



FedEx Custom Critical Passport Auto Transport, Inc.

37 Progress Parkway • Maryland Heights, MO 63043
Phone: 800.325.4267 • Fax: 314.878.7295

BILL OF LADING/INVOICE

ICC MC128916, DOT 896656

All amounts stated in U.S. Currency.

All Terms and Conditions additionally subject to FedEx Custom Critical Passport Auto Transport prevailing Tariffs in effect when service is provided and applicable Inspection Forms. Tariffs, Bill of Ladings and Inspection Forms are available upon request or by visiting Carrier's website at passport.fedex.com

PASSPORT AUTO TRANSPORT PRO/BOL #: _____

SHIPPER: _____

H/ _____

O/ _____

M/ _____

CONSIGNEE: _____

H/ _____

O/ _____

M/ _____

Payment Method: CPU COD Credit Card Charge to _____

Terms and Conditions:

Declared Value -(Full terms in items 560 and 565 of Passport Auto Transport, Inc. Tariff 101): Passport Auto Transport, Inc. liability is limited to a \$100,000.00 released valuation per vehicle unless a higher value, not exceeding \$150,000.00, is declared at time of original shipment tender (service order placement) and is verified as such on the bill of lading and/or electronic media and a fee of thirty cents (\$.30) per \$100.00 of value declared over \$100,000.00 is paid. With regard to any damages arising out of the transportation of any commodity, Passport Auto Transport, Inc. will only be liable for the cost of repair, cost to replace, released value or declared value, whichever is less. Passport Auto Transport, Inc. will not be liable for any claims of diminished value or any other value not specifically set forth herein. Shipper hereby states that the agreed or declared value of the property is: \$_____.

Type of payment must be identified at time of original request for service, with payment in full due no later than upon completion of delivery. **The following forms of payment are accepted at pickup or delivery:** Cash (U.S. Currency Only), Cashiers Check, Certified Bank Check, Money Order, Personal Check (Requires pre-approval), Corporate Check (Requires pre-approval), Major Credit Cards (American Express, MasterCard, Visa which require pre-approval), wire transfers, and Pre-approved "in-house" charge accounts.

The Shipper and Consignee represent and warrant to the Carrier that they and their authorized agents have lawful possession of and legal right and authority to tender and receive the property herein described. The Shipper and Consignee further represent and warrant to the Carrier that any agents or representatives designated by them to act on their behalf have full right and authorization to execute this Bill of Lading, the applicable Inspection Form, and any other documents that may be required by the Carrier, and absent a contractual relationship which defines terms to the contrary, agree to be bound by the terms and conditions set forth in said documents and the prevailing Passport Auto Transport Tariffs in effect at when service is provided. Tariffs are available upon request or by visiting Carrier's website at passport.fedex.com

Passport Auto Transport is not responsible for antifreeze damage, refer to Limitations of Liability on back.

Signature: Shipper or Authorized Agent

Printed Signature: Shipper or Authorized Agent

Driver Signature

Date ____/____/____

Signature: Consignee or Authorized Agent

Printed Signature: Consignee or Authorized Agent

Driver Signature

Date ____/____/____

Charges – Absent a written contractual agreement, all terms and conditions for transportation services (including charges) shall be set forth in Carrier’s tariff as maintained at Carrier’s Corporate Headquarters and in effect on the date service is provided. **Delay** – There is always a risk of late delivery or non-delivery, refunds are available only if a “Performance of Service/Guarantee” has been paid and the delay is a result of Carrier’s negligent act or omission. **Transport**- Carrier shall have the right in case of physical necessity, and/or operating authority limits, to forward said property by any Carrier or route between the point of shipment and point of destination.

Consequential Damages - Carrier shall not be liable in any event for any special, incidental, extended or consequential damages, including but not limited to loss of profits or income, whether or not Carrier had knowledge that such damages might be incurred

Claims in writing required-A claim for loss or damage, injury, or delay to cargo will not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (b) below, with carrier issuing the bill of lading, receipt, ticket or baggage check, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable hereto.

Minimum filing requirements-A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property (or, in the case of export traffic, within nine (9) months after delivery at the port of export) except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date and time of delivery as established by Carrier at time of original order (1) containing facts sufficient to identify the shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

Documents not constituting claims-Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bill, delivery receipts, or other documents on inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

Claims filed for uncertain amounts-Whenever a claim is presented against a carrier for an uncertain amount, such as “\$100 more or less”, the carrier will determine the condition of the baggage or shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.

Concealed damage claims-When damage to the property is discovered by the consignee which could not have been determined at the time of delivery, it must be reported by the consignee to the carrier upon discovery and a request for inspection by the carrier’s representative made by consignee. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail or overnight courier. If more than Five (5) days pass between date of delivery of shipment by carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier’s representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier. While awaiting inspection by carrier, the consignee must hold the property and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

Institution of Suits-Suit for loss, damage, injury or delay shall be instituted against carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable, and such claims will not be paid.

Other claims-If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier, and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

Limitation of Liability-In addition to the following, complete Limitation of Liability is stipulated in Passport Auto Transport Tariff 101, item 391, in effect when service is provided, which is available by calling Passport Auto Transport at: 800.325.4267 or by visiting the Passport Auto Transport website at: passport.fedex.com

- Customer/Shipper is responsible for properly preparing their vehicle for inspection and shipment (special handling requirements, washing vehicle, removing mud, dirt, snow, fluids, including anti-freeze etc.). The Carrier is not responsible for scratches, paint chips, pits, etc. which are not visible at the time of inspection due to poor preparation of the vehicle by the customer or due to poor visibility (rain, darkness, snow, etc.).
- Consignee or designate, at delivery, has the responsibility to inspect the vehicle noting damage listed at origin and signed by the person authorized to release the vehicle. Consignee is responsible to notate any damage not already on the inspection report prior to signing said report.
- Carrier is not responsible for any items inside of vehicle or in the trunk, including but not limited to jacks, lug wrench, tools, spare tire, etc. Personal items are placed in the vehicle at the owner’s risk.
- Carrier is not responsible for the mechanical parts and/or mechanical condition of the vehicle being transported.
- Carrier is not responsible for normal wear and tear to the exterior or interior surfaces (metal, glass, rubber, carpet, leather, etc.), or for any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration or depreciation.
- Carrier is not responsible for damage to vehicle under carriage or interior except to the extent such damage is found to be a direct result of the sole, negligent acts or omissions of Carrier.
- From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein.
- Carrier shall have the right in case of physical necessity, and/or operating authority limitations, to forward said property by any Carrier or route between the point of shipment and point of destination.
- The Shipper, upon tender of the shipment to Carrier, and the Consignee, upon acceptance of delivery of shipment from Carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a Carrier on account of such shipment. Failure to pay the transportation charges within 30 days of delivery constitutes an absolute bar to any claim for property damage.

Processing of Salvage -Carrier claims all salvage rights on damaged parts. Parts must be held for pickup for a minimum of 30 days. Whenever property that is transported by a carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, the carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. The carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employees of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier’s salvage records will fully reflect the particulars of each transaction or relationship. Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before prescribed, the carrier will record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

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