



*Expertise that Delivers*

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## Terms & Conditions



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Craters & Freighters does not warrant that the information on this server or on the Internet generally will be uninterrupted or error free or that any information, software or other material accessible from this server is free of viruses or other harmful components.

### Pickup

Shipments will be picked up at a dock or through one door on the ground floor. Craters & Freighters may use a box

truck equipped with a lift-gate. The estimate is based on a one person pickup. If the shipper is unable to assist the driver with overweight or oversize items, we may supply a second person. Please contact us if you require additional personnel. Additional charges may apply. With the condition of stairs or other obstacles at the pickup location, additional charges may apply.

## Delivery

The consignee may be contacted, by phone, to set up a delivery day. Deliveries are typically made in the morning, Monday through Friday with a four-hour window. To keep shipping costs to a minimum, delivery is based on a one person delivery to the door of the ground floor or to the tail end of the truck when cargo is oversize/weight. Items that weigh more than 100 pounds or are oversize will be considered delivered to the tailgate of the truck. The consignee will be responsible for unloading and should have the proper help at the delivery site. When the consignee cannot unload, you must contact us immediately for other arrangements made prior to shipping or delivery. We can usually provide any level of service that you require, including a second person, uncrating, inside delivery, lift-gate, and other services. Please note that these services will require an additional charge above the quoted amount. A 28 to 54-foot truck routinely delivers shipments. If the consignee lives in an area where delivery by a large truck is prohibited, contact us immediately. Additional charges may apply.

## Insurance

You should declare the full value of each piece to be shipped. Full value can be defined as the amount you have paid for the piece. In the event of a claim, your payment will be based on the amount or the percentage of the value that you have declared. We can only insure items that have been packed by Craters & Freighters. Pre-packed goods can only be insured for theft or lost of an entire package. For complete details on our insurance coverage please read all the Terms & Conditions on the front and back of our freight bill. You will be required to accept these terms and conditions prior to shipping with Craters & Freighters.

## Crate Only

The packing or crating only price includes pick up and crating in our regular service area. Call your local Craters & Freighters to determine if you are within the service area. The shipper is responsible for arranging transportation from Craters & Freighters. Craters & Freighters will build crates to your specifications or design custom wood or double wall corrugated crates following a visual inspection of your product. Our highly-specialized services include custom crating, load, block and brace of containers, ISPM 15, export VCI and VB crating, and much more.

### Transportation Only

Transportation or freight forwarding is not a blanket wrap service. All items transported through Craters & Freighters must be properly boxed or crated for transport. The shipper is responsible for loading and the consignee is responsible for unloading. Transportation or freight forwarding does not include insurance for customer packed goods or pre-packed goods. Other services are available; please call your local Craters & Freighters to discuss options and costs.

### Transit Time

The average time to complete packaging and crating is three working days after pick-up. Actual shipping or transit time will vary from three to ten working days depending on length of haul, and does not include the time for pick-up and packaging/crating. Residential deliveries usually add additional days to transit time because the receiver or consignee will be contacted to schedule a delivery day. The stated times are estimates and will vary by location and work load. Please discuss specific transit and delivery time with you Craters & Freighters associate.

### Payment

All charges are non-refundable and must be paid in full before your goods are shipped. When a shipment is refused by the consignee, return freight and other applicable charges are not be the responsibility of Craters & Freighters. Return charges must be paid in advance. Quoted and actual prices may vary after verification of size, weight and value, or when additional special services requested. Please do not hesitate to contact your local Craters & Freighters location or call 1-800-736-3335 with any questions or concerns.

## Locations

Each Craters & Freighters location is individually (franchisee) owned and operated. Services, pricing, scheduling, and payment options vary by location. All questions, comments, quotes, tracking inquiries, and claims should be directed to the origin Craters & Freighters location.

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## Shippers Contract - Freight Bill (FB) FB0606

In tendering a shipment, Shipper expressly agrees to the terms and conditions set forth below, and on the front and back of the Shippers Contract (Freight Bill):

1. Shipper shall declare the value of the item shipped. If Shipper fails to declare a higher value, Craters & Freighters maximum liability for loss or damage of the item(s) shipped shall be Fifty Dollars (\$50.00). Shipper hereby releases Craters & Freighters, its employees, agents and franchisees from any liability in excess of Fifty Dollars (\$50.00) in the absence of a declared higher value.
2. If Shipper declares a value of the item shipped which exceeds Fifty Dollars (\$50.00), Shipper shall pay excess valuation charges based on applicable carrier and/or Craters & Freighters rates, and the item shall be insured for loss and damage for the declared value.
3. Shipper hereby accepts responsibility for notifying Consignee of the terms and conditions of this Contract, and hereby agrees to hold Craters & Freighters harmless for any loss or damage related to the shipped item in excess of that described in (1) and (2) above. In any instance of arbitration or litigation

relating to this Contract, or the items shipped hereunder, the prevailing party shall be awarded its attorneys fees and costs.

4.
  - o Each Craters & Freighters is franchisee owned and operated.
  - o Customer Packed Goods are insured only for the loss of an entire package. Craters & Freighters is not responsible for visible or concealed damage or for loss of goods from within any delivered package.
  - o Price quotes are subject to size and weight verification.
  - o All shipments are tailgate, one person delivery only, unless stipulated in writing on the face of the Freight Bill in special instructions.
  - o Hazardous materials are prohibited.
5. By signing the Freight Bill, Shipper agrees to pay all sums due in accordance with the terms set forth therein. In the event that any payment required by this Freight Bill is not paid when due, Craters & Freighters shall be entitled to receive, in addition to the principal amount due, interest calculated at the rate of one and one-half percent (1.5%) per month, from the date of invoice until paid. Shipper agrees that, in the event any sums due under this Freight Bill become subject to any collection activity, Craters & Freighters shall be entitled to receive all reasonable costs and expense of collection and/or suit, including but not limited to its attorneys fees and costs.
6. No agent, employee or servant of either Shipper or Craters & Freighters may alter, amend or otherwise modify any term, provision or condition of the Freight Bill. Any such alteration, amendment or other modification shall be void and of no force or effect.
7. In tendering Shipper packed goods for carriage, Shipper warrants that the shipment is packed adequately to protect the enclosed goods and to ensure safe transportation with ordinary care and handling, and that each package is appropriately labeled and is in good order (except as noted) for carriage as specified.
8. International air carriage is subject to the rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929.
9. Craters & Freighters liability with respect to this shipment is expressly limited to the maximum sum of Fifty Dollars (\$50.00) unless a higher value is declared and a fee is paid for such higher declared value. Except as otherwise expressly provided herein,

Craters & Freighters liability is limited to the declared value of the shipment, the amount of invoice, or if there is not an invoice, then the actual cash value at the time loss or damage occurs, or the cost to repair or replace the property with material of like kind and quality whichever is lower.

Where a Shipper declares a value that is less than the actual value of the shipment, payment upon any claim shall be limited to the proportion which the value declared by the Shipper bears to the actual value of the shipment. Shipper further agrees to indemnify, defend, and hold harmless, Craters & Freighters, its agents, employees, and assigns from and against any and all resulting claims, costs, expenses, damages, and liabilities (including attorneys fees) in the event Shipper fails to adequately declare the actual total value of the shipment.

10. In the event Shipper fails to break out the values per item on a multiple item shipment, the maximum amount that will be paid per item in the event of any claim shall be determined by dividing the total declared value of the shipment by the number of items in the shipment.
11. Craters & Freighters is not liable for loss, damage, delay, misdelivery or nondelivery not caused by its own negligence; loss, damage, delay, misdelivery or nondelivery caused by (i) the act, default or omission of Shipper, Consignee, or any other party who claims interest in the shipment, (ii) the nature of the shipment or any defect, or any characteristic thereof, (iii) violation by Shipper or Consignee of any of the conditions of contract contained in this Freight Bill, including, but not limited to improper or insufficient packing, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, (iv) acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, acts or omissions of customs or quarantine officials, riots, strikes or other local disputes, civil commotions, hazards incident to a state of war or acts of terrorism, weather conditions or mechanical delay of aircraft, or (v) acts or omissions of any person other than Craters & Freighters, including compliance with delivery instructions from Shipper or Consignee. Further, Craters & Freighters shall not be liable for: (a) Shippers packed goods where there is loss or damage of articles loaded or sealed in packages provided by Shipper; (b) any mechanical failure of any electronics,

musical instruments, appliances, clocks, radios, cameras, or other mechanical or electronic items of any kind or nature; (c) any claims for damage where such damage recurred in a place where prior damage existed, or where such prior damage was previously repaired or restored; (d) for any claims or damages resulting from or to finishes incompletely or inadequately cured or dried, or which were previously broken down from age, abuse, or otherwise; (e) any claims for loss or damage to abandoned goods or for shipments refused, delayed, re-delivered, mis-delivered, or not delivered by reason of the fault of the Shipper or Consignee, whether in the possession of Craters & Freighters, Carrier, or any third party; (f) any internal, unsecured or insufficiently secured, or other inherent vice contained within item(s) shipped which results in damage to item(s); (g) spoilage, contamination, freezing, rusting, extremes of temperature or air pressure, shrinkage, evaporation, change in flavor, appearance, or texture; or (h) damage caused by hazardous materials.

12. SHIPPER REPRESENTS AND WARRANTS THAT IT IS NOT SHIPPING ANY ITEMS WHICH CONTAIN OR ARE COMPRISED OF HAZARDOUS MATERIALS, AS SUCH TERM (HAZARDOUS MATERIALS) IS DEFINED BY FEDERAL, STATE, OR LOCAL LAW.
13. CRATERS & FREIGHTERS SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, INTEREST, OR INCOME WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
14. WRITTEN NOTICE OF LOSS DUE TO DAMAGE OR SHORTAGE MUST BE REPORTED BY SHIPPER TO CRATERS & FREIGHTERS WITHIN 5 DAYS FOR VISIBLE DAMAGE AND 12 DAYS FOR CONCEALED DAMAGE AFTER THE DELIVERY OF THE SHIPMENT. WRITTEN NOTICE OF LOSS DUE TO NONDELIVERY MUST BE REPORTED BY SHIPPER TO CRATERS & FREIGHTERS WITHIN 30 DAYS AFTER ACCEPTANCE OF THE SHIPMENT FOR CARRIAGE. Documentation of all claims other than overcharge claims must be submitted in writing to Craters & Freighters within 90 days after delivery. In the event additional documentation is required to evaluate the claim then Shipper agrees that such additional documentation must be submitted to

Craters & Freighters within 9 months after delivery. No cargo, loss, or damage claim will be processed until all transportation charges have been paid. The amount of a claim may not be deducted from the transportation charges. Receipt of the shipment by Consignee without written notification of damage on the delivery receipt shall be prima facie evidence that shipment was delivered in good condition, except in the case of claims for concealed damage which is not discovered at the time of delivery. Shipper shall notify Craters & Freighters promptly in writing after the discovery of concealed damage and in any event no later than 12 days from the date of delivery. Shipper must make the original shipping cartons and packing available for inspection by Craters & Freighters. Claims for overcharges and refunds must be made in writing to Craters & Freighters within 30 days of the billing date. All claims must be filed by Shipper, and Shipper shall require its Consignees to (a) note all damages on the carriers delivery receipt, (b) retain all packaging materials, (c) provide photographs of the damaged items and the packaging materials, and (d) notify Shipper and Craters & Freighters of any loss or damage within the time(s) specified herein. Suits for loss, damage, injury or delay shall be instituted against Craters & Freighters no later than two years and one day from the day when written notice is given by Craters & Freighters to Shipper that Craters & Freighters has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, then Craters & Freighters shall not be liable for such claim, and such claims will not be paid.

15. Craters & Freighters normal routing shall be followed unless Shipper specifically requests and inserts herein specific routing to be followed by Craters & Freighters.
16. Unless Shipper specifies to the contrary, the shipment tendered herein may, at the sole discretion of Craters & Freighters, be diverted to motor or other carrier.
17. Shipper shall enter the amount of any Shipper, COD charges which shall be collected subject to the fees and rules of the delivering carrier.
18. By signing the Freight Bill or clicking I Agree, Shipper agrees to all the terms and conditions stated in this agreement and additionally certifies that this cargo does not contain any unauthorized explosives, incendiaries or hazardous materials. Shipper consents to a search of this cargo. Shipper is aware that this

endorsement and/or original signature, along with other shipping documents, will be retained on file for at least thirty days.

19. Any problems encountered should be directed to the Craters & Freighters that handled your goods.
20. Any legal action involving a lawsuit must be filed at the geographical origin of the shipment.

#### Job Service Order (JSO)0606

In tendering this item(s) for packing, Client expressly agrees to the terms and conditions set forth on this Job Service Order. Craters & Freighters liability for any loss or damage to the item(s) is expressly limited to the sum of Fifty Dollars (\$50.00) unless Client expressly declares a higher value and pays the cost of such valuation based on the actual total value of the item(s).

Where a Client declares a value that is less than the actual value, payment upon any claim shall be limited to the proportion which the value declared by the Client bears to the actual value of the item. For example: An item valued at \$50,000.00 is declared at \$10,000.00 and there is a \$6,000.00 claim presented. Craters & Freighters liability would then be limited to \$1,200.00. The failure by the Client to declare a value in excess of Fifty Dollars (\$50.00) shall relieve Craters & Freighters, its agents, employees, and assigns, of any liability in excess of Fifty Dollars (\$50.00) for any loss or damage to the item(s). Client further agrees to indemnify, defend, and hold harmless, Craters & Freighters, its agents, employees, and assigns from and against any and all claims, costs, expenses, damages, and liabilities (including attorneys fees) in excess of the limits set forth herein in the event Client fails to adequately declare the actual value of items. See additional terms on the back of this Job Service Order.

**CLIENT HEREBY EXPRESSLY AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS UPON TENDERING ITEM(S) FOR PACKING DESCRIBED HEREIN:**

1. By signing this Job Service Order, Client agrees to pay all sums due in accordance with the terms set forth herein. In the event that any payment required by this Job Service Order is not paid when due,

Craters & Freighters shall be entitled to receive, in addition to the principal amount due, interest calculated at the rate of one and one-half percent (1.5%) per month, from the due date stated on the invoice. If a separate invoice is not received the due date is 30 days from the date stated on the Job Service Order. Client expressly agrees that, in the event any sums due under this Job Service Order become subject to any collection activity, Craters & Freighters shall be entitled to receive all reasonable costs and expenses of collection and/or suit, including but not limited to its attorney fees and costs.

2. No agent, employee, or servant of either Client or Craters & Freighters may alter, amend, or otherwise modify any term, provision or condition of this Job Service Order. Any such alteration, amendment, or other modification shall be void and of no force or effect.
3. **CRATERS & FREIGHTERS LIABILITY WITH RESPECT TO ITEMS COVERED BY THIS JOB SERVICE ORDER IS EXPRESSLY LIMITED TO THE SUM OF \$50.00 UNLESS A HIGHER VALUE IS DECLARED FOR VALUATION HEREIN AND A HIGHER CHARGE PAID.** Except as otherwise expressly provided herein, Craters & Freighters' liability is limited to the declared value of the item(s), the amount of the invoice or if there is no invoice, then the actual cash value at the time of loss or damage occurs, or the cost to repair or replace the property with material of like kind and quality, whichever is lower.
4. This coverage is in effect only while the item(s) are in the care, custody, and control of Craters & Freighters. If no shipping documents are attached, Craters & Freighters will not be liable for any damages to the contents of containers. In the event Client should require a Craters & Freighters franchise to pack and ship the items within the containers manufactured by Craters & Freighters, then liability shall accrue in accordance with the contract terms of the Craters & Freighters Freight Bill.
5. In the event Client fails to break out the values per item on a multiple item job, the maximum amount that will be paid per item in the event of any claim shall be determined by dividing the total declared value of the job by the number of items in the job.
6. Craters & Freighters is not liable for any damage not caused by its own negligence; or any damage caused by (i) the act, default, or omission of Client or any other party who claims an interest in the item(s), (ii)

the nature of the item(s) or any defect, or any characteristic thereof, or (iii) acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, strikes or other local disputes, civil commotions, hazards incident to a state of war, or weather conditions. Further, Craters & Freighters shall not be liable for: (a) any mechanical failure of any electronics, musical instruments, appliances, clocks, radios, cameras, or other mechanical or electronic items of any kind or nature; (b) any claims for damage where such damage recurred in a place where prior damage existed, or where such prior damage was previously repaired or restored; (c) for any claims or damages resulting from or to finishes incompletely or inadequately cured or dried, or which were previously broken down from age, abuse, or otherwise; (d) any claims for damages for abandoned goods, whether in the possession of Craters & Freighters, or any third party designated by Craters & Freighters; (e) any internal or other inherent vice contained within item(s) which results in damage to item(s); or (f) spoilage, contamination, freezing, rusting, extremes of temperature or air pressure, shrinkage, evaporation, change in flavor, appearance, or texture.

7. CRATERS & FREIGHTERS SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, INTEREST, OR INCOME WHETHER OR NOT CRATERS & FREIGHTERS HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
8. Craters & Freighters normal packaging procedure shall be followed unless Client specifically requests and inserts herein specific instructions to be followed by Craters & Freighters.

#### Custom Container Contract (CCO)0606

Client has contracted Craters & Freighters to construct containers. Client affirms that he/she has had the opportunity to review the crates and crate design, and is satisfied that they are built according to Client specifications. If Craters & Freighters has also been contracted to pack the items, Client has had the opportunity to inspect the methods and materials used in packing and is

satisfied that they meet Client specifications. Craters & Freighters has not been contracted to transport the items. Client has provided Craters & Freighters with the dimensions and weights of the items to be crated and such weights have been relied upon in the construction and design of the crates. Therefore, Client shall indemnify and hold harmless Craters & Freighters for any damages concerning the crating and packing of the items to be transported.

Client agrees that Craters & Freighters liability shall be limited to damage to the crate itself and not to the contents of same. In no event shall Craters & Freighters be held liable for improper packaging for an amount in excess of the cost of packaging and then only with (1) satisfactory and substantial evidence of improper construction and (2) no evidence of improper handling or transporting by others.

In the event Client requires Craters & Freighters to pack and ship the items within the crates manufactured by Craters & Freighters, liability shall accrue according to the terms and conditions of the shipping documents within the Craters & Freighters Freight Bill.

If you do not agree to these terms and conditions, you may not complete the registration process. Clicking in the box marked 'I agree' and clicking the Log In button indicates your acknowledgment that you have read and accepted these terms and conditions.



#### Limited Coverage Freight Bill 0606

In tendering this shipment, Shipper expressly agrees to the terms and conditions set forth below, and on the back of this Shipper's Contract (Freight Bill):

1. Shipper acknowledges that the items shipped under this Freight Bill are insured only for the loss of an entire package. Shipper acknowledges that it was given a choice regarding the type of insurance to ship the item(s) under and that Shipper knowingly and voluntarily made the decision to ship the item(s) with loss only coverage. Shipper acknowledges and agrees that Craters and Freighters shall not be responsible for any visible or concealed damage to the item(s) shipped hereunder, or for any delay in transportation.

2. Shipper shall declare the value of the item shipped. If Shipper fails to declare a higher value, Craters & Freighters maximum liability for loss of the item shipped shall be Fifty Dollars (\$50.00). Shipper hereby releases Craters & Freighters, its employees, agents and franchisees from any liability in excess of Fifty Dollars (\$50.00) in the absence of a declared higher value.
3. If Shipper declares a value of the item shipped which exceeds Fifty Dollars (\$50.00), Shipper shall pay excess valuation charges based on applicable carrier and/or Craters & Freighters rates, and the item shall be insured for loss for the declared value.
4. Shipper hereby accepts responsibility for notifying Consignee of the terms and conditions of this Contract, and hereby agrees to hold Craters & Freighters harmless for any loss or damage related to the shipped item in excess of that described in (1) and (2) above. In any instance of arbitration or litigation relating to this Contract, or the items shipped hereunder, the prevailing party shall be awarded its attorneys fees and costs.
5. See additional terms on the back of this Freight Bill (Shipper's Contract).
6. By signing this Freight Bill, Shipper agrees to pay all sums due in accordance with the terms set forth herein. In the event that any payment required by this Freight Bill is not paid when due, Craters & Freighters shall be entitled to receive, in addition to the principal amount due, interest calculated at the rate of one and one-half percent (1.5%) per month, from the date of invoice until paid. Shipper agrees that, in the event any sums due under this Freight Bill become subject to any collection activity, Craters & Freighters shall be entitled to receive all reasonable costs and expenses of collection and/or suit, including but not limited to its attorneys' fees and costs.
7. No agent, employee or servant of either Shipper or Craters & Freighters may alter, amend or otherwise modify any term, provision or condition of this Freight Bill. Any such alteration, amendment or other modification shall be void and of no force or effect.
8. In tendering Shipper packed goods for carriage, Shipper warrants that the shipment is packed adequately to protect the enclosed goods and to ensure safe transportation with ordinary care and handling, and that each package is appropriately labeled and is in good order (except as noted) for carriage as specified.
9. International air carriage is subject to the rules relating

- to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929.
10. Craters & Freighters liability with respect to this shipment is expressly limited to the maximum sum of Fifty Dollars (\$50.00) unless a higher value is declared and a fee is paid for such higher declared value. Except as otherwise expressly provided herein, Craters & Freighters liability is limited to the declared value of the shipment, the amount of invoice, or if there is not an invoice, then the actual cash value at the time loss occurs, or the cost to replace the property with material of like kind and quality whichever is lower. Where a Shipper declares a value that is less than the actual value of the shipment, payment upon any claim shall be limited to the proportion which the value declared by the Shipper bears to the actual value of the shipment. Shipper further agrees to indemnify, defend, and hold harmless, Craters & Freighters, its agents, employees, and assigns from and against any and all resulting claims, costs, expenses, damages, and liabilities (including attorneys fees) in the event Shipper fails to adequately declare the actual total value of the shipment.
  11. In the event Shipper fails to break out the values per item on a multiple item shipment, the maximum amount that will be paid per item in the event of any claim shall be determined by dividing the total declared value of the shipment by the number of items in the shipment.
  12. Shipper acknowledges and agrees that Craters & Freighters shall not be liable in any event for any damage, whether visible or concealed, other than loss, or for any delay of the shipment. Craters & Freighters is not liable for loss not caused by its own negligence. Craters & Freighters is not liable for loss caused by (i) the act, default or omission of Shipper, Consignee, or any other party who claims interest in the shipment, (ii) the nature of the shipment or any defect, or any characteristic thereof, (iii) violation by Shipper or Consignee of any of the conditions of contract contained in this Freight Bill, including, but not limited to improper or insufficient marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, (iv) acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, acts or omissions of customs or

quarantine officials, riots, strikes or other local disputes, civil commotions, hazards incident to a state of war or acts of terrorism, weather conditions or mechanical delay of aircraft, or (v) acts or omissions of any person other than Craters & Freighters, including compliance with delivery instructions from Shipper or Consignee. Further, Craters & Freighters shall not be liable for: (a) any claims for damage; (b) any claims for loss to abandoned goods or for shipments refused, delayed, re-delivered, mis-delivered, or not delivered by reason of the fault of the Shipper or Consignee, whether in the possession of Craters & Freighters, Carrier, or any third party; or (c) damage caused by hazardous materials.

13. SHIPPER REPRESENTS AND WARRANTS THAT IT IS NOT SHIPPING ANY ITEMS WHICH CONTAIN OR ARE COMPRISED OF HAZARDOUS MATERIALS, AS SUCH TERM (HAZARDOUS MATERIALS) IS DEFINED BY FEDERAL, STATE, OR LOCAL LAW.
14. CRATERS & FREIGHTERS SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, INTEREST, OR INCOME WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
15. WRITTEN NOTICE OF LOSS MUST BE REPORTED BY SHIPPER TO CRATERS & FREIGHTERS WITHIN 5 DAYS AFTER THE DELIVERY OF THE SHIPMENT. WRITTEN NOTICE OF LOSS DUE TO NONDELIVERY MUST BE REPORTED BY SHIPPER TO CRATERS & FREIGHTERS WITHIN 30 DAYS AFTER ACCEPTANCE OF THE SHIPMENT FOR CARRIAGE. Documentation of all claims other than overcharge claims must be submitted in writing to Craters & Freighters within 90 days after delivery. In the event additional documentation is required to evaluate the claim then Shipper agrees that such additional documentation must be submitted to Craters & Freighters within 9 months after delivery. No claim will be processed until all transportation charges have been paid. The amount of a claim may not be deducted from the transportation charges. Receipt of the shipment by Consignee without written notification of loss on the delivery receipt shall be prima facie evidence that shipment was delivered in good condition. Shipper must make the original shipping cartons and packing available for inspection

by Craters & Freighters. Claims for overcharges and refunds must be made in writing to Craters & Freighters within 30 days of the billing date. All claims must be filed by Shipper, and Shipper shall require its Consignees to (a) note all loss on the carriers' delivery receipt, (b) retain all packaging materials, (c) provide photographs of the packaging materials, and (d) notify Shipper and Craters & Freighters of any loss within the time(s) specified herein. Suits for loss, shall be instituted against Craters & Freighters no later than two years and one day from the day when written notice is given by Craters & Freighters to Shipper that Craters & Freighters has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, then Craters & Freighters shall not be liable for such claim, and such claims will not be paid.

16. Craters & Freighters' normal routing shall be followed unless Shipper specifically requests and inserts herein specific routing to be followed by Craters & Freighters.
17. Unless Shipper specifies to the contrary, the shipment tendered herein may, at the sole discretion of Craters & Freighters, be diverted to motor or other carrier.
18. Shipper shall enter the amount of any Shipper's COD charges which shall be collected subject to the fees and rules of the delivering carrier.
19. By signing this Freight Bill Shipper agrees to all the terms and conditions stated in this agreement and additionally certifies that this cargo does not contain any unauthorized explosives, incendiaries or hazardous materials. Shipper consents to a search of this cargo. Shipper is aware that this endorsement and original signature, along with other shipping documents, will be retained on file for at least thirty days.

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