THE Bohman

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JUNE, 2006

FEDEX REPORTED TO BE ACQUIRING WATKINS MOTOR LINES

The Sunday, May 21st edition of the LAKELAND (Florida) LEDGER, Lakeland's daily newspaper, included an article that said FedEx Corp. is buying Watkins Motor Lines. Watkins, a non-union carrier, is the largest privately-owned LTL carrier in the country, with annual revenue in 2005 reported to total in excess of $900 million. If FedEx Corp. purchases Watkins, which Watkins has denied will occur, it will be its second acquisition of an LTL carrier. It already owns FedEx Freight (formerly American Freightways and Viking Freight System), which ranked number one in revenues during 2006's first quarter among all individual LTL carriers. The purchase of Watkins would bring under FedEx's wing a strong long-haul LTL carrier, with good service into and out of Mexico. No announcement on whether or not a purchase will be consumated is expected before the first of June.

TRUCK TONNAGE FELL IN FEB. AND MARCH

After five months of increases, the American Trucking Associations Monthly Truck Tonnage Index fell in both February and March. In February it fell from January by 3.6%, while in March, truck tonnage fell another 3.2% from February. ATA's chief economist, Bob Costello,said he thought "the biggest reason for the drops in tonnage was inventory corrections by retailers, plus the fact that manufacturing production was strongest in the high-value, low-weight goods". Here are the monthly seasonally-adjusted tonnage indexes for the first quarter of this year:

January	- 118.
February	- 113.7
March	- 110.1

A day after the March index figure was released by the ATA, the Department of Commerce reported that gross domestic production for the first quarter strongly increased by 4.8%.

TRUCKLOAD CARRIERS SAW REVENUE PER LOADED MILE INCREASE

An analysis of first quarter 2006 earnings of 13 of the largest publically-traded truckload carriers showed that revenue per loaded mile increased to an average of $1.654 - or 6% - over the $1.56 per loaded mile in last year's first quarter. Not only were these carriers able to obtain strong compensation from fuel surcharges, but increases in basic freight rates as well. P.A.M. Transportation turned in the highest percentage gain in revenue per mile, excluding fuel surcharges, of 12.5%, while the lowest percentage gain of only 2% was reported by Knight Transportation. Universal Truckload Services and Landstar System had increases in revenue per loaded mile of 10.7% and 10.6% respectively, placing them in second and third place.

CENTRAL FREIGHT LINES POSTED A QUARTERLY LOSS

Central Freight Lines, a publically traded regional and interregional LTL carrier based in Waco, Texas, continued to operate in the red during its most recent quarter ending April 1. Its revenue of $78.9 million was down by 12%, while it suffered a significant loss of $10.3 million - and that came even after a gain of $2,034,000 from the sale of operating assets.

FEDEX LAUNCHES "EXPEDITED FREIGHT SERVICES"

This new service, inaugurated last month, was designed to help shippers whose freight requires faster delivery than is offered by its standard shipping services - FedEx Express, FedEx Freight and FedEx Custom Critical -; who are in need of an intransit upgrade for faster delivery; who have an ad-hoc need to move freight using various modes of transportation, or who just aren't sure which service to use. The new service enables customers to place one-call rather than two or three, and talk with a human being who is knowledgeable about all expedited options FedEx offers. Those FedEx customer service agents are able to give shippers the time-price-service options that can vary from a single plane emergency shipment, a deferred delivery of a regularly scheduled air shipment. According to Douglas G. Duncan, president and CEO of FedEx Freight-FedEx's LTL subsidiary - which oversees this new service,customers will save by contacting "Expedited Freight Services" because they tend to 'overbuy' freight services, particularly during peak periods. As consultant Tim Sailor said, "This may be a way for smaller shippers to seamlessly tap into all FedEx services."

NEW SERVICE CENTER OPENED BY KNIGHT TRANSPORTATION

Knight Transportation, a publically traded truckload carrier, announced it has opened a brokerage service center in Chicago - its fourth such center and its 29th service center overall. The brokerage center is operated Knight Brokerage, a subsidiary formed last year. Of the other 25 service centers in Knight's network, 22 are dry van and 3 are refrigerated. Kevin Knight, chairman and CEO, said "The development of our brokerage model strengthens our relationships with our customers, giving them options. It is also a less capital-intensive way for us to grow our business."

BILL OF LADING NEWS

COPY OF THE NEW NORTH AMERICAN FORM BILL OF LADING IS ENCLOSED

As we announced last month, on May 1, the trucking industry's National Classification Committee (NCC), approved the adoption of what is called the "North American Uniform Bill of Lading" (NABOL). It will be published in a supplement to the NATIONAL MOTOR FREIGHT CLASSIFICATION (NMFC) to become effective on July 22, 2006.

This new bill of lading will provide a standardized bill of lading for shipments moving between the United States, Canada and Mexico.

As most of you have probably not as yet seen what this new bill of lading looks like, we have reproduced it - two sheets printed on both sides - and are enclosing a copy with this month's issue. (The balance of the June issue is four pages long instead of our usual six pages.)

ARKANSAS BEST PLANS TO SELL ITS CLIPPER GROUP SUBSIDIARY

According to Arkansas Best Corp.'s chairman and CEO Robert A. Davidson, it has reached an agreement, in principle, to sell its intermodal freight forwarder and logistics company, Clipper Group. Clipper had revenue of $25.7 million in this year's first quarter. Davidson said Clipper, which it has owned since 1987, doesn't fit the company's main subsidiary, ABF Freight System. He said Clipper's three business units are performing well but are "not a synergistic fit with our company. We're not disappointed at all with Clipper.....It's probably worth more to someone else". The name of the company that is planning to purchase the Clipper Group has not as yet been made public.

DISCLOSES HOW IT WILL CUT FUEL EFFICIENCY BY 25%

Speaking at the May 1 annual meeting of the National Private Truck Council, Wal-Mart's senior vice president of Wal-Mart Transportation, Tim Yatsko, told the group that the trucks his company owns to deliver goods to its stores will be 25% more fuel efficient by the end of next year. Here are some of the ways that goal will be accomplished:

- Has banned idling since February 28
- Will have installed, by June, auxiliary power units on each of its 7,200 tractors. Those diesel-powered APUs provide heat, cooling and electrical power to the cab when the engine is turned off. Savings of $22.5 million a year.
- Will switch to more fuel-efficient tires. Fuel economy expected to be improved by 6%.
- Use of a fuel additive - Diesel Clean - which is expected to improve fuel economy by 1.6%.
- Adding side skirts to its trailers along with other aerodynamic enhancements. Expected to improve fuel economy by 6.5%.
- New, more aerodynamic 2007 model tractors are expected to add another 3% in fuel efficiency.

Yatsko said Wal-Mart is working with original equipment and component manufacturers to develop future improvement in fuel economy. Wal-Mart, the nation's largest retailer, is the nation's second largest private fleet operator next to Sysco Corp. It's fleet is composed of 7,200 tractors, 44,000 trailers. It employs 8,000 truck drivers and operates 117 distribution centers. One amazing statistic - its annual driver turnover rate is only 4%.

CLAIM TIP

MAKE SURE YOUR CORRUGATED OR SOLID FIBREBOARD BOXES COMPLY WITH MAXIMUM SIZE AND WEIGHT LIMITS FOR PRODUCTS THAT WILL BE SHIPPED IN THEM

If you're shipping via one of the nearly 1,000 LTL carriers that are party to the NATIONAL MOTOR FREIGHT CLASSIFICATION (NMFC),don't overlook that fact that the corrugated fibreboard boxes you use to package your products must be in full compliance with the provisions of Item (Rule) 222 - SPECIFICATION FOR FIBREBOARD BOXES, CORRUGATED OR SOLID.

Sec. 3 of that rule sets forth, in Tables A and B, the maximum allowable shipping weight (of box and contents in lbs.) and the maximum allowable dimensions (length, width and depth, in inches), for singlewall, doublewall, triplewall corrugated fibreboard, and solid fibreboard. Table A gives the minimum allowable bursting strength of the box, while Table B sets forth the minimum allowable edge crush test. That information must be shown on the box manufacturers certificate found in Item (Rule) 222-1.

Should damages occur in transit and a subsequent inspection is made by the carrier, any claim that may be subsequently filed will almost certainly be denied if it is determined that the box or boxes were not in compliance with Sec. 3 of Item 222, Tables A or B.

DIESEL FUEL PRICES DROPPED SLIGHTLY IN MAY

Through the first four weeks of May (we're going to press before the May 29 average prices are released on May 30), the national average price for a gallon of diesel fuel fell by 8 tenths of a cent per gallon, closing on May 22 at $2.888 per gallon. Average prices fell in three regions of the U.S. - East Coast, Midwest and Gulf Coast - plus in the Lower Atlantic subregion. In the Central Atlantic subregion, prices remained unchanged. Out West, however, didn't fare very well. Prices in the Rocky Mountain region tacked on 1.2 cents per gallon, while in the West Coast region and the California subregion, average prices rose by over 7 cents per gallon. One good sign was that between May 15 and May 22, average prices fell in every region and subregion of the U.S. Listed below are the week-by-week national, regional and subregional average prices for the first four weeks of May, as compiled every Monday by the Energy Information Administration, based on reports from 350 self-service diesel fuel stations scattered throughout the country:

	WEEK BEGINNING				$ AND ¢
REGION	May 1, 2006	May 8, 2006	May 15, 2006	May 22, 2006	CHANGE DURING PERIOD
NATIONAL	$2.896	$2.897	$2.920	$2.888	-0.8¢
EAST COAST	$2.892	$2.884	$2.907	$2.877	-1.5¢
NEW ENGLAND	$2.979	$2.972	$3.003	$2.982	+0.3¢
CENTRAL ATLANTIC	$2.987	$2.983	$3.014	$2.987	0.0¢
LOWER ATLANTIC	$2.843	$2.834	$2.853	$2.820	-1.3¢
MIDWEST	$2.853	$2.841	$2.870	$2.836	-1.7¢
GULF COAST	$2.832	$2.814	$2.829	$2.801	-3.1¢
ROCKY MOUNTAIN	$3.012	$3.054	$3.074	$3.024	+1.2¢
WEST COAST	$3.029	$3.180	$3.192	$3.175	+7.7¢
CALIFORNIA	$3.163	$3.244	$3.242	$3.234	+7.1¢

On the spot market, closing prices for June contracts of benchmark West Texas Intermediate Crush crude oil opened the month of May at $71.89 a barrel and closed on May 22 at $69.23 a barrel. The low price during that period was $68.54 a barrel at the close of the market on May 19, while the high was $74.62 on May 2 - a range of $6.08 a barrel.

POSTAL RATES ARE GOING UP NEXT YEAR

Faced with a projected net loss of $2 billion for its fiscal year ending September 30, the U.S. Postal Service (USPS) is seeking to increase its rates by an average 8.5%. The higher rates, needed to cover rising fuel costs, operating expenses and pension obligations, would go into effect as early as May, 2007. Here are some of the increases they are proposing:

- First-class stamp - up from current 39 cents to 42 cents, an increase of 7%.
- Priority Mail - an increase of 14%.
- Express mail - would rise by 13%.
- Charges on periodicals - up by 12%.

The proposed increases must be reviewed by the Federal Postal Commission; however, its approval is not required for the rate hikes to be implemented. One new feature, to be called a "forever" stamp, would allow the purchase of 42 cent stamps for a certain period and those stamps would remain valid regardless of how high the first-class rate increased after that period. It would ease the impact of any future rate increases, giving postal users time to stock up on large quantities in advance. First class mail, which generates about half of the USPS revenue, was down by 4.3% in its fiscal first quarter ending December 31, 2005.

NORTH AMERICAN UNIFORM THROUGH BILL OF LADING

NON-NEGOTIABLE

INTERMODAL CERTIFICATION

No.

PRO number and/or bar code label

Shipper:
address:
city: __________ state/prov: ________ country: ________ zip code: ________
contact:
telephone: __________ fax: __________
e-mail:

Consignor:
address:
city: __________ state/prov: ________ country: ________ zip code: ________
contact:
telephone: __________ fax: __________
e-mail:

Consignee:
address:
city: __________ state/prov: ________ country: ________ zip code: ________
contact:
telephone: __________ fax: __________
e-mail:

Receiver (if other than Consignee):
address:
city: __________ state/prov: ________ country: ________ zip code: ________
contact:
telephone: __________ fax: __________
e-mail:

Customs Broker/Forwarding Agent:
address
city: __________ state/prov: ________ country: ________ zip code: ________
contact
telephone __________ fax: __________
e-mail

Customs Broker/Forwarding Agent
address:
city: __________ state/prov: ________ country: ________ zip code: ________
contact:
telephone: __________ fax: __________
e-mail:

Bill to:
address:
city: __________ state/prov: ________ country: ________ zip code: ________
contact:
telephone: __________ fax: __________
e-mail:

NON-RECOURSE: (allowed on freight collect shipements only) Subject to Article 3 of the Terms & Conditions on the reverse side hereof, if the Goods are to be delivered without recourse to the Shipper, the Shipper shall sign the following statement.

The Contracting Carrier may decline to make delivery of the Goods without payment of freight and all other lawful charges.

Signature __________

Shipper's Reference number:

Additional bar code label

Routing Instructions (use continuation page if necessary):

Contracting Carrier:
address:
city: __________ state/prov: ________ country: ________ zip code: ________
Carrier code: __________ equipment no: __________
contact:
telephone: __________ fax: __________
e-mail:

Performing Carrier:
address:
city: __________ state/prov: ________ country: ________ zip code: ________
Carrier code: __________ equipment no: __________
contact:
telephone: __________ fax: __________
e-mail:

Special Instructions:

Emergency response contact for hazardous materials and dangerous goods:

TELEPHONE: __________

[ ] **Carrier has received written emergency response instructions:**

[ ]Contracting Carrier [ ]Performing Carrier

Initials of driver or Contracting Carrier's authorized representative: __________

[ ] **Appropriate placards offered to and/or received by Performing Carrier:**

Driver's Initials: __________

Payment Method: __________ **Prepaid unless otherwise indicated**

[ ] Collect

[ ] Prepaid to __________ (place) and collect beyond

C.O.D. Amount:

Specify Currency: [ ]US$ [ ]MX$ [ ]CDN$

Acceptable form(s) of payment: __________

C.O.D. collection fee: [ ]prepaid [ ]collect

The Good's described in this Bill of Lading are received subject to individually determined rates or contracts that have been agreed upon in writing between Contracting Carrier and Shiper, if applicable, otherwise to the rates, classifications, and rules that have been established by Contracting Carrier and are available to Shipper on request. Such rates, classifications and rules are incorporated herein by reference. Unless otherwise governed by a separate written agreement, this Bill of Lading, including the Terms and Conditions on the reverse hereof, constitutes the contract of carriage between Contracting Carrier and Shipper.

NOTICE: LIMITATION OF LIABILITY— Unless otherwise governed by a separate written agreement, the extent of Contracting Carrier's liability for loss. damage, delay in delivering, or failure to deliver the Goods described in this Bill of Lading is determined by the applicable law (except the law of conflicts) of the first country in which the first Performing Carrier takes physical possession of all or any part of the Goods.

If the first country is Mexico, Contracting Carrier's liability is limited to the equivalent of fifteen (15) times the minimum daily wage then in effect in the Federal District of Mexico, per metric ton or the proportional part thereof, unless the Shipper has declared a higher value on the front of this Bill of Lading and paid the corresponding charges.

If the first country is Canada, Contracting Carrier's liability for loss or damage shall not exceed 4.41 CDN$ per kilogram computed on the Total Weight of the Goods, Pallets/Dunnage supplied by the Shipper unless the Shipper declares a higher value on the front of this Bill of Lading (see Article 8 of the Terms and Conditions on the reverse side hereof).

If the first country is the United States, Contracting Carrier is liable for the actual value of the Goods unless otherwise agreed in writing. Provided that, Contracting Carrier may, pursuant to Article 3.1 of the Terms and Conditions on the reverse side hereof, have limitations applicable to this Bill of Lading in classifications, contracts or tariffs.

The Shipper is advised to inquire of the Contracting Carrier in this regard, and the Contracting Carrier shall furnish its liability terms on request.

NOTICE OF CLAIM: requirements placing time limits on claims for loss, damage or delay in delivery of the Goods are found in Articles 9 and 10 of the Terms and Conditions on the reverse side hereof.

DECLARED VALUE (specify currency): [ ]US$ [ ]MX$ [ ]CDN$

Goods requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure transportation with ordinary care.

I (Shipper) hereby declares that the contents of this consignment are fully and accurately described herein by the proper shipping name, and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. Shipper also makes an INTERMODAL CERTIFICATION, if applicable.

Signature of Shipper: __________ **Date:** __________

Signature Contracting Carrier: __________ **Date:** __________

Signature of Mexican Performing Carrier in joint carriage: __________ **Date:** __________

NORTH AMERICAN UNIFORM THROUGH BILL OF LADING

NON-NEGOTIABLE

INTERMODAL CERTIFICATION

BOL or PRO No. ____________________ Page____ of __________

No. of packages	Kind of package	Hazardous Material	Description of Goods – Special Marks, Numbers, Nature of Goods (Subject to Correction)	NMFC	Actual Weight of Goods [ ]Kgs or [ ]Lbs. (Subject to Correction)

Specify Currency: [ ]US$ [ ]MX$ [ ]CDN$		**Total Weight of Goods** (Subject to Correction)	________
freight charges:	$__________	**Weight of Pallets/Dunnage:** Shipper supplied	________
surcharges	$__________	Performing Carrier supplied	________
handling	$__________	**Total Weight of Shipment**	________
other	$__________		
Mexican IVA if applicable	$__________	Tax Identification Number (if required)	
TOTAL	$__________		

Goods described above received by first Performing Carrier in apparent good order and condition, except as noted (contents and condition of packages unknown)

Date of first Performing Carrier taking physical possession of the Goods: ______________________________

Number of packages received ______________ Seal numbers: ______________________

Signature of driver or other Contracting Carrier representative: ______________________________

Goods received in apparent good order and condition except as otherwise noted hereon.

Signature of Consignee: ______________________ Number of packages received: ______________________

Date: ____

Exceptions:

NORTH AMERICAN UNIFORM THROUGH BILL OF LADING TERMS

Article 1: Through Bill of Lading

1.1 This Bill of Lading shall be deemed to be a through bill of lading governing transportation of the Goods from the point of their pickup in the first country in which the first Performing Carrier takes physical possession of all or any part of the Goods as shown in this Bill of Lading to the last point of delivery by a single Performing Carrier or successively by separate Performing Carriers or modes of transport.

1.2 A Performing Carrier's signature hereon constitutes issuance of this Bill of Lading.

Article 2: Definitions

2.1 For purposes of this Bill of Lading, the following words and phrases shall have the following meanings:

2.1.1 Contracting Carrier: The person who contracts to transport, either directly or indirectly, the Goods, as evidenced by this Bill of Lading.

2.1.2 Performing Carrier: Any person who performs any part of the transport of the Goods, including the "Contracting Carrier" if applicable.

2.1.3 Consignee: The person named in this Bill of Lading to whom the Goods may lawfully be delivered. The "Consignee" may or may not also be the Receiver.

2.1.4 Consignor: The person(s) named in this Bill of Lading to provide or make available to the Contracting Carrier the Goods for transport. The "Consignor" may or may not also be the Shipper.

2.1.5 Goods: Any commodity or article that is transported, excluding any pallets/dunnage.

2.1.6 Person: For purposes of these definitions, "Person" includes individuals, corporations, partnerships or other business entities recognized by law in the country in which they are organized.

2.1.7 Receiver: The person(s), if other than the Consignee, named in this Bill of Lading to whom the Performing Carrier is instructed to make physical delivery of the Goods.

2.1.8 Shipper: The person who enters into the contract of carriage with the Contracting Carrier as evidenced by this Bill of Lading. The "Shipper" may or may not also be the Consignor, the Consignee, or the Receiver.

2.1.9 Writing: Includes, but is not limited to, a written document, a telegram, telex, telephonic facsimile (fax), electronic data interchange or a document created or transferred by electronic means.

2.2 Any Contracting Carrier, Performing Carrier, Shipper, Consignor, Consignee, or Receiver shall be liable for the acts or omissions of their respective agents, representatives, or any other person of whose services they make use for the performance of their obligations or the exercise of their rights under this Bill of Lading.

Article 3: Rates or Contracts

3.1 The Goods described in this Bill of Lading are received subject to individually determined rates or contracts that have been agreed upon in writing between Contracting Carrier and Shipper, if applicable, otherwise to the rates, classifications and rules that have been established by Contracting Carrier and are available to Shipper on request.

3.2 Shipper or Consignee shall be liable for the payment of the freight and all other lawful charges, except that collect shipments may move without recourse to Shipper when Shipper so stipulates by signature or endorsement in the space provided for that purpose on the face of this Bill of Lading. Nevertheless, Shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed based upon incomplete or incorrect information provided by Shipper.

3.3 Nothing herein shall limit the right of Contracting Carrier either to extend credit or to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of Goods shipped or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based upon the Goods actually shipped.

Article 4: Undertakings

4.1 Contracting Carrier agrees to transport the Goods to the designated place(s) of delivery using such Performing Carriers (excluding carriers by water) as necessary for interline and/or interchange purposes.

4.2 Shipper agrees to pay Contracting Carrier in accordance with Article 3 of this Bill of Lading.

Article 5: Basis of Liability

5.1 Contracting Carrier shall be liable for any loss of or damage to the Goods and for delay in delivering or failure to deliver the Goods occurring while the Goods are in Contracting Carrier's charge, as defined in Article 8 of this Bill of Lading, unless Contracting Carrier proves that the loss, damage, delay or failure is due to any of the following causes:

5.1.1 Force majeure;

5.1.2 Public enemy;

5.1.3 Inherent vice or defect of the Goods, including natural shrinkage of the Goods;

5.1.4 Act or omission of Shipper, Consignor, Consignee or Receiver;

5.1.5 Force of law or government, including but not limited to embargo; or

5.1.6 Contracting Carrier's or Performing Carrier's compliance with respect to instructions that have been expressly entered on this Bill of Lading by the Shipper, Consignor, Consignee, Receiver or on their behalf.

Contracting Carrier may avail itself of the causes listed in section 5.1 only if Contracting Carrier or Performing Carrier negligence did not contribute to the loss of, or damage to, or delay in the delivery of, the Goods.

5.2 In no case shall the liability of Contracting Carrier for any loss or damage to the Goods exceed the actual value of the Goods, plus the freight and other costs if paid.

5.3 In the event of joint carriage, Contracting Carrier and the delivering Performing Carrier shall be jointly and severally liable to all persons entitled to recover under this Bill of Lading regardless of the place in which the loss of or damage to the Goods or the delay in delivering or failure to deliver the Goods occurs or is caused. Contracting Carrier and/or the delivering Performing Carrier is entitled to recover from any other carrier that was in physical possession of the Goods at the time of their loss, damage, delay or non-delivery, for the amount required to be paid for the loss, damage, delay or non-delivery, as evidenced by a receipt, judgment, or transcript, and the amount of its expenses reasonably incurred in defending the claim.

5.4 Delay in delivery occurs when the Goods have not been delivered within the time expressly agreed upon in writing or, in the absence of such written agreement, within the time which it would be reasonable to require of a diligent carrier, having regard to the circumstances of the case. Except as set forth in the preceding sentence, neither the Contracting Carrier nor any Performing Carrier is required to transport the Goods by a particular schedule or in time for a particular market.

5.5 If the Goods have not been delivered within thirty (30) consecutive days following the date of delivery expressly agreed upon in writing, the Goods may be treated as lost. In the absence of such an expressly agreed upon delivery date, if the Goods have not been delivered within sixty (60) consecutive days following the date on which the first Performing Carrier took physical possession of the Goods, the claimant may treat the Goods as lost.

Article 6: Limitations on Carrier Liability

6.1 Subject to the law of the first country in which the first Performing Carrier takes physical possession of all or any part of the Goods, Shipper and Contracting Carrier may agree in writing to increase or decrease the limitation of liability of Contracting Carrier.

6.2 If the first country in which the first Performing Carrier takes physical possession of all or any part of the Goods is Canada:

6.2.1 Valuation: subject to subsection 6.2.2, the amount of any loss or damage to the Goods for which Contracting Carrier is liable, whether or not the loss or damage results from negligence, shall be computed on the basis of:

6.2.1.1 the value of the Goods at the place and time of shipment including the freight and other costs if paid; or

6.2.1.2 where a value lower than that referred to in subsection 6.2.1.1 has been represented in writing by Shipper or has been agreed upon, such lower value shall be the maximum liability.

6.2.2 Maximum liability: the amount of any loss or damage computed in accordance with the provisions of subsections 6.2.1.1 or 6.2.1.2 must not exceed CDN$ 4.41 per kilogram, depending on the Total Weight of the Goods, pallets and dunnage supplied by Shipper, unless Shipper has declared a higher value on page 1 of this Bill of Lading.

6.3 If the first country in which the first Performing Carrier takes physical possession of all or any part of the Goods is Mexico, Contracting Carrier's liability is limited to the equivalent of fifteen (15) times the minimum daily wage then in effect in the Federal District of Mexico, per metric ton or the proportional part thereof, unless Shipper has declared a higher value on the front of this Bill of Lading and paid the corresponding charges.

6.4 If the first country in which the first Performing Carrier takes physical possession of all or any part of the Goods is the United States, Contracting Carrier is liable for the actual value of the Goods unless otherwise agreed in writing. Provided that Contracting Carrier may, pursuant to section 3.1, have limitations applicable to this Bill of Lading in classifications, contracts or tariffs. Shipper is advised to inquire of Contracting Carrier in this regard, and Contracting Carrier shall furnish its liability terms on request.

Article 7: Voluntary Acts: Loss of Limitation of Liability

7.1 No Contracting Carrier or Performing Carrier is entitled to the benefit of any limitation of liability, otherwise applicable, if it is proved that the loss or damage was caused by any Contracting Carrier's or Performing Carrier's conversion of the Goods to its own use.

Article 8: Period of Responsibility

8.1 The responsibility of Contracting Carrier for the loss, damage, delay in delivering or failure to deliver the Goods under this Bill of Lading covers the period from the time Contracting Carrier takes charge of the Goods to the time of delivery.

NORTH AMERICAN UNIFORM THROUGH BILL OF LADING TERMS

8.2 For the purpose of this Article, Contracting Carrier is deemed to be in charge of the Goods:

8.2.1 From the time Contracting Carrier, or the first Performing Carrier if other than Contracting Carrier, has taken physical possession of the Goods from:

8.2.1.1 The Consignor; or

8.2.1.2 An authority or third party from whom, pursuant to law or regulations applicable at the place of taking in charge, Contracting Carrier, or the first Performing Carrier if other than Contracting Carrier, must take possession of the Goods for transport;

8.2.2 Until the time Contracting Carrier, or a Performing Carrier if other than Contracting Carrier, has delivered the Goods:

8.2.2.1 By handing over physical possession of the Goods to Consignee or Receiver;

8.2.2.2 In cases where the Consignee or Receiver does not receive the Goods from Contracting Carrier, or from a Performing Carrier if other than Contracting Carrier, by placing them at the disposal of Consignee or Receiver in accordance with this Bill of Lading or with the law or with the usage of the particular trade applicable at the place of delivery; or

8.2.2.3 By handing over physical possession of the Goods to an authority or other third party to whom, pursuant to law or regulations applicable at the place of delivery, the Goods must be handed over.

Article 9: Notice of Loss or Damage to Goods

9.1 If loss of or damage to the Goods is apparent at the time of delivery — Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing to the Contracting Carrier not later than the next working day (as defined in the country of the delivery of the Goods) after the day when the Goods were delivered, such delivery is prima facie evidence of the delivery by Contracting Carrier of the Goods as described in this Bill of Lading.

9.2 If loss or damage to the Goods is not apparent at the time of delivery — The provisions of section 9.1 apply correspondingly if notice in writing is not given on or before the first working day (as defined in the country of the delivery of the Goods) following the expiration of fifteen (15) calendar days after the day when the Goods were delivered to Consignee or Receiver.

9.3 Unless Contracting Carrier is given written notice of the delay in delivery of the Goods (as defined in section 5.4) not later than the next working day (as defined in the country in which delivery should have been made) following the day on which delivery should have been made, it shall be rebuttably presumed that timely delivery was made.

Article 10: Time Limitations for Filing Claims and/or Suits for Loss, Damage or Delay in Delivery of Goods

10.1 If the first country in which the first Performing Carrier takes physical possession of all or any part of the Goods is either the United States or Mexico, any action under this Bill of Lading shall be time-barred unless notification in writing, stating the nature and main particulars of the claim, has been given to Contracting Carrier within nine (9) months after the date when the Goods were delivered. The limitation period commences on the day after the day on which the last Performing Carrier has delivered the Goods or part thereof, or, where the Goods have not been delivered, the date of delivery as expressly agreed upon, and, in the absence of an expressly agreed upon delivery date, the date on which the first Performing Carrier took physical possession of the Goods.

10.2 If the first country in which the first Performing Carrier takes physical possession of all or any part of the Goods is Canada:

10.2.1 No Contracting or Performing Carrier is liable for loss or damage to the Goods or delay in delivering the Goods unless notice setting out particulars of the origin, destination, date the first Performing Carrier took physical possession of the Goods, and the estimated amount claimed in respect of such loss, damage or delay in delivering is given in writing to Contracting Carrier within sixty (60) days after the last Performing Carrier has delivered the Goods, or, in case of failure to deliver, within nine (9) months from the date the first Performing Carrier took physical possession of the Goods.

10.2.2 The final statement of the claim, together with proof of payment of the freight charges, must be filed within nine (9) months of the date the first Performing Carrier took physical possession of the Goods.

10.3 Any action under this Bill of Lading shall be time-barred unless a civil action has been instituted within a period of two (2) years from the date of Contracting Carrier's declination of the claim, or within such longer period as may be prescribed by applicable law. This time period may be tolled if the parties expressly agree to pursue alternative dispute resolution pursuant to section 11.2, or for other reasons as permitted by law.

Article 11: Jurisdiction and Resolution of Claims

11.1 Actions based on this Bill of Lading may be instituted, at the option of the plaintiff, before the courts of the jurisdiction:

11.1.1 In which the defendant has its domicile or habitual place of residence, its principal place of business or in which the branch, agency or affiliate through which this Bill of Lading was issued is located;

11.1.2 In which Contracting Carrier took charge of the Goods, as defined in Article 8;

11.1.3 In which the place designated for delivery of the Goods is located; or

11.1.4 In which the loss, damage, delay in delivery or failure to deliver occurred.

11.2 The parties may agree to submit to alternative dispute resolution any differences that may arise or have arisen between them.

Article 12: Undelivered Goods

12.1 If, through no fault of Contracting Carrier or a Performing Carrier, the Goods cannot be delivered, Contracting Carrier or a Performing Carrier shall use its best efforts to immediately notify Shipper and either Consignee or Receiver as named on this Bill of Lading that delivery cannot be made and request instructions. Notification may be made by telephone, but must be confirmed in writing. Until Contracting Carrier or Performing Carrier receives instructions from Shipper, Consignee or Receiver, Contracting Carrier or Performing Carrier may store the Goods in a commercially reasonable manner in a facility of Contracting Carrier or Performing Carrier, subject to a reasonable charge for storage made known to Shipper or a party otherwise responsible for the freight charges. If Contracting Carrier or Performing Carrier has notified Shipper and either Consignee or Receiver of this intention, the Goods may be removed and stored in a commercially reasonable manner in an appropriate facility, subject to a reasonable charge, at the expense of Shipper or a party otherwise responsible for the freight charges.

12.2 If a notice has been given by Contracting Carrier or Performing Carrier pursuant to section 12.1 of this Article, and no instructions have been received within fifteen (15) working days from the date of such notice, or such other period required by law, Contracting Carrier or Performing Carrier may:

12.2.1 Return to Shipper, at Shipper's expense, all undelivered shipments for which such notice has been given; or

12.2.2 Retain and sell the Goods as provided by local law, apply the proceeds to the freight and storage charges and other related expenses, and remit any balance to Shipper.

Article 13: Salvage Retention

13.1 Consignee or Receiver shall retain damaged Goods and shipping containers until Contracting Carrier takes possession as salvage. Contracting Carrier shall take possession of the damaged Goods within thirty (30) days from the date Contracting Carrier has been requested to remove the Goods from Consignee's or Receiver's premises if the record conclusively reflects Contracting Carrier liability and the parties have agreed that Contracting Carrier will handle disposition of the salvage.

Article 14: Diversion or Reconsignment

14.1 Neither Contracting Carrier nor any Performing Carrier shall divert or reconsign the Goods except upon written amendment of this Bill of Lading by Shipper with the consent of the Contracting Carrier, which shall not be unreasonably withheld. Any expenses incurred as a result of diversion or reconsignment shall be borne by Shipper.

Article 15: Stoppage in Transit

15.1 If the Goods are stopped in transit at the request of the party entitled to so request, the Goods are held, in a commercially reasonable manner, at the risk of that party.

Article 16: Severability

16.1 In the event any phrase, clause, sentence, or other provision contained in this Bill of Lading violates any applicable statute, ordinance, or rule of law, the same shall be ineffective to the extent of such violation without invalidating any other provision of this Bill of Lading.

Article 17: Governing Law

17.1 Except as otherwise specified in this Bill of Lading, all issues and questions concerning the construction, validity, performance, enforcement and interpretation of this Bill of Lading shall be governed by, and construed in accordance with, the laws of the first country in which the first Performing Carrier takes physical possession of all or any part of the Goods, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction.

17.2 Pursuant to 49 U.S.C. §14101(b)(1), Contracting Carrier, each Performing Carrier, and Shipper hereby waive all rights and remedies to the extent allowed under 49 U.S.C. Subtitle IV, Part B, except as otherwise specified in this Bill of Lading.

Article 18: Signatures

18.1 The parties agree that any signature on this Bill of Lading may appear handwritten, printed in facsimile, perforated, stamped in symbols or registered in any given mechanical or electronic means authorized by law. The parties agree to be bound hereby the same as if they had physically handwritten their signature.

Article 19: Governing Language

19.1 This Bill of Lading is available in English, French and Spanish versions. In the event of any conflict between the texts of the versions of this Bill of Lading, the English version shall prevail.