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 LABOR, SERVICES AND/OR RENTAL EQUIPMENT IS PlACED BY EXHIBITOR WITH FREEMAN; OR
• WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOR SECURED THROUGH FREEMAN.

DEFINITIONS

For purposes of this Contract, "FREEMAN" or "The Freeman Companies" means Freeman Expositions, LLC., Freeman Expositions, Ltd., Freeman Audio Visual, Inc., Exhibit Surveys, LLC., Freeman Exhibit, Freeman Transportation, FreemanXP, LLC., Stage Rigging, LLC., The Freeman Company, Freeman Electrical, LLC., Freeman Digital Ventures, LLC., 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 at show site. All payments must be in U.S. secure funds and all checks must be drawn on a U.S. bank. Orders received without advance payment or after the deadline date will incur additional charges as indicated on each order form. Payment for Audio Visual services and equipment is due in advance of move-in, unless otherwise agreed in writing with Freeman. 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 (excluding Audio Visual equipment and computers) include delivery, installation, and removal from EXHIBITOR’S booth. Rental prices on Audio Visual equipment and computers do not include labor, delivery, electrical services or removal of the equipment from the booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour “per-per-hour” charge will be applied for all labor 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. Audio Visual orders cancelled within 7 days from the show opening date will be charged a one-day rental rate on equipment. On-site cancellation of Audio Visual services will result in a one-day rental charge of equipment and any applicable labor. If the Show or Event is canceled because of rea-sons 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 in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is rebilling 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 pre-approved unpaid balance after the close of the show; terms will be net, due and payable in DALLAS, TEXAS 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 prepaid 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, FREEMAN 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 not 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 will 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 the credit card transaction is declined, EXHIBITOR hereby authorizes Freeman to process the outstanding balance in multiple smaller increments that total the amount of the outstanding payment obligation. In the event that a THIRD PARTY (AGENT) orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the EXHIBITOR. All invoices are due and payable upon receipt, by either party.

ELECTRICAL

If FREEMAN provides electrical services, 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. Please note that electrical services are NOT automatically included in Audio Visual rentals and must be ordered separately from the designated electrical provider.

LABOR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES

EXHIBITOR shall be responsible for the performance of labor provided under this option. It is the responsibility of EXHIBITOR to supervise labor 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, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. If any labor secured through Freeman is conducting overhead work, the Exhibitor is responsible for ensuring that everyone in the area of overhead work is wearing a hard hat. If the Exhibitor does not have its own hard hats, Freeman can assist with obtaining them. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor 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 labor provided by FREEMAN but supervised by EXHIBITOR. Further, the EXHIBITOR’S indemnification of FREEMAN includes any and all violations of Federal, State, County or Local ordinances, “Show Regulations and/or Rules” as published and/or set forth by Facility or Show Management, and/or directing labor 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 THE “SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT” AS IT RELATES TO TRANSPORTATION SERVICES. 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.

FREEMAN terms & conditions
1. PAYMENT FOR SERVICES MAY NOT BE WITHHELD.

2. PACKAGING/CRATES AND STORAGE. Freeman shall not be responsible for damage to loose or uncased materials, pad wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Freeman shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. Freeman does not accept any crate or packaging that is not passing inspection by any lists.

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 or its representatives. All empty labels must be removed or the carrier under 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.

4. INBOUND/OUTBOUND SHIPMENTS. There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor, or a lapse of time between the completion of packing and the actual pickup of materials from the booth for loading onto a carrier and during such times, Exhibitor materials will be left unattended. Freeman assumes no responsibility or liability for ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER THEY HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. Freeman recommends the obtaining of security services from Facility or Show Management. All MHA's submitted to Freeman by Exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to Freeman and the actual count of such items in the booth. Freeman shall not be responsible for loss, damage, theft, or disappearance of Exhibitor's materials while in or at the Carrier's facility.

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 after the conclusion of the show. Freeman is not the carrier or the control under assumes 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 is not the carrier or control under assumes 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 assumes no responsibility for loss, damage, theft or disappearance of Exhibitor’s materials that arise out of improperly loaded or labeled materials.

6. DESIGNATED CARRIERS. 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 charges relating to such receiving and handling. IN NO EVENT SHALL FREEMAN BE RESPONSIBLE FOR ANY LOSS RESULTING FROM SUCH RECEIVING OR HANDLING.

7. FORCE MAJEURE. Freeman’s performance hereunder is subject to, and Freeman shall not be responsible for delay, loss, theft, or damage to or of the following conditions are met: (a) events that are beyond the control of Freeman or its employees, directors, officers, agents, employees, affiliates, and related entities. In no event shall Freeman be deemed to be theUltimate Consignee for shipping and custom purposes. The term “Converter” means the Exhibitor, its employees, agents, and representatives.

8. 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 date when Exhibitor’s materials are delivered to the carrier for transportation from show site or from Freeman’s warehouse. All claims related to the thirty (30) 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, Exhibitor shall not be entitled to and shall not withhold payment due 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 their own merits.

b. MAXIMUM RECOVERY. If found liable for any loss, Freeman’s sole and exclusive maximum liability for loss or damage to Exhibitors materials and Exhibitor’s sole and exclusive remedy is limited to $50.00 (US$) per pound per article with a maximum liability of $100.00 (US$) per item, or $1,500.00 (US$) per shipment whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

c. LIMITATION OF LIABILITY. IN NO EVENT SHALL FREEMAN BE LIABLE TO THE EXHIBITOR OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ECONOMIC LOSS OR SUBSEQUENT TO, OR ARE ALLEGED AS A RESULT OF, TORTIOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF FREEMAN OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, WHETHER ARISING OUT OF OR RELATING TO THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER OR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.

9. DECLARED VALUE. Declarations of Declared Value are between the Exhibitor and the selected Carrier and are in no way an extension of Freeman’s maximum liability stated herein. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS. 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 TERM OF CARRIAGE.

10. JURISDICTION / VENUE. THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. IN CONSIDERATION OF FREEMAN PERMITTING EXHIBITOR TO ENTER THE PREMISES, YOU AGREE TO ENTER AT YOUR OWN RISK, SUBJECT TO THE EQUIPMENT OR SERVICES OF FREEMAN OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, WHETHER ARISING OUT OF OR RELATING TO THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER OR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.

11. INDEMNIFICATION. Exhibitor agrees to indemnify and forever hold harmless Freeman 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) arising out or contributed to by Exhibitor’s negligent (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) arising out or contributed to by Exhibitor’s negligent

12. LIEN. Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor’s materials that is from time to time in the possession of Freeman and all the proceeds thereof, including without limitation insurance proceeds and any unsecured balance of unpaid fees paid by Freeman and services performed, materials and/or labor from time to time provided by Freeman or for the benefit of Exhibitor (“Obligations”). Freeman shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time (“UCC”), and any notice that Freeman is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. Freeman may hold and not deliver any of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.

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

14. DRIVER LIABILITY WAIVER. IN CONSIDERATION OF FREEMAN PERMITTING ENTRANCE TO THE PREMISES, YOU, YOUR EMPLOYER, THE OWNER OF THE TRUCK OR EQUIPMENT THAT YOU ARE OPERATING (TRUCKOWNER) AND YOU AS AGENT OF YOUR EMployer and the TRUCKOWNER, HEREBY ASSUME ALL RISK OF INJURY OR HARM TO YOURSELF AND OTHERS AND DAMAGE TO YOUR PROPERTY AND PROPERTY BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE IN CONSIDERATION OF FREEMAN PERMITTING ENTER TO THE PREMISES, YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND ARE AWARE OF ALL THE RULES FOR SAFE OPERATION YOU, YOUR EMPLOYER, THE TRUCKOWNER, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSOCIATES, AFFILIATED COMPANIES AND RELATED ENTITIES, AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISE.
This is an automatically generated message. It is not intended for human reading and may not be accurate or complete.
1. DEFINITIONS. In this Contract, “Freeman” means Freeman Exhibitions, Inc., and its respective employ-ees, officers, directors, agents, assigns, affiliated companies, 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 the original consignor, the original consignee, any other principal in-terested, and contractors appointed by the Shipper, excluding only Freeman. “Property” is all objects of any type re ceived from the Shipper for transport by Freeman as described herein. “Consignee” is the party to whom the property is 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 Contract, Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shipper’s property. This Contract supersedes any oral or written agreements preceding this writing. Follow the terms of this Contract, unless you have a specific written agreement with Freeman regarding your property. This Contract is subject to change and may be terminated at any time by either party. This Contract is binding upon all parties to the contract and all persons who may claim under any of them.

3. FREEMAN’S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED. Freeman shall not be responsible for events or causes beyond its reasonable control, including (but not by way of illustration only, and not as a limitation on the breadth of this clause), strikes, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, factory closure, act of God, fire, flood, water damage, delay in transit, theft, vandalism, robbery, regulation, tax act, war, hostilities or foreign policy of the United States, court order, act of government, labor strike, work slowdown, embargo, executive order, political disturbance, civil or international war, civil insurrection, riot, war, fire, strike, act of violence, natural disaster (including but not limited to earthquake, flood, hurricane, tidal wave, or other natural disaster), and any other event beyond the reasonable control of Freeman.

4. PACKAGING AND CRATES. Shipper’s property must be well packed for safe and secure handling, storage and shipment using ordinary care. Freeman makes neither representation nor any warranty regarding the acceptance of specialized or hazardous packaging system or procedure for Shipment that might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, padwrapped or shrink-wrapped materials, or any other packaging system or procedures. All packages are to be well marked with a description of the contents. Charges and packaging should be of a design to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be obtained from the National Motor Freight Classification, published by the National Motor Freight Traffic Association. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper’s expense.

5. PERISHABLE GOODS. Goods of a perishable nature are carried in dry trailers without environmental controls, or, if requested, in an insulated trailer. For perishable goods, the Shipper will give written notice of requested temperature setting of the thermostatic controls before receipt of the goods by Freeman. When a loaded trailer is received, Freeman will verify that the thermostatic controls are set to maintain trailer temperature as requested. Freeman is not responsible for product deterioration caused by inherent vices, defects in the merchandise or transit times in excess of product shelf life. Reheated, heated, specially ventilated or otherwise specially equipped trailer is being used. “Temperature setting” means the temperature at which the property was delivered or should have been delivered as agreed to be forever time barred.

6. REFUSED SHIPMENTS. If the Consignee refuses a shipment tendered for delivery or Freeman is unable to deliver a shipment because of fault or mistake of Freeman or its property. Freeman shall not be responsible for damage to loose or uncrated materials, padwrapped or shrink-wrapped materials, or any other packaging system or procedures. All packages are to be well marked with a description of the contents. Charges and packaging should be of a design to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be obtained from the National Motor Freight Classification, published by the National Motor Freight Traffic Association. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper’s expense.

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, damaged or delayed, it will not be liable to recover all of its losses. No claim may be submitted by or on behalf of Shipper to Freeman unless Shipper’s account is current.

9. SHIPPER’S RESPONSIBILITIES AND INDEMNIFICATION. (a) Shipper must pay in full for the services rendered under this Agreement at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to 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. (b) Shipper accepts all responsibility for any claims of any kind or nature. Shipper warrants and will ensure that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gasses, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, material or object in any form that could pose a threat to the health or safety of Freeman persons, property, or the public welfare in general. Such goods may be warehoused at owner’s risk and expense or destroyed without compensation. (c) Shipper shall defend and indemnify Freeman, its employees, drivers, 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 property damage caused by any of the following reasons: (1) damages caused by fault or mistake of Shipper or its agents; (2) acts of God; (3)今天我们 must confirm that the damage occurred during the transportation services you are requesting. Notwithstanding the above limitations, Freeman will not be liable to shipper for any claim or demand against us, the property or the public welfare in general. Such goods may be warehoused at owner’s risk and expense or destroyed without compensation.

10. 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 damage must be filed within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Freeman no later than two (2) years and one (1) day from the day when written notice is given by the claimant to Freeman that has delivered the claimant or any part or parts of the claim claimed not to have been delivered. The amount of damages recoverable on a claim for loss or damage shall not exceed $500,000.00 (USD): (a) Artworks and objects of art, including without limitation, original paintings, drawings, etchings, watercolor, tapestries and sculptures or prototypes; (b) Clocks, jewelry, including costume jewelry, fur, and finished clothing; (c) Antiques, furniture, silver, jade, porcelain, china, cut glass, porcelain, gift certificates, debt cards, credit cards, and any other items of extraordinary value. (e) For other unmarked, unlabeled, or improperly packed television monitors, the maximum liability is the lesser of $3,000.00 (USD) per pound or the actual invoice price.

Any claim or demand against Freeman arising from any shipment with a declared value in excess of the allowed maximum does not constitute a waiver of Freeman’s maximum liability. (THE "FAIR MARKET VALUE" EQUALS THE AS IS WHERE IS PRICE FOR THE PROPERTY AT THE LOCATION AT THE SHOW TO WHICH PRICE A WILLING BUYER AND A WILLING SELLER WOULD AGREE IN AN ORDINARY COURSE OF BUSINESS, ARM’S LENGTH SALE, OR $5.00 (USD) PER POUND OF CARGO LOST OR DAMAGED. (c) damages caused by fault or mistake of Freeman, the maximum liability shall not exceed the maximum declared value of the property, or the value of the property per pound, whichever is less.

12. MISCELLANEOUS. (a) Shipper warrants the accuracy of the weight and dimension data furnished in this Contract; shipper agrees that this Contract may not be modified, suspended or terminated unless in writing, and that Freeman may assign all or part of this Contract and waive any of its rights hereunder. Shipper agrees that this Contract shall be construed in accordance with the laws of the State of Texas, notwithstanding any thing herein to the contrary, any controversy or claim arising out of or in connection with this Contract, or any interpretation of this Contract shall be submitted to arbitration as provided for in the Agreement, except that the agreement to arbitrate shall not include any claims or controversies regarding the existence, validity or enforceability of this agreement to arbitrate, any claims or controversies arising out of or in connection with this agreement, or any claim or controversy based on the existence, validity or enforceability of this agreement to arbitrate. Any arbitration of such a claim or controversy shall be governed by the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) shall be deliverable by any court having jurisdiction thereof.

13. SMALL PACKAGE PROGRAM. If items shipped via Freeman’s Small Packages Program are lost, dam-aged or delayed, Freeman’s maximum liability shall not exceed $100,000 per shipment. An item is defined as a package unless AT THE TIME OF SHIPMENT SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE.