

Sec. 1.(a) Black Eagle Linehaul Services LLC, any carrier, broker, freight forwarder, subcontracted motor carrier, or service provider in possession of the property described in this bill of lading will be responsible only as provided by this bill of lading, the written rate quote or rate confirmation, applicable federal law, and any written agreement signed by Black Eagle Linehaul Services LLC. Unless a greater cargo value or cargo liability coverage is approved in writing before pickup and shown on the bill of lading or quote, liability for cargo loss or damage is limited to the lesser of the actual proven value of the goods, the applicable released value, or the lawful limitation stated in the governing contract or rate terms.

(b) Black Eagle Linehaul Services LLC, carriers, brokers, freight forwarders, and service providers will not be liable for indirect, incidental, consequential, special, punitive, multiple, lost-profit, market-loss, delay, administrative, or other indirect damages, fees, costs, or charges of any kind arising out of the shipment, claim handling, pickup, delivery, routing, communication, acts, omissions, or transportation services, whether or not such damages were foreseeable or disclosed.

(c) Black Eagle Linehaul Services LLC, carriers, and service providers will not be liable for loss, damage, delay, or non-delivery caused by an Act of God, public enemy, terrorism, civil unrest, labor dispute, strike, authority of law, quarantine, weather, road closure, accident, port or border delay, customs hold, government inspection, act or default of the shipper, consignee, owner, or their agents, inherent vice of the commodity, insufficient packaging, improper loading, inaccurate description, or conditions outside the reasonable control of Black Eagle Linehaul Services LLC.

Sec. 2. Unless a specific service level is accepted by Black Eagle Linehaul Services LLC in writing before pickup, Black Eagle Linehaul Services LLC, carriers, and service providers are not bound to transport a shipment by a particular schedule, route, equipment, driver, or delivery time, but will arrange transportation with reasonable dispatch. In case of operating necessity, safety concerns, capacity limits, border delay, route restriction, equipment failure, or other practical need, Black Eagle Linehaul Services LLC may tender, transfer, consolidate, interline, or forward a shipment through another carrier or service provider.

Sec. 3.(a) As a condition to recovery, any claim for loss, damage, shortage, delay, or failure to deliver must be filed in writing with sufficient facts to identify the shipment, including the bill of lading number, pickup and delivery information, commodity description, amount claimed, supporting invoices, delivery receipt, photos when applicable, and any other records reasonably requested by Black Eagle Linehaul Services LLC.

(b) A claim for cargo loss or damage must be filed within nine months after delivery of the property, or, if delivery did not occur, within nine months after a reasonable time for delivery has elapsed. A lawsuit for cargo loss, damage, or injury must be filed within two years from the date written notice is given that the claim, or any part of the claim, is disallowed.

(c) Where claims are not filed, documented, or sued upon within the time limits stated above, Black Eagle Linehaul Services LLC, carriers, and service providers will not be liable, and the claim will not be paid. Filing a claim does not relieve the shipper, consignee, third-party payor, or customer from paying freight, accessorial, storage, detention, redelivery, reconsignment, or other lawful charges.

(d) Black Eagle Linehaul Services LLC, carriers, and service providers responsible for cargo loss or damage will have the benefit of any insurance carried by the shipper, consignee, owner, or claimant to the extent permitted by law and without invalidating the insurance. If any insurance benefit is received, the premium attributable to such benefit will be reimbursed when required by law.

Sec. 4.(a) If the consignee refuses delivery, cannot be located, is unavailable, lacks authority to receive the shipment, fails to provide access, delays unloading, or if the shipment cannot be delivered because of the fault, mistake, omission, or instruction of the shipper, consignee, owner, or their agents, the responsibility of Black Eagle Linehaul Services LLC and any carrier may become that of a warehouseman after tender or attempted tender of delivery.

(b) Black Eagle Linehaul Services LLC may provide notice by phone, email, text message, electronic system, or other contact information shown on the bill of lading, quote, rate confirmation, or customer records. Storage, detention, redelivery, reconsignment, layover, appointment, disposal, and other related charges may begin after attempted notification or attempted delivery, subject to the governing quote, contract, or lawful rate terms.

(c) If disposition instructions are not received within a reasonable time after notice or attempted notice, Black Eagle Linehaul Services LLC may place the shipment in public or private storage at the owner's expense, return the shipment, redirect the shipment, or, where permitted by law, sell, salvage, dispose of, or abandon the property. Perishable, temperature-sensitive, hazardous, or contaminated goods may be disposed of sooner when necessary to protect safety, public health, equipment, property, or other freight.

Sec. 5.(a) Where a lower value than the actual value has been stated by the shipper, agreed in writing, included in a published classification, or used as the basis for the rate, such lower value, plus freight charges if paid, will be the maximum recoverable amount for cargo loss or damage unless a greater value is accepted in writing before pickup and any applicable additional charge has been paid.

(b) Black Eagle Linehaul Services LLC, carriers, and service providers will not carry, insure, or be liable for documents, currency, securities, jewelry, precious metals, artwork, antiques, evidence, personal identity information, pharmaceuticals requiring special authorization, live animals, plants, perishables, high-value cargo, or other articles of extraordinary value unless fully disclosed before pickup, accepted in writing, properly rated, and specifically described on the bill of lading with an agreed value.

Sec. 6. Every party that ships explosives, hazardous materials, dangerous goods, batteries, chemicals, regulated waste, or any commodity requiring special handling must provide full written disclosure, proper shipping name, hazard class, identification number, packing group, labels, markings, emergency response information, SDS when required, and all paperwork required by law before pickup. The shipper will indemnify, defend, and hold harmless Black Eagle Linehaul Services LLC, carriers, and service providers from fines, penalties, cleanup costs, property damage, injury, attorney fees, and any loss caused by incomplete, inaccurate, or undisclosed hazardous information.

Sec. 7.(a) The consignor, consignee, beneficial owner, broker, third-party payor, and customer requesting transportation are jointly and severally liable for freight charges, fuel, accessorial, storage, detention, redelivery, reconsignment, border, permit, toll, scale, layover, waiting time, cancellation, collection, attorney fees, and other lawful charges, whether billed before or after delivery and whether the charges were originally prepaid, collect, or third-party billed.

(b) If freight charges are marked collect, the consignor remains liable unless the non-recourse statement is properly completed and signed where provided on the bill of lading and the carrier accepts the shipment on that basis. Incorrect weight, class, quantity, dimensions, commodity description, pickup or delivery service level, address type, or accessorial information may result in corrected charges.

(c) Nothing in this bill of lading limits the right of Black Eagle Linehaul Services LLC to require prepayment, a deposit, credit approval, payment guarantee, or payment before delivery. If payment is not received when due, Black Eagle Linehaul Services LLC may exercise any lawful lien, collection right, or remedy available under applicable law, contract, or equity.

Sec. 8. If this bill of lading is issued in exchange for, in replacement of, or in addition to another bill of lading, delivery receipt, rate confirmation, electronic tender, or shipping instruction, the shipper's prior representations, declared value, commodity description, weight, class, instructions, and liability election are incorporated into this bill of lading to the extent consistent with law and the accepted shipment terms.

Sec. 9. The shipper is responsible for accurate description, count, packaging, marks, labels, weight, dimensions, NMFC item and class when applicable, hazardous material status, temperature requirements, declared value, and special handling instructions. Shipper load and count, said-to-contain, pallet count, shrink wrap, seal number, or similar notations do not certify inner contents, condition, piece count, commodity value, or compliance with packaging requirements.

Sec. 10. Commodities requiring special care, temperature control, protection from freezing, tarping, blocking, bracing, securement, seals, liftgate, residential pickup or delivery, inside pickup or delivery, appointment, limited access, trade show, port, airport, border, military, construction site, or other special service must be clearly disclosed before dispatch and marked on the bill of lading. Additional charges may apply when such services are requested, required, or discovered after tender.

Sec. 11. For cross-border, customs, bonded, import, export, USMCA, commercial invoice, packing list, certificate of origin, tax ID, ITN, customs broker, broker contact, and government filing requirements, the shipper, consignee, importer, exporter, and owner are responsible for providing complete and accurate documents and instructions. Delays, holds, fines, inspections, storage, duties, taxes, brokerage charges, and penalties caused by incomplete or inaccurate documentation are not the responsibility of Black Eagle Linehaul Services LLC.

Sec. 12. If all or part of the shipment moves by air, ocean, rail, intermodal, drayage, warehouse, or other mode, that portion of service may be subject to the laws, contracts, tariffs, circulars, rules, and liability limitations applicable to that mode or service provider, including any lawful ocean, air, rail, warehouse, or terminal limitation.

Sec. 13. If a motor carrier, freight forwarder, broker, warehouse, terminal, or other transportation service provider accepts this shipment from anyone other than Black Eagle Linehaul Services LLC, it agrees to seek payment only from the entity that dispatched it and waives any collection right against the consignor, consignee, third-party payor, customer, shipper, owner, or Black Eagle Linehaul Services LLC, except to the extent required by non-waivable law.

Sec. 14. Electronic bills of lading, electronic signatures, scanned signatures, email approvals, rate confirmations, website forms, pickup requests, delivery receipts, GPS records, photos, messages, and electronic communications may be used as evidence of the shipment terms, tender, pickup, delivery, condition, instructions, and acceptance of these terms.

Sec. 15. These terms apply to services arranged or performed by Black Eagle Linehaul Services LLC unless a separate written contract signed by an authorized officer of Black Eagle Linehaul Services LLC states otherwise. If any part of these terms is found invalid or unenforceable, the remaining provisions will remain in effect. Failure to enforce any provision is not a waiver of that provision or any other right.

Sec. 16. This bill of lading and shipments hereunder will be governed by applicable U.S. federal transportation law and, where not preempted, the laws of the State of California. Venue for any dispute not exclusively governed by federal venue rules shall be in a state or federal court located in San Diego County, California.

Sec. 17. The claimant must mitigate loss, preserve the commodity and packaging for inspection, protect damaged goods from further loss, and make the shipment, packaging, photos, invoices, repair estimates, replacement estimates, and disposal records available upon request. Salvage, repair, replacement value, depreciation, and actual market value may be considered when determining any recoverable amount.

Sec. 18. No employee, driver, dispatcher, agent, or representative is authorized to waive these terms, increase cargo liability, promise delivery by a particular time, accept extraordinary value, or modify payment responsibility unless the waiver or modification is in a written agreement signed by an authorized officer of Black Eagle Linehaul Services LLC before pickup.

Sec. 19. The shipper must use packaging, pallets, crates, blocking, bracing, temperature protection, seals, and labels reasonably sufficient for ordinary transportation and handling. Black Eagle Linehaul Services LLC is not responsible for concealed damage, loose packing, insufficient packaging, improper palletizing, weak cartons, weather exposure caused by shipper packaging choices, or damage resulting from load securement performed by the shipper, consignor, consignee, or their agents.

Sec. 20. For refrigerated, frozen, heated, or protected service, the shipper must state the required temperature range, commodity sensitivity, pre-cooling or pre-heating instructions, loading temperature, and monitoring requirements in writing before pickup and on the bill of lading. Unless expressly accepted in writing, Black Eagle Linehaul Services LLC does not guarantee product condition, shelf life, marketability, or internal product temperature.

Sec. 21. Residential, inside, liftgate, limited-access, port, airport, military, construction, school, government, trade show, storage facility, self-storage, farm, mine, pier, border, or after-hours pickup or delivery may require additional notice, time, equipment, permits, appointments, escorts, or charges. If site conditions make service unsafe or impractical, Black Eagle Linehaul Services LLC may refuse service, require alternate delivery, or charge for waiting, redelivery, or attempted service.

Sec. 22. Black Eagle Linehaul Services LLC may use subcontracted carriers, owner-operators, brokers, freight forwarders, warehouses, terminals, customs brokers, or other independent service providers when arranging or performing transportation. Such parties remain independent contractors, and no agency, partnership, joint venture, employment, or fiduciary relationship is created by this bill of lading.

Sec. 23. The shipper, consignee, broker, and customer represent that all information provided for the shipment is true, complete, and compliant with applicable federal, state, local, customs, safety, hazardous material, import, export, tax, and security requirements. The responsible party will indemnify and hold Black Eagle Linehaul Services LLC harmless from claims, fines, penalties, storage, delay, detention, seizure, inspection, taxes, duties, or costs resulting from inaccurate, incomplete, unlawful, or late information.

Sec. 24. If any charge, term, condition, or service requirement is disputed, all undisputed charges remain due and payable when billed. Offset, setoff, deduction, withholding, short payment, chargeback, or nonpayment because of a pending cargo claim is not permitted unless agreed in writing by Black Eagle Linehaul Services LLC.

Sec. 25. These terms are intended to supplement and not replace any mandatory rights or obligations imposed by applicable federal transportation law. To the extent a provision is preempted, prohibited, or unenforceable, it will be limited only to the minimum extent necessary, and the remaining terms will remain valid and enforceable.