

TERMS AND CONDITIONS

- 1. Customer represents and warrants to D/C Export & Domestic Packing, Inc. (Company) that customer is the owner or in lawful possession of the property, and has legal right and authority to contract for services in connection therewith. Customer agrees to indemnify and hold harmless the Company against any and all costs, expenses and damages that Company may sustain as a result of a breach of the foregoing representation.**
- 2. The property covered by this Cargo Receipt has been accepted by the Company as a bailee for hire to be prepared for storage and shipment as is more particularly shown under the Company's job number and the quotation to which it refers.**
- 3. Customer represents and warrants that all hazardous material, if any, listed on this cargo receipt have been prepared, labeled, shipped, packed and declared in accordance with the provisions of Title 49, CFR, Sections 171.8, 172, 173, 177, 178 and other applicable civil, military or governmental authorities, and of any other agency or institution of any jurisdiction, and of any amendment thereto. Such shipments will be accepted by the Company only with previous full written certified description by the Customer of the nature, packaging and labeling of such materials. Customer shall be fully liable for and shall indemnify and save the Company harmless against any and all claims, loss, damage and expenses that the Company may sustain as a result of Customer's breach of the foregoing representations.**
- 4. Unless otherwise requested by the Customer in writing, the Customer authorizes the Company to employ the services of a duly certified contract/common carrier for further transportation of the property at the lowest declared or released valuation and to execute necessary bills of lading or other documentation in Customer's behalf.**
- 5. Customer assumes all risk, and no liability of any kind attaches to the Company for the transportation and/or shipping of any property that is not packed, or that is packed by persons other than the employees of the Company. The property is received subject to acceptance by subsequent carriers or other agencies necessary for the transportation, transfer or handling of the shipment.**
- 6. a) This shipment is accepted by the Company for handling at Customer's risk, subject to loss, damage or delay caused by acts of God, strikes, labor troubles, fires, theft, riots, insurrections, war and other causes beyond the control of the Company, and acts or omissions of foreign or domestic, civil or military authorities.**
b) The Company will not be responsible for loss or damage to goods by rust, leakage, shrinkage or deterioration by time or the elements while property is in its care and possession, or while being transported or transferred to a contract/common carrier or another location.
- 7. Any cause of action whatsoever arising under or by virtue of this cargo receipt and any agreement based thereon shall be filed and determined in the Circuit Court of Cook County, Illinois for which purpose the parties hereto agree and do hereby expressly waive any and all objections to the jurisdiction and venue of said Court. It is the express agreement of the parties hereto that this agreement is made and executed at the Company's place of business and that the law of the State of Illinois shall govern all rights and duties of Customer and Company hereunder.**
- 8. The terms and conditions container herein cannot be modified, except in writing, signed by the Customer and an officer of the Company.**
- 9. This is not an agreement to perform work. Rather, it is the Company's acknowledgement that it has received the described goods from or on behalf of the Customer.**