

## CONDITIONS OF CONTRACT

**1. Non-Negotiable Document** - In tendering the shipment described herein for carriage Shipper agrees to these Conditions of Contract which no agent or employee of the parties may alter, and that this Freight bill is non-negotiable and has been prepared by him on his behalf by the Carrier.

**2. Carrier Tariffs Govern** - It is mutually agreed that the shipment described herein is accepted 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 and are hereby incorporated into and made part of this Contract.

**3. Liability Limits** - Carrier liability is agreed and understood to be not more than 50 cents per pound or \$50.00, whichever is higher, unless a higher value is declared herein and applicable charges paid hereon, however, certain commodities may be deemed to have a lesser value, in which case the value as stated in governing tariffs will apply.

**4. C.O.D. Shipments** - Shipper must enter the amount of any shipper's C.O.D. which shall be collected subject to the fee and rules of delivering carrier.

**5. Use of Other Carrier** - Shipment may be diverted to other carrier as per tariff rules unless Shipper gives other instruction hereon.

**6. Shipper Responsibility** - The Shipper is responsible for preparing, marking, packing and labeling his shipment so as to ensure safe transportation with ordinary care in handling. Carrier acceptance of the shipment shall be prime face evidence of Shipper's compliance with this paragraph.

**7. Inspection of Shipments** - All shipments are subject to inspection by the Carrier, but the Carrier shall not be obligated to perform such inspection.

**8. Exclusions** - The Carrier shall not be liable for loss, damage, delay, or other result caused by (a) Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine riots, strikes, civil commotions, or hazards or dangers incident to a state of war or undeclared war; (b) the act or default of the Shipper or Consignee (c) the nature of the shipment or any defect, characteristic or inherent vice thereof; (d) violation by the Shipper or Consignee of any rules contained in applicable tariffs, including, but not confined to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the rules relating to shipments not acceptable for transportation or

shipments acceptable only under certain conditions; or (e) compliance with delivery instructions from the Shipper or Consignee or non-compliance with special instructions from the Shipper or Consignee not authorized by applicable tariffs.

**9. Claims Time Limits and Procedures** - All claims, including claims for overcharges, must be made in writing to the originating or delivering Carrier within a period of (1) Month after the date of acceptance of the shipment by the originating carrier. Damage and/or loss discovered by the Consignee after a clear receipt has been given to the Carrier must be reported in writing to the delivering carrier at destination within 10 days after delivery of the shipment, with privilege to the Carrier to make inspection of the shipment and contain-ers(s) within 10 days after receipt of such notice. No Carrier shall be liable on any action brought to enforce a claim unless the above provisions have been met by the proper claimant and unless such action is brought within (1) Month after the date written notice is given to the claimant that the Carrier has disallowed the claim in whole or in part.

**10. Indemnify** - The Shipper, Consignee and Owner of the goods are jointly liable for the payment of and shall indemnify the Carrier against all unpaid transportation charges, advances and disbursements of the Carrier, said indemnification to include all collection and legal expenses including attorney fees which Carrier may incur during the course of any collection action Carrier may take to enforce collection of delinquent charges due Westchester/Putnam Freight Services.

**11. Past Dues** - Past due invoices, thirty (30) days old, will be charged 1/2% interest per Month or maximum amount allowable by law.

**12. Schedules Not Guaranteed** - Except as otherwise provided herein, the Carrier has no obligation to commence or complete transportation within a certain time or according to any specific schedule, or to make connections with any other carrier, or for error in any statement of times of arrival or departure.

**13. If there are any questions regarding this freight bill, contact 5th Dimension at (844) -BUY-LOGISTICS EXT 1.**