

B / L NO.

Sunny Express, Inc.

CALLER'S NAME: _____

TIME: _____

BAY AREA / SACRAMENTO REGION

25545 Whitesell Street
Hayward, CA 94545

TOLL FREE 800-229-7869

FAX 510-264-3989

SOUTHERN CALIFORNIA

11823 Slauson Ave. #6
Santa Fe Springs, CA 90670

TOLL FREE 877-253-0012

FAX 562-789-2736

SHIPPER		DATE	
FROM	STREET ADDRESS ①		
	CITY	STATE	ZIP CODE
	NAME		
BILL TO	STREET ADDRESS ②		
	CITY	STATE	ZIP CODE

CONSIGNEE		
TO	STREET ADDRESS ③	
	CITY	STATE
	ATTENTION ④	
⑤		

PIECES	DESCRIPTION	REF.# / P.O.#	WEIGHT

<p>DECLARED VALUE: The agreed or declared value of the property is hereby stated by the shipper to be not exceeding \$0.50 per pound per article but no more than \$5,000.00. Air freight shipments or shipments having prior or subsequent movement by air shall have a declared value not more than 50 cents per pound or \$50.00 per shipment whichever is higher.</p> <p>EXCEPTIONS: If higher value is declared, shipper must call for authorization number and charges.</p>	<p>SPECIAL INSTRUCTIONS</p>	<p>CHARGE</p>
DECLARED VALUE \$		



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SOUTHERN CA 877-253-0012

THIS IS TO CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

SHIPPER'S SIGNATURE/DATE ⑦ X	CONSIGNEE'S SIGNATURE/DATE ⑧ X	DRIVER'S SIGNATURE/DATE ⑨ X	TIME
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SUBJECT TO TERMS & CONDITIONS ON PAGE TWO

CONDITIONS OF CONTRACT TERMS AND CONDITIONS OF TRANSPORT

1. Exclusions From Liabilities: Sunny Express shall not be liable for any loss, damage, delay, mis-delivery or non-delivery or other:
 - a. acts of God, perils of the air, public enemies, public authorities acting under authority of law, quarantine, riots, strikes, civil commotion, or hazards incident to a state of war.
 - b. compliance with delivery instructions from the shipper or consignee or non-compliance with special instructions from the shipper or consignee not authorized by applicable tariffs.
 - c. violation by the shipper or consignee of any of the terms of this bill of lading or violation of the rules and regulations published by Sunny Express, or violation of the terms set forth in the classification or tariffs governing transportation of this shipment.
 - d. the nature of the shipment or defect or inherent vice therein.
 - e. the act, default or omission of the shipper or consignee.
2. Special and Consequential Damages: Sunny Express shall not be liable in any event for any special or consequential damages arising from transportation whether or not Sunny Express had knowledge that such damage might be incurred.
3. Limit Of Liability: Sunny Express' liability shall be limited to the lowest of the following:
 - a. The declared value of the shipment as shown on the shipping document or Sunny Express bill of lading.
 - b. The actual value of the shipment at the destination named on the shipping document or Sunny Express bill of lading.
 - c. The amount of any loss or damage actually sustained.
4. Indemnification: The shipper and consignee shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment pursuant to this contract and to pay or indemnify Sunny Express for all claims, fines, penalties, damages, costs or other sums which may be incurred by Sunny Express by reason of any violation of any of these conditions of contract or any other default of the shipper, consignee or their agents.
5. Liens: Sunny Express shall have a lien on a shipment for all sums due and payable.
6. • Dimensional Weight: Dimensional weight will be assessed for shipments having a density less than 9 lbs. per cubic foot.
7. It is mutually agreed that the goods herein described are accepted in apparent good order (except as noted) for transportation as specified herein, subject to governing tariffs in effect as of the date hereof which are available for inspection by the parties hereto. **Forwarder may act as agent.**
8. Liability for product which comes to rest in Sunny Express warehouse will be limited to a maximum release value of \$0.50/pound unless specifically stated otherwise on the freight bill.
9. If shipper releases freight without a Sunny Express bill of lading all terms and conditions outlined above shall be in effect.