



TERMS AND CONDITIONS OF CONTRACT

1. When tendering this shipment, shipper agrees to the Terms and Conditions of this contract. No agent or employee of either party may alter and that this Bill of Lading is non-negotiable. It has been prepared by the shipper or on the shippers behalf by RDF EXPRESS INC. It is mutually agreed that the conditions of carriage for this shipment are governed by RDF EXPRESS INC. TARIFFS and are available for inspection at RDF EXPRESS office in El Centro, Ca, they are hereby incorporated into this contract.
2. Shipper warrants that this shipment is packaged adequately to protect the shipment and insure safe transportation with ordinary care and handling.
3. Due to the inherent nature of the freight business RDF EXPRESS INC does not guarantee delivery by a stipulated date or time nor shall they be liable for the consequence of failure to make a timely delivery.
4. RDF EXPRESS INC. shall not be liable to any event for any special consequential or incidental damages, including but not limited to the loss of profits or loss of income whether or not RDF EXPRESS INC has any knowledge that such damage may occur.
5. RDF EXPRESS INC. accepts no liability for any form of miss route of cargo.
6. RDF EXPRESS INC. liability in absence of a higher declared value for carriage is limited to \$.50 per pound per shipment, but no more than \$100.00 maximum. Declared value for carriage shall be subject to an excess valuation charge of \$.65 per hundred dollars valuation. In most cases the excess valuation must be approved before the cargo is tendered.
7. Any and all claims must be received in writing to RDF EXPRESS INC. within 30 days of the delivery to the final destination. Concealed loss or damage must be reported in writing to RDF EXPRESS INC within 7 days after delivery. No claims will be processed for payment until all freight charges are paid in full. Claims may not be deducted from transportation charges. Legal action to enforce a claim must be brought within 6 months after the claim has been denied in writing by RDF EXPRESS INC. in part or in whole.
8. Unless otherwise expressly provided in RDF EXPRESS INC tariff, and subject to any conditions and restrictions the following articles will not be accepted for carriage: any commodity forbidden by law, bonds, coins of any kind, currency, furs, fur clothing gems, stones (in any form) gold, silver industrial diamonds, jewelry, money, pearls precious metals, negotiable securities, time sensitive printed material, watches or watch parts. RDF EXPRESS INC shall not be liable for any loss, damage, delay liabilities or penalties resulting from transportation of the foregoing articles however described or miss described in this Bill of Lading and no employee or agent of RDF EXPRESS INC has the authority to accept for transportation such articles or to waive the limitations herein contained.
9. The maximum coverage for loss caused by or resulting from theft of covered property consisting of alcoholic beverages, batteries, ammunition, cameras, camera parts, computer chips, electronic equipment, furs, jewelry, wearing apparel, tobacco products, Tv sets, radios, stereo and video equipment is \$1000.00 or 5% of the value of the goods whichever is less of the limit of insurance applicable to the vehicle from which the covered property was stolen, whether or not the higher declared value was stated or paid.
10. RDF EXPRESS INC. shall not be liable for loss, damage or delay caused by Acts of God, public authorities, and labor disputes weather or mechanical failures on vehicles.
11. Rates are determined by weight provided by the shipper if in the event carrier feels that the weight is not correct or miss calculated by the shipper, RDF EXPRESS INC reserves the right to reweigh the shipment.
12. Unless other terms are agreed and accepted in writing, all invoices are due and payable within 15 days from the invoice date.
13. The consignee, shipper and the owner of the goods are jointly and severally liable for the payment of any and all charges advances RDF EXPRESS INC. Said charges to include all collection and legal expenses including attorney fees which carrier may incur during the course of any collection.
14. RDF EXPRESS INC. may have the right to substitute carriers or other means of transportation, select the routing or deviate from that shown on the bill of lading.
15. Jurisdiction, venue and or forum shall be exclusively in San Diego County, California for any and all proceedings.
16. RDF EXPRESS INC. shall have the lien on all shipments in its possession, whether actual or constructive, tendered to it by the shipper for any and all amounts due it by the shipper. This shall be a general lien on shipments for which charges are due. Enforcement of liens may be on any commercial reasonable terms.
17. At the sole discretion of RDF EXPRESS INC. shall extend credit to qualified customers and may by initially bill of intermediary the named consignor or the named consignee on the Bill of Lading.

18. Disputes must be brought to RDF EXPRESS INC. attention in writing on or before the 7th day from the date of invoice. All disputes must be resolved within 15 days of the date the dispute is filed.

Please fax or email signed copy. Original signed document needs to be sent via mail to our main office. RDF EXPRESS INC. PO.BOX 98 Brawley, Ca 92227. Email adams@rdfexpress.com Fax (760)352-8502 Tel (760)352-8500.

COMPANY NAME: _____

DATE: _____

PRINT: _____

SIGNATURE: _____

TITLE: _____

240 E. Commercial St El Centro, CA 92243 Tel 760-352-8500 Fax 760-352-8502