

CONTRACT TERMS AND CONDITIONS

This contract is subject to all the rules, regulations, rates and charges as stated on the carrier's estimate

SECTION 1: The carrier shall not be held liable for any conditions listed in paragraphs (a) thru (k) regardless of any declared value stated on the face of this estimate/bill of lading:

- (a) For condition or flavor of perishable articles, objects of art, documents, currency, money, jewelry, watches, trading stamps, credit cards, precious stones, business records, computer hard drives and computer disks or articles of extraordinary value which are not specifically listed on attachments to the estimate, and loss or damage caused by or resulting;
- (b) From and act, omission or negligence of shipper,
- (c) From insects, moth, vermin and ordinary wear and tear.
- (d) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (e) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces: (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade;
- (f) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder.
- (g) From Acts of God when the shipper releases the value of each article in the shipment to a value not exceeding 60 cents per pound per article.
- (h) From breakage of china, glassware, bric-a-brac or similar articles of a brittle or fragile nature unless packed by the carrier or unless such breakage results from negligence of the carrier when the shipper has released the value of each article in the shipment to a value not exceeding 60 cents per pound per article.
- (i) Should the consumer wish to increase the amount of reimbursement under this section, coverage may be available on a negotiated basis.
- (j) The carrier reserves the right to repair damaged goods as a first course of action prior to reimbursement.
- (k) The consumer warrants that no items of extraordinary value are being transported unless specifically listed. Items of extraordinary value are defined as items with a value in excess of one hundred (\$100.00) per pound.

SECTION 2: The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier nor shall the carrier be bound to transport by any particular schedule, means, vehicle 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.

SECTION 3: Consumer shall:

- (a) Be liable for any and all charges stated on the estimate and pay therefor,
- (b) and indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4: If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5: If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized bylaw, or (b) by public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two successive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising, and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6: As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within sixty (60) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within sixty (60) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.