

Bill of Lading
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DRIVER - PLACE
PRO LABEL HERE

ABF U-Pack Moving Reference Number: M0Q0701149
(U-Pack ReloCube™)

ABF Orig. Terminal #: 214-688-0448

ABF Dest. Terminal #: 423-323-1442

Shipper: CUSTOMER'S NAME
Address: CUSTOMER'S ADDRESS

Consignee: CUSTOMER'S NAME
Address: CUSTOMER'S ADDRESS

DALLAS, TX 75247

ABINGDON, VA 24210

Phone: CUSTOMER'S CONTACT #

Phone: CUSTOMER'S CONTACT #

ReloCube Spot Date: 05/12/2009

Estimated Transit: 2 business days

Appointment Time: 8am - 12pm

Estimated Weight: 5,000 pounds

Pay Terms: COLLECT-PAY DEST
TERMINAL

Pricing Summary for: PERSONAL EFFECTS

UPMC Number(s) _____

Price for 2 U-Pack ReloCube(s):	\$1432.00
Standard Liability Coverage: \$0.10/lb per piece	\$0.00

General Instructions: Empty ReloCubes will be delivered on the date and approximate time frame as indicated above. To have loaded ReloCubes picked up, contact the ABF origin terminal at 214-688-0448. To arrange for delivery, contact the ABF destination terminal at 423-323-1442. ABF will deliver or pick up your ReloCube(s) on Monday through Friday only. The transit time listed above does not include day of pickup, weekends, or holidays. For multiple ReloCube shipments, transit time is computed from the business day following pickup of the last piece of equipment.

1. **ESTIMATED CHARGES:** Shipment charges are based on the usage of U-Pack ReloCube(s) with approximate dimensions of 6' x 7' x 8' per container. Customer agrees to pay ABF the price shown in the Pricing Summary above.

2. **PACKING, LOADING, AND UNLOADING:** Customer is responsible for all loading and unloading. The Customer is responsible for packing all personal effects using proper containers and protective padding supplied by the Customer. Customer is responsible for supplying padlock for securing the ReloCube(s) during transit. The maximum weight allowed in the ReloCube is 2,500 lbs/container. Shipments exceeding this weight limit will be subject to additional charges.

3. **PAYMENT TERMS:** a) Transportation Only: ABF will accept payment with VISA, MasterCard, American Express, Discover, cashier's check or money order. Credit card payment will be charged while shipment is in transit. Payment by cashier's check or money order may be

presented to the driver at destination upon delivery. Additional charges for services provided at destination will be applied to the credit card on file. Shipment will not be released at destination until payment in full has been made. b) Transportation & Storage In-Transit: Optional storage in-transit requires credit card payment. Transportation and one month's storage fees will be charged to credit card while shipment is in transit. Subsequent storage fees will be charged to the credit card on file.

4. **LIMITED CARGO LIABILITY**: Since the customer is responsible for loading and unloading of the goods, liability coverage only applies to damage caused by ABF negligence. In the event of damage caused by ABF's negligence, ABF's liability shall be limited to \$0.10 per pound per item damaged ("Standard Coverage"). Coverage in addition to the Standard Coverage is available and can be purchased by contacting ABF prior to the spot date. The Standard Coverage, or any additional coverage purchased is liability coverage for carrier negligence, not insurance for your goods. In the event of cargo damage caused by one of the following catastrophic events: trailer fire, vehicle collision, vehicle overturn or complete container theft, ABF includes coverage of \$3.00 per pound per piece with a maximum liability of \$7,500 per ReloCube. ABF does not provide insurance for your goods. ABF assumes the liability of a common carrier, subject to the provisions of 49 U.S.C. 14706.

5. **EQUIPMENT DETENTION FEES**: If Customer is unable to take immediate delivery of the shipment, ABF will hold the shipment at the destination terminal up to 2 business days for free. Unless storage in-transit is prearranged (see Storage In-Transit section), subsequent days will be subject to detention fees of \$50/day per container. Customer is given 3 business days at the origin and destination locations to load/unload the ReloCube(s). If Customer exceeds this allotted time, a fee of \$50/day per container will be assessed. If ABF and Customer have agreed to a live load/unload, additional fees will apply if Customer exceeds the allotted time.

6. **ADDITIONAL CHARGES**: The charges herein are based on the specifics outlined within this Bill of Lading. The charges are subject to change upon alteration of this schedule, including but not limited to: 1)Change in spot date; 2)Change in origin or destination city/ZIP code; 3)Parking fees, fines, or container tow; 4)Equipment Detention Fees; 5)Gypsy Moth Quarantine (California); 6)Cancellation within one week of move is \$50 or \$150 on the day of move; 7) Customs delay; 8)Redelivery Charges of \$150 per redelivery attempt; 9)Trash or boxes left in ReloCube; 10) Guaranteed Service.

7. **RELOCUBE PLACEMENT**: The U-Pack ReloCube(s) with approximate dimensions of 6' x 7' x 8' per container will be spotted at Customer's sole risk at the origin location and the destination location. Customer agrees that ABF shall have no liability for any damage to real property or improvements arising out of the placement or removal of any equipment. It is Customer's responsibility to obtain permission for the placement of the ReloCube(s). Customer will be responsible for any subsequent parking charges, violations, towing, or real or personal property damage.

8. **STORAGE IN-TRANSIT**: If Customer is unable to take immediate possession of the shipment, ABF will store the shipment at its terminal at a cost of \$125.00 per ReloCube per 30 days, subject to availability. Storage fees will not be pro-rated. Customer shall not have access

for the purpose of storing and removing their shipment on a self-service basis. During time of storage, ABF will be liable for the goods to the same extent as during their interstate transportation.

9. HAZARDOUS MATERIALS AND COMMODITIES OTHER THAN HOUSEHOLD

GOODS: Customer agrees not to include hazardous materials of any type (including but not limited to petroleum products, compressed gases, corrosives, explosives, and flammables) in the shipment. Propane tanks may not be shipped under any circumstances -- full or empty. Hazardous material violations could result in additional charges from local, state, and federal fines, as well as but not limited to, loss or damage to property and personal injury.

10. LIABILITY: Customer agrees to indemnify, defend and hold ABF harmless against any and all claims for loss, expense, liability, injury or damage arising out of or in connection with the performance by Customer, its agents or contractors of this shipment. ABF shall not be liable and hereby disclaims responsibility for any indirect, incidental or consequential damages, special, punitive, multiplied or other indirect costs, lost profits, fees, or charges of any kind arising from any claims filed hereunder, or any other acts, including delays or omissions of ABF, whether foreseeable, disclosed or not.

11. ASSUMPTION OF RISK: Customer assumes all risks and liability arising from the use and operation of EQUIPMENT and understands that such EQUIPMENT can cause injury or death to Customer or others. Customer assumes full responsibility for and agrees to indemnify, defend and hold harmless ABF from any and all loss, liability, damage and expense in connection with the use or operation of such equipment.

12. NO WARRANTY: ABF DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT PROVIDED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE, OPERATION OR SAFETY. ALL RISKS ARE TO BE BORNE BY CUSTOMER. WITHOUT LIMITING THE FOREGOING, ABF SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER OR ANY OTHER PERSON WITH RESPECT TO THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OF ABF: (I) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT, ANY INADEQUACY THEREOF, ANY DEFICIENCY OR DEFECT (LATENT OR OTHERWISE) THEREIN, OR ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH; OR (II) THE USE, OPERATION OR PERFORMANCE OF ANY EQUIPMENT OR ANY RISKS RELATING THERETO.

13. APPLICABLE LAW: Customer acknowledges that ABF is a general commodity carrier and that this shipment will be subject only to the laws and regulations governing commodity carriage. This shipment shall be subject only to Federal laws and statutes. No state laws or statutes shall apply.

By signing below, Customer agrees to the terms and conditions herein, ABF notes attached to this Bill of Lading, the rules and special service charges in ABF 111 series and the terms and conditions in the Uniform Straight Bill of Lading (UBL) as published in the National Motor Freight Classification in effect on the date of this Bill of Lading. To the extent that language contained in this Bill of Lading/Price Quote is inconsistent with the rules and special service charges in ABF 111 series or the terms and conditions of the UBL, the terms and conditions herein shall prevail. Driver signature only acknowledges receipt of freight.

Straight Bill of Lading - Original - Page 2

Customer/
Designated Agent: _____ Driver: _____
Dated: _____ Dated: _____