

## TERMS & CONDITIONS INFORMATION AS REFERENCED ON FRONT OF BILL

NOTICE: In the absence of another currently effective written agreement between the parties, the following represents the agreement of the motor carrier of property ("Carrier") providing the transportation services specifically described on the face side of this non-negotiable freight bill/bill of lading and the person or corporation ("Debtor") responsible for paying the transportation charges of said Carrier. The term Debtor includes an overlying carrier using services of an underlying carrier.

1. Carrier will provide the transportation services specified on the face side of this freight bill/bill of lading under the unit of measurement and at the rate shown. Debtor will pay for those services under that unit of measurement and at that rate. Payment by Debtor to Carrier shall be made within the time specified in and subject to the terms of California Business and Professions Code Section 7108.6
2. The terms of the aforementioned Section 7108.6 require payment of all transportation charges submitted by a duly authorized motor carrier of property in dump truck equipment by the 20<sup>th</sup> day following the last day of the calendar month in which the transportation was performed, if the charges, including all necessary documentation are submitted by the fifth day following the last day of the calendar month in which the transportation was performed. Section 7108.6 also states that in the event that payment is not made according to those terms, a penalty payable by the Debtor to the Carrier of two percent of the amount due per month for every month that payment is outstanding may be assessed. In an action for the collection of moneys not paid in accordance with the aforementioned terms, the prevailing party shall be entitled to his or her attorney's fees and costs.
3. Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the future shipment in accordance with California Civil Code, Section 3051.5
4. Time is of the essence in the performance of services covered by this freight bill/bill of lading. Carrier's work shall not be delayed or suspended to Carrier's detriment by the Debtor and/or the Consignor or Consignee. Carrier is not responsible for delays caused by Acts of God, strikes, lockouts, or similar matters beyond Carrier's control.
5. Every effort will be made to dump, spread or position material or equipment as directed by Debtor. However, Carrier assumes no responsibility for positioning of materials or equipment or for damage to county or city roads or streets. Carrier's driver has sole discretion to determine if a desired loading or unloading site is inaccessible for the equipment being used. If the driver determines that a site is inaccessible but the Debtor nonetheless demands and receives loading or unloading service at that site, then the Debtor is responsible for any towing charges, any damage to Carrier equipment, and any down time of Carrier's equipment while it is being repaired.
6. If any dispute arises regarding performance of the work performed by Carrier and it is not satisfactorily resolved, either party may give the other written notice of a claim which shall set forth the matters and amounts in dispute in adequate detail. The written notice of a claim shall be a prerequisite to any legal action or other proceeding on the dispute. The parties shall not be obligated to use arbitration or any other non-judicial method of dispute resolution and in any dispute resolution proceeding between the parties, the prevailing party shall be entitled to recover attorney's fees in addition to any other relief to which that party may be entitled.
7. Carrier shall comply with all laws, orders, rules, and regulations which are applicable with respect to safety and all other Federal, State, and local labor and other laws or regulations covering the work.
8. Carrier shall, at all times, and at its sole expense, procure and maintain public liability and property damage insurance with coverage equal to or exceeding the amount required by law. To the extent required by law, Carrier shall also procure and maintain appropriate workers' compensation insurance coverage on Carrier's employees, if any.
9. Carrier is an independent contractor and not an employee, agent, joint venturer, or partner of Debtor. Carrier assumes full control over the motor vehicle equipment and the drivers of the equipment used to perform all transportation services under this agreement. To the extent applicable, Carrier assumes full and sole responsibility for payment of all compensation to Carrier's drivers and/or subhaulers and for any State and Federal income tax, unemployment insurance, workers' compensation insurance, social security, or other applicable withholdings, to the extent such taxes or withholdings may be required by law. Debtor has no control over the means and the manner of providing transportation services under this agreement and is not an employer of Carrier for any purpose or under any law or regulation, including compliance with 49 C.F.R., Part 382.

### Lowbed/Flatbed

NOTICE: In the absence of another currently effective written agreement between the parties, such as tariffs, the following represents the agreement of the lowbed/flatbed carrier ("Carrier") providing the transportation services specifically described on the face side of this Non-negotiable Bill of Lading ("Bill of Lading") and the person or corporation ("Debtor") responsible for paying the transportation charges of said Carrier. Debtor also includes an overlying carrier using services of an underlying carrier.

1. Carrier will provide the services specified on the face side of this Bill of Lading at the rate specified. The property described above in apparent good order, except as noted (contents and condition of packages unknown) marked consigned and destined as indicated above which said carrier agrees to carry to its usual place of delivery at said destination if on its route. Otherwise to deliver to another carrier on the route to said destination. Payment by Debtor shall be made within the time period specified.
2. The terms and conditions are: The Debtor shall pay all transportation charges submitted by a duly authorized agent of the said Carrier of property by the 10<sup>th</sup> day following the last day of the calendar month in which the transportation was performed, if the charges, including all necessary documentation are submitted by the fifth day following the last day of the calendar month in which the transportation was performed.
3. In the event that payment is not made according to the terms specified, a late penalty will be assessed at the rate of 1 1/2% per month (annual percentage rate is 18%), plus attorney fees up to 50% of the amount past due, if incurred to enforce collection.
4. Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment. California Civil Code, Section 3051.5.
5. If any dispute arises regarding performance and of the work by Carrier and it is not satisfactorily resolved, either party may give the other written notice of a claim which shall set forth the matters and amount in dispute in adequate detail. The written notice of a claim shall be a prerequisite to any legal action or other proceeding on the dispute as initiated by the party failing to provide such notice of a claim. The Debtor shall be responsible for liquidated damages in the amount of 10% of the disputed amount.
6. Carrier is an independent contractor and not an employee, agent, joint venturer, or partner of Debtor. To the extent applicable, Carrier assumes full and sole responsibility for payment of all compensation to Carrier's drivers and/or subhaulers.
7. Time is of the essence in the performance of services covered by this Bill of Lading. The Carrier's work shall not be delayed or suspended to Carrier's detriment by Debtor and/or the Consignor or Consignee. Carrier is not responsible for delays caused by Acts of God, strikes, lockouts, or similar matters beyond Carrier's control.
8. Carrier shall comply with all laws, orders, rules and regulations which are applicable with respect to safety and, to the extent required by law or government regulation, all equal opportunity and affirmative action requirements and all Federal, State and local labor and other laws and regulations covering the work.
9. Carrier shall, at all times and at its sole expense, procure and maintain public liability and property damage insurance with coverage equal to or exceeding the amount required by law. To the extent required by law, Carrier shall also procure and maintain appropriate workers' compensation insurance on Carrier employees.
10. Carrier will leave a trailer of load unattended at the delivery location only at the express direction of the Debtor. Debtor agrees to assume all liability for trailers and loads left unattended at Debtor's direction.
11. Carrier will move heavy equipment at the delivery site under the direct supervision of the Debtor or Debtor's Agent. Debtor agrees to be liable for all damages resulting from Carrier's Driver moving equipment at Debtor's direction.