

Packaging provided by Shipper conforms to specifications of manufacturer and is accepted by Carrier as complying with Carrier requirements to transport goods hereunder in good order.

MOTOR CARRIER STRAIGHT BILL OF LADING - LONG FORM

ORIGINAL - NOT NEGOTIABLE

Shipper's No. _____

NAME OF CARRIER:

Received, subject to agreement of a shipment specific rate, if none exists, then as otherwise agreed between shipper or broker/third party and carrier, and, if none exists, then as contained in applicable motor carrier tariffs maintained subject to 49 USC §13710(a).

at

From LAKESIDE FOODS, INC.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier agrees to carry to destination or otherwise to deliver to another carrier on the route to said destination.

Broker or Third Party routings. Any contract or other arrangement for payment for carrier's transportation by a motor carrier broker, freight forwarder, consignee or other party than Shipper/Consignor shall be without recourse to Shipper as provided under Section 7 of this bill of lading except that Shipper shall have no payment or indemnity obligations in any event.

Shipper and Carrier certify that each has read the terms of this bill of lading and each is familiar with those terms and conditions, including those on the back hereof, that each is bound by those terms, and that each waives any rights under the Interstate Commerce Act pursuant to 49 USC §14101(b), the Uniform Commercial Code or other statute or regulation (to the extent allowed) that infringe or modify such terms and conditions.

Consigned to _____

Destination _____ **State** _____

(Mail or street address of consignee - for purposes of notification only.)

Delivering Carrier _____ **Trailer No.** _____ **Seal No.** _____

CASES	DESCRIPTION	WEIGHT
		Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
		_____ (SIGNATURE OF CONSIGNOR)
		Freight Charges are prepaid unless arranged by Broker or other Third Party or subject to Section 7.
		Value of Property shall be FULL VALUE unless carrier and Shipper or Broker/Third Party agree to liability limitation for loss, damage or delay as follows: Election of less than FULL VALUE subject to 49 USC § 14706(c)(1)(A)&(B).

Pallet Type _____ Pallets In _____ Pallets Out _____

Temperature control, Special Handling or Stowage Requirements:

Temperature Control, minimum _____ °F, maximum _____ °F

Special Handling or Stowage _____

Carrier Receipt For Shipment

Consignee Receipt For Shipment

(Name) (Date & Time)

(Name) (Date & Time)

LAKESIDE FOODS, INC.,

Permanent post-office address of shipper: 808 Hamilton St., Manitowoc, WI 54220

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession 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; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

(c) Carrier shall not be liable for damage or loss of a seal on a shipment or loss or damage to cargo due to inspection or discharge of cargo when caused by government authority, such as an agent of Homeland Security, unless carrier shall fail to immediately reseal (if sealed) after inspection or act negligently during and after the inspection of cargo causing loss or damage to the cargo and also fail to notify shipper or broker/third party arranging the shipment inspected immediately with a concomitant duty to follow any direction of the responsible shipper or broker/third party; provided, carrier's duties immediately prior and subsequent to control of the shipment by government authority shall be as set forth in 1(a) above.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular, schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier. Any claim for loss, damage or delay shall be for a lower value than actual value plus freight charges only when the lower value is agreed upon in writing on this specific shipment prior to commencement of the shipment.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time or an agreed time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any 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, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

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 consignor or consignee, the carrier's liability shall then become that of a warehouseman; provided, that carrier shall always provide 2 hours free time for loading or unloading as a carrier and not as a warehouseman and detention charges, as a carrier and not as a warehouseman, thereafter shall never exceed \$600 per each 24 hours following the lapse of free time. Carrier shall promptly attempt to provide notice, by 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, as a warehouseman, 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 attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or third party or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value 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 consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor 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 consignor and not by a grocer or third party arranging this shipment.

(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 articles 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. This bill of lading is for motor carrier transportation by carrier and, if carrier uses other modes in substitution for carrier's services, carrier shall be deemed bound by the terms of this bill of lading and carrier shall be deemed to have utilized other modes, such as rail intermodal or water carriage, under a separate bill of lading or other contract arrangement that shall not vary carrier's direct and continuing obligations under this bill of lading.