

(8) *The carrier is liable for damages caused by failure to comply with the requirements for sale under this section and in case of willful violation is liable for conversion.*

7—309. *Duty of Care; Contractual Limitation of Carrier's Liability.*

(1) *A carrier who issues a bill of lading whether negotiable or non-negotiable must exercise the degree of care in relation to the goods which a reasonably careful man would exercise under like circumstances. This subsection does not repeal or change any law or rule of law which imposes liability upon a common carrier for damages not caused by its negligence.*

(2) *Damages may be limited by a provision that the carrier's liability shall not exceed a value stated in the document if the carrier's rates are dependent upon value and the consignor by the carrier's tariff is afforded an opportunity to declare a higher value or a value as lawfully provided in the tariff, or where no tariff is filed he is otherwise advised of such opportunity; but no such limitation is effective with respect to the carrier's liability for conversion to its own use.*

(3) *Reasonable provisions as to the time and manner of presenting claims and instituting actions based on the shipment may be included in a bill of lading or tariff.*

Part 4

*Warehouse Receipts and Bills of Lading:
General Obligations*

7—401. *Irregularities in Issue of Receipt or Bill or Conduct of Issuer.*

The obligations imposed by this Sub-title on an issuer apply to a document of title regardless of the fact that

(a) *the document may not comply with the requirements of this Sub-title or of any other law or regulation regarding its issue, form or content; or*

(b) *the issuer may have violated laws regulating the conduct of his business; or*

(c) *the goods covered by the document were owned by the bailee at the time the document was issued; or*

(d) *the person issuing the document does not come within the definition of warehouseman if it purports to be a warehouse receipt.*

7—402. *Duplicate Receipt or Bill; Overissue.*

Neither a duplicate nor any other document of title purporting to cover goods already represented by an outstanding document of the same issuer confers any right in the goods, except as provided in the case of bills in a set, overissue of documents for fungible goods and substitutes for lost, stolen or destroyed documents. But the issuer