

Terms and Conditions, Limitations of Liability

1. The Customer agrees that the Company shall only be liable for any loss, damage, expense or delay to the goods resulting from the gross negligence or other fault of the Company; such liability shall be limited to \$0.50 per box or \$50.00 maximum, or the fee charged for the services, provided that, in the case of partial loss, such amount will be adjusted pro rata.
2. Where the Company issues its own bill of lading and receives freight charges as its compensation. Customer has the option of paying a special compensation and increasing the limit of Company's liability up to the shipment's actual value; however, such option must be exercised by written agreement, entered into prior to any covered transaction(s), setting forth the limit of the Company's liability and the compensation received.
3. In instances other than in (2) above, unless the Customer makes specific written arrangements with the Company to pay special compensation and declare a higher value and Company agrees in writing, liability is limited to the amount set forth in (1) above.
4. Customer agrees that the Company shall, in no event, be liable for consequential, punitive, statutory or special damages in excess of the monetary limit provided for above.