



U.S. Domestic Terms & Conditions of Contract of Carriage

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1. Introduction

3DL Design, Inc. ("3DL") provides services relative to trade show exhibits that include freight and transportation. In tendering shipment(s) for surface or air transportation within the United States or to or from Puerto Rico and/or other U.S. Territories, Customer agrees to be bound by these U.S. Domestic Terms and Conditions of Contract of Carriage ("Terms and Conditions"); and indicates its understanding that the 3DL waybill, bill of lading or other shipping document utilized is non-negotiable. (Shipments transported between the United States and Puerto Rico and/or other U.S. Territories in whole or in part by ocean shall be governed by the 3DL Ocean Terms and Conditions published at <http://www.3dl design.com/services.html#cust-srvic>) No agent or employee of the parties may alter these Terms and Conditions, unless in writing and signed by both parties. NOTE: "Customer" in these Terms and Conditions means the exhibiting client, any party who requested the shipment be transported by 3DL, any party having an interest in the shipment, and any party who acts as an agent for any of the above.

These Terms and Conditions constitute the contract of carriage between 3DL and Customer; and these Terms and Conditions shall supersede and prevail over any conflicting terms and conditions contained on any bill of lading, waybill, shipping document, shipping receipt, or other purported contract of transportation (unless executed by 3DL and Customer and, by its terms, supersedes these Terms and Conditions) under which any shipper, carrier, person or entity undertakes to tender freight to 3DL for transportation. The signature of 3DL's driver or the driver of any of its agents on any such document shall be solely for the convenience of the party tendering such shipment and shall not constitute an acceptance by 3DL or 3DL's agent of any terms which vary from these Terms and Conditions. In the event that a shipment is tendered on a domestic air waybill that is intended for international transport, then the provisions of Section 5.6 below shall apply.

This agreement is contingent that the information set forth on the face of the 3DL waybill, bill of lading(s) or other shipping document or the information supplied to 3DL electronically regarding any shipment(s) is complete and accurate; and that each package and/or article in the shipment(s) is properly and completely described including correct weight and measurement, is adequately packaged to protect the enclosed goods from loss or damage with ordinary care in handling, is properly classified, described, packaged, marked and labeled and is in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation and the Transportation Security Administration, including without limitation all regulations governing the transportation of hazardous materials, regardless of mode of transport based on 49 C.F.R. Parts 171, 172 and 173 or the current edition of the International Air Transport Association (IATA) Dangerous Goods Regulations. Customer's violation of any of these warranties will excuse 3DL from any liability whatsoever for loss of or damage to any item(s) incurred as a result of such violation and shall also cause Customer to be liable to 3DL for all claims, fines, penalties, damages, costs or other sums, including reasonable attorneys' fees, incurred by 3DL as a result of such violation.

2. Liability

2.1 At time of delivery, the consignee must note on the delivery receipt any exceptions to the count or condition of the shipment or the shipping containers. Where otherwise liable under these Terms and Conditions, 3DL shall not be liable for concealed loss or damage not noted on the delivery receipt and/or not consistent with visible signs of damage to the outside shipping container(s), unless Customer provides written notice to 3DL within 48 hours of delivery (or verbal notice in the case of damage to perishable commodities) and is able to prove that such loss or damage occurred while the shipment was in 3DL's or its agent's possession. A clear delivery receipt shall be prima facie evidence of ordinary care in handling and receipt of the shipment(s) in full and in good condition. Notations such as "subject to inspection or count" will not be considered evidence of damage or shortage.

2.2 3DL's liability for loss or damage to any shipment of used products or portion thereof is limited to the lesser of (A) \$0.10 per pound per piece lost or damaged with a minimum of \$10.00 per shipment or, if a higher value is declared at time of shipment and excess value charges of \$0.65 for each \$100.00 of declared value is paid, the declared value; (B) the replacement value of an item of like kind and quality; (C) Customer's cost of the article or articles lost or damaged; or (D) the repair cost in the event that a claimed item can be repaired. 3DL's liability for loss or damage to any shipment of new products or portion thereof is limited to the lesser of (A) \$0.50 per pound per piece lost or damaged with a minimum of \$50.00 per shipment or, if a higher value is declared at time of shipment and excess value charges of \$0.65 for each \$100.00 of declared value is paid, the declared value; (B) the replacement value of an item of like kind and quality; (C) Customer's cost of the article or articles lost or damaged; or (D) the repair cost in the event that a claimed item can be repaired. If a claimed damaged item, whether new or used, cannot be repaired, Customer shall provide, at its own expense, a third party assessment and/or technician report which details the extent of the damage and why the item is unable to be repaired. In no event shall 3DL's liability for aggregate losses at any one time at any one place exceed \$50,000 unless mutually agreed upon in writing by both parties prior to tender of the shipment(s).

2.3 Should 3DL inadvertently accept for transportation (A) any article(s) described in Section 3.5 herein or (B) articles with a declared value in excess of \$25,000 as to which Customer has not made advance arrangements with 3DL or secured 3DL's approval, as required in Section 2.2 above, 3DL's liability for loss or damage thereto shall be limited pursuant to the terms of Section 2.2 for shipments on which no excess value has been declared.

2.4 It is agreed upon and understood that the C.O.D. amount of the shipment stated on the face of the shipping document(s) or transmitted to 3DL via electronic means, if applicable, does not constitute the declared value of the shipment.

2.5 Customer understands and agrees that the rates charged by 3DL for services do not include insurance or other compensation for loss/damage other than as expressly provided herein. 3DL may assist Customer, upon Customer's request, with the placement of cargo insurance. Unless requested by Customer in writing in advance of shipment, and such request is confirmed in writing by 3DL, 3DL is under no obligation to procure insurance on Customer's behalf. Any such cargo insurance procured by 3DL on Customer's behalf shall be subject to the applicable policy terms thereof, and 3DL shall not be liable if, for any reason, Customer is unable to recover a loss, in whole or in part, from the insurer under said policy, even if the premium charged by the insurer is different from 3DL's charges to Customer for the coverage. Should the cargo insurance coverage made available by 3DL be insufficient to protect Customer's interests, Customer is encouraged to consult an insurance broker of its own choosing so as to purchase insurance elsewhere.

3. Liabilities Not Assumed

3.1 3DL SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME, INTEREST, UTILITY OR MARKET, REGARDLESS OF WHETHER OR NOT 3DL HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

3.2 Due to the inherent nature of the transportation business, 3DL does not guarantee pick-up, transportation or delivery by a special date or a special time, and shall not be liable for any claimed delay in pick-up, transportation, delivery or consequences resulting therefrom.

3.3 3DL shall not be liable for loss, damage, delay or monetary losses of any type caused by: Acts of God, including, but not limited to, weather events; acts of public authorities acting with actual or apparent authority; strikes or labor disputes; mechanical failures; aircraft failures; civil commotions or riots; acts or omissions of customs or quarantine officials; the nature of the freight or any defects thereof; acts of public enemies; hazards incident to a state of war; acts of terrorism; or acts, defaults, or omissions of Customer, the shipper or the consignee, including but not limited to improper packing, incorrect marking or incomplete or inaccurate shipping instructions, or failure to observe these Terms and Conditions or the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions as set forth in Section 3.5 below.

3.4 3DL shall not be liable for loss or damage to exterior packaging or outside shipping containers.

3.5 3DL will not accept for transportation any shipment or commodity prohibited by law. In addition, the following items are not acceptable for carriage and will not be accepted by 3DL: original works of art; antiques; bonds; coins of any kind, currency and currency equivalents; furs and fur clothing; gems and stones (cut or uncut); industrial diamonds; gold or silver jewelry (other than costume jewelry); pearls; precious metals; negotiable securities; time sensitive written materials (such as contract bids and proposals); software licenses; electronic data (i.e., data stored on computers, discs, credit cards, etc.); household goods and personal effects; one-of-a-kind articles, models or prototypes; valuable rugs (i.e., oriental rugs or Persian rugs); original prints and lithographs; bagged goods; cement; fertilizer; fishmeal; bulk commodities; fresh fruits; fresh vegetables; live animals; live plants; human remains of any kind; nuclear fuels; confectionery chocolates; ceramics; pottery; porcelain; marble; granite; china; glassware; fluorescent tubes; neon lighting; neon signs; x-ray tubes; glass mirrors; windows; glass or other inherently fragile items; and such other articles as provided in 3DL's governing tariffs, individual contracts and/or service guide. Except as otherwise provided in these Terms and Conditions, no employee or agent of 3DL has any authority to accept such articles for transportation or to waive the limitations contained herein.

3.6 3DL agrees to move shipments of used products under the following conditions: 3DL shall not be liable for any concealed loss and/or damage not noted on the delivery receipt at the time of delivery. 3DL shall not be liable for any electrical and/or mechanical derangement, rust, oxidation, discoloration, or cosmetic damage of any kind to the used product shipped. The shipment(s) must be properly packaged and/or crated in order to withstand ordinary care in handling during transit.

4. Claim Process

4.1 Claims for loss or damage must be filed in writing with 3DL within forty-five (45) days after the delivery of the shipment, except that claims for failure to make delivery must be filed within fifteen (15) days after a reasonable time for delivery has elapsed. In the case of claims for loss or damage to shipment(s), 3DL must be allowed the opportunity to make inspection of the shipment(s), container(s), and packaging material(s) at the place of delivery. Failure to afford 3DL the opportunity to inspect claimed product and all related packaging shall be a bar to recovery of any claim.

4.2 In the event 3DL approves a damage claim for payment, 3DL shall be entitled to possession of the portion of the shipment for salvage for which claim was made and payment approved, with the exception of food products that may cause harm if sold in a damaged state. The failure to provide the damaged goods to 3DL shall be a bar to recovery of any claim.

4.3 Overcharge claims must be filed in writing with 3DL within 25 days of Customer's receipt of the original bill from 3DL; and, provided that such a claim has been timely filed, any action or proceeding by Customer against 3DL to recover such charges shall be commenced not more than forty-five (45) days after Customer's receipt of 3DL's applicable invoice.

4.4 Any claim for damage to Customer's, the shipper's and/or the consignee's premises incurred during performance of services by 3DL will be deemed untimely unless noted on the bill of lading or delivery receipt or reported to 3DL in writing within 24 hours of service at that location. Failure of Customer, the shipper and/or the consignee to notify 3DL's Corporate Office of any such damage in a timely manner will be grounds for declination of any such claim; and Customer, the shipper and/or the consignee will be barred from pursuing any such claim in a court of law or otherwise. In order for 3DL to consider any such claim, 3DL must be allowed the opportunity to make inspection of any property damage.

4.5 No claims will be considered until all transportation charges have been paid, except in instances where no part of the shipment has been delivered. Claims may not be deducted from transportation charges and no claims may be deducted from any other charges owed to 3DL. 3DL reserves the right to deduct claim payments from open Customer balances.

4.6 Formal claims, notices, and all related correspondence shall be filed with 3DL at 5511 95th Ave., Kenosha, WI 53144 or emailed to randy@3dldesign.com.

5. Legal

5.1 Customer, the shipper and the consignee shall be liable jointly and severally for all charges incurred in connection with the transportation and/or handling of any shipment tendered to 3DL; and shall pay or indemnify 3DL for claims, fines, penalties, damages, costs (including but not limited to those for storage, handling, reconsignment, return of freight to the shipper, and other services) or other sums which may be incurred by 3DL by reason of any violation of these Terms and Conditions or any other default of Customer, the shipper or the consignee or their agents. 3DL shall have a continuing general lien upon all goods and documents in its or its agent's possession, custody, or control or en route for all amounts owed to 3DL, including all charges, expenses, duties, fines, penalties, or advances in connection with any shipment or other transaction involving Customer. This lien supplements 3DL's other rights under any other agreements and/or applicable law and can be extinguished only by full and indefeasible payment of all secured amounts. If Customer defaults in the payment of any such amounts, then 3DL may sell such property by public auction or private sale. Any notice required to be given by 3DL of a sale or other intended action with respect to any goods or documents, made by sending same to Customer at least ten (10) days prior to any proposed action, shall constitute fair, reasonable and adequate notice to Customer. Customer is liable for any deficiency from any sale.

5.2 All invoices not paid within 30 days of invoice date will be subject to a charge of 1-1/2% per month. 3DL may at any time reassess the credit limit of Customer. An unfavorable change in the credit limit may result in a lien on goods and documents as described in Section 5.1.

5.3 Customer, the shipper and the consignee shall hold 3DL and its agents harmless for loss, damage, delay or any monetary losses which are a result of the performance of auxiliary services (services which are performed prior or subsequent to transportation, including, but not limited to, local cartage, crating, uncrating, packing, warehousing, and unpacking) performed or arranged directly by Customer, the shipper or the consignee and not by 3DL. In the event that auxiliary services are performed by 3DL or its agents, under no circumstances will the liability of 3DL for any monetary loss resulting from the performance of such services be greater than the liability contained in these Terms and Conditions.

5.4 Customer, the shipper and the consignee agree that any assistance they or their agents, employees, contractors, or other affiliated parties may provide to 3DL during the pick-up, transportation or delivery process will be at their own risk. Customer, the shipper and the consignee hereby assume the responsibility of notifying any related parties of the risks of assisting in any service being provided by 3DL. Customer, the shipper and/or the consignee shall indemnify and hold harmless 3DL from any liability or claims resulting from the respective participation or assistance of Customer, the shipper and/or the consignee or their agents, employees, contractors, or other affiliated parties in any service being provided by 3DL.

5.5 Should 3DL prevail in any legal action for the enforcement of these Terms and Conditions or collection of any sums due and payable under these Terms and Conditions, 3DL shall be entitled to reasonable attorney's fees and costs.

5.6 In the event shipment(s) are international shipment(s), the liability of 3DL shall be limited to the amounts set forth in the Warsaw Convention, as amended, or other government international treaty, law, statute, regulation, order or other requirement applicable to such shipment, and the applicable 3DL terms and conditions as posted at <http://www.3dl.com/services.html#cust-svc> shall apply to any shipment(s) or portion thereof which is not governed by said government laws, treaties, statutes or regulations. 3DL accepts the domestic shipping document(s) as Customer's letter of instruction with authorization to prepare and sign on Customer's behalf an international shipping document.

5.7 In the event a shipment is a warehouse shipment, meaning that the product is being stored by 3DL for 30+ days, 3DL maintains absolutely no liability for goods or properties warehoused. Customer is to cover assets through Customer's designated insurance agents and policies. 3DL accepts the waybill, bill of lading or other shipping document as a "Warehouse Receipt" with authorization to prepare and sign on Customer's behalf a warehouse document; 3DL has no liability while Customer's assets are in storage. Customer is to cover assets through Customer's designated insurance agents and policies.

5.8 In the event that Customer elects to use 3DL's LTL Service, Customer hereby agrees that the terms set forth in Section 8 below will supersede any terms otherwise conflicting with these Terms and Conditions, including all terms related to claims filing, processing and liability.

5.9 These Terms and Conditions shall be construed according to the applicable federal laws of the United States and laws of the State of Wisconsin, without giving effect to that State's conflict of laws principles. These Terms and Conditions shall apply to all claims, regardless of whether said claims are founded in tort, contract, or otherwise. Any action arising from or related to these Terms and Conditions shall be prosecuted in the state or federal courts of Kenosha County, State of Wisconsin, USA, to the exclusion of any other venue, and the parties hereby consent to the exclusive jurisdiction of said courts. The obligations in this paragraph shall survive termination of these Terms and Conditions.

5.10 Section headings have been included in these Terms and Conditions for convenience of reference only and are not to be considered part of, or to be used in interpreting, these Terms and Conditions.

6. Service

6.1 Customer is responsible to provide accurate weight and measurements for its shipments. Shipments are subject to re-weigh and re-measurement by 3DL to confirm accuracy.

6.2 3DL 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 bill of lading(s); and no substitution, rerouting or deviation deemed by 3DL to be reasonable shall serve to invalidate any otherwise applicable limitation of liability. 3DL shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of a shipment. 3DL is authorized to select and engage carriers, truckers, forwarders, customhouse brokers, agents, warehousemen and others as required to transport, store, deal with and deliver the shipment(s).

6.3 In the event of refusal of a shipment by a consignee, or in the event that 3DL, for any reason, is unable to deliver a shipment, 3DL shall hold the shipment and provide notice to Customer of such non-delivery. Customer shall, within twenty-four (24) hours of receipt of said non-delivery notice (or by 5:00 pm local time on the following business day in instances of weekend/holiday notice), provide 3DL with instructions to re-deliver, return, or divert the shipment to an alternate delivery address. Should Customer fail to provide such instructions within the time frame proscribed, or affirmatively instruct 3DL to store the shipment, 3DL maintains absolutely no liability for goods or properties warehoused. Customer is to cover assets through Customer's designated insurance agents and policies. Should Customer fail to provide disposition instructions for any non-delivered shipment within three (3) business days from the date of receipt of notice of non-delivery, such shipment shall be considered abandoned, and the original notice of non-delivery shall be deemed a notice by 3DL of its intent to exercise lien rights pursuant to Section 5.1 hereto, thereby allowing for the sale of such shipment at the expiration of the referenced ten (10) day notice period. Customer shall be responsible for all charges related to storage, re-delivery, return, and/or other related services arising out of the non-delivery of a shipment.

7. Security, Compliance, Inspection

7.1 Shipments are subject to security controls by carriers and, where appropriate, by government agencies.

7.2 Copies of shipping documents will be retained by 3DL for one year.

7.3 Shipments are subject to inspection by 3DL at 3DL's option to confirm weight, density, description and/or security clearance.

7.4 The TSA requires that 3DL refuse to offer air transportation of any cargo where the shipper/customer does not consent to screening of the cargo. The TSA considers all cargo tendered for air transportation subject to screening/search by the forwarder, air carrier or the TSA. 3DL, the air carriers and the TSA may conduct screening of cargo from the date of the applicable shipping document. 3DL shall not be liable for loss, damage

or delay due to opening of cargo, resulting physical inspection or repackaging arising out of any such screening. This consent shall remain in effect for all cargo tendered to 3DL. 49 USC § 114 authorizes the collection of certain information pertaining to Customer. The information provided will be used to qualify Customer as a possible "known shipper". Providing this information is voluntary; however, failure to provide the information will prevent qualifying as a known shipper. This information will be disclosed to TSA personnel and contractors or other agents including IACs in the maintenance and operation of the known shipper program. TSA may share the information with airport operators, foreign air carriers, IACs, law enforcement agencies and others in accordance with 5 USC § 552a. For additional details, see the system of records notice for the Transportation Security Threat Assessment System (DHS/TSA 002) published in the Federal Register. Any fraudulent or intentionally false statement or certificate may be subject to both civil and criminal penalties under 49 CFR Parts 1540 and 1548 and 18 USC § 1001, in addition to those penalties that may arise as a result of violations.

7.5 It is Customer's responsibility to know and comply with all licensing, classification, valuation, marking and other customs requirements, laws, regulations, and rulings enforced by the U.S. and any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency, including but not limited to the U.S. Food and Drug Administration, and all other requirements, laws and regulations of any applicable country or governmental agency. 3DL shall not be responsible for action taken, liquidated damages, or fines or penalties assessed by any governmental agency against a shipment because of the failure of Customer to comply with the laws, requirements or regulations of any country or governmental agency or with a notification issued to Customer by any such agency.

8. Less-than-Truckload (LTL)

8.1 Less-than-Truckload (LTL) shipments are subject to the terms, conditions and restrictions of this document. Notwithstanding anything herein to the contrary, all LTL shipments tendered are brokered shipments on which 3DL accepts no cargo liability, and are subject to the terms and conditions of the selected carrier, as outlined in this Section 8.

8.2 Customer is responsible for properly describing shipments (including count, weight and, if applicable, National Motor Freight Classification class). Customer acknowledges that all rates and limitations are subject to proper description and, in the event of misdescription by Customer, are subject to modification to the rates and limitations corresponding to the actual description of the shipments.

8.3 3DL will submit a claim directly to the selected carrier on Customer's behalf. In many cases, the contract between 3DL and the selected carrier may set forth limits of liability below those published on the carrier's public website and/or published rules tariff and/or terms and conditions of carriage. Customer hereby acknowledges and agrees to limits of liability below the carrier published limits in exchange for the presented rates. Upon written request, 3DL will provide Customer with details about any reduced liability agreements in place with a potential or selected carrier. Customer understands that it is incumbent upon it to request this information, and agrees that it cannot rely on published information to ascertain the limit of liability for any LTL shipment(s).