



## **TERMS AND CONDITIONS**

**Definitions:** For purposes of this Bill of Lading: "**SHIPPER**" is the person or entity tendering the freight to CAGNEY GLOBAL, "**CONSIGNEE**" is the person or entity to whom the document instructs CAGNEY GLOBAL to deliver the freight, "**BILL TO PARTY**" is the person or entity to whom the document instructs CAGNEY GLOBAL to issue the invoice for the shipment, "**CUSTOMER**" is the person or entity with whom CAGNEY GLOBAL has contracted the move, and that party may or may not be the SHIPPER, CONSIGNEE, or BILL TO PARTY. "**CAGNEY GLOBAL**" shall mean Wilderwest Logistics Solutions, Inc. d/b/a CAGNEY GLOBAL LOGISTICS and all of its affiliates and subsidiaries; "**SHIPMENT**" is the total of the packages and their contents listed and described on the Bill of Lading; "**PACKAGE**" or "**PACKAGES**" are the packages, cartons, pallets, tubes, etc. listed on the Bill of Lading; "**PARTIES**" include the SHIPPER, the CONSIGNEE, the BILL TO PARTY, the Customer, and CAGNEY GLOBAL.

1. **AGREEMENT TO TERMS AND CONDITIONS.** In tendering the shipment, the Shipper agrees that the version of these terms in effect at the time of shipping will apply to the shipment and its transportation, which no agent or employee of the parties may alter, and that this Bill of Lading is nonnegotiable and has been prepared by the Shipper or Customer. The Shipper and or Customer also agree to these terms and conditions on behalf of any person or entity with an interest in the shipment. The Shipper and or Customer warrant and represents to CAGNEY GLOBAL that the information inserted on the Bill of Lading is complete and accurate. It is also agreed among the parties that the shipment is governed by CAGNEY GLOBAL's tariff(s) which are hereby incorporated into this contract and Shipper and or Customer agrees to be bound by the terms and conditions of said tariff(s). A copy of said tariff is available for inspection at [www.CAGNEYGLOBAL.com](http://www.CAGNEYGLOBAL.com) and at the offices of CAGNEY GLOBAL by request. To the extent these terms and conditions conflict with the tariff(s), this Bill of Lading shall control. Except to the extent of any written contract between shipper and CAGNEY GLOBAL, this Bill of Lading supersedes and negates any claimed, alleged or asserted oral agreement, promise, representation or understanding between or among the parties with respect to this shipment.

2. **SHIPPER'S WARRANTY.** Shipper warrants that each package in this shipment is properly and completely described on this Bill of Lading, is properly marked and addressed, is packaged properly and adequately to protect the contents in the normal course of transportation, and except as noted on the Bill of Lading, is in good order and condition.

3. **CLAIMS.** (a) At time of delivery the consignee must note on the delivery receipt any exceptions to the good order and condition of the shipment that would indicate a discrepancy (shortage in the shipment, damage to the package(s), or possible damage to the contents). The consignee may not inspect the contents of the package(s) until the consignee signs for the shipment on the delivery receipt. NOTE: Such notations as "subject to inspection" and "subject to count" are not exceptions. Failure to note exceptions at time of delivery on the delivery receipt is prima facie evidence of delivery in good order and condition. (b) CAGNEY GLOBAL must be notified in writing of any loss or damage to the shipment no later than 14 days after the date of delivery, or in the case of non-delivery, within 14 days after a reasonable time for delivery has elapsed. Notwithstanding the foregoing, in the case of perishables, CAGNEY GLOBAL must be notified verbally of all claims within 48 hours of delivery. CAGNEY GLOBAL is entitled to inspect the shipment and any materials used to package or protect the shipment for transportation at the place of delivery. A timely notice of claim is a prerequisite to the institution of suit pursuant to paragraph three(f). The failure to give timely notice of any loss or damage or the failure to permit or arrange inspection as required herein shall constitute a bar to any claim for loss or damage; it is incumbent upon the claimant and any other interested party to mitigate the damages to the extent that is reasonably possible. (c) ALL claims for loss or damage must be received in writing by CAGNEY GLOBAL no later than 180 days after the date of delivery and such claims must include copies of the Bill of Lading, delivery receipt, invoice and any other documents supporting the claim; no claim will be considered until all transportation charges have been paid in full. Claims may not be deducted from transportation charges. (d) In the event CAGNEY GLOBAL pays a claim, CAGNEY GLOBAL shall be entitled to possession of the portion of the shipment for which claim was made as salvage. The failure to provide the salvage shall be a bar to recovery of any claim. (e) Claims for overcharges must be received in writing by CAGNEY GLOBAL no later than six months after the date of delivery. (f) Suit to

recover for any loss, damage or overcharge must be instituted within one year from the date the claim has been denied in writing, in whole or in part, by CAGNEY GLOBAL. All suits to recover a claim must be submitted to the jurisdiction of a state or federal court located in Dallas County, Texas, or Denver County, Colorado to which the parties irrevocably consent to personal jurisdiction and waive all objections thereto and the rights and obligations of the parties shall be determined according to the laws of the State of Colorado. Where claims are not filed or suits are instituted in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid. (g) **ALL COMMUNICATIONS REGARDING A CLAIM, INCLUDING DISPUTED DEBTS AND INSTRUMENTS TENDERED AS FULL SATISFACTION OF A DEBT ARE TO BE SENT IN WRITING TO CAGNEY GLOBAL LOGISTICS, P.O. BOX 612126, DALLAS, TX 75261-2126, ATTN: CLAIMS MANAGER.**

4. **PICK UP AND DELIVERY TIMES.** Due to the inherent nature of the transportation business, CAGNEY GLOBAL does not guarantee pick up, transportation, or delivery by a stipulated time, nor shall CAGNEY GLOBAL be liable for the consequences of failure to do so.

5. **LIMITATION OF LIABILITY.** (a) CAGNEY GLOBAL shall not be liable for loss, damage, delay or monetary losses of any type caused by: acts of God, public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; and by acts, defaults or omissions of the shipper, including but not limited to inadequate or improper packaging, marking, addressing or providing incomplete/inaccurate shipping instructions, documents or information; (b) CAGNEY GLOBAL's liability, is limited to a maximum of \$50.00 per shipment or \$0.50 per pound, per piece, of cargo lost, damaged, misdelivered or otherwise adversely affected whichever is greater unless the shipper declares a higher value on the air bill and paid an excess valuation charge. This limitation is subject to provisions as published in CAGNEY GLOBAL's governing tariff in effect at the time of this shipment. Declared values for carriage in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge. In no event shall CAGNEY GLOBAL be liable for any special, incidental, consequential or punitive damages, including but not limited to, loss of profits or loss of market, damages arising from loss, misdelivery, of or damage to property, delayed delivery or failure to attempt delivery, whether or not CAGNEY GLOBAL had knowledge that such damages or losses might occur; (c) Unless each piece of the shipment has a declared value stated on this Bill of Lading at time of shipment and is so identified on the delivery receipt as being lost, damaged, destroyed, or otherwise adversely affected at time of delivery, CAGNEY GLOBAL 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 shall be determined by dividing the total declared value of the shipment by the total weight of the shipment. The declared value amount for each shipment must be inserted on the face of this Bill of Lading for this provision to apply; (d) CAGNEY GLOBAL agrees to accept this Bill of Lading as a shipper's letter of instruction for other modes of transportation: LTL truck brokerage, ocean (domestic and international) and international air. CAGNEY GLOBAL limits their liability as follows: ocean; \$500 per package [or standard freight unit] per the Carriage of Goods by Sea Act and/or the Harter Act; international air) \$9.07 per pound or 17 special drawing rights as per the Warsaw convention and/or the Montreal Protocols #4. Please see CAGNEY GLOBAL's entire tariff(s), rules, terms and conditions at our web site at [www.CAGNEY GLOBAL.com](http://www.CAGNEY GLOBAL.com).

6. **PROHIBITED CARGO.** The following articles will not be accepted for carriage: any shipment prohibited by law; original works of art, antiques; bonds; coins of any kind; currency; currency equivalents; furs; fur clothing; gems or stones (cut or uncut); industrial diamonds; gold or silver; coined concentrates; jewelry (other than costume jewelry); pearls; precious metals; securities (negotiable); time sensitive written material (e.g. bids, contract proposals, etc. when the declared value exceeds \$0.50 per pound); one-of-a-kind articles or models; prototypes; valuable rugs (i.e. Oriental rugs, Persian rugs) and prints or lithographs and household goods and/or personal effects when the total declared value of the shipment exceeds \$500.00 or when the declared value exceeds \$0.50 per pound, per piece. CAGNEY GLOBAL shall not be liable for any loss, damage, delay, liabilities, penalties or fines resulting from the transportation of any of the foregoing articles, however described or misdescribed in this shipping document, and no employee or agent of CAGNEY GLOBAL has any authority to accept for transportation such articles or to waive the limitations herein contained. CAGNEY GLOBAL retains the right to refuse any such shipment prior to acceptance. In the event CAGNEY GLOBAL discovers after acceptance of a shipment that the shipment contains any of the herein mentioned articles, it reserves

the right to refuse the shipment, or if already in transit, to refuse to deliver the shipment to the consignee. Shipper and or Customer agree to pay all expenses, freight charges, fines and penalties for said shipment. Shipper further agrees to indemnify and hold harmless CAGNEY GLOBAL from any and all loss, damage, delay, liabilities, penalties or fines of whatsoever nature arising out of or related in any way to said shipment.

7. **RATES AND CHARGES.** Rates and charges for this shipment will be based on actual or dimensional weight, whichever is greater.

8. **C.O.D. SHIPMENTS.** (a) Collect on Delivery (C.O.D.) service is provided under the following conditions: 1) Shipper must identify the shipment as a C.O.D. shipment by entering the amount to be collected on the front of this shipping document, 2) Shipper must specify the type of payment to be received (e.g. cash, check, money order or cashier's check) on the front of this shipping document and 3) CAGNEY GLOBAL and Shipper agree that CAGNEY GLOBAL does not guarantee nor verify that a check, money order, cashier's check or other such financial instrument is valid or negotiable. All payments are collected at Shipper's risk. (b) Unless inserted otherwise on the face of this shipping document, the C.O.D. amount of the shipment shall be deemed to be the declared value. A declared value amount in excess of \$0.50 per pound, per piece, shall be subject to an excess valuation charge; (c) Unless prior arrangements are made, the acceptance of cash by CAGNEY GLOBAL and its agents for payment of freight charges and/or C.O.D. amounts is limited to a maximum of \$2000.00 per shipment and/or delivery. Payment of freight charges and/or C.O.D. amounts in excess of \$2000.00 must be remitted by cashier's check, certified check, money order, or consignee's check as authorized by the shipper in writing.

9. **LTL SHIPMENTS.** Notwithstanding anything herein to the contrary, all shipments handled via LTL Truck Brokerage are brokered shipments on which CAGNEY GLOBAL accepts no cargo liability, and all reports correspondence, claim filing and settlement issues are to be pursued with the carrier whom the shipment has been brokered, and are subject to the terms and conditions of that carrier.

10. **ALTERNATIVE CARRIER AND ROUTES.** CAGNEY GLOBAL shall have the right to (a) substitute alternative carriers and other means of transportation and (b) select the routing or deviate from that shown on the face hereof. CAGNEY GLOBAL has no duty to notify the Shipper of such substitutions, selections or deviations, nor shall substitutions, selections or deviations constitute a breach of this Bill of Lading or preclude the application and enforcement of all of the terms and conditions herein.

11. **INSPECTION.** This shipment is subject to inspection by CAGNEY GLOBAL. However, CAGNEY GLOBAL is not obligated to perform such inspection except as mandated by law. CAGNEY GLOBAL reserves the right to unilaterally reject a shipment it deems unfit for transport after inspection.

12. **INDEMNITY.** The Shipper, the Consignee, the Customer, and the Bill to Party shall be jointly and severally liable for all unpaid charges payable on account of this shipment pursuant to this contract and to pay or indemnify CAGNEY GLOBAL for claims, fines, penalties, damages, costs (storage, handling, reconsignment, return of freight to shipper, etc.) or other sums which may be incurred by CAGNEY GLOBAL by reason of any violation of this contract or any other default of the customer, shipper or consignee or their agents. CAGNEY GLOBAL shall have a general lien on any and all property within their care, custody and control for charges and expenses advanced by CAGNEY GLOBAL. CAGNEY GLOBAL may refuse to surrender possession of the goods until such charges are paid. Should CAGNEY GLOBAL bring legal action for the enforcement of this contract or collection of any sums due and payable under this contract, CAGNEY GLOBAL shall be entitled to reasonable attorney fees and costs.

13. **PENALTY FOR LATE PAYMENT OF INVOICE.** All invoices not paid within 15 days of invoice date will be subject to a late fee charge of 2% per month. Should CAGNEY GLOBAL bring legal action for the collection of a delinquent account, CAGNEY GLOBAL shall be entitled to reasonable attorneys' fees, costs and expenses incurred by CAGNEY GLOBAL in connection with the legal action, in addition to the amount of the delinquent account.

14. **AUXILIARY SERVICES.** Auxiliary services are those services which are performed prior or subsequent to transportation such as local cartage, loading, unloading, crating, uncrating, packing, unpacking and storage which are requested by the Shipper and arranged by CAGNEY GLOBAL or its

agents as a customer service. The Shipper or Consignee may be billed directly by the provider of the services or by CAGNEY GLOBAL. CAGNEY GLOBAL shall not be liable for any loss, damage or delay resulting from the acts, errors or omissions of the providers of such services nor for the selection of a provider and Shipper shall indemnify and hold harmless CAGNEY GLOBAL from any loss, damage or delay caused by those providers. If CAGNEY GLOBAL or its agents actually provide auxiliary service, its liability for such services shall be governed by the terms and conditions of this Bill of Lading and in no event shall CAGNEY GLOBAL's liability exceed that provided for in paragraphs 3 and 5 herein.

15. **SECURITY**. Shipments are subject to security controls by carriers and, where appropriate, by government agencies.

16. **INSURANCE**. Insurance is available to Shipper upon request only. The amount and type of available coverage is based on the CAGNEY GLOBAL open cargo insurance policy in effect on the date of the shipment. In order to obtain coverage under that policy, the Shipper must properly complete the INSURANCE OPTION section on the face of this Bill of Lading and pay an additional charge. Failure to insert a full value insurance amount shall reduce any insurance payment proportionately. NOTE: there are exceptions and/or special insuring conditions to the insurance option and coverage will be limited by those.