

## CONDITIONS OF CONTRACT

1. **NON-NEGOTIABLE DOCUMENT**-In tendering the shipment(s) described herein for carriage shipper agrees to these conditions of contract which no agent or employee may alter and that this waybill is non-negotiable and has been prepared by him or on his behalf by the carrier.
2. **CARRIER TARIFFS GOVERN**-It is mutually agreed that the shipment(s) described herein, on the date hereof in apparent good order (except as noted) for carriage as specified herein, subject to governing tariffs in effect as of the date hereof said tariffs are available for inspection by the parties hereto are hereby incorporated and made part of this contract.
3. **LIABILITY LIMITS**-Unless a greater value is declared herein, the shipper agrees and declares that the value of the property is released to an amount not exceeding fifty dollars (\$50.00) for any shipment of 100 pounds or less and not exceeding fifty cents (\$.50) per pound for shipments in excess of 100 pounds. The maximum valuation declared cannot exceed twenty-five thousand dollars (\$25,000.00) unless prior arrangements have been made.
4. **C.O.D. SHIPMENTS**-Shipper must enter the amount of any shipper C.O.D. which shall be collected subject to the fee and rules of the delivering carrier. The C.O.D. amount will be collected in the form of cash; company, personal, cashier, or certified check.
5. **SHIPPER RESPONSIBILITY**- The shipper is responsible for preparing, marking, packing and labeling the shipment so as to ensure safe transportation with ordinary care in handling.
6. **EXCLUSIONS**-Shipments of articles of extraordinary value namely: Art Work, Bills of Exchange, Bonds, Bullion or Precious Metals, Currency, Deeds, Evidences of Debit, Furs; Gems, cut or uncut; Gold bullion, coined or uncoined; Cyanides, Precipitates or Sulphides; Stamps, postage or revenue; Stock certificates; Shipments of live animals or insects; Shipments of human remains, cremated or disinterred.
7. **CONSEQUENTIAL AND SPECIAL DAMAGES**-The carrier shall not be liable for any consequential or special damages whether or not the carrier has knowledge that such damages might be incurred.
8. **WEIGHT CALCULATIONS**-Weight charges will be computed as to actual or dimensional (volume), whichever is greater. For calculation purpose 194 cu. in. domestic, or 166 cu. in. international will equal one pound.
9. **PAYMENT OF INVOICE**-All invoices are payable no later than 30 days from the date of the invoice. In the event of default, suit for collection will be filed.

Subject to Section 7 of the 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.