

SHIPPER \_

## Carriers Bill Of Lading

## **Smokey Point Distributing**

19201 63rd Ave NE Arlington, Washington 98223

SPD DISPATCH #
DATE
SHIPPERS #

SPD-CBOL 01/2015

SHIPPER		Drivers Load/Unload Times						
Address & No.		Arrive Shipper	Arrive Consignee					
City/State			Zip Code					
PhoneContact Name					Depart Shipper		Depart Consignee	
CONSIGNER	C							
Address & No.					Total Hrs		Total Hrs	
City/State	- Amount was a		Cust Init's					
					Cust fift 3		Pick up Driver	
#PCS	Contact Name Contact Name  #PCS				Weight (LBS)		rick up Dilvei	
#I CS	Tiaz Mat	Description of Materials Being	True Being empped by 512 Trueking		Weight (EBO)	Truck #		
						Trailer #		
			-			Daires No		
	3 0					Driver Na	ime	
						Signature	)	
					-		Delivery Driver	
				,		Truck #		
						Trailer #		
						Hallel #		
		- A		- <u> </u>		Driver Na	me	
			7.5		17.7	Signature		
Name of E	e of Emergency Contact:					SMOKEY POINT DISTRIBUTING, INC.		
Emergend	rgency Contact Phone#:					Subject to Section 7 of the Conditions if the shipment is to be		
		FREIGHT CHA	RGES			delivered	to the consignee without on the consignor, the	
C.O.D.		Company check OK for c.o.d.				consigno	r shall sign the following t: The carrier shall not make	
Shipper (	_		Third Party Prepaid		Collect	delivery	of this shipment without tof freight and all other lawful	
Amoun	Address				charges.			
\$ City/State			Zip			Signature consignor:		
		Ph#	Conta	1	ves between two part		er by water, the law requires th	
Load	Condition	ons At Time Of Load		the bill of lading	shall state whether i	t is *carrier	's or shipper's weight. * NOTE	
Shipment New   Used	Tarps Required Yes   No	Weather Cond. at time of loading Custo Wet Dry	mer Init's				are required to state specifica perty. are properly classified, describe	
New I Usea	ies No	wet Diy		packaged, marke	ed and labeled and	are in pro	per condition for transportation  Department of Transportation	
HE AGREED	OR DECLAR	ED VALUE OF THE PROPERTY	IS HEREB	Y SPECIFICALL	Y NOTICE TO	CONSIGN	IEE: Truck shipment involving	
TATED BY T	HE SHIPPE	R TO BE \$2.50 PER LB. NO		EED \$100,000		amage mus	et be noted on bill of lading at	
DO NOT	SIGN THIS SH			AND BACK)	Consignee; Print name	•		
Smokey Point Distributing requires all invoices to be paid in full within 30 days of receipt of invoice. To Secure the Shipper and or Consignee's prompt payment of all sums it								
of invoice. To Secure the Shipper and or Consignee's prompt payment of all sums it owes the Carrier, Shipper and or Consignee does hereby grant the Carrier a security interest in the goods covered by the bill of lading, Shipper and or Consignee authorize Carrier to file a financing statement in Shipper or Consignee's state of domicile to perfect this security interest in inventory and equipment (the "Collateral"). This security interest extends to the proceeds and product of the Collateral."						Signature		
interest in the Carrier to fill perfect this s	e goods ċòve le a financino security intere	red by the bill of lading, Shipper g statement in Shipper or Consi st in inventory and equipment ( the	and or Con ignee's stat he "Collater	isignee authorizé te of domicile to al"). This security			ICCMC154328	
interest exter	nds to the pro	ceeds and product of the Collater	al."	, 200ani				

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- 1. It is agreed that the carrier's only liability is as provided for by federal statute, 49 U.S.C.A. S 11707 and regulations promulgated by the Interstate Commerce Commission. Carrier shall not be liable for delay caused by any highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by break-down or mechanical defects of vehicles or equipment. A carrier shall not be liable for loss or damage occasioned by fumigation or disinfection, or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement there-
- 2. As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering freight forwarder or carrier, or freight forwarder or carrier issuing the shipping order, or freight forwarder or carrier in possession of the property when the loss, damage, injury or delay occurred, within (9) months after delivery of the property or in the case of export traffic, within (9) months after delivery at a port of export, or, in the case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suit shall be instituted against any freight forwarder or carrier only within two (2) years and one (1) day from the day with notice in writing is given by freight forwarder or carrier to the claimant that the freight forwarder or carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are filed or suits are not instituted thereon in accordance with the foregoing provisions, no freight forwarder or carrier hereunder shall be liable, and such claims will not be paid.
- 3. No freight forwarder or carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed herein.

- 4. The owner or consignee shall pay the advances, Tariff charges, package and storage, if any, and all other Lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no freight forwarder or carrier shall deliver or relinquish possession at destination of the property covered by this Shipping Order until all tariff rates and charges thereon have been paid.
- 5. The property tendered was accepted for transportation and this shipment order was entered into in Snohomish County, Washington and the parties agree that all or substantially all of the obligations of the carrier and a substantial portion of the obligations of shipper, consignor, consignee, and owners hereunder, including payment of all charges, will be performed in Snohomish County, Washington. The parties agree as part of the consideration, that any suit arising from this Shipping Order shall be filed in Snohomish County, Washington and that acceptance of this Shipping Order by the carrier at its Snohomish County headquarters and the performance of the obligations hereunder described in Washington shall be sufficient to subject the shipper, consignor, consignee and owner to jurisdiction and venue over the person by the State courts situated in Snohomish County, Washington in any suit arising out of this Shipping Order.
- 6. Should the carrier retain an attorney to collect the charges accruing on the property covered by this Shipping Order, the party or parties responsible for payment of the charges shall be liable to the carrier for attorney's fees and costs. The party responsible for payment of such charges shall also be liable to the carrier for interest at the rate of 185% per onium of the total charges from the date the Shipping Order was issued.
- 7. Do not sign the Shipping Order before you read it (front and back). You are entitled to a copy of this Shipping Order at the time you sign it. You may at any time prior to the due date pay off the total unpaid balance due under this agreement.