

PUC-190: Transfer
(Revised 9/02)

**APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON CARRIER OR CONTRACT RIGHTS**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Nuvo Movers, Inc.
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a Contract carrier, described at Docket
(common - contract)

No. A-00122399 Folder No. 707714, issued to

Eberz, Richard Andrew - Ebz moving & Storage
(Transferor - Seller)

for transportation of household goods
(persons - household goods)

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SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Nuvo Movers Inc.
(Full and Correct Name of Applicant/Transferee)

2. same
(Trade Name, If Any)

The trade name _____ been registered with the Secretary of the Commonwealth
(has or has not)

on _____ (attach copy of stamped registration form.)
(Date)

3. 2 Ingham Way
(Business Street Address)

P O Box 886
Doylestown PA 18901
(P. O. Box, If Any)

New Hope, Bucks, PA 18938 (215) 603-9005
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is:

(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: Nuvo Movers, Inc. P.O. Box 886, Doylestown, PA 18901
(Name) (Address)

Transferor: Ebz Moving & Storage 224 Hendricks St. Ambler, PA 19002
(Name) (Address)

6. Applicant does not hold Pa. P. U. C. authority under Docket Number
(does or does not)

A- _____ and operates as a _____ carrier.
(common or contract)

7. Applicant does not hold Interstate Commerce Commission authority at Docket
(does or does not)

No. A- _____

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8. Applicant is (check one):

Individual.

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Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name)	(Address)

Corporation. Organized under the laws of the state of PA
and qualified to do business in Pennsylvania by registering with the Secretary of the Commonwealth on 1/17/13 (Attach copy of Certificate of Incorporation or Authority and statement of charter purpose). Include as an attachment a list of corporate officers and their titles and the names, addresses and number of shares held by each stockholder.

9. If applicant, its stockholder or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

10. Applicant proposes to acquire all of the operating rights now held by transferor.
(all or part)

Attach a sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted give reasons.

11. The reason for the transfer is for Nuvo Movers, Inc. to assume all PA-PAC operating authority from EBZ Moving & Storage

12a. The following must be attached:

- Sales Agreement
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied.
- Statement of Safety Program.
- Statement of transferee's experience.

b. Attach the following, as appropriate (check those attached):

- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
- List of Corporate officers and stockholders. (Corporations only)

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Copy of short form certificate showing date of death of transferor and name of executor/administrator/administratrix.

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

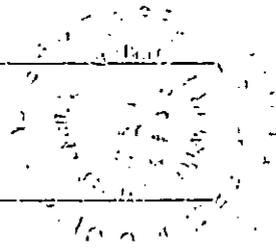
WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferor sign here: [Signature] 11/23/2012
(Each Partner Must Sign) (Date)

(Corporate Seal) E B Z Moving & Storage, LLC

Transferor sign here: [Signature] (Pres.)

(Corporate Seal) Nuro Movers Inc.



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Transferee

STATEMENT OF FINANCIAL POSITION (Balance Sheet)

As Of 4/8/13

ASSETS

Current Assets

Cash		<u>15,000.00</u>
Accounts Receivable		_____
Notes Receivable		_____
Other Current Assets (Specify)		_____
Total Current Assets		<u>15,000.00</u>

Tangible Assets

Land		_____
Motor Vehicle Equipment	<u>29,000</u>	_____
Less: Accumulated Depreciation	-	<u>29,000</u>
Buildings and Structures		_____
Less: Accumulated Depreciation	-	_____
Investments and Funds (Specify)		_____
Intangible Assets		_____
Other Assets (Tools & Equipment)		<u>5,000</u>
TOTAL ASSETS		<u>34,000</u>

LIABILITIES

Current Liabilities (Liabilities Due Within One Year)

Accounts Payable		_____
Notes Payable		_____
Equipment Obligations		<u>N/A</u>
Other liabilities (attach schedule)		_____
Total Current Liabilities		_____

Long Term Liabilities (Liabilities Due Within One Year)

Accounts Payable		_____
Notes Payable		<u>N/A</u>
Equipment Obligations		_____
Other liabilities (attach schedule)		_____
TOTAL LIABILITIES		_____

OWNER'S EQUITY (Corporations Only)

Capital Stock		<u>15,000</u>
Additional paid-in capital		<u>37,000</u>
Retained Earnings	<u>N/A</u>	_____
Less: Treasury Stock	-	<u>N/A</u>
TOTAL OWNER'S EQUITY		<u>49,000</u>
Total Liabilities & Owner's Equity		_____

NETWORTH (Partnerships & Individuals):
Minus Total Liabilities

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Total Assets

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Transferee

STATEMENT OF FINANCIAL POSITION

Income Statement

For the 12-month Period Ending _____

REVENUE and GAINS

Operating Revenue	_____
Net Revenue from non-carrier operations	_____
Dividend and interest revenues	_____
Other non-operating revenue	_____
Gains	_____
Total Revenue and Gains	_____

N/A

EXPENSES

Equipment Maintenance and Garage Expense	_____
Insurance Expense	_____
Employee Salaries	_____
Supervisory Salaries	_____
Officer Salaries	_____
Fuel Expense	_____
Purchased Transportation (Lease Expense)	_____
Materials and Supplies Expense	_____
General Office Expense	_____
Advertising Expense	_____
Telephone Expense	_____
Accounting Expense	_____
Legal Expense	_____
Uncollectible Revenue	_____
Depreciation Expense	_____
Amortization	_____
Operating Taxes and Licenses	_____
Rent Expense	_____
Loss	_____
Total Operating Expenses and Losses	_____
Net Income Before Taxes	_____
Provision for Income Taxes	_____
Net Income (Loss)	_____

New Business

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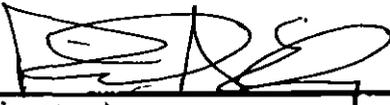
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APPLICATION VERIFICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information and belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification To Authorities.

TRANSFEROR (SELLER)

<u>Richard A Elbert</u>		<u>11/23/2012</u>
(Print Name)	(Signature)	(Date)

_____	_____	_____
(Print Name)	(Signature)	(Date)

_____	_____	_____
(Print Name)	(Signature)	(Date)

TRANSFeree (BUYER)

<u>Bryan P. Tompkins (Pres.)</u>		<u>4/8/2013</u>
(Print Name)	(Signature)	(Date)

_____	_____	_____
(Print Name)	(Signature)	(Date)

_____	_____	_____
(Print Name)	(Signature)	(Date)

If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

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This is a receipt for the transfer of PUC Number A-00122399 between myself and Bryan. The cost is \$3000.00

Paperwork for transfer is included and signed by the president and owner of EBZ Moving LLC. As well as sealed with stamp.

It is Bryan's responsibility to file all the appropriate paperwork and replace the numbers on the passenger and driver side doors. Bryan assumes all responsibility of the PUC process, rules and regulations.

Richard A Eberz
224 Hendricks Street
Ambler, Pa. 19002
267.640.2175

Bryan P Tompkins
PO Box 129
Lahaska, Pa. 18931
215.603.9005

Richard A Eberz

Bryan P Tompkins



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COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ANTONIO DAVOLI, Notary Public
Lower Gwynedd Twp., Montgomery County
My Commission Expires February 24, 2014

11/23/12


Equipment List

2000 International – 26’ Moving Van – Straight

2004 Ford F-150 – Pickup truck to be used as a support vehicle and performing estimates, errands, etc.

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

April 8, 2013

All operating authority is to be transferred from EBZ Moving, LLC to Nuvo Movers, Inc.

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

April 8, 2013

There are no unpaid business debts of EBZ Moving, LLC (transferor) to be assumed by Nuvo Movers, Inc.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

April 8, 2013

Safety Program

All employees will receive instruction, before starting work, on the following:

- Proper attire for safety at work
- Proper safe use of all tools and equipment to be used
- Safe lifting and handling techniques of furniture and heavy items
- Vehicle operation and safe parking and set up while in use for loading and unloading of household goods
- How to react to and report an injury sustained at work
- Discuss smoking policy (e.g. No smoking is permitted in or on any vehicles or inside any offices or storage areas.)

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

April 8, 2013

Bryan P. Tompkins

2 Ingham Way, New Hope, PA 8938– (215) 603-9005

Objective Unwavering commitment to providing honest hard work and excellent service to my employer, customers, and community. Driven to excel in my field and achieve recognition as one of the most reputable movers in the region.

Experience **Moody Movers, Inc.**

Doylestown, PA

1999–2012

Winter 1999: Hired as a laborer/driver

Spring 1999: Began supervising jobs

Summer 1999: Began estimating and sales of moving jobs

Spring 2000: Began integrating into the management of the company while supervising jobs and doing bulk of all estimating and sales.

Winter 2007: Assumed role as General Manager and responsibility for management of company including operations, scheduling, marketing, sales, estimating, purchasing, recruiting, banking, audits for FMCSA for vehicle and personnel safety and licensing, Worker's Compensation audits and claims. Continued in this capacity until 2012.

Nuvo Movers, Inc.

New Hope, PA

2012 – current

Summer 2012: Research and preparation of business plan for new company (Nuvo Movers, Inc.)

References References are available on request.

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Nuvo Movers, Inc.

Bryan P. Tompkins
Bryan P. Tompkins
Bryan P. Tompkins

President
Secretary
Treasurer

Stock held by Bryan P. Tompkins 100

Stock held in corporation 900

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

April 8, 2013

MILVO MOVERS INC
P.O. Box 886
Doyletown, PA 19901

ISSUED AT _____
DATE _____
BY _____

VEHICLE NO. _____
B/L # _____

RECEIVED SUBJECT TO CLASSIFICATIONS TARIFFS, RULES AND REGULATIONS INCLUDING ALL TERMS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF IN EFFECT ON THE DATE OF ISSUE OF THIS BILL OF LADING.

SHIPPER _____ CONSIGNED TO _____
ADDRESS _____ TEL. _____ ADDRESS _____ TEL. _____
CITY _____ STATE _____ CITY _____ STATE _____

The property described below (contents and conditions of packages unknown) consigned and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to destination indicated below, if within the scope of its lawful operation, otherwise to deliver to another carrier to deliver to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of route to destination, and 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 conditions not prohibited by law, whether printed or written herein contained including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

Delivering Carrier _____ Rates based on tariff _____ Supp. _____ PUC No. _____
Gross Wt. _____ Tare Wt. _____ Net Wt. _____ Min Ship. Wt. _____

SHIPPER'S INITIALS FOR SPECIAL SERVICES
 Expedited service ordered by shipper Deliver on or before _____
 Shipment completely occupied at _____ cu. ft. vehicle
 Exclusive use of a _____ cu. ft. vehicle ordered

SHIPPER'S COLLECTION INSTRUCTIONS
Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement.
The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.

(SHIPPER OR AGENT)

VALUATION
Shipper's are required to declare in writing the release value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding 60¢ per pound per article.

(SHIPPER OR AGENT)

The shipper hereby declares valuations in excess of the limit set forth above on the following specific articles.

ARTICLE	Excess Valuation

If the total actual charges DO NOT EXCEED the estimate by more than 10 percent, you must be prepared to pay ALL OF THE ACTUAL CHARGES prior to the mover unloading your goods. If the total charges DO EXCEED the estimate by more than 10 percent, the mover is required to deliver the full and complete shipment upon payment of the estimated charges plus an additional \$25.00, or 10 percent of the estimate whichever is greater, and you may defer paying the balance for 15 days after delivery.

TRANSPORTATION FOR DISTANCES OF 40 MILES OR MORE BASED ON WEIGHT

1. Transportation: wt. _____ lbs. _____ mi.; @ \$ _____ per 100 lbs. _____ \$
2. Valuation Charge: for liability on part of carrier in excess of that assumed when its lowest rates are charge:
On Transportation: \$ _____ @ _____ per \$100, or fraction thereof _____
On Storage-in-Transit @ _____
 To be released at 60¢ per pound per article

3. Additional transportation charges: (explain) _____ Origin _____ Dest. _____
4. Pickup or delivery for storage in transit _____ lbs.; @ \$ _____ per 100 lbs. _____
5. SIT 1st day _____ lbs.; @ _____ ¢ cwt. Ea. add. day _____ lbs.; @ _____ ¢ cwt.
6. Warehouse handling _____ lbs.; @ _____ ¢ per 100 lbs. (one time charge) _____
7. Extra pickup or delivery at _____
8. Special servicing of appliances _____ Origin _____ Destination _____
9. Hoisting, lowering, or carrying pianos, heavy articles (explain) _____
10. Bulky item (Auto, Boat, Trailer, Etc.) _____
If boat give overall length _____ feet. Handling charge \$ _____
11. Packing, Unpacking and Containers (see below) _____
12. Labor charges _____
13. Elevator/Stairs _____
14. Excessive Distance _____
15. Fuel Surcharge _____

TRANSPORTATION OF SHIPMENTS FOR DISTANCES OF 40 MILES OR LESS ARE BASED ON MAN AND VEHICLE HOURS

16. Man and Vehicle hours _____ Van(s) _____ Men _____ No. of Hours _____ @ per hr. _____
17. Labor _____ man/men for _____ hrs.; @ _____ per man per hour _____
18. Travel Time Charge _____
19. Fuel Surcharge _____
20. Other services _____ (EXPLAIN)

TIME RECORD

	A.M.	P.M.
Start	_____	_____
Finish	_____	_____

Customer initials _____

ACTUAL COST OF PACKING & UNPACKING SERVICE	CONTAINERS			PACKING			UNPACKING		
	Quantity	Rate	Amount	Quantity	Rate	Amount	Quantity	Rate	Amount
Dish-pack, etc.									
CARTONS: Less than 3 cubic feet									
3 cubic feet									
4 1/2 cubic feet									
6 cubic feet									
6 1/2 cubic feet									
WARDROBE CARTON, not less than 10 cubic feet									
MATTRESS CARTON, Crib									
MATTRESS CARTON (Not exceeding 39" x 75")									
MATTRESS CARTON (Not exceeding 54" x 75")									
MATTRESS CARTON (Exceeding 54" x 75")									
MATTRESS CARTON (39" x 80")									
MATTRESS COVER (plastic or paper)									
CORRUGATED CONTAINERS									
CRATES									
Gross Measurement of Crate or Container									
Add Container, Packing, and Unpacking totals together and insert new totals in line 11 above	TOTAL CONTAINER	CHARGES	\$	TOTAL PACKING	CHARGES	\$	TOTAL UNPACKING	CHARGES	\$

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER OR CARRIER SHALL BILL THE FOLLOWING PARTY:

NAME _____
ADDRESS _____
CITY & STATE _____
ATTENTION OF _____

Carrier agrees to transport the goods and effects tendered by the shipper subject to the preceding terms and conditions
Signed _____
CARRIER OR AUTHORIZED AGENT

CHARGE PREPAID C.O.D.

Prepayment Collected by _____

TOTAL ALL CHARGES	\$
AMOUNT OF PREPAYMENT	\$
BALANCE DUE	\$

DELIVERY ACKNOWLEDGEMENT: Shipment was received in good condition except as herein noted and services ordered were performed.
 _____ Date _____
Rec'd for Storage _____ Date _____
(Warehouse)
By _____ Consignee _____
(Warehouseman's Signature)

~~WILLIAMSON O. W.~~
~~WILLIAMSON O. W.~~
CONTRACT TERMS AND CONDITIONS
~~WILLIAMSON O. W.~~

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

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such containers are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and received for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in 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 occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2 (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within ninety days after delivery of the property (or in case of export traffic, within ninety days after delivery at port of export) or, in case of failure to make delivery, then within ninety days after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss 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 avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooerage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the same name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs 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.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of owner before loading.

Where the carrier is directed to unload or deliver property (or render any service at) the place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5 No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges occurring on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges: Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid 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 to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9 Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

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P.O. Box 886
Doylstown, PA 18901



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