ALOHA FREIGHT
POLAR FREIGHT

UNIFORM STRAIGHT

BILL OF LADING

ORIGINAL—NOT NEGOTIABLE

CALIFORNIA
21750 Arnold Center Rd.
Carson, CA 90810
Phone (310) 631-6116

WASHINGTON
448 E. 18th St.
Tacoma, WA 98421
Phone (253) 292-3776

pickup@alohafreight.com

FROM (SHIPPER): Zip:
Street:
City, ST: **Zip:**
Phone:

Carrier Freight Bill Number:

Click to Reset Form

TO: Aloha Freight Forwarders
Street: 448 E. 18th St.
City: Tacoma, WA 98421
Phone: (253) 292-3776

Shipper Reference:

Purchase Order:

Other Reference:

Aloha Quote:

FINAL DESTINATION (CONSIGNEE):
NAME:
Street:
City, ST: **Zip:**
Phone:

FOR FREIGHT COLLECT SHIPMENTS:
If This shipment is to be delivered to the consignee, without recourse on the shipper, the shipper shall sign the following statement: The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges:

Signature of Shipper:

Freight Terms: ☐ **Prepaid** ☐ **Collect** ☐ **Third Party**
Third Party Name:
Address:
City, ST: **Zip:**

Handling Units	Packages & Type	HM	Description of Articles, Marks, Exceptions and Special Instructions (Weights and Measures Subject to Correction)	Weight	Cube

Personal Effects: Carrier liability for any part of a personal effects shipment is limited for loss or damage. These items are deemed to be used and carrier is not aware of their actual condition within the packaging or the manner in which they are packed. Carrier liability is maximum $.10 per pound.

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

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, the property described above, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as shown above, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof (which are also noted on our website at www.alohafreight.com/BLterms), which are hereby agreed to by the shipper and accepted for himself and his assigns.

Shipper Certification: 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: Date:

Carrier Certification: Carrier Acknowledges receipt of packages. Required placards and emergency response information was made available if required for this shipment.

Units:

Carrier: Date:

ALOHA FREIGHT FORWARDERS
UNIFORM STRAIGHT BILL OF LADING TERMS AND CONDITIONS

Failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipment held pursuant to California Civil Code 3051.5 and Hawaii Statute 271-28.5. In the event collection action is necessary to collect freight charges, all costs of collection may be recovered by the prevailing party.

Sec. 1. (a) The carrier shown as transporting the property described in this bill of lading shall be liable as at common law for any loss or damage to the shipment, except as provided herein.

(b) No carrier shall be liable for any loss or damage or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of the shipper, riots or strikes, or any related causes. Except in the case of negligence of the carrier, the carrier shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway, bridge or ferry; or from a defect or vice in the property. The burden to prove carrier negligence is on the shipper.

Sec. 2. Unless arranged or agreed to in writing or electronically prior to shipment, carrier is not bound to deliver a shipment by a particular schedule or in time for a particular market, but will transport the shipment in the regular course of its providing transportation services. In the case of physical necessity while in transit, carrier may forward the shipment via another carrier or mode.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed electronically or in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on the line of which the alleged loss or damage occurred. When claims are not filed or a civil action is not filed within the time limits set forth below, the carrier shall not be liable and such claims will not be paid.

(b) Claims for damage must be filed with the carrier not more than nine (9) months from the date of delivery (or in the case of export traffic, not more than nine (9) months after delivery at the port of export, or in the case of import traffic, not more than nine (9) months after pickup at the place of tender). Claims for loss must be filed with the carrier not more than nine (9) months from the date of the bill of lading.

(c) A civil action for loss or damage must be filed not more than two (2) years after the date the carrier has given electronic or written notice that it has disallowed all or any part of the claim specified in the notice.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the shipper or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by mail, telephonic, or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will issue a second and final notification by mail, telephonic, or electronic communication. Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days of that notification, carrier has the right to offer the shipment for sale, and carrier may sell the property under such circumstances as may be authorized by law. The amount received from the sale will be applied first to the carrier's invoice for transportation, storage and other lawful charges, including those incurred by the carrier in selling the goods. The owner will be responsible for the balance of any charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses owing to the carrier are paid, such balance will be paid to the owner of the property sold, subject to a claim and proof of ownership.

(c) When perishable goods cannot be delivered and disposition instructions are not given within a reasonable time, the carrier may dispose of the property in a manner that the carrier deems best serves its disposition.

d) When a carrier is directed by consignee or shipper to unload or deliver property at a destination where shipper, consignee, or the agent of either, is not usually located, after unloading or delivery the risk of loss or damage is not that of the carrier, but is assumed by the shipper or consignee.

Sec. 5. (a) Where a lower value than the actual value of the property has been stated in writing by the shipper on the bill of lading, or is established in the carrier's tariff upon which the rate to be charged is based, such lower value shall be the maximum amount recoverable for loss or damage.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The shipper or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected as specified in 49 U.S.C. §13710, except that collect shipments may move without recourse to the shipper when the shipper so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the 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 the shipper.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of the articles, including weight or density of shipment, or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers. The ocean carriers serving Hawaii participate in COGSA. They strictly limit their liability for loss or damage to $500 ($1000 in certain cases).
See Matson **tariff here.**

Sec. 10. Shipments of Personal Effects are limited for loss or damage to $0.10 per pound. Shipments of new furniture in cartons or HVAC commodities are limited to $5.00 per pound. Glass or slab shipments are limited to $0.50 per pound. Concealed damage will not be covered under any circumstance. The maximum release value for all commodities is $1,000 total per shipment. Other restrictions may be found at **www.alohafreight.com/valuelimits**.

Sec. 11. For an additional fee, "Declared Value Coverage" may be purchased prior to scheduling a shipment. The declared value must be known, agreed upon, and paid, prior to scheduling said shipment. Concealed damage will not be covered as stated in Section 10 above.