

UPS Freight



UPS FREIGHT (CORPORATE OFFICES) 1000 Semmes Avenue Richmond, Virginia 23224 Customer Service : (800) 333-7400 / (804) 231-8555 Se habla español : (800) 682-4731

MEXICO BILL OF LADING Original-Not Negotiable (SUBJECT TO THE TERMS AND CONDITIONS SHOWN BELOW AND ON THE REVERSE SIDE OF THIS DOCUMENT)

DATE, BILL OF LADING NO., PURCHASE ORDER, SHIPPER'S NUMBER

CONSIGNEE (TO), RFC NUMBER, SHIPPER (FROM), RFC NUMBER, STREET ADDRESS, CITY/LOCALITY, STATE, ZIP CODE, COUNTRY, CONTACT NAME, PHONE NUMBER

INVOICING INFORMATION: BILL TO, RFC NUMBER, MAILING ADDRESS, CITY/LOCALITY, STATE, ZIP CODE, COUNTRY, CONTACT NAME, PHONE NUMBER, PAYMENT TERMS, SPECIAL SERVICES REQUESTED, INSIDE DELIVERY, RESIDENTIAL DELIVERY, INSIDE PICKUP, RESIDENTIAL PICKUP, LIFT GATE SERVICE, SORT & SEGREGATION, NOTIFICATION CHG, OTHER

CUSTOMS BROKER, FREIGHT FORWARDER, NAME, ADDRESS, CITY / LOCALITY, STATE, ZIP CODE, COUNTRY, CONTACT NAME, PHONE NUMBER

COD SHIPMENTS WILL NOT BE ACCEPTED. Subject to Section 7, if this shipment is to be delivered to consignee without recourse on the consignor, the consignor shall sign the following statement. UPS Freight may decline to make delivery of the shipment without payment of freight and all other lawful charges. (SIGNATURE)

HAZARDOUS MATERIAL EMERGENCY CONTACT NAME, PHONE NUMBER

Table with columns: HANDLING UNITS (Number, Type), HAZ MAT, DESCRIPTION OF COMMODITIES, NMFC ITEM NUMBER, CLASS, CUBE, WEIGHT. Includes a row for dimensions: LENGTH, WIDTH, HEIGHT (SPECIFY - INCHES, FEET, CENTIMETERS, METERS)

SPECIAL INSTRUCTIONS:

PLACE PRO LABEL HERE. RECEIVED subject to individually determined rates or contracts that have been agreed upon in writing between carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by carrier and are available to shipper, on request; *** the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown above, 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 shipper and accepted for shipper and shipper assigns. Where a third party bill to or broker exists, carrier holds both shipper and consignees liable for freight charges.

NOTICE: LIMITATION OF LIABILITY: Unless otherwise governed by a separate written agreement or as otherwise provided for herein, carrier's liability for loss, damage, or failure to deliver the goods described on this Bill of Lading and the procedures governing the processing, investigation and disposition of cargo claims shall be determined by the applicable laws of the United States. IF LOSS OR DAMAGE OCCURS WITHIN THE BORDERS OF THE UNITED STATES, CANADA, GUAM, PUERTO RICO, OR THE U.S. VIRGIN ISLANDS, and not within the borders of Mexico nor a border gateway of Mexico, carrier liability for loss or damage will be the lesser of (1) the actual invoice value of the commodities or article(s) lost, damaged or destroyed; or (2) the amount determined from applicable limited liability provisions of the NMFC; or (3) the limited liability as stated in the applicable governing tariffs, unless "Excess Declared Value Coverage" is specifically requested along with the amount of coverage needed in writing on the bill of lading at the time of shipment and applicable charges are paid. Maximum carrier liability is limited to \$25.00 per pound per package and \$100,000 per shipment (\$2.00 per pound for the entire weight of the shipment when originating in Canada). Liability for commodities or articles other than new is limited to \$.10 per pound per package (and up to a maximum \$2.50 per pound per package when Excess Declared Value Coverage is requested). Liability for specific commodities or articles described in the UPGF 102 rules tariff item 166 section 5 is limited to \$2.00 per pound per package. Liability for commodities or articles subject to an exception rating (FAK) is limited as described in the tariff. Certain items may be subject to a limited declared value, with a choice of rates under the tariff. You are advised to review the applicable tariff provisions shown in carrier's rules tariff available at www.upsfreight.com for details. IF LOSS OR DAMAGE OCCURS WITHIN THE BORDERS OF THE REPUBLIC OF MEXICO OR A BORDER GATEWAY OF MEXICO, carrier's maximum liability will be limited to 50 cents per pound per package or \$5,000.00 per incident, whichever is lower. If shipper desires to tender a shipment requiring carrier liability coverage in excess of the \$5,000.00 maximum liability, the shipper must specifically request "Excess Declared Value Coverage" along with the amount of coverage needed in writing on the bill of lading at the time of shipment and pay the applicable charges. When Excess Declared Value Coverage is requested maximum carrier liability is limited to \$50,000 per shipment. See carrier's UPGF 102 rules tariff available at www.upsfreight.com for details.

EXCESS DECLARED VALUE COVERAGE REQUESTED IN THE AMOUNT OF: O/T MEXICO \$, MEXICO PORTION ONLY \$, US DOLLARS. Shipper or Shipper's agent certifies the above named materials are properly classified, described, packaged, labeled and are in proper condition for transportation.

Firm's Name, Contracting Carrier Name, Driver, Signed By, Date Received, Piece count received

MEXICO BILL OF LADING TERMS AND CONDITIONS

Sec. 1. This bill of lading shall be deemed to be a through bill of lading governing transportation of the property from the point of pickup in the first country by the carrier to the last point of delivery by carrier (or an interline carrier or mode of transport). Carrier agrees to transport the property to the designated place(s) of delivery. Contracting carrier's signature constitutes issuance of this bill of lading.

Sec. 2. (a) 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 provided by a separate written agreement or in this Bill of Lading.

(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 carrier or party in possession, 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 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; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on carrier or the party in possession.

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 carrier to the claimant that 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 avoid the policies or contracts of insurance, PROVIDED, that 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, 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 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 carrier's option, in any location that provides reasonable protection against loss or damage. Carrier may place the shipment in public storage at the owner's expense and without liability to carrier.

(b) If 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 carrier has the right to offer the shipment for sale. The amount of sale will be applied to 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 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, 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 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 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 carrier of their nature, shall be liable for and indemnify 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, 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 consignee need not provide the specified written notice to the delivering carrier if consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of 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. 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.

Sec. 9. If this bill of lading is issued on the order of shipper, or shipper's agent, in exchange or in substitution for another bill of lading, 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. 10. 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.

Sec. 11. All issues and questions concerning the construction, validity, performance, enforcement, and interpretation of this bill of lading shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia to the extent they are not inconsistent with applicable federal or state regulatory laws. The exclusive venue of any action brought in connection with this bill of lading shall be at Richmond, Virginia and shipper and consignee hereby consent to the jurisdiction of the federal and state courts located in Richmond, Virginia.

Sec. 12. The parties to this bill of lading expressly waive any and all rights and remedies under Title 49 U.S.C. §14101 of the ICCTA for the transportation provided, but only to the extent such rights and remedies conflict or are inconsistent with the terms of this bill of lading.