Con-way FREIGHT

STRAIGHT BILL OF LADING

ISO•9001 & 14001

DRIVER PLEASE NOTE

IF SINGLE SHIPMENT CHECK BOX BELOW

☒

SHIPPER PLEASE NOTE

FREIGHT CHARGES ARE PREPAID UNLESS MARKED COLLECT

☒ COLLECT

ORIGINAL - NOT NEGOTIABLE

DATE	P.O. NO.	SHIPPER NO.

CUSTOMER'S SPECIAL REFERENCE NUMBER

SHIPPER (FROM) Tapemation, Inc. Attn: Erika Erickson	**CONSIGNEE (TO)** Wah Chang Attn: Moe Belushi
STREET 21 El Pueblo Rd.	STREET 530 34th Ave. SW
CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE) Scotts Valley, CA, 95066 (831)438-3069	CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE) Albany, OR 97322 (541)812-7241
BILL TO MBARI Accounts Payable	**CUSTOMS BROKER**
STREET 7700 Sandholdt Rd.	STREET
CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE) Moss Landing, CA, 95039 (831)775-1700	CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE)
ACCOUNT CODE Project# 703506.04 Pargett	☐ Con-way FREIGHT GUARANTEED

NUMBER SHIPPING UNITS	HM	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS (SUBJECT TO INSPECTION AND CORRECTION)	NMFC NO.	CLASS OR DENSITY OF ARTICLES	WEIGHT (Subject to Correction) ☒ lb ☐ kg
2		2 crates, about 53”x53”x28” and 600 lb each. Tapemation Job #9880	58280	200	600

COD AMOUNT: $ ______________ ☐ U.S. ☐ Canadian

COD Fee: ☐ Prepaid ☐ Collect

NOTE: Consignee's company check made payable to the Shipper will be accepted by Con-way and forwarded to shipper unless otherwise directed to do so by the shipper.

REMIT COD TO

ADDRESS

CITY STATE/PROVINCE ZIP/POSTAL CODE

Notice: Unless the Shipper completes the requirements as provided below, Carrier's liability shall be limited as stated herein and in Tariff CNWY-199, which may be obtained by request. Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing the declared value of the property. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be not exceeding $ ______________. Also, paragraph number 2 on the reverse side of this Bill of Lading sets forth released value terms and conditions.

Carrier liability with shipment originating within the United States: Unless the Shipper declares excess value on the Bill of Lading below, requests excess liability coverage and pays an additional charge, Carrier's maximum liability is $25.00 per pound per individual lost or damaged piece within the shipment, subject to $150,000.00 maximum total liability per shipment, and provided further that Carrier's liability on articles other than new articles, including but not limited to used, remanufactured or refurbished articles, shall not exceed ten cents ($.10) per pound per individual lost or damaged piece within the shipment. And, provided further, that Carrier's liability on household goods and personal effects shall not exceed ten cents ($.10) per pound per individual lost or damaged piece within the shipment. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be $ ______________, and Shipper agrees to pay an additional charge for excess liability coverage. Total declared value may not exceed $650,000.00 per shipment.

Carrier liability with shipment originating within Canada: Unless the Shipper agrees to a Special Agreement, declares the value in the box below and agrees to pay the excess liability charge by initialing where indicated, Carrier's maximum liability is CAN$2.00 per pound (CAN$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN$20,000.00, and provided further that Carrier's liability on articles other than new articles, including but not limited to used, remanufactured or refurbished articles, shall not exceed ten cents ($.10) (CAN) per pound per individual lost or damaged piece within the shipment. And, provided further, that Carrier's liability on household goods and personal effects shall not exceed ten cents ($.10) (CAN) per pound per individual lost or damaged piece within the shipment.

SPECIAL AGREEMENT: Declared Value: CAN $ ____________ per pound. (Declared value may not exceed CAN $100,000.00 per shipment.)
Shipper agrees to pay excess liability charge: __________ (Shipper's Initials)

Shipper Certification: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are properly classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable governmental laws and regulations as well as Carrier's tariffs and NMFC classifications.

Shipment Received: The shipment is received subject to Tariff CNWY-199, Carrier's pricing schedules, terms, conditions and rules maintained at Carrier's general offices in effect on the date of issue of this Bill of Lading, as well as the National Motor Freight Classifications (NMFC), the Hazardous Materials Transportation Regulations (Title 49 — CFR, Subtitle B, Chapter 1, Sub Chapter A-C), and the Household Goods Mileage Guide (HHGB 105 Series), for shipments originating in the United States; and the Canadian Motor Vehicle Transport Act, the Transportation of Dangerous Goods Act, and the regulations in force in the provincial jurisdiction at the time and place of the shipment for shipments originating in Canada. The property described on this Bill of Lading is in apparent good order, but only to the extent that it is unconcealed and visible without further inspection and except as noted or marked. The property is consigned and destined as indicated above. The word Carrier is defined throughout this contract as meaning any person or corporation in possession of the property under this contract. Carrier agrees to carry the property to its destination, if on its route, otherwise to deliver to another Carrier on the route to said destination. In the event no markings are indicated on the Bill of Lading stating that the shipment is to be billed as PPD or COL, all shipments will be billed as PPD. It is mutually agreed as to each Carrier of all or any of said property, over all or any portion of said route to the destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all of this Bill of Lading's terms and conditions in effect on the date of shipment, including, but not limited to, the "Terms and Conditions" listed on the back side of this Bill of Lading.

SHIPPER	CARRIER ☐ **CON-WAY FREIGHT INC.** ☐ **CON-WAY FREIGHT-CANADA INC.**
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE DATE

NUMBER OF UNITS RECEIVED

TERMS AND CONDITIONS

1) Unless otherwise agreed to by the parties in writing, the terms and conditions of the National Motor Freight Classification (NMF 0100 Series) Uniform Straight Bill of Lading in effect on the date of the shipment shall apply, subject to this Bill of Lading, Tariff CNWY-199, and CON-WAY's pricing schedules, terms, conditions and rules, which are not subject to modification unless agreed to by the parties in writing.

2) Shipments originating in the United States are subject to the released value provisions in the National Motor Freight Classification (NMFC) in effect on the date of the shipment and shall be considered to be released at the lowest released value stated therein, unless a higher value, as provided for in the NMFC, is declared on this Bill of Lading and an additional charge is paid as described in Carrier's tariffs. When Carrier and Shipper have agreed to the application of FREIGHT, ALL KINDS (FAK) pricing, then the lowest level of liability for the commodity being shipped, as published in the NMFC or Tariff CNWY-199, shall be applied. In no case shall Carrier's liability exceed the maximum liability provided by the classification for items subject to released value, or the actual loss to the product, whichever is less.

3) Carrier shall not be liable for any failure to perform any of its respective obligations under the Bill of Lading or for loss, damage or delay to any of the goods described in the Bill of Lading when caused by an act of God, the Queen's or public enemies, riot, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, acts or omission of customs officials, authority of law, quarantines, civil commotions or hazardous incidents to a state of war, compliance with laws, government regulations, orders or requirements, act or omission of Shipper, Consignee, or owner of the goods, or any cause beyond Carrier's control.

4) The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of shipment.

5) The Shipper and Consignee shall be liable, jointly and severally, to pay and indemnify and hold Carrier harmless from all claims, fines, penalties, damages, costs, attorney fees, or other sums that may be incurred, suffered or dispersed for any violation of any terms contained herein or any other default of the Shipper or Consignee with respect to a shipment.

6) Carrier shall have a lien on the shipment for all sums due and payable to Carrier. In the event of nonpayment of any sums payable to Carrier, the shipment may be held by Carrier and be subject to storage and/or disposed of at public or private sale, without notice to Shipper or Consignee and with no liability to Carrier. Carrier shall be paid all sums due and payable to Carrier out of the proceeds of such sale, including storage charges. The Shipper and/or Consignee continue to be liable for the balance of any unpaid charges payable on account of the shipment.

7) Carrier shall provide, on request of the Shipper, a written or electronic copy of the rate, classification, rules and practices upon which any rate agreed to between the Shipper and Carrier may have been based.

8) All payments due hereunder shall be made within 15 calendar days of the date of invoice. Payment of charges not received within 15 calendar days of the date of invoice, or within a time period agreed to by the parties in writing, will be considered a late payment. Late payments shall be subject to a charge of 1.5 percent per month added to all outstanding amounts when either of the following conditions occur:

A. When Carrier has notified debtor of the assignment or intent to assign the freight bill(s) to a professional service for collection, or to file a claim in a court of law for collection; or

B. When Carrier has advised debtor in writing of intent to apply the penalty fee of 1.5 percent per month.

In addition, upon any of the aforementioned conditions occurring, any and all allowances, exceptions, commodity rates and other provisions which result in the total charges due the Carrier of less than the non-discounted charges due from Tariff CNWY-199 class rates in effect on the date of the shipment, shall be discontinued and no longer apply.

9) Carrier must issue any bill for charges in addition to those originally billed within 180 days of the date of the original bill in order to have the right to collect such additional charges. Shipper must contest the original bill within 180 days of the date of the original bill in order to have the right to contest such charges. Shipper shall not have the right to withhold or offset the payment of charges for any reason, including, but not limited to, claims for lost or damaged goods.

10) Carrier is not bound to transport property by any particular schedule or in time for any particular market, or in any manner other than with reasonable dispatch.

11) Filing of Claims: Carrier is not liable for loss or damage to any goods carried under this Bill of Lading unless a written demand is filed with and received by a proper Carrier within nine (9) months (sixty [60] days for shipments originating in Canada) after the date of delivery of such goods, or in the case of failure to make delivery, then the written demand must be filed within nine (9) months after a reasonable time (not to exceed four [4] business days) for delivery has elapsed. The written demand must contain an assertion of Carrier liability for the alleged loss or damage; facts sufficient to identify the shipment or shipments involved; and a demand for the specific amount claimed. In Canada, the final statement of the claim must be filed within nine (9) months from the date of shipment. Carrier shall not be liable in any lawsuit based on a cargo claim for loss or damage, unless the lawsuit is filed in a court of law against Carrier no later than two (2) years and one (1) day from the date when written notice is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof.

12) Property not picked up by the party entitled to receive it, within the free time allowed by Tariff CNWY-199, and after notice to Consignee of the arrival of the property at destination or at the port of export (if intended to be exported) has been given, or property not accepted by the Consignee at the time it is tendered for delivery, may, at the Carrier's option, be kept in vehicle(s) or place(s) of business of the Carrier, or any other available storage facility. Such property will be subject to storage charges as listed in Tariff CNWY-199. The owner, Shipper and Consignee shall be jointly and severally liable for the cost of the storage. The property shall be held subject to a lien for all freight and other lawful charges. Notice of the placing of such goods in a warehouse shall be mailed to the address given for delivery.

13) Instructions on completing the "Bill To" section: To request that the invoice be sent to an address other than that provided for either the Shipper or Consignee, the "Bill To" section must be completed. Completing the "Bill To" section does not relieve the Shipper, Consignee or any other party of joint and several liability for the payment of charges.