

CONDITIONS OF CONTRACT

1. NON-NEGOTIABLE DOCUMENT- IN TENDERING THE SHIPMENT(S) DESCRIBED HEREIN FOR CARRIAGE THE 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 MUTALLY AGREED THAT THE SHIPMENT(S) DESCRIBED HEREIN ON THE DATE HEREOF ARE 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 INSPECTING BY THE PARTIES HERETO AND 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 COMPANY, PERSONAL, 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: ARTWORK, BILLS OF EXCHANGE, BONDS, BULLION OR PRECIOUS METALS, CURRENCY, DEEDS, EVIDENCES OF DEBT, FURS; GEMS, CUT OR UNCUT; GOLD BULLION, COINED OR UNCOINED; CYANIDES, PRECIPITATES OR SULFIDES; 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 WILL 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 SHALL BE COMPUTED AS TO ACTUAL OR DIMENSIONAL (VOLUME), WHICHEVER IS GREATER. FOR CALCULATION PURPOSE RATES ARE BASED ON TEN (10) POUNDS PER CUBIC FOOT.

9. PAYMENT OF INVOICES- ALL INVOICES ARE PAYABLE TO: **JBF EXPRESS, INC., 4392 BOADWAY, DEPEW, NY 14043. NO LATER THAN 30 DAYS FROM THE DATE OF THIS INVOICE. IN THE EVENT OF DEFAULT, SUIT FOR COLLECTION WILL BE FILED.**