

### **Additional Terms and Conditions**

In addition to the provisions of any tariff or contract governing the transportation described by this shipping document; the following terms and conditions shall apply to the subject transportation:

**Bill of Lading Terms and Conditions:** Shipper hereby certifies that it is familiar with and agrees to be bound by the Terms and Conditions of the Uniform Straight Bill of Lading applicable to the transportation described by this document, whether such transportation is performed by air, by ocean-going vessel, by motor carrier or by rail, unless such terms and conditions are inconsistent with those set forth herein.

**Released Value:** Unless a greater value is declared in writing, the Shipper agrees and declares that the value of the properties described by this shipping document is released to an amount not exceeding \$50.00 for any shipment of 100 pounds or less and not exceeding \$.50 per pound for shipments weighing in excess of 100 pounds. An additional charge of \$1.50 will be assessed for each \$100.00 (or fractions thereof) by which the value declared by a shipper exceeds \$.50 per pound or \$50.00 (whichever is higher).

**Jurisdiction:** The parties to this shipping document acknowledge that this contract was and is entered into at Fresno, California.

**Terms:** Freight charges are due and payable within seven (7) days from the date of presentation of an invoice. Past due accounts are subject to a service charge of 1.67% per month (20% per year).

**California Civil Code Section 3051.5:** Failure to pay billed charges may result in a lien on future shipments including the cost of storage and appropriate security held pursuant to this notice.

**Attorney's Fees:** Should a lawsuit be brought by any party to this contract, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees. Any action by or against Valley Transportation may only be brought in the Superior Court for Fresno County, California, or in the United States District Court for the Central District of California. All parties subject to this agreement submit to personal jurisdiction in either and both of these venues. Except as otherwise mandatory, California law shall apply to all claims and disputes.