



# 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.3dldesign.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.