AIR CARGO

AIR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

In tendering this shipment, the Shipper and Consignee agree to these TERMS which no agent or employee of the parties may alter. This Air Service Request and Shipping Instruction Contract is Non-Negotiable, and may not be altered, without the written consent of the Shipper.

The Shipper agrees that this contract is subject to the TERMS stated herein All TERMS, including but not limited to, all the limitations of liability, shall apply to our agents and their carriers.

1. DEFINITIONS: In this Contract, " Freeman" means Freeman Expositions, Inc. and its respective employees, officers, directors, agents, assigns, affiliated companies, and contractors appointed by Freeman. The term "Shipper" means the person or business for whom the property is being transported, and includes their respective employees, officers, directors, agents, assigns, affiliated companies, and contractors appointed by Shipper, excluding only Shipper. "Property" is all objects of any type received from the Shipper for transport by Freeman as described herein. Freeman has designated the terms to be used.

2. FINAL CONTRACT BETWEEN THE PARTIES: In exchange for Shipper's payments Freeman's services, as outlined in the terms of this contract which includes the Air Cargo Service Request and Shipping Instructions, Freem an and Shipper each agree that this Contract shall govern their respective rights and obligations in connection with transport and/or storage of the Property. This contract shall take effect when the property first comes into the physical possession of Freeman, and the responsibility of Freeman under this contract shall cease when the property first becomes available to the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

3. Freeman's RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED: Freeman is responsible for the satisfactory performance of only those services which it directly provides under this Contract. Freeman shall not be responsible for the performance of individual services of firms who are not under the direct control of Freeman. Freeman shall not be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including but not limited to a limitation on the availability of such services, strike, lockout, work stoppage or stoppage, primary fuel shortage, plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil disturbance or illegality of any sort, common or contract carriers of cargo by air, water, rail, or road, for the property until it is delivered to the camp of the Shipper.

4. PACKAGING AND CRATES: Shipper's property must be well packed for safe and secure handling, storage and transportation using ordinary care. Each piece must be legibly and durably marked with the name, address, and a description of the contents of the container. Shipper's agreements shall be signed, repeated by Shipper. Shipper must not remove all labels, tags, markings, etc., and Shipper must ensure that the packages are consistent with the nature of the contents, are free of any defects of any kind, and that each package is properly represented by Chapman or any other representation or warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damages to loose or uncrated materials, damaged, shattered, or scrap materials, glass breakage, concealed damage, or damage to shipments for which Shipper is responsible.

5. REFUSED SHIPMENTS: If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver a shipment because of fault or mistake of the Consignee or Consignee, Freeman's liability shall be limited to the cost of returning the property to Shipper as a warehouseman (a) Shipper shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the face of these shipping instructions, if so indicated to the Shipper or the party, if any, designated to receive notice in these instructions. (b) Claims for charges, based on Freeman's applicable rates, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman. (c) If Freeman discovers a manifest error within 48 hours of the time of Freeman's first notification, Freeman will attempt to issue a second and formal notification. Such notice should advise that Freeman will not receive any inspection references and that the property is or will be offered for sale. Freeman must be offered in inverse proportion to the size of the shipment and that Freeman will assign the property as is. For any and all damages, claims, actions, damages, penalties, and liabilities of any nature, Freeman shall be held liable for the property until it is tendered for delivery.
1. **DEFINITIONS.** In this Contract, “Freeman” means Freeman Expositions, Inc., and its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Freeman. The term “Shipper” means the person or business for whom the property is being transported, their employees, officers, directors, agents, assigns, affiliated companies, and contractors appointed by the Shipper, excluding only Freeman. The terms “Cargo,” “Consignment,” or “Consignee,” mean property subject to the provisions of this Contract. The term “Freeman” includes any contractor appointed by Freeman to transport the property. The term “Consignee” is the party to whom Freeman has designated the goods to be delivered.

2. **FINAL CONTRACT BETWEEN THE PARTIES.** In exchange for Shipper’s payments and Freeman’s services, which the parties have specified in this Contract, Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding the transportation of Shipper’s property. This Contract shall take effect when the property first comes into the physical possession of Freeman for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of Freeman under same shall end when the property has been placed in the possession of the Consignee or the Consignee’s designated agent. If any part or provision of this Contract is held to be a violation of a court of competent jurisdiction, said part or provision shall be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

3. **FREEMAN’S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED.** Freeman shall not be responsible for the performance of individuals or firms who are not under the direct supervision or control of Freeman or its contractors. Freeman shall not be liable for any acts, losses, delay, or damage beyond its reasonable control, including (by way of illustration only, and not as a limitation on the breadth of this clause) acts of God, flood, fire, windstorm, theft, acts of war or terrorism, strikes, or other labor disputes, failure to secure or maintain space, normal wear and tear, acts of contractors appointed by Freeman, the loss or damage of property while in the care, custody, or control of Freeman, failure to deliver or send property at a particular location where the Consignee, Consignee’s employees, or the Shipper has notified Freeman of such location, or failure to receive or deliver property according to these instructions to receive notice.

4. **PACKAGING AND CRATES.** Shipper’s property must be well packaged for safe and secure handling and loading. Correctly packing the property for transport is the responsibility of the Shipper. Freeman will not accept property unless it is properly packaged. Freeman shall not be responsible for any technical warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, papered-over or stripped, breakable, concealed, concealed, or improperly packaged or labeled materials. Crates and packaging should be of a design to adequately protect the property. Freeman shall not be responsible for delays or changes in plan or machinery, failure, vandalism, theft, Act of God, effect of natural elements, riot, or violation of laws, regulations, or codes.

5. **PERISHABLE GOODS.** Goods of a perishable nature are carried in dry vans without refrigeration unless the property is specifically and by written notice designated and agreed to be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. This carriage may be subject to additional charges. Shipper is responsible for bringing the goods to the proper temperature before loading the goods into the trailer, for the proper stowage of the goods within the trailer, and for setting the temperature control and adjusting the trailer. Shipper shall be held liable for any damage to the property caused by inherent vice, defects in the merchandise or transit times in excess of product shelf life. Refrigerated, heated, specially ventilated or otherwise specially equipped trailers are not equipped to change the temperature of goods (they are equipped only to maintain temperature). Shipper will give written notice of required temperature of the thermoclastic controls before receipt of the goods by Freeman. When a loaded trailer is received, Freeman will verify that the thermoclastic controls are set to maintain the temperature of the goods at all times. Requests for refrigeration, heating, or special temperature controls must be in writing and signed by the Shipper or its agent.

6. **REFUSED SHIPMENTS.** If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver the property due to a refusal of Shipper to allow a shipment to be delivered, the property of Freeman’s liability shall then become that of a warehouseman.

   (a) Freeman shall not be required to attempt to provide notice, by telephonic, electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or to the party, if any, designated in these instructions to receive notice.

   (b) Storage charges, if applicable, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman’s option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner’s expense and without liability to Freeman.

   (c) If Freeman does not receive instruction within 48 hours of the time of Freeman’s attempted first notification, Freeman will attempt to issue a second and final notification. Such notification shall advise Freeman that if Shipper does not receive delivery instructions within 10 days of that notification, Freeman may offer the property at public auction or for sale by Freeman’s order; charge Shipper for the cost of advertising or other expenses incurred in offering the equipment for sale; and the sale. The amount of sale will be applied to Freeman’s invoice for transportation, attempted first notification, Freeman will attempt to issue a second and final confirmed notification.

   (d) Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.

   (e) When perishable goods cannot be delivered and disposition is not given within a reasonable time, Freeman may dispose of property to the best advantage. When Freeman is directed by Consignee or Consignee’s employees, or the Shipper to sell or process property at a particular location where Consignee, Consignee’s employees, or the Agent of either is not regular, Freeman may dispose of the property for the best advantage.

7. **INSURANCE.** Freeman is NOT INSURER. Shipper’s property for insurance. Freeman provides no insurance for Shipper or its property.

8. **SHIPPERS PROPERTY.**Shipper is responsible for obtaining insurance for its property. Shipper provides no insurance for Shipper or its property.

   (a) Shipper understands and acknowledges that Freeman does not accept or transport illegal or hazardous materials, radioactive materials, vehicles, ammunition, firearms, or other substances, matter or property that may cause irreparable harm to the health or safety of persons, property, or the public welfare in general. Such goods may be warehoused at owner’s risk and expense or destroyed without compensation.

9. **ORDER OF SETTLEMENT OF CLAIM.** When a claim is filed for damage to property, the following order of settlement of claims shall be observed.

   (b) Shipper understands and acknowledges that Freeman does not accept or transport illegal or hazardous materials, radioactive materials, vehicles, ammunition, firearms, or other substances, matter or property that may cause irreparable harm to the health or safety of persons, property, or the public welfare in general. Such goods may be warehoused at owner’s risk and expense or destroyed without compensation.

10. **CLAIMS.** Claims must be filed in writing within nine (9) months after the date of delivery of the property (or in the case of export traffic, within nine (9) months after delivery at the port of export). Failure by Shipper to make delivery shall be filed within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Freeman no later than two (2) years and one (1) day from the day when written notice is given by Freeman to the claimant that Freeman has disallowed the claim or any part or claim of the claim.

   Shipper’s property must be well packaged for safe and secure handling and loading. Correctly packing the property for transport is the responsibility of the Shipper. Freeman shall not be responsible for any technical warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, papered-over or stripped, breakable, concealed, or improperly packaged or labeled materials. Crates and packaging should be of a design to adequately protect the property. Freeman shall not be responsible for delays or changes in plan or machinery, failure, vandalism, theft, Act of God, effect of natural elements, riot, or violation of laws, regulations, or codes.

11. **CHOICE OF FORUM / ARBITRATION.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE JURISDICTION AND ENFORCEMENT OF THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF DALLAS, TEXAS, NON-CONTRACT CLAIMS OR ARBITRATION OF CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ENFORCEMENT OR INTERPRETATION OF THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN THE STATE OF TEXAS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY DAMAGES FOR GROSS NEGLIGENCE, DAMAGES AWARDED FORこうの会社の契約内容に従って、不正な取引や破壊、または不適切な行動からくる損害を賠償することを約束します。