



LTL INVOICE#

**CNWY**

DUNS# 08-043-1863 FED TAX ID# 94-2904084

<b>CORRESPONDENCE:</b> PO BOX 982020 N. RICHLAND HILLS, TX 76182  VISIT OUR WEBSITE at	<b>CUSTOMER SERVICE:</b> PHONE 1-800-755-2728 EMAIL LTLCCG@XPO.COM  <a href="http://ltl.xpo.com/billing">ltl.xpo.com/billing</a>
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SHIPPER	CONSIGNEE	CUSTOMER NUMBERS	SHIPMENT DATE

PCS	DESCRIPTION OF ARTICLES AND MARKS	WEIGHT (lbs)	RATE	CHARGES

**\*\*\* PAYMENT IS DUE BY**

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DELINQUENT BALANCES ARE SUBJECT TO LATE FEES AS REFERENCED IN TARIFF

<b>Remit To</b>	<b>For ACH in USD</b>

**TOTAL DUE:**



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TOTAL DUE:

PLEASE RETURN THIS STUB WITH YOUR PAYMENT

If payment is not in full please explain:

REMIT TO:

For changes of address, complete the form at the end of this document and mail it along with this remit stub.

## TERMS AND CONDITIONS

- 1) Unless otherwise agreed upon by carrier in writing, all payments due hereunder shall be made within fifteen (15) calendar days of the date of invoice. All shipments upon which the lawfully applicable rates and charges are not paid in full within fifteen (15) calendar days of the date of the invoice, or within a time period agreed to by the parties in writing, are considered delinquent. Carrier shall assess a late fee of 1.5% of the total invoice balance at the time of application, subject to a minimum charge of \$10 per shipment every 30 calendar days beyond terms. When shipments are assigned or placed with a collection agency, attorney or authorized agent for collection, all discounts are revoked, and the Payor is required to pay the Carrier's full undiscounted rate based on tariff CNWY599 and class rates applicable on the date of the shipment. The difference between the discounted and full undiscounted rate constitute the Carrier's liquidated damages for its collection efforts.
- 2) The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of shipment. Nothing in the Bill of Lading shall limit the right of carrier to require the prepayment or guarantee of the freight charges at the time of shipment or prior to delivery.
- 3) The Shipper and Consignee shall be liable, jointly and severally, to pay and indemnify and hold carrier harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.
- 4) Instructions for completing the "Bill To section of the Bill of Lading: To request that the invoice be sent to an address other than that provided for either the Shipper or Consignee, the "Bill To section must be completed. Completing the "Bill To" section does not relieve the Shipper, Consignee or any other party of joint and several liability for the payment of charges.
- 5) Carrier shall have a lien on the shipment for all sums due and payable to carrier. In the event of nonpayment of any sums payable to carrier, the shipment may be held by carrier and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no liability to carrier. Carrier shall be paid all sums due and payable to carrier out of the proceeds of such sale, including storage charges. The Shipper and/or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.
- 6) Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Shipper shall not have the right to withhold or offset the payment of charges for any reason, including, but not limited to, claims for lost or damage goods.
- 7) Upon receipt of written notification that a check has been returned to carrier for non-payment, a charge will be applied against the customer's account for each returned check, in an amount established by carrier's current tariff provision. Carrier will provide the debtor with written notification of the additional amount due and shall include the original invoice. This charge would be in addition to all other lawful charges permitted to be charged by carrier.
- 8) Filing of Claims: carrier is not liable for loss or damage to any goods carried under the Bill of Lading unless a proper written demand is filed with and received by carrier within nine (9) months (sixty (60) days for shipments originating in Canada) after the date of delivery of such goods to the consignee, or port of export, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four (4) business days) for delivery has elapsed. The written demand must contain an assertion of carrier's liability for the alleged loss or damage; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. Carrier shall not be liable in any lawsuit based on a cargo claim for loss or damage, unless the lawsuit is filed in a court of law, against carrier no later than two (2) years and one (1) day from the date when written notice is given by carrier to the claimant that carrier has disallowed the claim or any part thereof. In no case shall carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.
- 9) Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages.
- 10) Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage or delay to any of the goods described in the Bill of Lading when caused by an act of God, the Queen's or public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, act of public authorities, act or omission of customs officials, terrorism, faulty or impassable highway, lack of capacity of a highway or bridge, authority of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of Shipper, Consignee, or owner of the goods, or any cause beyond carrier's control.
- 11) Unless otherwise agreed to by the parties in writing, the terms and conditions of the tariff CNWY-199 and carrier's pricing schedules, rates, rules and terms and conditions in effect on the date of shipment, which are hereby fully incorporated herein by reference, shall apply.