the Uniform Straight Bill of Lading shown in NMF 100-X and successive issues.

Unfortunately, many shippers (and even their attorneys) have never read the terms and conditions on the reverse side of the Uniform Straight Bill of Lading or are only vaguely familiar with them. These changes significantly change the provisions governing carrier liability for loss, damage or delay and time limits for filing claims.

Here are the most serious of the new terms and conditions:

Section 1.(a) of the "old" bill of lading provided as follows:

Sec. 1. (a) The carrier or the party *in possession* of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

Section 1.(a) of the "new" bill of lading provides as follows:

Sec. 1. (a) The *carrier shown as transporting the property* described in this bill of lading shall be liable as at common law for any loss or damage to the shipment, except as provided herein.

Comment: The old language made it clear that the carrier "in possession" of the goods would be liable for loss or damage. The new language only refers to the carrier "shown" on the bill of lading, which raises the question: What if the actual carrier in possession of the goods at the time of the loss or damage is not the carrier "shown" on the bill of lading? This could be because the name of the actual carrier was not inserted in the space on the face of the bill of

lading (often shippers insert the name of the broker or intermediary), or if the loss or damage occurs while the goods are in the possession of a connecting or delivering carrier on an interlined shipment. The new language would imply that a carrier that is not "shown" on the bill of lading would not have liability for loss or damage.

Section 1.(b) of the "old" bill of lading provided:

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay 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 stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. *The burden to prove freedom from negligence is on the carrier or the party in possession.*

Section 1.(b) of the "new" bill of lading contains the most egregious of the changes, which change the legal burdens of proof:

{b) No carrier shall be liable for any loss or damage or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, *riots or strikes, or any related causes*. Except in the case of negligence of the carrier, the carrier 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; or from faulty or impassible highway, or by lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property. *The burden to prove carrier negligence is on the shipper.*

Comment: There are two significant changes in the new language. First, it adds "riots or strikes or any related causes" to the list of the common law defenses to carrier liability. But, more importantly it shifts the carrier's burden for proving freedom from negligence, to the shipper who now must prove that the carrier was negligent!

These changes are contrary to over a century of law involving the interpretation and application of the "Carmack Amendment", now codified at 49 USC 14706. As the Supreme Court stated in *Missouri Pacific R.R. Co. v. Elmore & Stahl*, 337 U.S. 134 (1964)

... a carrier, though not an absolute insurer, is liable for damage to goods transported by it unless it can show that the damage was caused by '(a) the act of God; (b) the public enemy; (c) the act of the shipper himself; (d) public authority; (e) or the inherent vice or nature of the goods...' Accordingly, under federal law, in an action to recover from a carrier for damage to a shipment, the shipper establishes his prima facie case when he shows delivery in good condition, arrival in damaged condition, and the amount of damages. *Thereupon, the burden of proof is upon the carrier to show both that it was free from negligence and that the damage to the cargo was due to one of the excepted causes relieving the carrier of liability.* .

The reasoning for not requiring the shipper to prove negligence is obvious. When the shipper tenders his goods to the carrier he doesn't "ride shotgun" with them. He has no way to know what the carrier does with the goods, so it would be virtually impossible for the shipper to prove that the cause of the loss or damage was the carrier's "negligence", for example, which party may have caused an accident or whether the carrier failed to adequately protect the goods from theft by a third party.

Moreover, the addition of a negligence standard runs counter to the strict liability standard implemented by the Carmack Amendment (i.e., good condition at origin, damaged condition at destination and the amount of damages). Indeed, one of the core principles behind the enactment of the Carmack Amendment was to do away with forcing shippers to prove a carrier was negligent for the reasons stated above. As such, this new provision is unconscionable and clearly contrary to the Carmack Amendment.

Section 1.(b) of the "old" bill of lading provided:

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with *reasonable dispatch*. In case of physical necessity, carrier may forward a shipment via another carrier.

Section 2. of the "new" bill of lading provides:

Sec. 2. Unless arranged or agreed to in writing or electronically, prior to shipment, carrier is not bound to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment *in the regular course of its providing transportation services*. In the case of physical necessity while in transit, carrier may forward the shipment via another carrier.

Comment: Here the NMFTA has changed the established standard, recognized and applied by the courts for a century, which define the carrier's duty to deliver with "reasonable dispatch". As the Supreme Court stated in *New York, P. & N. R. Co. v. Peninsula Produce Exch. of Maryland*, 240 U.S. 34 (1916):

. . . It is said that there is a different responsibility on the part of the carrier with respect to delay from that which exists where there is a failure to carry safely. But the difference is with respect to the measure of the carrier's obligation; the duty to transport with reasonable despatch (sic) is none the less an integral part of the normal undertaking of the carrier."

Section 3.(b) of the "old" bill of lading provided as follows:

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months *after a reasonable time for delivery has elapsed*.

Section 3.(b) of the "new" bill of lading provides:

(b) Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier *not more than nine (9) months from the date of the bill of lading*.

Comment: What this change does is to shorten the time for filing a claim for a "loss", which could be a "shortage" or a "non-delivery". This change is unreasonable since a shortage or non-delivery can not be identified until "a reasonable time for delivery has elapsed".

**Conclusion:**

The changes discussed above reflect an arrogant and contemptuous disregard for long-established laws, rules and procedures for dealing with the liability of a common carrier for loss, damage or delay to the goods entrusted to it for transportation.

While some large, sophisticated shippers and their intermediaries may elect to enter into transportation contracts, or develop their own "shipper-friendly" bills of lading, that adequately protect their interests, the rest of the shipping public is severely disadvantaged by these changes. Clearly, the proposed changes are contrary to the public interest and should be suspended.

Wherefore, the Transportation and Logistics Council respectfully requests:

(1) That the Board immediately suspend the proposed changes to the Uniform Straight Bill of Lading and the terms and conditions on the reverse side thereof, as well as the rules in Item 360-B, as set forth in Supplement 2 to NMF 100-AP, and

(2) That the Board initiate an investigation or proceeding as may be appropriate in the circumstances.

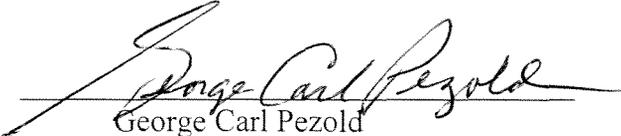
Respectfully submitted,



George Carl Pezold  
Executive Director  
Transportation & Logistics Council, Inc

**VERIFICATION**

I, George Carl Pezold, declare under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file this pleading.

Dated: July 28, 2016   
George Carl Pezold

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing has been mailed in the United States mail with sufficient postage thereon to carry it to its destination to:

National Motor Freight Traffic Association, Inc.  
Attn: Joel L. Ringer  
1001 North Fairfax Street, Suite 600  
Alexandria, VA 22314

Dated: July 28, 2016 

## APPENDICES

1. Copies of relevant sections and provisions of Supplement 2 to NMF 100-AP, issued July 14, 2016, effective August 13, 2016
2. Copies of relevant sections and provisions of STB NMF 100-AP, issued January 7, 2016, effective February 6, 2016.
3. A table comparing the language of the Uniform Straight Bill of Lading as published in the current NMF-100-AP with the "new" language published in Supplement 2 to NMF 100-AP
4. A table comparing the language of the present NMFC rules in Item 360 - Bills of Lading, Freight Bills and Statements of Charges with the "new" rules published in Item 360-B of Supplement 2. (These rules govern the use and application of the Uniform Straight Bill of Lading.)

## APPENDIX 1



# **National Motor Freight Classification®**

## **Supplement 2 to NMF 100-AP**

*(Supplements 1 and 2 contain all changes)*

Issued: July 14, 2016

Effective: August 13, 2016

*(Except as otherwise provided herein)*

Expires: February 4, 2017

**Issued by:**

Joel L. Ringer, Issuing Officer

National Motor Freight Traffic Association, Inc., Agent

1001 North Fairfax Street, Suite 600, Alexandria, VA 22314

[www.nmfta.org](http://www.nmfta.org)

703.838.1810

For subscription information, call NMFTA Customer Service at 1.866.411.NMFC (6632).

©2016 National Motor Freight Traffic Association, Inc.

All rights reserved. No part of this publication may be used or reproduced in any manner whatsoever without the written permission of National Motor Freight Traffic Association, Inc.

Carriers and other transportation companies who use or refer to any provisions of the National Motor Freight Classification® are required to be bona fide participants in the Classification.

## ▲DOCUMENTS AND GOVERNING RULES FOR TENDERING SHIPMENTS

## ITEM 360-B

## BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES

**Sec. 1. Issuance and Requirements.**

**Sec. 1 (a).** ▲Carrier rates subject to the provisions of this Classification are conditioned upon the use of the appropriate bill of lading required by this rule, ▲whether in printed or electronic form. Articles which are precluded by law from being loaded or transported in the same vehicle must be tendered on separate bills of lading.

**Sec. 1 (b).** When property is transported subject to the provisions of this Classification, either domestic or export, the acceptance and use of the Uniform Straight Bill of Lading or the Straight Bill of Lading—Short Form is required. ▲See Item 362.

**Sec. 1 (c).** The Uniform Straight or Straight Bills of Lading are to be used for any shipment not consigned to the order of any corporation, firm, institution or person.

**Sec. 1 (d).** Not currently used.

**Sec. 1 (e).** Except as otherwise provided, carriers shall not furnish:

▲(1) More than one original freight bill and one duplicate thereof.

▲(2) More than one original and one copy of its statement of transportation charges.

▲**Sec. 1 (f).** Except on shipments moving on United States Government bills of lading, if payor of freight or other lawful charges requires or requests any material or information as a prerequisite to payment, such requests will be provided subject to the provisions of applicable carrier tariffs:

**Sec. 1 (g).** Carriers are not obligated to furnish bills of lading containing information beyond that shown in the examples set forth in ▲the NMFC.

▲**Sec. 1 (h).** Consignors may elect to furnish their own bills of lading, provided all requirements of **Sec. 1 (a) through Sec. 1 (c) and Sec. 2** of this Item are observed (see Note 1). (See also, 49 U.S.C. Sections 80110, 80111 and 80113.)

**Sec. 1 (i).** On bills of lading furnished by carriers, freight bills and statements of charges issued by carriers, the Standard Carrier Alpha Code (SCAC) of the issuing carrier as shown in the Directory of Standard Carrier Alpha Codes, NMF 101 (or as amended), must be shown immediately adjacent to the carrier's name on the document heading. The SCAC designation must be printed in upper-case boldface type.

**Sec. 1 (j).** When bar coding is used to designate any information required by Sec. 2 of Item 360 on bills of lading or freight bills, the symbology must be in both machine and human readable form. In addition, the standard data formats shall be in accordance with the Motor Carrier Industry Bar Code Implementation Guide, published by the Information Technology & Logistics Council of the American Trucking Associations (ATA).

▲**Note 1**—Consignor provided short form bills of lading need not be in any particular format, but must bear the title Shipper Provided Short Form Bill of Lading—Not Negotiable', as long as the information requirements of Sections 1 and 2 of this Item and Item 359 are observed. Bill of lading must be complete when tendered by the shipper to the carrier for signature. Bills of lading not conforming to the provisions found in this Item are subject to NMFC Items 362 and 365.

**Sec. 2. Information to be shown on a Bill of Lading.**

**Sec. 2 (a).** The name and address of only one consignor and one consignee and only one destination shall appear on a bill of lading. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.

**Sec. 2 (b).** Not currently used.

**Sec. 2 (c).** To insure the assessment of correct freight charges and avoid infractions of federal and state laws, shippers should acquaint themselves with the descriptions of articles in the tariff under which they ship. Commodity word descriptions must be used in bills of lading and shipping ▲papers and must conform to those in the applicable tariff. Appropriate abbreviated descriptions are permitted provided the NMFC item number and appropriate Sub number thereof are shown. The kind of package used must be shown. Bills of lading and shipping ▲papers must specify number of articles, packages, or pieces, ▲and the applicable NMFC class. Except as provided in Item 640, Sec. 3 (mixed packages), for each separate commodity description, the number and type of packages (bags, boxes, bundles, drums, etc.) and the gross weight must be shown. ▲(See 49 U.S.C. Section 80113.)

**Sec. 2 (d).** Articles which are subject to the DOT's hazardous materials regulations must be described on bills of lading and shipping ▲papers as shown in those regulations. Abbreviations must not be used. When the DOT hazardous materials regulations description differs from the tariff description in connection with which the applicable class or rate is published, the tariff description must also be shown on bills of lading and shipping ▲papers.

▲**Sec. 2 (e).** Unless otherwise provided in carriers' tariffs, shipments requiring special or additional care or attention of any kind (see Note 2) must be so indicated by the shipper on the bill of lading and shipping papers at time of shipment by marking the column labeled "Food Products or Other Materials or Freight requiring additional care or attention (Note 3)." Products requiring special care and attention of any kind should be tendered on separate handling units from other freight in the shipment.

(1) Instructions regarding the care and attention needed for the freight must also be shown in the description area of the bills of lading, on shipping papers and on the handling unit containing such freight.

(2) Shipments requiring protective temperature control may be accepted subject to the availability of suitable equipment when the bills of lading, shipping papers and handling units are clearly and legibly marked in upper-case letters in accordance with the following:

a. Where shipments are subject to damage from freezing, marking must clearly instruct carrier to protect from freezing.

b. Where shipments require maintenance at or below a specific temperature, or movement within a range of temperatures, marking must indicate the temperature or temperature range required. See Item 682.

▲**Note 2**—Commodities requiring special or additional care or attention in handling or stowing must have handling units so marked and packaged as to ensure safe transportation with ordinary care. These articles include, but are not limited to: fragile articles; articles that must remain upright; top-heavy articles; articles that require more than normal protection from moisture; articles that must be protected from heat; articles that must be protected from freezing; articles that must be kept within a certain temperature range; articles that must be protected from odor-emitting freight, debris or infestation; articles that must be handled with a hand truck; articles that must not be handled with a hand truck; articles that must be handled with a forklift; articles that must not be handled with a forklift; articles that may be stacked to not exceed a certain height; articles that must not be stacked.

**Sec. 2 (f).** When shipments consist of packages subject to the same released value provisions and some packages are released as to value and other packages are not released as to value or are released to a different value, the packages and bills of lading must be marked or coded at time of shipment to identify which packages are released and the released value which applies to each package. In lieu of showing the specified information on the bill of lading, the carrier may be furnished a manifest at time of shipment which clearly identifies the packages which are released and the released value of each.

**Sec. 3. Inspection of Property.** When carrier's agent believes it is necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property. When found to be incorrectly described, freight charges must be collected according to proper description. ▲(See 49 U.S.C. Section 80113.)

(Continued on following page)

**▲DOCUMENTS AND GOVERNING RULES FOR TENDERING SHIPMENTS****ITEM 360-B-Continued**

**Sec. 4. Verification of Shipment Weight.** When carrier or its agent believes it is necessary to verify the stated weight of a shipment as tendered, the carrier or agent shall weigh the shipment or cause the shipment to be weighed. If the stated weight is found to be inaccurate, the carrier or agent shall correct the weight accordingly. Freight charges must be assessed on the actual gross weight of the shipment, unless otherwise provided. (See Items 595 and 995.) ▲(See also, 49 U.S.C. Section 80113.)

**Sec. 5. Insurance Against Marine Risk.** The cost of insurance against marine risk will not be assumed by the carrier unless so provided specifically, in its tariffs.

**▲ITEM 362-B****APPLICATION OF BILLS OF LADING**

Unless the shipper and carrier have an effective prior written agreement to use another bill of lading, all motor carriage performed by carriers participating in this tariff shall be subject to the bill of lading terms and conditions of the Uniform Straight Bill of Lading shown in NMF 100-X and successive issues.

**ITEM 365-A****UNIFORM STRAIGHT BILL OF LADING—TERMS AND CONDITIONS**

The terms and conditions of the Uniform Straight Bill of Lading shown in NMF 100-X and successive issues are also applicable for all shipments moving on the:

- (1) STRAIGHT BILL OF LADING—SHORT FORM.
- (2) SHIPPER PROVIDED SHORT FORM BILL OF LADING, as allowed by Item 360, Note ▲1.

▲ DOCUMENTS AND GOVERNING RULES FOR TENDERING SHIPMENTS

▲ **UNIFORM STRAIGHT BILL OF LADING**

ORIGINAL—NOT NEGOTIABLE

Carrier's Pro No. \_\_\_\_\_

Shipper's Bill of Lading No. \_\_\_\_\_

Consignee's Reference/PO No. \_\_\_\_\_

Name of Carrier \_\_\_\_\_ Carrier's Code (SCAC) \_\_\_\_\_

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request;

From \_\_\_\_\_ Date \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to \_\_\_\_\_  
On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name.

Destination Street \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Delivering Carrier \_\_\_\_\_ Trailer No. \_\_\_\_\_

Additional Shipment Information \_\_\_\_\_

Send freight bill to: \_\_\_\_\_  
Company Name \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Collect on Delivery \$ _____ and remit to: _____	C.O.D. charge Shipper [ ]
Street _____ City _____ State _____	to be paid by Consignee [ ]

No. & Type of Handling Units	No. & Type of Individual Packages	HM	Description of Articles, Packages, Special Marks and Exceptions (Subject to correction) (See NMFC Item 360)	Applicable NMFC Item Number & Subprovision	Applicable NMFC Class	Food Products or Other Materials or Freight requiring additional care or attention (Note 3)	Weight (Subject to Correction)	Cube (Optional)

⊗ Mark "X" to designate Hazardous Materials as defined in USDOT Regulations.  
NOTE (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:  
"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable.  
NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See NMFC Item 360.

Freight charges are PREPAID unless marked collect.  
CHECK BOX IF COLLECT [ ]

**FOR FREIGHT COLLECT SHIPMENTS:**  
If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement:  
The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.  
\_\_\_\_\_  
(Signature of Consignor)

Notify if problem enroute or at delivery: \_\_\_\_\_ Name \_\_\_\_\_ Tel. No. \_\_\_\_\_

Shipper \_\_\_\_\_ Carrier \_\_\_\_\_  
Per \_\_\_\_\_ Per \_\_\_\_\_ Date \_\_\_\_\_

Shipper Certification	Carrier Certification
This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Per _____ Date _____ No. & Type of Packages _____

## ▲DOCUMENTS AND GOVERNING RULES FOR TENDERING SHIPMENTS

## ▲UNIFORM STRAIGHT BILL OF LADING TERMS AND CONDITIONS

**Sec. 1.** (a) The carrier shown as transporting the property described in this bill of lading shall be liable as at common law for any loss or damage to the shipment, except as provided herein.

(b) No carrier shall be liable for any loss or damage or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, riots or strikes, or any related causes. Except in the case of negligence of the carrier, the carrier 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; or from faulty or impassible highway, or by lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property. The burden to prove carrier negligence is on the shipper.

**Sec. 2.** Unless arranged or agreed to in writing or electronically, prior to shipment, carrier is not bound to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment in the regular course of its providing transportation services. In the case of physical necessity while in transit, carrier may forward the shipment via another carrier.

**Sec. 3.** (a) As a condition precedent to recovery, claims must be filed electronically or in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on the line of which the alleged loss or damage occurred. When claims are not filed or a civil action is not filed within the time limits set forth below, the carrier shall not be liable and such claims will not be paid.

(b) Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.

(c) A civil action for loss or damage must be filed not more than two (2) years after the date the carrier has given electronic or written notice that it has disallowed all or any part of the claim specified in the notice.

(d) If the applicable freight charges have been paid to the carrier, the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract for the involved shipment.

**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 consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will issue a second and final notification by telephonic or electronic communication. Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days of that notification, carrier has the right to offer the shipment for sale, and carrier may sell the property under such circumstances as may be authorized by law. The amount received from the sale will be applied first to the carrier's invoice for transportation, storage and other lawful charges, including those incurred by the carrier in selling the goods. The owner will be responsible for the balance of any charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses owing to the carrier are paid, such balance will be paid to the owner of the property sold, subject to a claim and proof of ownership.

(c) When perishable goods cannot be delivered and disposition instructions are not given within a reasonable time, the carrier may dispose of the property in a manner that the carrier deems best serves its disposition.

(d) When a carrier is directed by consignee or consignor to unload or deliver property at a destination where consignor, consignee, or the agent of either, is not usually located, after unloading or delivery the risk of loss or damage is not that of the carrier, but is assumed by the consignor or consignee.

**Sec. 5.** (a) Where a lower value than the actual value of the property has been stated in writing by the shipper on the bill of lading, or is established in the carrier's tariff upon which the rate to be charged is based, such lower value shall be the maximum amount recoverable for loss or damage.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

**Sec. 6.** Every party, whether principal or agent, who ships explosives 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 or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected as specified in 49 U.S.C. §13710, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an 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, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(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 the articles, including weight or density of shipment, or other information on 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.** If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability 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 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.

## APPENDIX 2



# **National Motor Freight Classification®**

---

Issued: January 7, 2016

Effective: February 6, 2016

Expires: February 4, 2017

Issued by:

Joel L. Ringer, Issuing Officer

National Motor Freight Traffic Association, Inc., Agent

1001 North Fairfax Street, Suite 600, Alexandria, VA 22314

[www.nmfta.org](http://www.nmfta.org)

703.838.1810

For subscription information, call NMFTA Customer Service at 1.866.411.NMFC (6632).

©2016 National Motor Freight Traffic Association, Inc.

All rights reserved. No part of this publication may be used or reproduced in any manner whatsoever without the written permission of National Motor Freight Traffic Association, Inc.

Carriers and other transportation companies who use or refer to any provisions of the National Motor Freight Classification® are required to be bona fide participants in the Classification.

## RULES

## ITEM 359

## VOLUNTARY PRINT STANDARDS—IMPORTANT DOCUMENTS

Unless otherwise provided, the following print standards for important documents, such as the bill of lading, are recommended:

**Background Color**—White.

**Ink (color and intensity)**—Dark black is recommended. It is suggested that blue inks be avoided. The density of the ink should be sufficient to produce a clear and crisp character.

**Paper Weight**—A paper weight of 14 to 26 pounds is recommended.

**Font**—A standard 10-point sans serif font is recommended for printed shipment information. A larger point and other typeface may be used on the original. Smaller type sizes are acceptable for preprinted provisions not involving shipment information.

**Shading**—Placement of information in shaded areas should be avoided.

**Page Size**—A maximum document size of 8½" X 11", with a minimum size of 5½" X 8½". A 1-inch margin should be maintained on each side and top and bottom of the document.

**Multiple Set Bills of Lading**—The top copy of a multipart form will create the clearest image. The second copy is often acceptable, but third and subsequent copies are usually too faint.

## ITEM 360

## BILLS OF LADING, FREIGHT BILLS AND STATEMENTS OF CHARGES

**Sec. 1. Issuance and Requirements.**

**Sec. 1 (a).** Rates subject to the provisions of this Classification are conditioned upon the use of the appropriate bill of lading required by this rule. Articles which are precluded by law from being loaded or transported in the same vehicle must be tendered on separate bills of lading.

**Sec. 1 (b).** When property is transported subject to the provisions of this Classification, either domestic or export, the acceptance and use of the Uniform Straight Bill of Lading, the Straight Bill of Lading—Short Form or the North American Uniform Through Bill of Lading is required.

**Sec. 1 (c).** The Uniform Straight or Straight Bills of Lading are to be used for any shipment not consigned to the order of any corporation, firm, institution or person.

**Sec. 1 (d).** Not currently used.

**Sec. 1 (e).** Except as otherwise provided, carriers shall not furnish:

- (1) Bill of lading sets that consist of more than an 'Original,' a 'Shipping Order,' and a 'Memorandum' per shipment.
- (2) More than one original freight bill on its own standard form and one duplicate thereof, exclusive of the consignee's memo copy, per shipment.
- (3) More than one original and one copy of its statement of transportation charges on its own standard form.

**Sec. 1 (f).** Except on shipments moving on United States Government bills of lading, if payor of freight or other lawful charges requires or requests, as a prerequisite to payment, any of the following, such material or information will be provided subject to the provisions of applicable carrier tariffs:

- (1) the return of any part of bill of lading sets or copies thereof, other than one shipper furnished copy (see Note 1); OR
- (2) copies of freight bills or statements of transportation charges in excess of the number specified in **Sec. 1 (e)**; OR
- (3) the preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges; OR
- (4) any forms or copies of forms, other than those described in **Sec. 1 (f)(1)** or **Sec. 1 (f)(2)**, to be submitted with freight bills or statements of charges; OR
- (5) that information not shown on the shipping order at time of shipment be shown on freight bills or statements of charges; OR
- (6) that proof of delivery be furnished in any form.

**Sec. 1 (g).** Carriers are not obligated to furnish bills of lading containing information beyond that shown in the examples set forth in NMF 100-X and successive issues.

**Sec. 1 (h).** Consignors may elect to furnish their own bills of lading, in which case, all requirements of **Sec. 1 (a) through Sec. 1 (c) and Sec. 2** of this Item must be observed (see Note 2). These forms may also contain such information as: (1) identification or location of consignor or consignee; (2) commodity descriptions; (3) rates or classes; or (4) other information pertinent to the shipment.

**Sec. 1 (i).** On bills of lading furnished by carriers, freight bills and statements of charges issued by carriers, the Standard Carrier Alpha Code (SCAC) of the issuing carrier as shown in the Directory of Standard Carrier Alpha Codes, NMF 101 (or as amended), must be shown immediately adjacent to the carrier's name on the document heading. The SCAC designation must be printed in upper-case boldface type.

**Sec. 1 (j).** When bar coding is used to designate any information required by Sec. 2 of Item 360 on bills of lading or freight bills, the symbology must be in both machine and human readable form. In addition, the standard data formats shall be in accordance with the Motor Carrier Industry Bar Code Implementation Guide, published by the Information Technology & Logistics Council of the American Trucking Associations (ATA).

**Note 1**—When as a prerequisite to payment, the shipper furnished copy of bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with freight bill.

**Note 2**—Consignor provided short form bills of lading need not be in any particular format so long as the information requirements of Sections 1 and 2 are observed and the bill of lading is complete when tendered by the shipper to the carrier for signature. When generated by a computer on other than preprinted forms, each such bill of lading must bear the title 'Shipper Provided Short Form Bill of Lading—Not Negotiable' and must incorporate the terms and conditions of the bill of lading with the statement 'All parties hereto and their assigns are familiar with, and agree that this bill of lading is subject to: (1) the terms and conditions of the Uniform Straight Bill of Lading as set forth in the National Motor Freight Classification; and (2) the individually determined rates or contracts agreed upon in writing between the carrier and shipper, if applicable, otherwise the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, which are in effect on the date of the shipment.'

Shipment information should utilize the full width of the document. The order of appearance of the information listed after the title and statement incorporating the bill of lading terms and conditions should be as follows: Carrier's name and address, Carrier's Pro No., Shipper's Bill of Lading No., Consignee's Reference/PO No., consignee destination and address, shipper origin and address, statement of conditions or restrictions placed on shipment (where appropriate), including released valuation information, number of pieces and kinds of packages, commodity description, weight, and hazardous material designation as required, including the furnishing of placards to the carrier, COD (where appropriate), including the amount to be collected and the party to pay the COD, freight terms (collect or prepaid). The document must be concluded with a date and the notation 'Received in apparent good order—Exceptions Noted' which shall be deemed to be an acceptance of all such terms and conditions as provided in the Uniform Straight Bill of Lading.

(Continued on following page)

## RULES

## ITEM 360-Continued

**Sec. 2. Information to be shown on a Bill of Lading.**

**Sec. 2 (a).** The name and address of only one consignor and one consignee and only one destination shall appear on a bill of lading. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.

**Sec. 2 (b).** Not currently used.

**Sec. 2 (c).** To insure the assessment of correct freight charges and avoid infractions of federal and state laws, shippers should acquaint themselves with the descriptions of articles in the tariff under which they ship. Commodity word descriptions must be used in bills of lading and shipping orders and must conform to those in the applicable tariff. Appropriate abbreviated descriptions are permitted provided the NMFC item number and appropriate Sub number thereof are shown. The kind of package used must be shown. Bills of lading and shipping orders must specify number of articles, packages, or pieces. Except as provided in Item 640, Sec. 3 (mixed packages), for each separate commodity description, the number and type of packages (bags, boxes, bundles, drums, etc.) and the gross weight must be shown.

**Sec. 2 (d).** Articles which are subject to the DOT's hazardous materials regulations must be described on bills of lading and shipping orders as shown in those regulations. Abbreviations must not be used. When the DOT hazardous materials regulations description differs from the tariff description in connection with which the applicable class or rate is published, the tariff description must also be shown on bills of lading and shipping orders.

**Sec. 2 (e).** Unless otherwise provided in carriers' tariffs, shipments requiring protective temperature control may be accepted subject to the availability of suitable equipment when the bills of lading and shipping orders are clearly and legibly marked in upper-case letters in accordance with the following:

(1) Where shipments are subject to damage from freezing, marking must clearly instruct carrier to protect from freezing.

(2) Where shipments require maintenance at or below a specific temperature, or movement within a range of temperatures, marking must indicate the temperature or temperature range required.

Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. These articles include, but are not limited to: fragile articles; articles that must remain upright; top-heavy articles; articles that require more than normal protection from moisture; articles that must be protected from heat; articles that must be protected from freezing; articles that must be handled with a hand truck; articles that must not be handled with a hand truck; articles that must be handled with a forklift; articles that must not be handled with a forklift; articles that may be stacked to not exceed a certain height; articles that must not be stacked; articles that must be kept within a certain temperature range; articles that have a center of balance that is not the center of the commodity; and magnetically sensitive articles.

**Sec. 2 (f).** When shipments consist of packages subject to the same released value provisions and some packages are released as to value and other packages are not released as to value or are released to a different value, the packages and bills of lading must be marked or coded at time of shipment to identify which packages are released and the released value which applies to each package. In lieu of showing the specified information on the bill of lading, the carrier may be furnished a manifest at time of shipment which clearly identifies the packages which are released and the released value of each.

**Sec. 3. Inspection of Property.** When carrier's agent believes it is necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property. When found to be incorrectly described, freight charges must be collected according to proper description.

**Sec. 4. Verification of Shipment Weight.** When carrier or its agent believes it is necessary to verify the stated weight of a shipment as tendered, the carrier or agent shall weigh the shipment or cause the shipment to be weighed. If the stated weight is found to be inaccurate, the carrier or agent shall correct the weight accordingly. Freight charges must be assessed on the actual gross weight of the shipment, unless otherwise provided. (See Items 595 and 995.)

**Sec. 5. Insurance Against Marine Risk.** The cost of insurance against marine risk will not be assumed by the carrier unless so provided specifically, in its tariffs.

## ITEM 362

## APPLICATION OF BILLS OF LADING

Unless the shipper and carrier have an effective prior written agreement to use another bill of lading, or unless they opt to use the North American Uniform Through Bill of Lading as published herein (see Note), all motor carriage performed by carriers participating in this tariff shall be subject to the bill of lading terms and conditions of the Uniform Straight Bill of Lading shown in NMF 100-X and successive issues.

**NOTE—The North American Uniform Through Bill of Lading** is not exclusive to the National Motor Freight Classification. Its publication herein is as a service to, and for the benefit of, the participants and other users of this Classification.

## ITEM 365

## UNIFORM STRAIGHT BILL OF LADING—TERMS AND CONDITIONS

The terms and conditions of the Uniform Straight Bill of Lading shown in NMF 100-X and successive issues are also applicable for all shipments moving on the:

(1) STRAIGHT BILL OF LADING—SHORT FORM.

(2) SHIPPER PROVIDED SHORT FORM BILL OF LADING, as allowed by Item 360, Note 2.

## ITEM 381

## CANCELLATION OF ITEMS

As this Classification is supplemented, numbered items with letter suffixes cancel (except as otherwise specifically indicated) correspondingly numbered items in the original Classification or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 4000-A cancels item 4000, and item 3600-B cancels item 3600-A in a prior supplement, which, in turn, cancelled item 3600.

**RULES**

(To be Printed on White Paper)

**UNIFORM STRAIGHT BILL OF LADING**

**ORIGINAL—NOT NEGOTIABLE**

Carrier's Pro No. \_\_\_\_\_

Shipper's Bill of Lading No. \_\_\_\_\_

Consignee's Reference/PO No. \_\_\_\_\_

Name of Carrier \_\_\_\_\_ Carrier's Code (SCAC) \_\_\_\_\_

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request;

From \_\_\_\_\_ Date \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to \_\_\_\_\_

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name.

Destination Street \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Delivering Carrier \_\_\_\_\_ Trailer No. \_\_\_\_\_

Additional Shipment Information \_\_\_\_\_

Collect on Delivery \$ _____ and remit to: _____	C.O.D. charge Shipper [ ]
Street _____ City _____ State _____	to be paid by Consignee [ ]

Handling Units No. Type	Packages No. Type	HM	Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Optional)

☒ Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.  
 NOTE (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:  
 "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

**NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).**

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 360.

Freight charges are PREPAID unless marked collect.  
CHECK BOX IF COLLECT [ ]

**FOR FREIGHT COLLECT SHIPMENTS:**  
 If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement:  
 The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.  
 \_\_\_\_\_  
 (Signature of Consignor)

Notify if problem enroute or at delivery \_\_\_\_\_ (for informational purposes only)  
 Name \_\_\_\_\_ Fax No. \_\_\_\_\_ Tel. No. \_\_\_\_\_

Send freight bill to: \_\_\_\_\_  
 Company Name \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipper \_\_\_\_\_ Carrier \_\_\_\_\_  
 Per \_\_\_\_\_ Per \_\_\_\_\_ Date \_\_\_\_\_

Shipper Certification	Carrier Certification
This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Per _____ Packages Nos. _____ Date _____

## RULES

## UNIFORM BILL OF LADING TERMS AND CONDITIONS

**Sec. 1.** (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay 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 stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

**Sec. 2.** Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

**Sec. 3.** (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(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 when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

**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 consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. 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 has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

**Sec. 5.** (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

**Sec. 6.** Every party, whether principal or agent, who ships explosives 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 or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an 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, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(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 on 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.** If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability 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 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.

## APPENDIX 3

## UNIFORM STRAIGHT BILL OF LADING TERMS AND CONDITIONS - COMPARISON

OLD	NEW
<p>Sec. 1. (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.</p> <p>(b) No carrier shall be liable for any loss or damage to a shipment or for any delay 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 stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.</p> <p>Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.</p> <p>Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.</p> <p>(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.</p> <p>(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two</p>	<p>Sec. 1. (a) The carrier shown as transporting the property described in this bill of lading shall be liable as at common law for any loss or damage to the shipment, except as provided herein.</p> <p>{b) No carrier shall be liable for any loss or damage or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, riots or strikes, or any related causes. Except in the case of negligence of the carrier, the carrier 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; or from faulty or impassible highway, or by lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property. The burden to prove carrier negligence is on the shipper.</p> <p>Sec. 2. Unless arranged or agreed to in writing or electronically, prior to shipment, carrier is not bound to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment in the regular course of its providing transportation services. In the case of physical necessity while in transit, carrier may forward the shipment via another carrier.</p> <p>Sec. 3. (a) As a condition precedent to recovery, claims must be filed electronically or in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on the line of which the alleged loss or damage occurred. When claims are not filed or a civil action is not filed within the time limits set forth below, the carrier shall not be liable and such claims will not be paid.</p> <p>(b) Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.</p> <p>(c) A civil action for loss or damage must be filed not more than two (2) years after the date the</p>

years and one day from the day when written notice is given- by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where Claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

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 consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of Lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. 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.

carrier has given electronic or written notice that it has disallowed all or any part of the claim specified in the notice.

(d) If the applicable freight charges have been paid to the carrier, the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract for the involved shipment.

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 consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will issue a second and final notification by telephonic or electronic communication. Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days of that notification, carrier has the right to offer the shipment for sale, and carrier may sell the property under such circumstances as may be authorized by law. The amount received from the sale will be applied first to the carrier's invoice for transportation, storage and other lawful charges, including those incurred by the carrier in selling the goods. The owner will be responsible for the balance of any charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses owing to the carrier are paid, such balance will be paid to the owner of the property sold, subject to a

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives 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 or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for

claim and proof of ownership

(c) When perishable goods cannot be delivered and disposition instructions are not given within a reasonable time, the carrier may dispose of the property in a manner that the carrier deems best serves its disposition.

(d) When a carrier is directed by consignee or consignor to unload or deliver property at a destination where consignor, consignee, or the agent of either, is not usually located, after unloading or delivery the risk of loss or damage is not that of the carrier, but is assumed by the consignor or consignee.

Sec. 5. (a) Where a lower value than the actual value of the property has been stated in writing by the shipper on the bill of lading, or is established in the carrier's tariff upon which the rate to be charged is based, such lower value shall be the maximum amount recoverable for loss or damage.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives 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 or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected as specified in 49 U.S.C. §13710, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the

transportation charges where there has been an 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, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for hire carrier.

(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 on 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. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability 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 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.

consignor shall remain liable for transportation charges where there has been an 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, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(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 the articles, including weight or density of shipment, or other information on 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. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability 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 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.

## APPENDIX 4

COMPARISON OF "OLD" AND "NEW" NMFC ITEM 360

ITEM 360	Item 360-B
<p>Section 1. Issuance and Requirements. Sec. 1 (a). Rates subject to the provisions of this Classification are conditioned upon the use of the appropriate bill of lading required by this rule. Articles which are precluded by law from being loaded or transported in the same vehicle must be tendered on separate bills of lading.</p>	<p>Sec. 1. Issuance and Requirements. Sec. 1 (a) .Carrier rates subject to the provisions of this Classification are conditioned upon the use of the appropriate bill of lading required by this rule, whether in printed or electronic form. Articles which are precluded by law from being loaded or transported in the same vehicle must be tendered on separate bills of lading.</p>
<p>Sec. 1 (b). When property is transported subject to the provisions of this Classification, either domestic or export, the acceptance and use of the Uniform Straight Bill of Lading, the Straight Bill of Lading-Short Form or the North American Uniform Through Bill of Lading is required.</p>	<p>Sec. 1 (b). When property is transported subject to the provisions of this Classification, either domestic or export, the acceptance and use of the Uniform Straight Bill of Lading or the Straight Bill of Lading-Short Form is required. ...See Item 362.</p>
<p>Sec. 1 (c). The Uniform Straight or Straight Bills of Lading are to be used for any shipment not consigned to the order of any corporation, firm, institution or person.</p>	<p>Sec. 1 (c). The Uniform Straight or Straight Bills of Lading are to be used for any shipment not consigned to the order of any corporation, firm, institution or person.</p>
<p>Sec. 1 (d). Not currently used.</p>	<p>Sec. 1 (d). Not currently used.</p>
<p>Sec. 1 (e). Except as otherwise provided, carriers shall not furnish: (1) Bill of lading sets that consist of more than an 'Original,' a 'Shipping Order,' and a 'Memorandum' per shipment. (2) More than one original freight bill on its own standard form and one duplicate thereof, exclusive of the consignee's memo copy, per shipment. (3) More than one original and one copy of its statement of transportation charges on its own standard form.</p>	<p>Sec. 1 (e). Except as otherwise provided, carriers shall not furnish: (1) More than one original freight bill and one duplicate thereof. (2) More than one original and one copy of its statement of transportation charges.</p>
<p>Sec. 1 (f). Except on shipments moving on United States Government bills of lading, if payor of freight or other lawful charges requires or requests, as a prerequisite to payment, any of the following, such material or information will be provided subject to the provisions of applicable carrier tariffs: (1) the return of any part of bill of lading sets or copies thereof, other than one shipper furnished copy (see Note 1); OR (2) copies of freight bills or statements of transportation charges in excess of the number specified in Sec. 1 (e); OR (3) the preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges; OR (4) any forms or copies of forms, other than those described in Sec. 1 (f)(1) or Sec. 1 (f)(2), to be submitted with freight bills or statements of charges; OR (5) that information not shown on the shipping order at time of shipment be shown on freight bills or statements of charges; OR (6) that proof of delivery be furnished in any form.</p>	<p>Sec. 1 (f). Except on shipments moving on United States Government bills of lading, if payor of freight or other lawful charges requires or requests any material or information as a prerequisite to payment, such requests will be provided subject to the provisions of applicable carrier tariffs:</p>
<p>Sec. 1 (g). Carriers are not obligated to furnish bills of lading containing information beyond that shown in the examples set forth in NMF 100-X and successive issues.</p>	<p>Sec. 1 (g). Carriers are not obligated to furnish bills of lading containing information beyond that shown in the examples set forth in the NMFC.</p>
<p>Sec. 1 (h). Consignors may elect to furnish their own bills of lading, in which case, all requirements of Sec. 1 (a) through</p>	<p>.A. Sec. 1 (h). Consignors may elect to furnish their own bills of lading, provided all requirements of Sec. 1 (a) through Sec. 1</p>

Sec. 1 (c) and Sec.2 of this Item must be observed (see Note 2). These forms may also contain such information as: (1) identification or location of consignor or consignee; (2) commodity descriptions; (3) rates or classes; or (4) other information pertinent to the shipment.

Sec. 1 (i). On bills of lading furnished by carriers, freight bills and statements of charges issued by carriers, the Standard Carrier Alpha Code (SCAC) of the issuing carrier as shown in the Directory of Standard Carrier Alpha Codes, NMF 101 (or as amended), must be shown immediately adjacent to the carrier's name on the document heading. The SCAC designation must be printed in upper case boldface type.

Sec. 1 (j). When bar coding is used to designate any information required by Sec. 2 of Item 360 on bills of lading or freight bills, the symbology must be in both machine and human readable form. In addition, the standard data formats shall be in accordance with the Motor Carrier Industry Bar Code Implementation Guide, published by the Information Technology & Logistics Council of the American Trucking Associations (ATA).

Note 1-When as a prerequisite to payment, the shipper furnished copy of bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with freight bill.

Note 2-Consignor provided short form bills of lading need not be in any particular format so long as the information requirements of Sections 1 and 2 are observed and the bill of lading is complete when tendered by the shipper to the carrier for signature. When generated by a computer on other than preprinted forms, each such bill of lading must bear the title 'Shipper Provided Short Form Bill of Lading-Not Negotiable' and must incorporate the terms and conditions of the bill of lading with the statement 'All parties hereto and their assigns are familiar with, and agree that this bill of lading is subject to: (1) the terms and conditions of the Uniform Straight Bill of Lading as set forth in the National Motor Freight Classification; and (2) the individually determined rates or contracts agreed upon in writing between the carrier and shipper, if applicable, otherwise the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, which are in effect on the date of the shipment.' Shipment information should utilize the full width of the document. The order of appearance of the information listed after the title and statement incorporating the bill of lading terms and conditions should be as follows: Carrier's name and address, Carrier's Pro No., Shipper's Bill of Lading No., Consignee's Reference/PO No., consignee destination and address, shipper origin and address, statement of conditions or restrictions placed on shipment (where appropriate), including released valuation information, number of pieces and kinds of packages, commodity description, weight, and hazardous material designation as required, including the furnishing of placards to the carrier, COD (where appropriate), including the amount to be

(c) and Sec.2 of this Item are observed (see Note 1). (See also, 49 U.S.C. Sections 80110, 80111 and 80113.)

Sec.1 (i). On bills of lading furnished by carriers, freight bills and statements of charges issued by carriers, the Standard Carrier Alpha Code (SCAC) of the issuing carrier as shown in the Directory of Standard Carrier Alpha Codes, NMF 101 (or as amended), must be shown immediately adjacent to the carrier's name on the document heading. The SCAC designation must be printed in upper-case boldface type.

Sec.1 (j). When bar coding is used to designate any information required by Sec. 2 of Item 360 on bills of lading or freight bills, the symbology must be in both machine and human readable form. In addition, the standard data formats shall be in accordance with the Motor Carrier Industry Bar Code Implementation Guide, published by the Information Technology & Logistics Council of the American Trucking Associations (ATA).

.Note 1-Consignor provided short form bills of lading need not be in any particular format, but must bear the title 'Shipper Provided Short Form Bill of Lading-Not Negotiable', as long as the information requirements of Sections 1 and 2 of this Item and Item 359 are observed. Bill of lading must be complete when tendered by the shipper to the carrier for signature. Bills of lading not conforming to the provisions found in this Item are subject to NMFC Items 362 and 365.

collected and the party to pay the COD, freight terms (collect or prepaid). The document must be concluded with a date and the notation 'Received in apparent good order- Exceptions Noted' which shall be deemed to be an acceptance of all such terms and conditions as provided in the Uniform Straight Bill of Lading.

Sec.2. Information to be shown on a Bill of Lading.

Sec. 2 {a}. The name and address of only one consignor and one consignee and only one destination shall appear on a bill of lading. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.

Sec. 2 (b).Not currently used.

Sec.2 (c).To insure the assessment of correct freight charges and avoid infractions of federal and state laws, shippers should acquaint themselves with the descriptions of articles in the tariff under which they ship. Commodity word descriptions must be used in bills of lading and shipping orders and must conform to those in the applicable tariff. Appropriate abbreviated descriptions are permitted provided the NMFC item number and appropriate Sub number thereof are shown. The kind of package used must be shown. Bills of Lading and shipping orders must specify number of articles, packages, or pieces. Except as provided in Item 640, Sec. 3 (mixed packages), for each separate commodity description, the number and type of packages (bags, boxes, bundles, drums, etc.) and the gross weight must be shown.

Sec. 2 (d). Articles which are subject to the DOT's hazardous materials regulations must be described on bills of lading and shipping orders as shown in those regulations. Abbreviations must not be used. When the DOT hazardous materials regulations description differs from the tariff description in connection with which the applicable class or rate is published, the tariff description must also be shown on bills of lading and shipping orders.

Sec.2 (e).Unless otherwise provided in carriers' tariffs, shipments requiring protective temperature control may be accepted subject to the availability of suitable equipment when the bills of lading and shipping orders are clearly and legibly marked in upper-case letters in accordance with the following:

(1) Where shipments are subject to damage from freezing, marking must clearly instruct carrier to protect from freezing.

(2) Where shipments require maintenance at or below a specific temperature, or movement within a range of temperatures, marking must indicate the temperature or temperature range required.

Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. These articles include, but are not limited to: fragile articles; articles that must remain upright; top-heavy articles; articles that require more than normal protection from moisture; articles that must be protected from heat; articles that must be protected from freezing; articles that must be handled with a hand truck; articles that must not be handled with a hand truck; articles that must be handled with a

Sec.2. Information to be shown on a Bill of Lading.

Sec. 2 (a). The name and address of only one consignor and one consignee and only one destination shall appear on a bill of lading. When a shipment is consigned to a point of which there are two or more of the same name in the same state, the name of the county must be shown.

Sec.2 (b).Not currently used.

Sec.2 {c}.To insure the assessment of correct freight charges and avoid infractions of federal and state laws, shippers should acquaint themselves with the descriptions of articles in the tariff under which they ship. Commodity word descriptions must be used in bills of lading and shipping papers and must conform to those in the applicable tariff. Appropriate abbreviated descriptions are permitted provided the NMFC item number and appropriate Sub number thereof are shown. The kind of package used must be shown. Bills of lading and shipping papers must specify number of articles, packages, or pieces, and the applicable NMFC class. Except as provided in Item 640, Sec. 3 (mixed packages), for each separate commodity description, the number and type of packages (bags, boxes, bundles, drums, etc.) and the gross weight must be shown. .{See 49 U.S.C. Section 80113.}

Sec. 2 (d). Articles which are subject to the DOT's hazardous materials regulations must be described on bills of lading and shipping papers as shown in those regulations. Abbreviations must not be used. When the DOT hazardous materials regulations description differs from the tariff description in connection with which the applicable class or rate is published, the tariff description must also be shown on bills of lading and shipping papers.

Sec.2 (e).Unless otherwise provided in carriers' tariffs, shipments requiring special or additional care or attention of any kind (see Note 2) must be so indicated by the shipper on the bill of lading and shipping papers at time of shipment by marking the column labeled "Food Products or Other Materials- or Freight requiring additional care or attention {Note 3}". Products requiring special care and attention of any kind should be tendered on separate handling units from other freight in the shipment.

(1) Instructions regarding the care and attention needed for the freight must also be shown in the description area of the bills of lading, on shipping papers and on the handling unit containing such freight.

(2) Shipments requiring protective temperature control may be accepted subject to the availability of suitable equipment when the bills of lading, shipping papers and handling units are clearly and legibly marked in upper-case letters in accordance with the following:

a. Where shipments are subject to damage from freezing, marking must clearly instruct carrier to protect from freezing.

forklift; articles that must not be handled with a forklift; articles that may be stacked to not exceed a certain height, articles that must not be stacked; articles that must be kept within a certain temperature range; articles that have a center of balance that is not the center of the commodity; and magnetically sensitive articles.

Sec.2 (f). When shipments consist of packages subject to the same released value provisions and some packages are released as to value and other packages are not released as to value or are released to a different value, the packages and bills of lading must be marked or coded at title of shipment to identify which packages are released and the released value which applies to each package. In lieu of showing the specified information on the bill of lading, the carrier may be furnished a manifest at time of shipment which clearly identifies the packages which are released and the released value of each.

Sec. 3. Inspection of Property. When carrier's agent believes it is necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property .when found to be incorrectly described, freight charges must be collected according to proper description.

Sec. 4. Verification of Shipment Weight. When carrier or its agent believes it is necessary to verify the stated weight of a shipment as tendered, the carrier or agent shall weigh the shipment or cause the shipment to be weighed. If the stated weight is found to be inaccurate, the carrier or agent shall correct the weight accordingly. Freight charges must be assessed on the actual gross weight of the shipment, unless otherwise provided. (See Items 595 and 995.)

Sec. 5. Insurance Against Marine Risk. The cost of insurance against marine risk will not be assumed by the carrier unless so provided specifically, in its tariffs.

b. Where shipments require maintenance at or below a specific temperature, or movement within a range of temperatures, marking must indicate the temperature or temperature range required. See Item 682.

Note 2-Commodities requiring special or additional care or attention in handling or stowing must have handling units so marked and packaged as to ensure safe transportation with ordinary care. These articles include, but are not limited to: fragile articles; articles that must remain upright; top-heavy articles; articles that require more than normal protection from moisture; articles that must be protected from heat; articles that must be protected from freezing articles that must be kept within a certain temperature range; articles that must be protected from odor-emitting freight, debris or infestation; articles that must be handled with a hand truck; articles that must not be handled with a hand truck; articles that must be handled with a forklift; articles that must not be handled with a forklift; articles that may be stacked to not exceed a certain height, articles that must not be stacked.

Sec. 2 (f). When shipments consist of packages subject to the same released value provisions and some packages are released as to value and other packages are not released as to value or are released to a different value, the packages and bills of lading must be marked or coded at time of shipment to identify which packages are released and the released value which applies to each package. In lieu of showing the specified information on the bill of lading, the carrier may be furnished a manifest at time of shipment which clearly identifies the packages which are released and the released value of each.

Sec. 3. Inspection of Property. When carrier's agent believes it is necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property when found to be incorrectly described, freight charges must be collected according to proper description. (See 49 U.S.C. Section 80113.)

Sec. 4. Verification of Shipment Weight. When carrier or its agent believes it is necessary to verify the stated weight of a shipment as Sec. 4. Verification of Shipment Weight. When carrier or its agent believes it is necessary to verify the stated weight of a shipment as tendered, provided. (See Items 595 and 995.) (See also, 49 U.S.C. Section 80113.)

Sec 5. Insurance Against Marine Risk. The cost of insurance against marine risk will not be assumed by the carrier unless so provided specifically, in its tariffs.



## Certificate of Service

I hereby certify that on this 3<sup>rd</sup> day of October, 2016, served a true and correct copy of the forgoing Supplemental Reply of the Transportation & Logistics Council, Inc In Docket ISM 35008 on all parties of the record by electronic means and/or first class mail, postage prepaid.

### Party of Record

Via e-mail [mbagidell@Msn.Com](mailto:mbagidell@Msn.Com)

John Bagileo  
National Motor Freight Traffic Association Inc  
15292 Callaway Court  
Glenwood, MD 21738

Via e-mail [Karyn Booth@Thompsonhine.Com](mailto:Karyn.Booth@Thompsonhine.Com)

Karyn A Booth  
Thompson Hine LLP  
1919 M Street, N W., Suite 700  
Washington, DC 20036

Via e-mail [Johnmcutler@Gmail.Com](mailto:Johnmcutler@Gmail.Com)

John M Cutler, Jr , Law Office  
Nasstrac, Inc.  
5335 Wisconsin Avenue, N W., Suite 640  
Washington, DC 20015

Via e-mail [dgiblin@odwlogistics.com](mailto:dgiblin@odwlogistics.com)

Dave Giblin  
ODW LTS, LLC  
345 High Street, Sute 600  
Hamilton, OH 45011

Via Fax 248-712-4166

Lau, Jeffrey  
Agus Logistics  
3290 Big Beaver, Suite 300  
Troy, MI 48084

Via e-mail [Paul.Levine@Nmfta.Org](mailto:Paul.Levine@Nmfta.Org)

Paul Levine, National Motor Freight Traffic Association Inc  
1001 North Fairfax Street Suite 6000  
Alexandria, VA 22314

Via e-mail [George.Pezold@transportlaw.com](mailto:George.Pezold@transportlaw.com)

Pezold, George Carl Pezold, Smith, Hirschmann & Selvaggio Llc  
120 Main Street  
Huntington, NY 11743

Via US mail

Chris Borrourghs  
4958 Prince Street, Suite 200  
Alexandria, VA 22314

Via e-mail [Dqmcdernott@Mdwccq.com](mailto:Dqmcdernott@Mdwccq.com)  
Daniel McDernott  
Wall Street Plaza  
88 Pine Street  
New York, NY 10005

Via US mail  
Robert A Voltmann  
1625 Prince Street, Suite 200  
Alexandria, VA 22314

Dated Sept 21, 2016

  
Cindy Mueggenburg