



SHIPPER LOAD AND COUNT AGREEMENT

CENTRAL FREIGHT LINES, INC

AND

Shipper's Name: _____

Shipper's Address: _____

Shipper's CFL Customer Code: _____

DEFINITION: Any trailer or vehicle that is loaded by the shipper without a carrier representative present to verify piece count and load quality shall be deemed **Shipper Load and Count**.

AGREEMENT: It is agreed that shipments tendered and received on a **Shipper Load and Count (SLC)** basis will be handled in the following manner:

- The carrier agrees to spot trailers for shipper loading and checking. The Shipper agrees to protect and be responsible for the trailer while in their possession.
- Bills of lading will be signed **SLC** by the shipper and the carrier. The shipper or carrier's failure to include **SLC** on the bill of lading will not change the liabilities of either party if the shipper did in fact load and count the shipment(s).
- The carrier's driver or representative will not check, count, inspect the freight or the load technique at time of pick up.
- All terms and conditions of the Bill of Lading Contract, which are not inconsistent with this agreement, will apply.
- All exceptions, including, but not limited to over, short and damage will be noted by the carrier at first break point. For counting purposes, carrier will be responsible for handling units only as applicable and to the extent that an individual piece count can be verified. If an individual piece count cannot be verified, "piece" will include shrink-wrapped pallet, bundle, bale, coil, crate, drum, reel, roll or bag. Item numbers, carton numbers and purchase order number shortages at delivery shall not be allowed against carrier when the handling unit count matches the amount properly reported on the SLC trailer.
- Carrier will not accept liability for any loss and/or damage to freight that has not been properly reported unless the loss and/or damage is one of a concealed nature or shortage is within a shrink-wrapped pallet that was delivered intact. A full investigation of claim will be completed and resolved on the facts.
- Exceptions will be recorded on a Trailer Exception Report (F101-R). If another form is required, it must be listed here: _____

- The shipper will be notified of the exceptions within 24 hours (excluding weekends and holidays) after the actual transfer, by the carrier, from the original trailer. In the event of unusual circumstances, such as power or phone outages, shipper will be notified as soon as reasonably possible.

Shipper's contact is: _____

Shipper's Contact Phone Number is: (_____)_____

Shipper's E-mail address is: _____

Shipper's Fax Number is: (_____)_____

Do you prefer to receive notifications by fax or by email? _____

- In those instances where the shipper is properly notified of the exceptions found by the carrier, carrier will not be held liable for subsequent and related claims.
- In cases of shortages and damages in which the shipper has not been properly notified, carrier will have assumed liability for subsequent and related claims and must prove itself free of said liability in the event of a claim.
- In the case of overages, a corrected bill of lading may be provided by the shipper that corrects the piece count. Upon receipt of this corrected bill of lading, carrier will forward the freight to consignee. If any freight must be returned to the shipper, a return bill must be utilized and act as a proof of delivery for the returned goods. This return bill may be subject to freight and/or accessorial charges according to the carrier's rules tariffs.

This agreement is effective immediately. Any deviation from this agreement requires the written consent of both parties. This agreement may be cancelled at any time by a 10 day advance written notice by either party.

Shipper's Representative:

Carrier Representative:

Title:

Title:

Date:

Date: