

rerouted or diverted and furnish to each shipper the rerouting, *except when the disability requiring the rerouting occurs after the movement has begun*. When a rerouting carrier submits to the Board a notice and explanation for an extension of the rerouting period, it must immediately also submit a copy of that notice and explanation to the AAR, the ASLRA and all shippers that have been affected or that the carrier believes will be affected or that request a copy.

(d) *Notice by AAR*. The AAR shall notify all carriers affected by rerouting or by an extension of a rerouting period, in a manner similar to that used for embargoes.

(e) *Applicable rates*. The rates applicable on shipments rerouted or diverted will be the rates applicable over the route originally designated at the time the shipments are tendered.

(f) *Divisions*. The carriers involved in the rerouting or diversion shall proceed even though no contracts, agreements, or arrangements exist between them at the time concerning the divisions of the rates applicable to the traffic. Divisions shall be, during the time the rerouting is in effect, those voluntarily agreed upon by the carriers.

[46 FR 21782, Apr. 14, 1981, as amended at 46 FR 26064, May 11, 1981; 64 FR 53267, Oct. 1, 1999]

PART 1035—BILLS OF LADING

Sec. 1035.1 Requirement for certain forms of bills of lading.

1035.2 Modification of front of uniform bill of lading.

APPENDIX A TO PART 1035—UNIFORM STRAIGHT BILL OF LADING

APPENDIX B TO PART 1035—CONTRACT TERMS AND CONDITIONS

AUTHORITY: 49 U.S.C. 721, 11706, 14706.

SOURCE: 58 FR 60797, Nov. 18, 1993, unless otherwise noted.

CROSS REFERENCES: For interstate transportation of livestock, see 9 CFR parts 71–77. For lading and unloading of vessels, see 19 CFR part 4.

§ 1035.1 Requirement for certain forms of bills of lading.

(a) All common carriers, except express companies, engaged in the trans-

portation of property other than livestock and wild animals, by rail or by water subject to the Interstate Commerce Act are required to use straight bills of lading as prescribed in Appendix A and B to this part, or order bills of lading as prescribed in Appendix A and B to this Part, except that order bills of lading shall:

(1) Be entitled “Uniform Order Bill of Lading” and be designated as “Negotiable” on the front (appendix A to this part);

(2) Indicate consignment “to the order of * * * ” on the front (appendix A to this part); and

(3) Provide for endorsement on the back portion (appendix B to this part).

(b) All such bills of lading:

(1) May be either documented on paper or issued electronically;

(2) May be a copy, reprographic or otherwise, of a printed bill of lading, free from erasure and interlineation;

(3) May vary in the arrangement and spacing of the printed matter on the face of the form.

§ 1035.2 Modification of front of uniform bill of lading.

Notwithstanding any other provision of § 1035.1(a), with respect to the information called for, the front portion only (appendix A to this part) of a bill of lading may deviate from the language prescribed in this part so long as the deviation conforms with approved national standards for the electronic data interchange or other commercial requirements for bill of lading information; *provided* that no such deviation in the language shall affect the obligations of any shipper to provide information absent the consent of such shipper nor shall such deviation be deemed to alter any rights or obligations conferred by statute or regulation on either carriers or shippers with respect to the preparation or issuance of bills of lading.

APPENDIX A TO PART 1035—UNIFORM STRAIGHT BILL OF LADING

UNIFORM STRAIGHT BILL OF LADING

Original—Not Negotiable

Shipper's No _____
Agent's No _____
Company _____

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Received, subject to the classifications and tariffs in effect on the date of this Bill of Lading:

at _____, 19____
from _____

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 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 its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to 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 the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back

hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

[Mail or street address of consignee—For purposes of notification only.]

Consigned to _____
Destination _____
State of _____
County of _____
Route _____
Delivering Carrier _____
Car Initial _____
Car No _____
Trailer Initials/Number _____
Length _____
Plan _____
Length _____
Plan _____
Container Initials/Number _____
Length _____
Plan _____
Length _____
Plan _____

No. packages	Description of articles, special marks, and exceptions	*Weight (subject to correction)	Class or rate	Check column	
.....	Subject to Section 7 of conditions, 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)
.....	If charges are to be prepaid, write or stamp here, "To be Prepaid."
.....	Received \$_____ to apply in prepayment of the charges on the property described hereon.
..... Agent or Cashier Per _____ (The signature here acknowledges only the amount prepaid.)

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note. Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding—
per _____

Charges advanced: _____
Shipper

Agent
 Per
 Per
 Permanent post office address of shipper

APPENDIX B TO PART 1035—CONTRACT
 TERMS AND CONDITIONS

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as 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 authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time 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 tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on 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 in transit upon the request of the shipper, owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight 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 required or done 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 train or vessel, or in time for any particular market 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 plus freight charges if paid 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 on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months 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 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 avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.