PAYMENT AND LABOUR

YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.

The terms and conditions set forth below become a part of the Contract between FREEMAN and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

• THE METHOD OF PAYMENT FORM IS SIGNED; OR
• AN ORDER FOR LABOUR, SERVICES AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH FREEMAN, OR
• WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOUR SECURED THROUGH FREEMAN.

DEFINITIONS
For purposes of this Contract, “FREEMAN” means Freeman Expositions, Inc. and Freeman Expositions, Ltd. and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors FREEMAN may appoint. The term “EXHIBITOR” means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors (“EAC”).

PAYMENT TERMS
Full payment, including any applicable tax, is due in advance or at show site. All payments must be in Canadian funds and all checks must be in Canadian funds. Orders received without advance payment or after the deadline date will incur additional After Deadline charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FREEMAN except where specifically identified as a sale. All rentals include delivery, installation, and removal from EXHIBITOR’S booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour “per person, per hour” charge will be applied for all labour orders that are not canceled in writing at least 24 hours prior to the scheduled start time. If Prestige Carpet, Custom-Cut Carpet, Modular Rental Exhibits and any other custom-order items or services have already been provided at the time of cancellation, fees will remain at 100% of the original charge. If the Show or Event is canceled because of reasons beyond FREEMAN’s control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FREEMAN will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR’S responsibility to advise the FREEMAN Service Center Representative of problems with any orders, and to check the EXHIBITOR’S invoice for accuracy prior to the close of the Show or Event. If EXHIBITOR is exempt from payment of sales tax, FREEMAN requires an exemption certificate for the State or Province in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is re billing these charges to its customers. For International EXHIBITORS, FREEMAN requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any preapproved unpaid balance after the close of the show terms will be net, due and payable in TORONTO, ONTARIO upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a pre-paid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by FREEMAN shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, EXHIBITOR agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of any dispute between the EXHIBITOR and FREEMAN relative to any loss, damage, or claim, such EXHIBITOR shall be entitled to and shall not withhold payment, or any partial payment, due to FREEMAN for its services, as an offset against the amount of any alleged loss or damage. Any claims against FREEMAN shall be considered a separate transaction, and shall be resolved on its own merits. FREEMAN reserves the right to charge EXHIBITOR for the difference between the EXHIBITOR’S estimate of charges and the actual charges incurred by EXHIBITOR, or for any charges that FREEMAN may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges. If EXHIBITOR provides a credit card for payment and charges are rejected by the EXHIBITOR’S credit card company for any reason, FREEMAN hereby provides notice that it reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the EXHIBITOR’S account.

ELECTRICAL
Claims will not be considered, or adjustments made unless filed in writing, by Exhibitor, prior to the close of the event. Freeman is not responsible for any damage or loss caused by the loss of power beyond its control and Exhibitor agrees to hold Freeman, its officers, directors, employees and agents harmless from such power loss. IN NO EVENT SHALL FREEMAN BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE. Exhibitor shall indemnify and hold harmless Freeman, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys’ fees) arising out of or in any way connected with Exhibitor’s actions or omissions under this Agreement.

LABOUR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES:
EXHIBITOR shall be responsible for the performance of labour provided under this section. It is the responsibility of EXHIBITOR to supervise labour secured through FREEMAN in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with FREEMAN’S Safe Work Rules and/or Federal, Provincial, State, County, and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labour, and to return to the Service Desk to release labour when the work is completed.

INDEMNIFICATION:
EXHIBITOR agrees to indemnify, hold harmless, and defend FREEMAN from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) for bodily injury, including any injury to FREEMAN employees, and/or property damage arising out of work performed by labour provided by FREEMAN but supervised by EXHIBITOR. Further, the EXHIBITOR’S indemnification of FREEMAN includes any and all violations of Federal, Provincial, State, County or Local ordinances, “Show Regulations and/or Rules” as published and/or set forth by Facility or Show Management, and/or directing labour provided by FREEMAN to work in a manner that violates any of the above rules, regulations, and/or ordinances.

IMPORTANT
PLEASE REFER TO FREEMAN’S “MATERIAL HANDLING TERMS & CONDITIONS” AS IT RELATES TO MATERIAL HANDLING SERVICES AND TO EXHIBIT TRANSPORTATION’S “SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT” AS IT RELATES TO SERVICES PROVIDED BY EXHIBIT TRANSPORTATION BY FREEMAN. CONTRACT TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH FREEMAN. TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH FREEMAN.
1. DEFINITIONS. For purposes of this Contract, “Freeman” means Freeman Exposition Services, Inc., its employees, agents, representatives, and any Exhibitor Appointed Contractors (“EAC”).

2. PACKAGING AND CRATES. Freeman shall not be responsible for damage to loose or uncrated materials, or for damage to ANY OTHER CRATES, packaging, or containers. Freeman, in good faith, will inspect and advise Exhibitor relative to the condition of the exhibit materials. Any exhibits left unattended between the hours of Freeman’s normal business hours is at Exhibitor’s own risk. FREEMAN ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OR DAMAGE TO GOODS IN COLD STORAGE OR ACCESSIBLE STORAGE.

3. EMPTY CONTAINERS. Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of Exhibitor’s representative. All previous labels must be removed or obliterated. Freeman assumes no responsibility for:
- Error in the above procedures;
- Removal of containers with old empty labels and without Freeman labels; or
- Improper information on empty labels.

5. DELIVERY TO THE CARRIER FOR RELOADING. Freeman assumes no responsibility for loss, damage, theft, or disappearance of Exhibitor’s materials after same have been delivered to Exhibitor’s appointed carrier, shipper, or agent for transportation out of the jurisdiction of the show. Freeman delivers the materials loaded onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. Freeman will not be liable for any loss resulting from such rerouting designation.

6. DESIGNATED CARRIERS. In order to expedite removal of materials from show site as required by Show Management and/or the facility, Freeman shall have the authority to change the Exhibitor designated carrier if that carrier does not pick up the shipment(s) at the appointed time. Where no disposition is made by Exhibitor, materials may be taken to a warehouse to await Exhibitor’s shipping instructions and Exhibitor agrees to be responsible for all costs incurred in connection with the forwarding of such materials. Where no refusal of shipper, Freeman will be responsible for any loss resulting from such rerouting designation.

7. FREEMAN’S RESPONSIBILITIES. Freeman shall be responsible only for those services which it directly provides. Freeman assumes no responsibility for any persons, parties, or other contracting firms not under Freeman’s direct supervision and control. Freeman’s performance hereunder is subject to, and Freeman shall not be responsible for loss, delay, or damage due to, strike, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond Freeman’s reasonable control, nor for ordinary wear and tear in the handling of Exhibitor’s materials.

8. INSURANCE. It is understood that Freeman is not an insurer. Insurance on exhibit materials, if any, shall be obtained by Exhibitor in amounts and for perils determined by Exhibitor. Exhibitor agrees to provide Freeman with a release of subrogation in the extent any insurance settlement received.

9. CLAIM(S) FOR LOSS. Exhibitor agrees that any and all claims for loss or damage must be submitted to Freeman immediately at the show site, and in any case not later than thirty (30) business days after the Exhibitor’s materials are delivered to the carrier for transportation from the show site or from Freeman’s warehouse. All claims reported after thirty days will be rejected. In no event shall a suit or action be brought against Freeman more than one (1) year after the date of loss or damage occurred.

a. PAYMENT FOR SERVICES MAY NOT BE WITHHELD. In the event of any dispute between the Exhibitor and Freeman relative to any loss, damage, or claim, Exhibit shall not be entitled to and shall not withhold payment due Freeman for its services as an offset for any alleged loss, damage, or claim. Freeman shall be considered a separate transaction and shall be treated on their own merits.

b. MAXIMUM RECOVERY. If found liable for any loss, Freeman’s sole and exclusive MAXIMUM liability for loss or damage to Exhibitor’s materials and Exhibitor’s sole and exclusive remedy is limited to $50 (USD) per pound per article with a maximum liability of $100,000 (USD) per item, or $1,500,000 (USD) per shipment whichever is less.

c. LIMITATION OF LIABILITY. In no event shall Freeman be liable to the Exhibitor for ANY OTHER DAMAGES, whether DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR EITHER PRIOR OR SUBSEQUENT TO, OR ARE ALLEGED AS A RESULT OF, TORTIOUS CONDUCT, FAILURE TO PROVIDE PROMPT SERVICE OF FREEMAN OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, STRICT LIABILITY OR IMPLIED WARRANTY, WHETHER FREEMAN HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOSS PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSSES.

10. DECLARED VALUE. Declarations of Declared Value are between the Exhibitor and the selected Carrier ONLY, and are in no way an extension of Freeman’s maximum liability stated herein. Freeman will use commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier; however, FREEMAN WILL NOT BE LIABLE FOR ANY CLAIM ARISING FROM THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER NOR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER FORM OF CARRIAGE.

11. JURISDICTION/ARBITRATION. THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES, EXCEPT WHERE THE LAWS OF THE STATE OF TEXAS PROVIDE FOR THE PROTECTION OF CONSUMER RIGHTS OR TO ANY OTHER PERSON OR ENTITY FOR WHICH FREEMAN IS NOT LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

12. INDEMNIFICATION. Exhibitor agrees to indemnify and forever hold harmless Freeman and from against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out or contributed to by any of the following: Exhibitor’s negligent supervision of any labour furnished by TFC, or the negligent supervision of such labour by any of Exhibitor’s employees, agents, representatives, customers, or any EAC; Exhibitor’s negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of Exhibitor’s employees, agents, representatives, customers, or any EAC; or to any other party for special, collateral, exemplary, or punitive damages that are caused by, directly related to, or contributed to by any of the following: any claims based on Federal, Provincial, State, County or Local ordinances; and/or Exhibitor’s violation of Show Regulations and/or Rules published and set forth by Facility and/or Show Management.

13. WAIVER & RELEASE. Exhibitor, as a material part of the consideration to Freeman for material handling services, waves and releases all claims against Freeman with respect to matters for which Freeman has declared liability pursuant to the provisions of this Contract.

14. SEVERABILITY. If any provision of this Contract proves to be illegal, invalid, or unenforceable, the remainder of this Contract will not be affected by such finding, and in lieu of each provision of this Contract that is proven to be illegal, invalid, or unenforceable, a provision will be added as part of this Contract as similar in effect to such illegal, invalid, or unenforceable provision as may be possible and legal, valid, and enforceable.

15. LIEN. Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor’s materials (including without limitation all equipment) that is from time to time in the possession of Freeman and all the other rights that an insurer has to insurance proceeds (the “Collateral”), to secure the prompt and full payment and performance of all Exhibitor’s indebtedness for monies paid, by Freeman on its behalf, for items delivered, materials and/or labor. Freeman may, from time to time, pledge the Collateral for the benefit of Exhibitor ("Obligations"). Freeman may hold and not deliver any part of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.
AIR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

In tendering this shipment, the Shipper and Consignee agree to these TERMS which no agent or employee of the parties may alter. This Air Service Request and Shipping Instruction Contract is NON-NEGOTIABLE and may not be altered in any manner.

1. DEFINITIONS: In this Contract, “Freeman” means Freeman Expositions, Ltd., and its respective employees, officers, directors, agents, affiliates, and related entities including any contractors appointed by Freeman. The term “Shipper” means the person or business for whom the property is being transported, and includes anyone who has tendered this shipment, or who has been appointed by the Shipper, excluding only Freeman. “Property” is all objects of any type received from the Consignor and tendered for shipment. “Consignee” is the party to whom Shipper has designated the goods to be delivered.

2. FINAL CONTRACT BETWEEN THE PARTIES: In exchange for Shipper's payments and Freeman's services, which the parties have specified in this two-page Contract (including the Air Cargo Service Request and Shipping Instructions), Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations with respect to transportation of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Freeman, and the responsibility of Freeman under said Contract shall cease when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of this Contract shall continue in full force and effect.

3. FREEMAN'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED: Freeman is responsible for the satisfactory performance of only those services which it directly provides under this Contract. Freeman shall not be responsible for the performance of individuals of firms who are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, delay, or damage beyond its reasonable control, its own negligence, or its ownwilfulness. Freeman's liability for the shipment shall not exceed the maximum liability for that type of property as specified in applicable law and regulation.

4. PACKAGING INSTRUCTIONS: Shipper shall pack, label, and mark the packages, boxes, and other containers of Property in such an adequate manner for safe transportation, storage, and shipment using ordinary care. Each piece must be legibly and durably marked with the name and address, including correct Postal code of the Shipper and Consignee, if applicable. This marking shall be so written or expressed as to provide adequate information as to the name and address of the property of the owner, intended destination, and contents, and any required identification number for tracking and shipping purposes.

5. REFUSED SHIPMENTS: If the Consignee refuses a shipment tended for delivery or if Freeman is unable to deliver a shipment because of fault or mistake of the Consignor or Consignee, Freeman's liability shall then become that of the consignee.

(a) Freeman shall promptly attempt to provide notice, by telephone, electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated to receive notice in these instructions.

(b) If the Consignee, or the Agent of the Consignee, fails to accept delivery, or if the property of the owner, intended destination, and contents, and any required identification number for tracking and shipping purposes, is not legibly marked, Freeman shall be responsible for the balance of storage and shipment using ordinary care. Each piece must be legibly and durably marked with the name and address, including correct Postal code of the Shipper and Consignee, if applicable. This marking shall be so written or expressed as to provide adequate information as to the name and address of the property of the owner, intended destination, and contents, and any required identification number for tracking and shipping purposes.

(c) If Freeman does not receive disposition instructions within 48 hours of the time of Freeman's attempted first notification, Freeman will attempt to issue a second and final notification as such. If the property is not retrieved by the owner, intended destination, and contents, and any required identification number for tracking and shipping purposes, within thirty (30) calendar days from the date of shipment and Freeman's sole liability for such claims arising under this Contract, its performance or nonperformance, or damages allegedly resulting from this Contract, shall be deemed to have commenced until receipt by Freeman of service of process of the action on the subject matter of the claim.

4. PACKAGING INSTRUCTIONS: Shipper shall pack, label, and mark the packages, boxes, and other containers of Property in such an adequate manner for safe transportation, storage, and shipment using ordinary care. Each piece must be legibly and durably marked with the name and address, including correct Postal code of the Shipper and Consignee, if applicable. This marking shall be so written or expressed as to provide adequate information as to the name and address of the property of the owner, intended destination, and contents, and any required identification number for tracking and shipping purposes.

(a)包装作品和物件的主题，包括但不限于包装纸张、绘画、书法、水彩、挂毯和雕塑；

(b) 床、梳妆台、衣橱（包括化妆台）、婚戒和结婚礼服；

(c) 包括但不限于包装纸张、绘画、书法、水彩、挂毯和雕塑；

(d) 声明和所有权证明。
1. DEFINITIONS. In this Contract, “Freeman” means Freeman Expositions, Ltd., and its respective employees, officers, directors, agents, affiliates, and related entities including any contractors appointed by Freeman for the performance of any services for which they are directly or indirectly responsible. “Property” means all properties, personal and real estate, equipment, machinery, fixtures, vehicles, goods, products, wares, raw materials, materials, supplies, work in process and finished goods, including all packaging, parts, component parts, and all other kinds of property owned, leased, held, purchased, or in the possession of the Seller and any other article or property covered by this Contract. “Freeman’s value” shall include the depreciated original invoice value or the fair market value of the property, whichever is less. The value per pound for applying declared valuation charges shall be determined by dividing Shipper’s declared value for cargo by the actual weight of the shipment. In all cases not prohibited by law, where a lower value than the actual value is declared for the property, Shipper shall have no right to receive the difference between the lower declared value and the released value of the property upon which the rate is based, such lower value plus freight charges, if paid, shall be credited against any claim for loss or damage. If the value of any property is less than the released value of the property upon which the rate is based, the released value of the property shall be the basis for determining the rate of freight and charges. In the event the property contained in a shipment is sold and the property is deducted from the released value of the property upon which the rate is based, such lower value plus freight charges, if paid, shall be credited against any claim for loss or damage. Notwithstanding the above limitations, all shipments containing the following items of extraordinary value are limited to a maximum declared value of $500.00 (USD):

(a) Works and objects of art, including without limitation, original paintings, drawings, etchings, watercolors, tapestries and sculptures;
(b) Clocks, jewelry, including costume jewelry, fur, and fur-trimmed clothing;
(c) Personal effects, including without limitation, personal effects and sex or取物;
(d) Coin money, currency, gift certificates, debit cards, credit cards, and any other items of extraordinary value.

Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. In any event, Freeman’s MAXIMUM LIABILITY WILL NEVER BE MORE THAN $20,000 PER SHIPMENT. Shipper understands that even if Shipper is not able to participate fully in a Court due to loss of, theft, or damage to their property, Freeman shall not be liable for any claim or other matter which shall have no bearing on this duty of payment. No claim may be submitted by or on behalf of Shipper to Freeman unless Shipper’s account is current.

2. FINAL CONTRACT BETWEEN THE PARTIES. In exchange for Shipper’s payments and Freeman’s services, when the parties have specified in this two-page Contract, Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shipper’s property. This Contract shall take effect when the property first comes into the physical possession of Freeman, and the responsibility of Freeman shall be limited to that of a warehouseman.

3. FREEMAN’S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED. Freeman is responsible for the safe and proper delivery of property to a Willing Buyer and a Willing Seller would agree in an ordinary course of his business, but will not be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including, by way of illustration only, and not as a limitation on the breadth of this clause, strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, fire, flood, earthquake, acts of war, terrorist acts, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, adverse weather conditions, or any other cause or causes beyond the reasonable control of Freeman. Freeman shall not be liable for delays caused by highway obstructions, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defects of vehicles or equipment. Freeman’s responsibility is limited to the satisfactory performance of only those services which it directly provides under this Contract. Freeman shall not be bound to transport by any particular schedule, means, vehicle or otherwise, other than as specified in this Contract.

4. PACKAGING AND CRATES. Shipper’s property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Freeman makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association.

5. PERISHABLE GOODS. Goods of a perishable nature are carried in dry trailers without environmental or atmospheric control. Freeman shall not permit any special services unless Shipper states upon the face of the “Service Request and Shipping Instructions” that the goods are to be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. The cost of the special services and charges offered in the Freeman tariff is for shipping the property to the temporary storage setting of the thermostat controls before receipt of the goods by Freeman. When a loaded trailer is received, Freeman will verify that the thermostat controls are set to maintain trailer temperature as requested. Freeman is not responsible for the temperature when they were loaded into the trailer or when the trailer is delivered to Freeman. Air temperature at the unit sensor will be maintained within the temperature range specified by the Carrier only to the extent that the installation permits the maintenance of such temperature. Such goods shall be subjected to the same conditions of temperature as the general cargo stored in the warehouse at the rate of $0.25 per pound per day.

6. REFUSED SHIPMENTS. If the Consignee refuses a shipment tendered for delivery or it is unable to receive a shipment because of its being infected, the property shall become that of a warehouseman. Freeman shall not be responsible for the performance of individuals or firms who are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including, by way of illustration only, and not as a limitation on the breadth of this clause, strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, fire, flood, earthquake, acts of war, terrorist acts, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, adverse weather conditions, or any other cause or causes beyond the reasonable control of Freeman. Freeman shall not be liable for delays caused by highway obstructions, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defects of vehicles or equipment. Freeman’s responsibility is limited to the satisfactory performance of only those services which it directly provides under this Contract. Freeman shall not be bound to transport by any particular schedule, means, vehicle or otherwise, other than as specified in this Contract.

7. INSURANCE. Freeman is NOT AN INSURER. Shipper is responsible for obtaining insurance for its property. Freeman provides no insurance for Shipper or its property.

8. LIMITATION ON SHIPPER’S RECOVERABLE DAMAGES. Shipper understands that even if Shipper’s property is lost, stolen, or damaged, Freeman does not pay replacement or restoration cost of any property. Property is lost, stolen, or damaged when the property is destroyed or completely destroyed by fire, theft, loss, or any other cause of loss beyond the reasonable control of Freeman. When perishable goods cannot be delivered and disposition is not given within a reasonable time, such property shall be settles by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules and the decision of the arbitrator shall be final, binding and conclusive. Any award shall not have any bearing on this duty of payment. No claim may be submitted by or on behalf of Shipper to Freeman unless Shipper’s account is current.

9. CLAIMS. Claims must be filed in writing within nine (9) months after the date of delivery of the property (or in the case of export traffic, within nine (9) months after delivery at the port of export), except that claims for failure to make delivery must be filed within two (2) days after the date of delivery for which a claim is made). No claim for failure to make delivery shall be accepted after more than four (4) months have elapsed. Bills for labor or discomfort or delay shall be instituted against Freeman no later than ten years and one (1) day from the date when written notice is given by Freeman to the claimant that Freeman has disallowed the claim or any part or parts of the claim, as specified in the notice. Shipper shall deliver notice of claim for loss or damage by hand, mail, courier, facsimile, or electronic means to Fidgrod, PO Box 14191, Lexington, KY 40512-1415. The notice of claim for loss or damage shall include a prompt joint survey of the damage, at any time and place to be agreed between the parties, and such survey shall go forward promptly. If, in any case the property is received by the Consignee or its designee’s agent, who delivers the property to Party B, and the Party B property is damaged while being served on Freeman within fifteen calendar days of the receipt of the property, it is agreed between Freeman and Shipper that in that instance the property shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules and the decision of the arbitrator shall be final, binding and conclusive. Claims filed more than nine (9) months from the date on which the property was delivered or should have been delivered are agreed to be forever time barred.

10. CREDITS. Shipper understands that once its property is shipped by Freeman, no request for a credit for failure to make delivery shall be accepted, except that credits for failure to make delivery shall be accepted within two (2) days after the date of delivery for which a credit is made. No credit shall be accepted after more than four (4) months have elapsed. Shipper shall be responsible for the balance of charges not covered by the sale of the property. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

11. CHOICE OF FORUM / ARBITRATION. THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITH THE EXCLUSION OF ITS CONFLICTS OF LAWS PROVISIONS. SHIPPING VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

12. MISCELLANEOUS. (a) Shipper warrants the accuracy of the weight and dimension data furnished in this Contract. Shipper understands that even if it’s property is shipped by Freeman, no request for a credit for failure to make delivery shall be accepted, except that credits for failure to make delivery shall be accepted within two (2) days after the date of delivery for which a credit is made. No credit shall be accepted after more than four (4) months have elapsed. Shipper shall be responsible for the balance of charges not covered by the sale of the property. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(b) Any claim or other matter shall have no bearing on this duty of payment. No claim may be submitted by or on behalf of Shipper to Freeman unless Shipper’s account is current.

(c) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper’s negligence, failure to comply with the inclusion of any dangerous substances made. If the property is not declared to be in a Class I or II, Paper 955 contain contained in this Contract, Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule said shipment, nor shall Shipper be responsible for the consequences of any such action. Shipper shall be liable for any loss or damage to property being served on Freeman within fifteen calendar days of the receipt of the property, it is agreed between Freeman and Shipper that in that instance the property shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Rules and the decision of the arbitrator shall be final, binding and conclusive.