

Wren Art Transport, Inc.

TERMS AND CONDITIONS

- 1) Shipment received subject to the classification and tariffs in effect on the date of the issue of this bill of lading., the property described in apparent good order, except as noted (contents and conditions of packages unknown, labeled, consigned and destined as indicated which *Wren Art Transport, Inc.* agrees to carry to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) on the route to said destination. It is mutually agreed as to each carrier of all or any part of said property or any portion of said route to destination and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions contained in this bill of lading and the classification and tariffs in effect on the date of the shipment.

LIMIT OF LIABILITY

- 2) In consideration of the rate charged, it is agreed that the carrier's liability is limited to a total of \$0.60 per pound and \$100.00 per total shipment, unless a greater value is declared above. If a greater value is declared above, an increased charge based upon such value must be paid by the shipper and accepted by carrier in writing in advance of shipment. Additional charge is for limited liability all risk perils coverage with a \$1,000.00 deductible.
- 3) If the shipment is packed by the shipper (PBS), the shipper warrants that the shipment is packed to Adequately protect the enclosed goods and to insure safe transportation with ordinary care in handling, and that each package is properly labeled.
- 4) In cases where the shipment is packed by owner or packed by shipper (PBS), insurance in excess of the released \$0.60 per pound and \$100.00 per total shipment shall only be offered as "LIMITED INSURANCE" meaning coverage will only apply for fire, theft and total loss of object. Internal breakage or concealed damage is not covered under this type of insurance. THE FIRST ONE THOUSAND DOLLARS VALUATION IS NOT COVERED. (\$1,000.00 DEDUCTIBLE).
- 5) If a value in excess of \$0.60 per pound and \$100.00 per total shipment be declared by shipper in advance, and accepted in writing by *Wren Art Transport, Inc.*, the insurance coverage provided is summarized and conditioned as follows:

(GENERAL SUMMARY ONLY)

Standard all risk perils including but not limited to: loss or damage by fire, lightning, wind-storm, hail, explosion, collapse, water damage, burglary, thefts, vandalism and malicious mischief, breakage and transit damage, PERILS EXCLUDED ARE: 1) wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due or resulting from any repairing, restoration, retouching or framing process: 2) war risks and nuclear reaction or radiation: 3) mysterious disappearance and inventory shortage: 4) infidelity of person to whom the insured property is entrusted (except this exclusion does not apply to employees and carriers for hire): 5) acts of terrorism.

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(\$1,000.00 DEDUCTIBLE)

Substantiation of value is the responsibility of the consignor.

Consignor and consignee must provide for insured property to be packed and unpacked by competent packers, as provided above.

NOT INSURABLE: glass; works in plaster; wax; uncured (not thoroughly dry) oil paintings.

We reserve the right to refuse to extend insurance coverage at will upon consignment.

- 6) Carrier shall not be liable for delay, special or consequent damages.
- 7) Claims for loss or damage must be reported in writing to *Wren Art Transport, Inc.*, within 2 days of the

delivery date of shipment.

- 8) Claims not reported within 2 working days in the manner described above shall be deemed waived by the shipper, consignor, and carrier.
- 9) No claims with respect to a shipment will be entertained until all charges have been paid.
- 10) Payment terms are net 5 days from presentation of invoice.
- 11) Invoices not paid within 30 days of issuance are subject to a 1.5% PER MONTH SERVICE CHARGE.
- 12) Shipper certifies that he is familiar with all the bill of lading terms and accepted for him and his assigns.