

The following terms and conditions of service govern all shipments arranged through or fulfilled by Show Freight International, Inc., (hereinafter referred to as "SFI"), and all its authorized agents and subsidiaries.

1. Upon tendering this shipment, the Shipper agrees to the following Conditions of Contract. No agent or employee of either party may alter the Conditions of Contract - this bill of lading is non-negotiable. It is agreed between the parties that the 'conditions of carriage' for this shipment are governed by SFI tariffs which are hereby incorporated into this contract. Said tariffs are available for inspection at SFI corporate headquarters. Shipper in this contract means the party from whom the shipment is received, the party who requested the shipment to be transported by SFI, any party having an interest in the shipment and any party who acts as an agent for any of the above.
2. The Shipper certifies and represents to SFI that each package is properly described on the bill and is properly marked, labeled, and packaged to ensure safe transportation, and except as noted on the face of the bill, is in good order and condition. Original shipping instructions, to include a request for Excess Valuation, whether verbal or in writing, cannot be altered without prior written approval of both the Shipper and SFI. Where there is any conflict between verbal instructions/promises and those spelled out herein, this writing will take precedence. This document supersedes and replaces, in its entirety any and all prior written and/or oral agreements between the Shipper and SFI. SFI liability extends to the shipping content, only - SFI is not responsible for damage to shipping containers. SFI shall not be liable for damage and/or loss of articles shipped in unenclosed containers and/or otherwise not adequately packaged and marked to ensure safe transportation.
3. SFI or the party in possession of any of the property described in the bill of lading shall be liable as at common law for any loss thereof or damage thereof, except as herein provided.
4. Due to the inherent nature of the transportation business, unless agreed upon in writing prior to shipment, SFI is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. SFI does not guarantee pickup, transportation, or delivery by a stipulated date or a stipulated time. Nor shall SFI be liable for the consequences of failure to do so.
5. In Case of necessity, SFI shall have the right to: (a) substitute alternate carriers or other means of transportation; and (b) select the routing or deviate from that shown on the face hereof.
6. If, at the time of delivery, consignee refuses the shipment tendered for delivery by SFI or if SFI is unable to deliver the shipment due to fault or mistake of the consignor or consignee, SFI's liability shall then become that of a warehouseman. SFI shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the Shipper or party, if any, designated to receive notice of the bill of lading. Storage charges, based on SFI's tariff shall start no sooner than the next business day following the attempted notification. Storage may be, at SFI's option, in any location that provide reasonable protection against loss or damage SFI may place the shipment in public storage at the owner's expense and without liability to SFI
7. If SFI does not receive disposition instructions within fortyeight (48) hours of the time of SFI's attempted first notification, SFI will attempt to issue a second and final confirmed notification. Such notice shall advise that if SFI does not receive disposition instructions within ten (10) days of that notification, SFI may offer the shipment for sale.
8. Where SFI has attempted to follow the procedure set forth in paragraphs 6 and 7 above and the procedure provided in this paragraph is not possible, nothing in this paragraph shall be construed to abridge the right of SFI, at its option, to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given with a reasonable amount of time, SFI may dispose of the property to the best advantage.
9. If SFI is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of SFI.
10. At the time of delivery, the consignee must note on the bill of lading/delivery receipt any exception to the shipment that would indicate; a shortage in the shipment and/or possible damage to the contents of the containers. Receipt of a shipment by the consignee or his representative (i.e., an exposition contractor) without notice of damage on the bill of lading/delivery receipt is prima facie evidence that the shipment was delivered complete and in good condition. The consignee may not inspect the contents of the shipment until the consignee signs for the shipment on the delivery receipt. Such notations as "subject to inspection" are not exceptions. Concealed loss/damaged claims (i.e., claims for loss or damage discovered by the consignee after delivery and after a clear receipt has been given) must be received in writing by SFI, no later than seven (7) days after delivery. The shipment must be kept in its original container and SFI allowed to inspect the damaged contents, the shipping containers, and all packing materials, at the delivery location for a period of twenty one (21) days after SFI is properly notified of damage.
11. All other claims (those not for concealed damage) must be received in writing by SFI within thirty (30) days of consignee accepting the shipment.
12. As a condition precedent to recovery, all claims must comply with the notification procedures stated in paragraphs 10 and 11. Where claims are not filed in accordance with the foregoing provisions, SFI shall not be liable and such claims shall not be paid.
13. If there is any claim arising from or related to the transportation and delivery of shipment, any balance due to SFI must be paid before a claim can be honored. Claim amounts may not be deducted from any charges due to SFI. Only one claim per shipment may be filed.
14. Disputes arising from a claim must be brought no later than one hundred eighty (180) days from the day when written notice is given by SFI to the claimant that SFI had disallowed the claim or any part or parts thereof specified in the notice. Where suits are not instituted in accordance with the foregoing provisions, SFI shall not be liable.
15. Any and all disputed claims are to be settled by binding arbitration and the Arbitrator is to be agreed on in good faith by both parties. Should any legal action to enforce a claim ensue, it is expressly agreed by all parties that the only proper venue for any lawsuit arising out of this agreement, including a claim for breach contract, shall be in a court of law in the State of California, County of Riverside. In the event any action or proceeding is commenced by any party to interpret, define or enforce any provision of this Agreement, the prevailing party shall be entitled to recover costs and expenses including, without limitation, reasonable attorney's fees and court costs.
16. For shipments without Excess Valuation declared, the total liability of SFI shall in no event exceed \$0.50 USD per pound for each piece of the shipment which may have been lost, damaged or destroyed (but not less than 50.00 USD per shipment) or the actual value of such piece, whichever is less, plus the amount of any transportation charges for which SFI may be liable. Recovery cannot exceed actual documented fees. Excess Valuation for carriage in excess of \$0.50 USD per pound, per piece, shall be subject to an Excess Valuation charge. Excess Valuation/Declared Value is not and shall not be construed as insurance.
17. Unless each piece of the shipment has declared value stated, and is specifically identified on the SFI bill of lading at the time of shipment, and is so identified on the SFI Bill of Lading as being lost, damaged, destroyed or otherwise adversely affected at the time of delivery SFI shall be liable subject to tariff provisions in effect at the time of the shipment for the average declared value of the shipment multiplied by the packaged weight of the piece(s) adversely affected The average Declared Value of the shipment is determined by dividing the total value declared by the total weight of the shipment.
18. SFI is not liable for damage to flat panel or plasma display screens, neon lighting, neon signs, fluorescent tubes, light bulbs, laser tubes or X-ray tubes.
19. SFI shall not be liable in any event for any special, loss of profits, income interest, utility, or loss of market, whether or not SFI had knowledge such damages might be incurred. SFI does not consider shock watch, tiltmeter, temperature meter or similar device results in evaluating damage claims.
20. It is understood and agreed that the following items will not be shipped by SFI or its agents: items that are prohibited by law, original works of art, prototypes of any kind, antiques, bonds, coins, currency, ceramics, pottery, porcelain, furs, fur clothing, gem stones, industrial diamonds, gold or silver coin centrates, jewelry, precious metals, negotiable securities, time sensitive written materials, household goods and personal effects. SFI shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the forgoing articles, however they be described (accurately or inaccurately) on the SFI bill of lading. No employee or agent of SFI has any authority to waive the limitations contained herein.
21. All shipments are subject to inspection by SFI. However, SFI is not obligated to perform such inspection. SFI maintains the right to refuse any shipment.
22. Shipper and consignee shall hold SFI and its agents harmless and indemnify for any loss, expense, damage, liability, delay or any monetary losses, which are a result of "auxiliary services." "Auxiliary services" are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the services or by SFI. These services include, but are not limited to, local cartage, crating, uncrating, loading and unloading services (drayage) provided by exposition contractors on behalf of the Shipper or consignee. Such limitation of liability shall extend to the selection by SFI of the providers of the "auxiliary services," Providers of "auxiliary services" are contractors for the shipper or consignee and are not agents of SFI. Under no circumstances will the liability of SFI for loss, damage or delay, which is a result of any "auxiliary services" performed by SFI or its agents, be greater than the liability contained in this contract.
23. For international shipments (Canada excepted), liability rules under the Warsaw Convention shall apply, and SFI accepts this bill of lading as a shipper letter of instruction with authorization to prepare and sign on shipper's behalf an international bill of lading. SFI reserves the option to act as agent of the carrier, instead of as a forwarder, in which event the direct carrier's tariffs shall apply to this shipment.
24. All invoices not paid within thirty (30) days of invoice shall be considered delinquent and may be subject to collection procedures. There will be an additional charge of one percent (1%) per month for all delinquent accounts in addition to any charges incurred by SFI during the collections process. Shipper is liable for all charges incurred by SFI for any check or credit transaction rejected due to insufficient funds, or any other reason
25. SFI does not and is not obligated to extend credit to any shipper. SFI has a minimum per-shipment charge. All rates, charges and tariffs are on file in our corporate office.
26. Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater, for domestic shipments, dimensional weight will be based on length times width times depth in inches, divided by a cubic factor of 173. For international shipments, the dimensional weight will be based on length times width times depth in inches divided by a cubic factor of 166. Overcharge claims must be received in writing by SFI no later than thirty (30) days after date of acceptance of the shipment by consignee.
27. Nothing in this contract shall limit the right of SFI to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery, if the description of articles or other information is found to be incorrect or incomplete, the freight charges must be paid upon the articles actually shipped.
28. The Shipper and the consignees shall be liable jointly and severally for all unpaid charges related to this shipment pursuant to this contract The Shipper and the consignee shall also remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed based upon incomplete information provided by the consignor. Liability shall include indemnity to SFI for claims, fines, penalties, damage, cost (i.e., storage, handling, reconsignment, return of freight to Shipper) or other sums which may be incurred by SFI by reason of any violation of this contract and shall surrender possession of the goods until such charges are paid. Should SFI bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, SFI shall be entitled to reasonable attorney fees and costs.
29. SFI shall not be liable for any loss, damage, delay, miss-delivery, non-delivery, or other result not caused by its own negligence. These include, but are not limited to, acts of God, acts of public authorities, labor strikes or disputes, weather, Mechanical failures, civil commotion, acts or omissions of customs or quarantine officials, acts or omissions of exposition contractors, hazards incident to a state of war, or act(s) of terrorism. SFI shall not be liable for loss, damage or delay which results when the shipment is stopped and held in transit upon the request of the Shipper, owner or party entitled to make such requests, or from faulty or impassible highway, or lack of capacity of highway bridge or Ferry; or from defect or vice in the shipment. SFI Shall not be liable for acts, defaults or omissions of the Shipper or consignee for failure to observe these Terms and Conditions. These include, but are not limited to, improper packaging, labeling, inaccurate bill of lading preparation, and the rules relating to shipments that are not acceptable for transportation.
30. If the bill of lading is issued on the order of the Shipper, or his agent, in exchange or in substitution for another bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading, liability shall be considered as part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.