



1. **GOVERNING PUBLICATION:** This schedule is governed by the following described publications, supplements, and subsequent re-issues thereof: *PC*Miller* 34.1.2 Practical routing.
2. **APPLICATION OF RATES:** When one or more rates apply to a movement, the most specific rate shall take precedence. Rates will also apply from or to places within or adjacent to named points or integral parts of said communities. (Commercial Zones).
3. **APPLICATION OF ACCESSORIAL CHARGES:** Where a written contract does not exist between parties, by tendering goods to Kool Pak, LLC Shipper acknowledges that they are aware of and in full agreement with Kool Pak Rules Tariff 200, as amended from time to time without notice. Shipper further agrees that the applicable Kool Pak Rules Tariff 200 supersedes any contradictory terms and conditions contained within an individual Shipper's Bill of Lading, unless previously agreed to in writing by both parties.
4. **ACCESSORIAL CHARGES:**
 - a. **ACI MANIFEST FEE:** Orders ENTERING Canada FROM U.S. will be assessed a \$10.00 fee for the Canadian Border Agency Mandatory Requirement E-Manifest Notification Process.
 - b. **APPOINTMENT FEE NIGHT-TIME:** Deliveries or pick-ups requiring appointments beginning at 8:00 P.M. thru 4:00 A.M. will be subject to an additional charge of \$125.00. (See weekend appointment fees hours for any appointments required Friday 8:00 P.M. through Monday 4:00 A.M.)
 - c. **APPOINTMENT FEE - WEEKEND-HOLIDAY:** Deliveries or pick-ups requiring appointments on weekends or holidays will be subject to an additional charge of \$250.00. Weekend hours apply to deliveries or pick-ups requiring appointments beginning at 8:00 P.M. Friday evening through 4:00 A.M Monday morning.
 - d. **APPOINTMENT LATE FEES - KOOL PAK TERMINALS:** Kool Pak reserves the right to charge carriers a \$200.00 late fee for no call or no show for scheduled appointments at its Clackamas, OR, Sumner, WA, and Rancho Cucamonga, CA facilities. Additional fees may apply for no appointment/work in (\$150.00), late more than 30 minutes (\$100.00) and reschedule with less than 24 hours' notice (\$75.00) this policy is subject to change without notice and may vary by terminal.
 - e. **BULKHEADS:** Temporary bulkheads will be provided at a customer's request, for a fee of 100.00 each.
 - f. **CANADIAN MEAT INSPECTION FEE:** \$100.00 if required at U.S./Canadian Border
 - g. **DETENTION BORDER CROSSING:** After 1 hour, delays at U.S./Canadian border will be charged at \$60.00 per hour.

- h. **DETENTION SHIPPER/RECEIVER:** Detention is defined as a request by Shipper or Consignee to detain Carrier from completing loading or unloading due to no fault of the Carrier. Shipments under 20,000 lbs. (LTL), 1 free hour; time in excess will be charged at \$25.00 per quarter hour and split on a prorated basis, by pallet, amongst all shippers. Shipments over 20,000 lbs., 2 free hours, time in excess will be charged at \$25.00 per quarter hour. Maximum of \$750 per 24-hour period.
- i. **DROPS / PICKS:** The first drop/pick is at no charge. Second stop will be assessed at \$125.00 per drop/pick. Third stop will be assessed at \$150.00 per drop/pick. Fourth stop will be assessed at \$175.00 per drop/pick. Fifth stop and higher will be assessed at \$225.00 per drop/pick.
- j. **FUEL SURCHARGE:** Based on U.S. Energy Information Administration *Weekly Retail On-Highway Diesel Prices* for Petroleum Administration for Defense District V (PADD V) for states of OR, WA, CA, ID, UT, AZ and NV, and the D.O.E. National Average for all other states, as stated in the Kool Pak Fuel Surcharge Schedule. In addition, fuel surcharge will apply to any out-of-route and circuitous miles incurred by Carrier due to the action of Shipper, Customer, or Receiver.
- k. **HOMELAND SECURITY BORDER FEE:** Orders ENTERING U.S. FROM Canada will be assessed a \$25.00 fee for the Canadian/U.S. pre-border Custom's notification requirement prior to shipments reaching the border.
- l. **INSTITUTIONAL FACILITIES DELIVERY FEE:** Deliveries to prisons, jails, correctional facilities, military bases, hospitals, schools and universities, fundraising events, convention centers, and any similar facility will be charged a \$100.00 fee. Additional fees or special equipment fees may apply.
- m. **KOOL PAK SPECIAL EQUIPMENT FEES:** Picks or deliveries not accessible by a 53' reefer trailer/tractor will be rated based on specific requirements of each location. These fees include may include liftgate charge, shorter trailer, box truck, pallet jack, driver assistance, as well as others not listed. Please see separate line items listed for many of these charges.
- n. **LAYOVER:** A \$750.00 fee will be charged anytime the drops/stops/deliveries cannot be made within a 24-hour period. (Due to no fault of carrier)
- o. **LOADING:** Reimbursed for actual expenses incurred with valid receipt. A charge of \$10.00 per pallet will be assessed if carrier's driver is required to load or assist.
- p. **MALL DELIVERY UNLOADING:** A minimum fee of \$100.00 or \$.50 per case will be charged if driver is required to hand unload and/or deliver product inside a location. Liftgate or small trailer equipment charges would be additional charge if required.
- q. **OUT-OF-ROUTE MILES:** Where a flat rate exists, increased mileage caused by Shipper and/or Consignee, will be charged at a rate of \$4.00 per mile.

- r. **OVERWEIGHT LOADS:** In the event Shipper or Customer furnishes an overweight load or tenders an inaccurate gross weight of order(s), Carrier may charge back to the Shipper, or Customer, all charges attributable to the overweight load, including but not limited to all scale fees, fines, penalties, or other charges imposed by governmental authorities, reloading costs, delay costs, and re-handling to legalize load. Delay costs include, but are not limited to, lost opportunity costs for other loads for other shippers, and damages incurred by Carrier because of claims by other shippers or customers arising from the delay. In addition, \$100 per hour will be assessed for Driver Labor, Administrative effort, and loss of productive resources.
- s. **PALLET EXCHANGE NOT AVAILABLE LTL:** Kool Pak does not provide pallet exchange at either shipping or receiving locations. Any pallet fees and associated cost assessed to carrier by shipper or receiver will be charged back plus a \$5.00 administrative fee.
- t. **PALLET JACK:** If the driver is required to provide to furnish a pallet jack at delivery or pick-up, a fee of \$75.00 will be charged to the invoice.
- u. **PALLET REPLACEMENT FOR ORDER ACTIVITY OR DAMAGED:** Pallets required for sort & segregate activity, individual order picking and/or to replace damaged pallets at a Kool facility will be invoiced at \$25.00 per pallet.
- v. **PALLET WRAP:** If the carrier is required to "stretch wrap" palletized material to ensure a damage-free delivery; a charge of \$25.00 per pallet will apply.
- w. **RE-CONSIGNMENT / DIVERSION:** \$250.00 per occurrence plus \$4.00 per mile. Further redelivery charges may apply depending based on circumstances.
- x. **SCALE FEES:** Kool Pak to be reimbursed for all lawful actual expenses incurred, plus a 15% handling fee, including but not limited to scale fees and fines.
- y. **SHIPMENTS TENDERED WITHOUT WEIGHTS:** Customer/shipper is expected to provide gross weight of shipment(s) when order is tendered. If the B.O.L. or other industry accepted document is NOT provided prior to scheduled pick-up date, a \$10.00 charge per order will be added to the invoice at time of billing for each B.O.L. needed if multiple orders are picked up. This is in addition to any other applicable charges such as OOR miles, scale fees, fines, etc.
- z. **SMALL TRUCK/LIFTGATE CHARGE:** Any location requiring a liftgate or equipment smaller than a 53' over the road tractor trailer combination to load/unload product will incur a fee of \$100.00; this includes the use of a pallet jack provide by carrier if needed
- aa. **SORTING / SEGREGATING PRODUCT:** This service will be provided at a rate of \$.25 per case unloading on all cases shipped with a minimum charge of **\$25.00**.
- bb. **SPACE ORDERED NOT USED (SONU) LTL:** LTL orders cancelled less than 48 hours of scheduled shipment may be charged the **full line haul rate** of the order tendered. (If order is for a full truckload and cancelled, see "Truck Ordered Not Used").

- cc. **STREET DELIVERY OR PICKUP:** Street deliveries or pick-ups will be subject to Special Services Charges which could include liftgate fee, per case loading/unloading charge, pallet jack, and/or others not listed based on the circumstances of each location. Please refer to the individual services for the fee.
 - dd. **TEMPERING CHARGE:** \$1.50 per 100 lbs. of the actual ship with indicated on the BOL at a minimum of 1500 lbs. Any additional supplies if needed will be billed separately i.e. pallets, blankets, etc.
 - ee. **TOLLS:** Orders are subject to any applicable toll charges incurred while in transit for pick up and/or delivery. Charges shall consist of the actual amount incurred or the exact truck-specific toll costs for the planned route per PC*MILER **34.1.2** | Tolls. When there are multiple shippers, tolls will be pro-rated on a per pallet basis.
 - ff. **TRUCK ORDERED NOT USED (TONU) (Truckload):** Truckload shipments cancelled within 24 hours of scheduled shipment may be charged a \$500.00 cancellation fee.
 - gg. **UNLOADING:** Lumper fees will be charged back with receipt plus a **\$5.00** administrative fee. Lumper fees will include any service or pallet condition fees charged by the lumper service. If multiple shippers to the same consignee, charges will be pro-rated per case.
5. **BILL OF LADING:** If the shipper, or his agent, issues another bill of lading the terms and conditions of the Kool Pak, LLC bill of lading shall be considered the prevailing terms and conditions as fully as if the same were written on or made in connection with this bill of lading. (Example Included)
6. **BROKERED LOADS:** To facilitate the timely movement of a shipper's goods, Kool Pak may exercise its option as a licensed Freight Broker, to broker individual loads to other contract or common carriers that provide temperature sensitive transportation. To pick up and dispatch shipper's loads with reasonable dispatch, Kool Pak may broker loads without acknowledgement to the shipper at Kool Pak's own discretion. In the event Kool Pak opts to exercise their right as a licensed Freight Broker, shipper, consignee and/or customer, shall indemnify, and hold harmless Kool Pak from any loss or damage, including loss or damage to persons or property; and will furthermore, submit all claims directly to the carrier that the shipper physically tendered the load.
7. **CLAIMS LOSS/DAMAGE PROCEDURES:** Carrier incorporates by reference the provisions of 49 C.F.R 370 as the minimum requirements for presentation and investigation of claims for loss and/or damage to freight and disposition of salvage. The presentation and handling of claims and salvage are also subject to the terms of the Bill of Lading and other provisions of this tariff.
- a. As a condition precedent to recovery, claims for loss and/or damage must be filed in writing within nine (9) months from date of delivery, or in the event of a total short, nine (9) months from date of shipment, plus a reasonable amount of time for normal LTL transit time. Suits shall be instituted against carrier only within two years and one day from the date of written declination of a claim, or any part thereof, specified in the written notice.
 - b. The three elements that must be included in a written claim are the claim in writing must identify the shipment, the claim must assert liability for the alleged loss and/or damage, and the claim must be for a specified or determinable amount of money.

- c. Documents required to properly support a cargo claim are; the original Bill of Lading covering the shipment (or Bond of Indemnity, in lieu thereof); copy of carrier's PAID freight bill; copy of the original invoice or proof of the value of the commodities loss and/or damage; if discounted, a copy of the bill of sale or sales receipt; if repaired, an invoice covering the repairs, itemizing labor and parts; or in the event of the claimant performing repairs themselves, a detailed line itemized work orders, showing all man-hour labor rates and cost of parts from vendor(s); copies of request for inspection, waiver of inspection by carrier, inspection report(s) if performed; other documents when appropriate: Photographs, Temperature Reports, Impact Reports, Condemnation Certificates, Dumping Certificates, Laboratory analysis, Quality Control Reports, Package certifications, Loading diagrams, Weight Certificates, Affidavits, Loading and Unloading tallies, etc.
- d. Cargo claims may not be offset against freight charges. Those are two separate and distinct transactions, and one cannot be offset to satisfy the other. Also, payment of freight charges may not be postponed due to alleged loss or damage. A valid cargo claim will not be paid until freight charges are paid in full. After freight charges are paid, the pro-rated portion applicable to the loss and/or damaged item(s) may be included in the freight claim.
- e. The failure of a consignee to allow a driver to be at the back of the trailer to verify the count and condition of the shipment being received will cause a claim filed for loss or damage against said shipment to be denied without recourse.
- f. Unless otherwise specifically stated in the tariff or contract, carrier shall not be liable for any loss or use, revenue, or profit or business opportunities or indirect, incidental, consequential, special, punitive, or exemplary damage, even if carrier is informed or is otherwise aware or should be aware of the possibilities or likelihood of such damages.
- g. The failure of a claimant to act upon a written request for documentation, freight charge payment, claim amendment, salvage request or any other request within thirty (30) days from the date of written request will cause the claim to be denied and it shall not be reopened.
- h. Kool Pak, LLC, will not pay administrative costs, fees, or interest charges associated with the processing of loss or damage claims.
- i. Kool Pak, LLC, will pay labor rates, when applicable, at the average industry standard rates for the geographical region where labor is provided, however, in any case, Kool Pak, LLC, will not pay labor charges more than \$45.00 per hour associated with any loss or damage claim.
- j. Claimants have a legal obligation to use all reasonable and good faith efforts to mitigate damages from any freight loss or damage, regardless of cause or fault. These efforts will include accepting for salvage all damaged goods not meeting the "practically worthless" test, repackaging and/or relabeling the freight as necessary, sale of damaged goods through the most profitable means available, and any other means of mitigation resulting in a reduction in the claim, equal to or greater than that which Kool Pak may have obtained through salvage of the goods. Claimant may bill a reasonable charge for mitigation costs against salvage receipts. If Claimant prevents, or refuses to sell, or allow the sale of damaged freight, Kool Pak may deduct a reasonable estimate of the salvage value of the damaged freight from the amount of the claim and Claimant will be bound by the reasonable salvage deduction determined by Kool Pak. Notwithstanding the foregoing, if the freight is offered to Kool Pak as salvage, Kool Pak is entitled to, but not required to, undertake salvage efforts. If Kool Pak determines that it is not cost effective to undertake salvage efforts, Kool Pak in no way waives the right to assert a claim that Claimant failed to mitigate damages by Claimant's failure to take efforts to salvage the freight.

- k. Kool Pak will not be held liable for claims nor be held liable for the payment of consignee, shipper, and/or broker fines, fees or penalties that are a result of unforeseen and unpredictable delays during pick-up and/or delivery on product(s) that inherently have a shorter "shelf-life"/limited code date range. Kool Pak will make every effort under guidance of "reasonable dispatch" to meet the customer's pick-up and delivery requests when a due date is given at the time the order is tendered, but Kool Pak does not guarantee pick-up or delivery dates/appointment times as part of our Standard LTL service schedule. Due to the nature of LTL freight, carriers are subject to any number of delays that are completely outside of their control and are unpredictable from illness to traffic to being held longer than normal at previous facilities. When delays occur, Kool Pak will make every reasonable effort to communicate with the customer as soon as possible and attempt to deliver the delayed order at the next possible opportunity, within our delivery schedule. Should a customer require the delivery to be made outside our schedule a dedicated truck may be needed in which case a dedicated delivery charge will be levied for the expedited service.
- l. Kool Pak is not bound by nor will honor any third-party signed or verbal OSD/L.O.L. agreements and/or contracts between shipper(s), customer(s), and/or manufacturer(s) and their respective customer(s). Claims procedures are between Kool Pak "Carrier" and our "Customer". Any additions, deletions, or modifications of any type must be agreed upon in writing and documents signed by authorized "Carrier" and "Customer" prior to tendering of first shipment.
8. **COMPLIANCE FEES:** Kool Pak or its Agent Carrier will not pay for, or be responsible for, any compliance fees, fines, short code product claims, or penalties (appointment change fees, late fees, missed appointment, no-call/no-show, overtime charges) from shipper, broker, third party, or consignee that are result from missing scheduled multi-stop LTL pick-up or delivery appointment time(s). Loads are built under guidelines of "reasonable dispatch" and every effort is made to maintain those schedules. However, schedules are impacted by factors that are both unpredictable and outside Carrier's control including inclement weather, traffic/traffic accidents, unposted construction delays, detained at previous stop(s), breakdowns, illnesses, etc.
9. **DRIVER NOT AVAILABLE FOR LOADING:** In the event a driver is either unavailable at time of loading, or not allowed to be present on the shipper's dock at time of loading, Kool Pak will not be responsible for any type of actual piece count. Any loads accepted by Kool Pak, where the driver is not present for the actual loading, will be qualified and referred to as "shipper load and count, said to contain", regardless of the actual piece counts presented on the Bill of Lading.
10. **DRIVER NOT AVAILABLE FOR UNLOADING:** In the event a driver is either unavailable at time of unloading or not allowed to be present on the consignee's dock at time of unloading, Kool Pak will not be responsible for short counts, or non-verifiable damages.
11. **DROPPED TRAILERS:** Kool Pak's responsibility for the trailer terminates after the trailer, with properly operating refrigeration unit, has been placed in the area designated by the receiver. At that time, Kool Pak is no longer responsible for the operation of the trailer, controlling temperatures or any other related item. The absence of a signed delivery receipt or other comparable document does not change the application of this paragraph. Trailers are expected to be loaded and ready for driver at scheduled appointment time. If trailer is not loaded upon driver's arrival, detention time starts immediately.

12. **GOVERNING LAW; JURISDICTION; VENUE:** In those instances where federal law does not apply, this Tariff shall be governed by and construed in accordance with the laws of the State of Oregon. Any action filed in relation to this Tariff shall be filed in the Circuit Court for the State of Oregon, in either the county of CARRIER's domicile or Multnomah County, Oregon at the option of the CARRIER. SHIPPER agrees to, and hereby does, submit to the jurisdiction of the courts of the State of Oregon and further consents that the proper venue for any action shall be in either the county of CARRIER's domicile or in Multnomah County, Oregon.
13. **GROSS WEIGHT/MINIMUM PALLET WEIGHT:** The weight for all shipments shall be the total weight of the shipment, including but not limited to the packaging, binding and pallets, unless otherwise agreed to in writing. In addition, unless otherwise agreed to in writing, all line-haul rates (**except intra-California shipments**) are based on the 1,500 pounds per pallet. Orders will be invoiced at tendered gross weight or actual gross weight, whichever is greater, subject to the minimum weight of 1,500 pounds per pallet. **Intra-California** line-haul rates are based on a minimum weight of **1,200** pounds per pallet.
14. **INADVERTENT SHIPMENT:** In the event that Kool Pak is tendered and does transport a shipment for which, at the time of shipment, no prior agreement, confirmed in writing, had been made regarding a limitation of liability more than \$1.00 per pound, Kool Pak's liability shall be limited to \$1.00 per pound, per piece or package or, in case of goods not shipped in packages per customary freight unit, or \$30,000 per load or shipment.
15. **INTERLINE/SPECIAL EQUIPMENT DELIVERY:** Specialized deliveries not accessible by regular line-haul equipment will be provided at the regular rate plus all out-of-route miles, extra stops, equipment rental or the use of a carrier specializing in that type of delivery. Actual expenses incurred will be charged back to the customer with a valid receipt plus a 15% handling fee.
16. **LEGAL STATUS OF CARGO:** Notwithstanding any other provision of this tariff, under no circumstances is Kool Pak liable for loss or damage, including but not limited to delay damage, to cargo that is stolen, contraband, or is of an illegal nature.
17. **LIMITATION OF LIABILITY:**
- a. Kool Pak's liability for loss or damage, including but not limited to delay damage, is \$1.00 per pound, per piece or package or, in case of goods not shipped in packages per customary freight unit, with a \$30,000.00 limit per load or shipment, unless the following four conditions are met; (1) the shipper, in advance, advises Kool Pak of a higher value, (2) Kool Pak provides written receipt of such notice, (3) the parties negotiate a higher rate, and (4) both the shipper and Kool Pak sign an agreement to that effect. If the shipper desires to increase Kool Pak's limitation of liability, the shipper is encouraged to provide Kool Pak with as much notice as possible, to avoid delays in shipment. Paragraph 7(g), regarding order cancellations, apply in the event of a delay or cancellation of shipment for reasons attributable to the provisions of this paragraph.
 - b. Kool Pak shall accept no liability for incidental loss or damage of goods of 2 cases or less or if valued at \$100.00 or less regardless of quantity.
18. **LOADED TRAILERS (AT PICK UP):** Kool Pak is not responsible for the contents of a preloaded trailer, or the operation of the trailer, until Kool Pak's equipment is connected to the trailer and the driver has signed the shipping document, provided, however, that if Kool Pak later learns that the contents of the trailer were in an unacceptable condition at the time of pick up, Kool Pak shall not be responsible for such unacceptable condition, notwithstanding the fact that it had earlier taken possession and control of the trailer.

19. **PAST DUE OBLIGATIONS:** In the event Shipper or Customer has outstanding past due freight charges or other obligations due and owing to Carrier at the time cargo is tendered to Carrier, Carrier may retain possession of the cargo until all such past due obligations, as well as all current charges, have been paid in full by certified check, or until the funds have cleared in the event of payment by conventional check.
 20. **POD REQUIREMENT:** Proof of Delivery (POD) requirements are a non-value-added administrative burden for the Shipper and Carrier. Shipper is required to make every effort to work with the consignees to limit PODs to those POD's with proper and valid notations of loss, damage, or delay exceptions only. Persistent payment delays, due to POD requirements, may require Carrier to assess late fees.
 21. **POOLING OF ORDERS:** Orders shipping to the same consignee, but different docks will be rated separately by purchase order or Bill of Lading. Orders shipping to the same consignee but with different temperature ranges will be billed separately by purchase order or Bill of Lading.
 22. **RESOLUTION OF DISPUTES AND MUTUAL COOPERATION:** Both parties understand and agree that they must cooperate to ensure the best, most efficient and economical transportation, and related services. Before either party may commence litigation, the representatives of SHIPPER and CARRIER who are primarily responsible for the negotiation and performance of the applicable Transportation Schedule shall first attempt to resolve the dispute. If they are unable, after reasonably diligent effort, to resolve the dispute, the dispute shall be referred to an Executive of SHIPPER and an Executive of CARRIER who have not been directly involved in prior efforts to resolve the dispute. If the Executive Panel is unable to resolve any dispute after reasonably diligent effort, the matter may, be mutual agreement, be referred to binding arbitration, or either party may resort to litigation. In the event the matter is referred to arbitration or is litigated, the non-prevailing party shall bear all related costs, including, the prevailing party's reasonable attorney's fees.
 23. **REFUSED/UNDELIVERED PRODUCT:** Carrier will notify Shipper in a timely manner if Consignee refuses to accept a shipment. Customer (in-conjunction with Carrier's agreement) will have the option of returning the product at \$ 4.00 per mile, returning at an existing established rate, placing the product in a local cold storage at actual miles incurred plus a stop off charge, or **disposing of** the product along with the associated expenses. If Shipper requests the product held in Carrier's trailer, a rate will be negotiated
- 24. SERVICE / TRANSIT TIMES:**
- a. **STANDARD TRANSIT TIMES:** Kool Pak "Carrier" or any Carrier assigned agent, *does not* "guarantee" an exact pick-up and/or delivery day and time for any shipment and will not be responsible for losses occasioned by unavoidable delays, but agrees to use all possible diligence under "reasonable dispatch" in the pick-up and delivery of all shipments. (See Compliance Fees).
 - b. **EXPEDITED SERVICE:** Normal rate plus negotiated premium, to be determined and agreed upon prior to acceptance of any given shipment.
 - c. **TEMPERATURE RANGES:** The temperature ranges provided by Kool Pak LLC, unless otherwise previously agreed to in writing between Kool Pak LLC and shipper, shall be as follows: Chill = +33°F to +40°F | Seafood = +33°F to +38°F | Frozen = -10°F to +10°F | Ice Cream = subject to temp waiver.
25. **TRAILER HOLD-OVER:** Loaded trailer held over beyond the allotted delivery time will be charged at \$150 per day. Requests for refrigerated trailer storage will also include the rental cost of the trailer plus 15%.

26. **WAREHOUSEMAN'S STATUS:** In the event a shipment, tendered to a properly named consignee, is refused by named consignee, Kool Pak's status shall change from that of a contract or common carrier to a warehouseman. The change in status from that of a carrier to a warehouseman shall take place at the time and place of refusal. As a warehouseman, Kool Pak may be liable for damages and loss of or injury to the goods caused by the warehouseman's failure to exercise such care regarding them as a reasonably careful person would exercise under like circumstances, but unless otherwise agreed, carrier is not liable for loss or damages which could not have been avoided by the exercise of such care.
27. **WAREHOUSEMAN'S LIMIT OF LIABILITY - KOOL PAK FACILITIES:** In the event of loss, damage, or destruction to Product for which Kool Pak is either contractually or legally liable while acting as warehouseman, Kool Pak liability shall be limited to damages in the maximum amount of \$0.50 per pound, based on the actual weight of the lost, damaged, or destroyed product.
28. **WAREHOUSEMAN'S STORAGE RATES - KOOL PAK FACILITIES:** In the event goods, which were refused or otherwise undeliverable, due to an act of default of the shipper, consignee and/or owner of the goods, Kool Pak retains its right as a warehouseman to place the goods into storage at any public or commercial storage warehouse facility, in accordance with Section 4 (a) of the Bill of Lading. Shipper, consignee, and/or rightful owner of the goods, will be responsible for all legal charges incurred in the transportation and transfer of said goods from Kool Pak to any public or commercial warehouse, and any further charges incurred by the public or commercial warehouse.

STRAIGHT BILL OF LADING

ORIGINAL – NOT

Bill of Lading No: _____

NEGOTIABLE

Shipment Date: _____

Name of Carrier: Kool Pak LLC

Carrier's Pro No: _____

Shipper's No _____

From Shipper: (Origin)			To Consignee: (Destination)		
Street			Street		
City	State	Zip	City	State	Zip

Purchase Order #:	Seal #
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RECEIVED, subject to the classifications and Kool Pak LLC tariffs in effect on the date of the issue of this Bill of Lading, the property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property overall or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification and Kool Pak LLC tariffs on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and Kool Pak LLC tariffs, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. Shipper further agrees that in the event that Kool Pak LLC is tendered and does transport a shipment for which, at the time of shipment, no prior agreement, confirmed in writing, had been made regarding a limitation of liability in excess of \$1.00 per pound, the liability of Kool Pak LLC shall be limited to \$1.00 per pound, or a maximum of \$30,000.00 per load or shipment.

Number Of Package	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Net Weight (Subject to Correction)	Gross Weight (Subject to Correction)

Unless otherwise noted here within, and agreed to in writing by Kool Pak LLC – temperature ranges are as follows:

CIRCLE ONE: **Dry/Do Not Freeze** | **Chill = 33°F to 40°F** | **Chill Seafood = 33°F to 38°F** | **Frozen = -10°F to 20°F**

<p>Trailer Loaded By</p> <p><input type="checkbox"/> Shipper <input type="checkbox"/> Driver</p> <p>Freight Counted</p> <p><input type="checkbox"/> By Shipper</p> <p><input type="checkbox"/> By Driver / as pallets "STC"</p> <p><input type="checkbox"/> By Driver / as actual pieces</p>	<p>PRODUCT TEMPERATURE AT PICK UP:</p> <p style="text-align: center;">°F</p>	<p>PALLETS (BOARDS) RECEIVED:</p>	<p>Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Signature of Consignor)</p>
	<p>PALLET STACKS (SPOTS) RECEIVED:</p>	<p>PALLETS EXCHANGED:</p>	

Shipper Signature:	Date:
Carrier Signature:	Date:
Vehicle #:	Vehicle Lic. #
Receiver Signature:	Date:

Permanent address of carrier: Kool Pak LLC 6650 SW Redwood Ln. Ste. 300 Portland, OR 97224
 Office: 503-240-8500 / 800-938-3525 / OS&D: 503-978-2118

UNIFORM BILL OF LADING TERMS AND CONDITIONS

Sec. 1. (a). The carrier or the party in possession of any of the property 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 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 impassable highway, or by lack of capacity of a highway bridge or ferry; if 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 in writing 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 reasonable time for delivery from date of shipment 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 policy 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 the 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, 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 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 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 recovered by the sale of 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 48 hours of the time of carrier's attempted first notification, 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 the 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 Kool Pak 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 Kool Pak tariffs unless a special agreement to do so and a stipulated value if the articles are agreed to in writing prior to the date of shipment and 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 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 of 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 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 the shipper, or his agent, issues another bill of lading, in exchange or in substitution of the Kool Pak LLC bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability, the terms and conditions of the Kool Pak bill of lading shall be considered the prevailing terms and conditions 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 Good By Sea Act" and any other pertinent laws applicable to water carriers.