

RULES AND OPTIONAL SERVICES

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ITEM 360

BILLS OF LADING

1. When property is tendered to carriers participating in publications governed by this tariff, Bills of Lading as described and printed in the NMFC should be used.
2. Consignors may furnish and use their own formatted Bills of Lading if such Bills of Lading meet all the requirements outlined in the NMFC and contain such information as identification and location of the consignor and consignee, commodity descriptions and other information pertinent to the shipment.
3. The name and address of only one consignor and one consignee must be shown on the Bill of Lading. Commodity word descriptions must be used and must conform to those in the applicable tariff or classification; however, appropriate, understandable, abbreviated descriptions may be used if the governing classification item numbers and appropriate sub numbers are also shown. The number of articles, packages or pieces and the kind of packages must be shown. The weight, volume or measurement of the articles must be shown if the applicable rates or charges are based on units of weight, volume or measurement. If it is not clearly indicated on the non-ODFL bill of lading whether the freight charges are to be prepaid or collect, the shipment will be handled as if the charges are to be collect. Charges to a third party payor may be either prepaid or collect according to the terms indicated on the bill of lading.
4. Unless otherwise agreed to in writing, Contract Terms and Conditions shall be those indicated in the carrier's Bill of Lading or in the National Motor Freight Classification 100 Item 365, "Straight Bill of Lading - Contract Terms and Conditions," in effect on the date the shipment was tendered to the carrier. Only carrier personnel with the title of CEO, President or Vice President are authorized to agree to alternate contract terms and conditions and the use of an alternate Bill of Lading referencing such terms and conditions. No other person(s) is authorized. Where a Bill of Lading other than the Uniform Bill of Lading or the carrier's Bill of Lading, issued by the shipper, is signed for by the carrier's driver or other person, that signature only acknowledges receipt of the freight and identifies the entity to deliver. It is not a contract for the carriage of freight. Continued use of an unauthorized Bill of Lading by the shipper will not constitute an implied acceptance by the carrier.

Reference made to "Tariffs" or "Tariffs on File" mean Tariffs contained in the carrier's files. Such Tariffs shall be available to shippers on request to the extent that they apply to the shipper.

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For explanation of abbreviations, notes and reference marks, see Item 15000.