### Exhibiting Company Name: 

<table>
<thead>
<tr>
<th>Packages</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple iPad with Floor Stand - White</td>
<td>325.00</td>
<td>292.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td>540.00</td>
<td>702.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td>655.00</td>
<td>855.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td>780.00</td>
<td>1,014.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td>1,090.00</td>
<td>1,417.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Flat Screen Monitors

<table>
<thead>
<tr>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>24&quot; Flat Screen - 1080P, with Dell Sound Bar</td>
<td>$220.00</td>
<td>$286.00</td>
<td></td>
</tr>
<tr>
<td>32&quot; Flat Screen - 1080P, with Internal Speakers</td>
<td>$360.00</td>
<td>$468.00</td>
<td></td>
</tr>
<tr>
<td>42&quot; Flat Screen - 1080P, with Internal Speakers</td>
<td>$475.00</td>
<td>$617.50</td>
<td></td>
</tr>
<tr>
<td>46&quot; Flat Screen - 1080P, with Internal Speakers</td>
<td>$590.00</td>
<td>$767.00</td>
<td></td>
</tr>
<tr>
<td>55&quot; Flat Screen - 1080P, with Internal Speakers</td>
<td>$900.00</td>
<td>$1,170.00</td>
<td></td>
</tr>
<tr>
<td>60&quot; Flat Screen - 1080P, with Internal Speakers</td>
<td>$1,050.00</td>
<td>$1,365.00</td>
<td></td>
</tr>
<tr>
<td>70&quot; Flat Screen - 1080P, with Internal Speakers</td>
<td>$1,350.00</td>
<td>$1,755.00</td>
<td></td>
</tr>
</tbody>
</table>

Please call for pricing on Flat Screens 90" and larger, LED & LCD Video Wall Options

### Flat Screen Accessories

<table>
<thead>
<tr>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mounting Bracket - (32&quot;- 80&quot; Flat Screen)</td>
<td>$115.00</td>
<td>$149.50</td>
<td></td>
</tr>
<tr>
<td>Single Post Stand - (up to 24&quot; Flat Screen)</td>
<td>$115.00</td>
<td>$149.50</td>
<td></td>
</tr>
<tr>
<td>Dual Post Stand - (32&quot;- 80&quot; Flat Screen)</td>
<td>$170.00</td>
<td>$221.00</td>
<td></td>
</tr>
</tbody>
</table>

### Touchscreen Displays

<table>
<thead>
<tr>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>32&quot; Touchscreen - Choose One: Table Top or Wall Mounted</td>
<td>$600.00</td>
<td>$780.00</td>
<td></td>
</tr>
<tr>
<td>46&quot; Touchscreen - Choose One: Table Top or Wall Mounted</td>
<td>$975.00</td>
<td>$1,267.50</td>
<td></td>
</tr>
</tbody>
</table>

Please call for pricing on Touchscreens 65" and larger

### Computing

<table>
<thead>
<tr>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktop Computer with Monitor (3.2 GHz or faster)</td>
<td>$210.00</td>
<td>$273.00</td>
<td></td>
</tr>
<tr>
<td>Laptop Computer (Core i5/2.5ghz/4GB/300GBHD/DVD)</td>
<td>$250.00</td>
<td>$325.00</td>
<td></td>
</tr>
<tr>
<td>Apple iPad</td>
<td>$135.00</td>
<td>$175.50</td>
<td></td>
</tr>
<tr>
<td>iPad Floor Stand - White</td>
<td>$115.00</td>
<td>$149.50</td>
<td></td>
</tr>
<tr>
<td>Apple 21.5&quot; iMac (Intel Core 2 Duo/3.06 GHz)</td>
<td>$225.00</td>
<td>$292.50</td>
<td></td>
</tr>
<tr>
<td>Apple 15&quot; MacBook Pro (2.3 GHz Quad Core with Thunderbolt)</td>
<td>$340.00</td>
<td>$442.00</td>
<td></td>
</tr>
<tr>
<td>Apple 17&quot; MacBook Pro (2.3 GHz Quad Core with Thunderbolt)</td>
<td>$415.00</td>
<td>$539.50</td>
<td></td>
</tr>
</tbody>
</table>

### Additional Audio Visual Equipment

<table>
<thead>
<tr>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>USB Media Player</td>
<td>$90.00</td>
<td>$117.00</td>
<td></td>
</tr>
<tr>
<td>Choose: Blu-ray or DVD Player</td>
<td>$115.00</td>
<td>$149.50</td>
<td></td>
</tr>
<tr>
<td>Sound Bar – 2.1 Full Range, with Built-in Subwoofer</td>
<td>$60.00</td>
<td>$78.00</td>
<td></td>
</tr>
<tr>
<td>Small High Performance PA System (2 speakers, 1 Mixer/Amp)</td>
<td>$250.00</td>
<td>$325.00</td>
<td></td>
</tr>
<tr>
<td>Wireless Microphone - Choose One: Handheld or Headset or Lavalier</td>
<td>$180.00</td>
<td>$234.00</td>
<td></td>
</tr>
</tbody>
</table>

### Quoted Equipment

<table>
<thead>
<tr>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
</table>

### Contact Your Freeman Representative

| MIMI TON | mimi.ton@freeman.com | Phone: 214.333.1817 | Fax: 469.621.5608 | Online at: www.freeman.com |

Don’t see what you are looking for? Please call to discuss the options!

---

*Order By: September 20, 2018 to Receive Early Order Pricing!

*Early order rate is subject to a 30% increase when ordering equipment after September 20, 2018.

**Please note for Monitor Stand & Mount Rentals:
Additional labor may be required to mount client provided monitors

**Electrical Services are not included in equipment pricing.
Please Fill in All Information Below Before Submitting Your Order

## Contact Information

<table>
<thead>
<tr>
<th>Your Name:</th>
<th>Booth Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibiting Company Name:</td>
<td></td>
</tr>
<tr>
<td>Company Address:</td>
<td></td>
</tr>
<tr>
<td>City / State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Third Party (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>

## Delivery Information

A representative must be in your booth at the time of delivery unless alternate arrangements are made. Delivery subject to readiness of the booth structure and set-up. Please call us at 214.333.1817 with questions.

<table>
<thead>
<tr>
<th>On-Site Contact Person:</th>
<th>Cell Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please Select Your Preferred Date and Time of Delivery (Choose One):</td>
<td></td>
</tr>
<tr>
<td>Monday, October 15, 2018</td>
<td>1pm - 5pm</td>
</tr>
<tr>
<td>Tuesday, October 16, 2018</td>
<td>8am - 12pm</td>
</tr>
<tr>
<td></td>
<td>1pm - 5pm</td>
</tr>
<tr>
<td>If You Have a Special Delivery Request, Please Note it Here:</td>
<td></td>
</tr>
</tbody>
</table>

## Payment Information

Method of Payment (Choose One):

- [ ] Credit Card * In an effort to maximize the security of customer payments, a Freeman representative will include a link to our secure portal to provide credit card payment, with your order confirmation.

- [ ] Check *Checks must be in U.S. funds drawn on a U.S. or Canadian bank. "U.S. Funds" must be pre-printed on Canadian checks.

- [ ] Key Account *Key Account customers have been pre-approved with net 30 terms.

- [ ] Bank Transfer * Please reference the Show Name and Booth Number so we may properly credit your account.
  - **Wire Transfer:** Bank Transfer to Bank of America, N.A.; Dallas, TX
    - ABA#: 026-009-593, ACCT #: 4426831545 Freeman Audio Visual, Inc.
    - Physical address routing identifiers: 100 West 33rd Street, New York, NY

  - **International Wire Transfer**
    - Swift Code: BOFAUS3N ACCT # 4426831545 Freeman Audio Visual, Inc.
    - CHIPS address: 0959 Freeman Audio Visual, Inc.
    - Physical address for international routing identifiers: 100 West 33rd Street, New York, NY

  - **ACH Direct Deposit**
    - ABA# 111-000-012 ACCT # 4426831545 Freeman Audio Visual, Inc.
    - ABA routing transit number physical bank address: 901 Main Street, Dallas, TX

Note: Customers assume responsibility for any bank processing fees.

** For your convenience, Freeman will use your authorization to charge your credit card account for advanced and on site orders placed by your company representative. These charges may include all Freeman companies, or any charges which Freeman may be obligated to pay on behalf of the Exhibitor including without limitation, any shipping charges.

** All payments must be made in advance in US funds.

**Full payment, including any applicable tax, is due at the time the order is placed.

**Cancellation Policy:** Any cancellation must be received within 7 days of show open to avoid being charged one day’s rental rate. Cancellations after delivery will result in a day’s charge and labor incurred.

Order Online at: www.freeman.com

Project# 01-464200 - Connect Health 2018
PAYMENT & LABOR

YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.

The terms and conditions set forth below become a part of the Contract between FREEMAN and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- THE METHOD OF PAYMENT FORM IS SIGNED; OR
- AN ORDER FOR LABOR, SERVICES AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH FREEMAN; OR
- WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOR SECURED THROUGH FREEMAN.

DEFINITIONS

For purposes of this Contract, "FREEMAN" or "The Freeman Companies" means Freeman Expositions, Inc., Freeman Expositions, Ltd., Freeman Audio Visual, Inc., Freeman Exhibit, Freeman Transportation, FreemanXP, Inc. Stage Rigging, Inc., Kerry Technical Services, The Freeman Company, Inc., Freeman Electrical, Inc., and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors FREEMAN may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

PAYMENT TERMS

Full payment, including any applicable tax, is due in advance or at show site. All payments must be in U.S. secure funds and all checks must be drawn on a U.S. bank. Orders received without advance payment or after the deadline date will incur additional charges as indicated on each order form. Payment for Audio Visual services and equipment is due in advance of move-in, unless otherwise agreed in writing with Freeman. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FREEMAN except where specifically identified as a sale. All rentals (excluding Audio Visual equipment and computers) include delivery, installation, and removal from EXHIBITOR'S booth. Rental prices on Audio Visual equipment and computers do not include labor, delivery, electrical service, or removal of equipment from the booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour "per person, per hour" charge will be applied for all labor orders that are not canceled in writing at least 24 hours prior to the scheduled start time. If Prestige Carpet, Custom-Cut Carpet, Modular Rental Exhibits and any other custom-order items or services have already been provided at the time of cancellation, fees will remain at 100% of the original charge. Audio Visual orders cancelled within 7 days from the show opening date will be charged a one-day rental rate on equipment. On-site cancellation of Audio Visual services will result in a one-day rental charge of equipment and any applicable labor. If the Show or Event is canceled because of reasons beyond FREEMAN'S control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FREEMAN will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR'S responsibility to advise the FREEMAN Service Center Representative of problems with any orders, and to check the EXHIBITOR'S invoice for accuracy prior to the close of the Show or Event. If EXHIBITOR is exempt from payment of sales tax, FREEMAN requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is rebilling these charges to its customers. For International EXHIBITORS, FREEMAN requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show; terms will be net, due and payable in DALLAS, TEXAS upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a prepayment basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by FREEMAN shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, EXHIBITOR agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of any dispute between the EXHIBITOR and FREEMAN relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to FREEMAN for its services, as an offset against the amount of any alleged loss or damage. Any claims against FREEMAN shall be considered a separate transaction, and shall be resolved on its own merits. FREEMAN reserves the right to charge EXHIBITOR for the difference between the estimate of charges and the actual charges incurred for material handling, labor time & materials, utility services or equipment usage, or for any charges that FREEMAN may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges. If EXHIBITOR provides a credit card for payment and charges are rejected by the EXHIBITOR'S credit card company for any reason, FREEMAN hereby provides notice that it reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the EXHIBITOR'S account. In the event that a THIRD PARTY orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the EXHIBITOR. All invoices are due and payable upon receipt, by either party.

ELECTRICAL

If FREEMAN provides electrical services, claims will not be considered, or adjustments made unless filed in writing, by EXHIBITOR, prior to the close of the event. FREEMAN is not responsible for any damage or loss caused by the loss of power beyond its control and EXHIBITOR agrees to hold FREEMAN, its officers, directors, employees and agents harmless from such power loss. IN NO EVENT SHALL FREEMAN BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST PROFITS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THE THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE. EXHIBITOR shall indemnify and hold harmless FREEMAN, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys’ fees) arising out of or in any way connected with EXHIBITOR'S actions or omissions under this Agreement. Please note that electrical services are NOT automatically included in Audio Visual rentals and must be ordered separately from the designated electrical provider.

LABOR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES

EXHIBITOR shall be responsible for the performance of labor provided under this option. It is the responsibility of EXHIBITOR to supervise labor secured through FREEMAN in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with FREEMAN’S Safe Work Rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor when the work is completed.

INDEMNIFICATION

EXHIBITOR agrees to indemnify, hold harmless, and defend FREEMAN from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) for bodily injury, including any injury to FREEMAN employees, and/or property damage arising out of work performed by labor provided by FREEMAN but supervised by EXHIBITOR. Further, the EXHIBITOR’S indemnification of FREEMAN includes any and all violations of Federal, State, County or Local ordinances, “Show Regulations and/or Rules” as published and/or set forth by Facility or Show Management, and/or directing labor provided by FREEMAN to work in a manner that violates any of the above rules, regulations, and/or ordinances.

IMPORTANT

PLEASE REFER TO FREEMAN’S "MATERIAL HANDLING TERMS & CONDITIONS" AS IT RELATES TO MATERIAL HANDLING SERVICES AND TO THE "SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT" AS IT RELATES TO TRANSPORTATION SERVICES. CONTRACT TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH FREEMAN.

TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH FREEMAN.
MATERIAL HANDLING

YOU ARE ENTERING A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

This Material Handling Agreement (MHA) is signed; Exhibitor’s materials are delivered to Freeman’s warehouse or to an event site for which Freeman is the Official Show Contractor; or an order for labor and/or rental equipment is placed by Exhibitor with Freeman. Please be aware that disposal of exhibit properties is not included as part of your material handling charges. Please contact Freeman for your quoted rates and rules applicable to disposal of your exhibit properties.

1. DEFINITIONS. For purposes of this Contract, Freeman means Freeman Expositions, Inc., and its employees, directors, officers, agents, assigns, affiliated companies, and related entities. In
2. PACKAGING/CRATES AND STORAGE. Freeman shall not be responsible for damaged- age to loss of or uncrated materials, padded wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Freeman shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by freight and similar means. Freeman does not accept any crates or packaging containing hazardous materials. Goods requiring cold storage and those in accessible storage are stored at Exhibitor’s own risk. FREEMAN ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OR DAMAGE IN COLD STORAGE OR ACCESSIBLE STORAGE.

3. EMPTY CONTAINERS. Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of Exhibitor or its representative. All previous labels must be removed or obliterated. Freeman assumes no responsibility for: error in the above procedures; removal of containers with old empty labels and without Freeman labels; or improper information on empty labels. FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

4. INBOUND/OUTFIELD SHIPPED MATERIALS. There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor, or a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and during such times, Exhibitor materials will be left unattended. FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR’S MATERIALS AFTER THEY HAVE BEEN DELIVERED TO EXHIBITOR’S BOOTH AT SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. Freeman recommends the securing of security services from Facility or Show Management. All MHA’s submitted to Freeman by Exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to Freeman and the actual count of such items in the booth at the time of pickup. Freeman is not responsible for any wait time or other charges including business center charges arising from delivery or pickup of Exhibitor’s materials.

5. DELIVERY TO THE CARRIER FOR RELOADING. Freeman assumes no responsibility for loss, damage, theft, or disappearance of Exhibitor’s materials after same have been delivered to Exhibitor’s appointed carrier, shipper, or agent for transportation after the conclusion of the show. Freeman loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. FREEMAN ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR’S MATERIALS THAT ARISES OUT OF IMPROPERLY LOADED OR LABELED MATERIALS.

6. DESIGNATED CARRIER. Freeman shall have the authority to change the Exhibitor designated carrier if that carrier does not pick up the shipment(s) at the appointed time. Where no disposition is made by Exhibitor, materials may be taken to a warehouse to await Exhibitor’s shipping instructions and Exhibitor agrees to be responsible for charges relating to such rerouting and handling. IN NO EVENT SHALL FREEMAN BE RESPONSIBLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION.

7. FORCE MAJEURE. Freeman’s performance hereunder is subject to, and Freeman shall not be responsible for loss, delay, or damage due to, strike, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond Freeman’s reasonable control, nor for ordinary wear and tear in handling of Exhibitor’s materials.

8. CLAIMS FOR LOSS. Freeman agrees that any and all claims for loss or damage must be submitted to Freeman immediately at the show site and in any case not later than thirty (30) business days after the date when Exhibitor’s materials are delivered to the carrier for transportation from show site or from Freeman’s warehouse. All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against Freeman more than one (1) year after the date of loss or damage occurred.

a. PAYMENT FOR SERVICES MAY NOT BE withheld. In the event of any dispute between the Exhibitor and Freeman relative to any loss, damage, or claim, Exhibitor shall not be entitled to and shall not withhold payment due Freeman for its services as an offset against the amount of any alleged loss or damage. Any claims against Freeman shall be considered a separate transaction and shall be resolved on its own merits.

b. MAXIMUM RECOVERY. If found liable for any loss, Freeman’s sole and exclusive maximum liability for loss or damage to Exhibitors materials and Exhibitor’s sole and exclusive remedy is limited to $.50 (USD) per pound per article with a maximum liability of $100.00 (USD) per item, or $1,500.00 (USD) per shipment whichever is a less. For unmarked, unlabeled and improperly packaged television monitors, the maximum liability is the lesser of $3.00 (USD) per pound or the actual invoice price. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

c. LIMITATION OF LIABILITY. IN NO EVENT SHALL FREEMAN BE LIABLE TO THE EXHIBITOR OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENT, TAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR EITHER PRIOR OR SUBSEQUENT TO, OR ARE ALLEGED TO BE A RESULT OF, TORTIOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF FREEMAN OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY AND NEGLIGENCE, EVEN IF FREEMAN HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOST PROFITS, LOSS OF USE, AND INTERUP. RUPTION OF BUSINESS OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSSES.

9. DECLARED VALUE. Declared values of Declared Value are the Exhibitor and the select-end carrier ONLY, and are in no way an extension of Freeman’s maximum liability stated herein. Freeman will use commercially reasonable efforts to transmit the Declared Value Instructions to the selected Carrier; however, FREEMAN WILL NOT BE LIABLE FOR ANY CLAIM ARISING FROM THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER NOR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.

10. JURISDICTION / VENUE. THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.

11. INDEMNIFICATION. Exhibitor agrees to indemnify and forever hold harmless Freeman from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable expenses incurred in any investigation costs) arising out or contributed to by Exhibitor’s negligent supervision of any labor secured through Freeman; Exhibitor’s negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of Freeman’s employees, agents, representatives, customers, invitees and/or any Freeman appointed Contractors (EAC) at the show or event to which this Contract relates, including but not limited to Exhibitor’s violation of Federal, State, County or Local ordinance and/or Exhibitor’s violation of Show Regulations and/or rules as published and set forth by Facility and/or Show Management.

12. LIEN. Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor’s materials that is from time to time in the possession of Freeman and all the proceeds thereof, including without limitation insurance proceeds, “Collateral”, to secure the prompt and full payment and performance of all Exhibitor’s indebtedness for monies paid, by Freeman on its behalf, services performed, materials and/or labor from time to time provided by Freeman or to for the benefit of Exhibitor (“Obligations”). Freeman shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time (“UCC”), and any notice that Freeman is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. Freeman may hold and not deliver any of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.

13. WAIVER & RELEASE. Exhibitor, as a material part of the consideration to Freeman for material handling services, waives and releases all claims against Freeman with respect to all matters for which Freeman has disclaimed liability pursuant to the provisions of this Contract.

14. DRIVER LIABILITY WAIVER. IN CONSIDERATION OF FREEMAN PERMITTING ENTRANCE TO THE PREMISES, YOU, YOUR EMPLOYER, THE OWNER OF THE TRUCK AND OR EQUIPMENT THAT YOU ARE OPERATING (TRUCKOWNER) AND YOU AS AGENT OF YOUR EMPLOYER AND THE TRUCKOWNER, HEREBY ASSUME ALL RISK OF INJURY OR HARM TO YOURSELF AND OTHERS AND DAMAGE TO YOUR PROPERTY AND PROPERTY BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES. YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND ARE AWARE OF ALL HURDLES FOR FE D OPERATION. YOUR EMPLOYER, THE TRUCKOWNER, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, AFFILIATED COMPANIES AND RELATED ENTITIES, AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES.
In this Contract, “Freeman” means Freeman Decorating Services, Inc., and its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Freeman. The term “Shipper” shall refer to the person, company, or other entity being transported by Freeman, and includes any and all companies, agents, affiliates, and contractors appointed by the Shipper, excepting only Freeman. Property” is all objects in the possession of the Consignor or the Consignee’s designated agent. If any part or portion 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.

Freeman’s RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED: Freeman shall be 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 individuals who are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including (by way of illustration, and not as a limitation of the breadth of this clause), strike, lockout, work slowdown or stoppage, order of governmental authority, fire, flood, plant or machinery failure, facility failure, vandalism, theft, acts of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, war or belligerent parties, and any other cause or causes beyond the control of Freeman.

EXCEPT FOR ENSLAVED GUARANTEED SERVICE SHIPMENTS, Freeman does NOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

6. LIMITATION ON SHIPPER’S RECOVERABLE DAMAGES:

FREEMAN’S LIABILITY FOR DAMAGES ON DOMESTIC SHIPMENTS, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM OR RELATED TO MALFUNCTION, INCOMPATIBLE OR OTHER IRRATIONAL DELIVERIES (INCLUDING BUT NOT LIMITED TO DAMAGE TO THE SHIPPER’S INSTRUCTIONS OR DELAYS TO DELIVER THE INSTRUMENT), NONDELIVERY, MISPLACE, OR LOSS OF OR DAMAGE TO CARGO, SHALL BE LIMITED TO THE HIGHER OF TWO TIMES THE FEE PER POUND (£2.00 PER POUND) OR $25.00 PER KILOGRAM OF CARGO ADVERSELY AFFECTED THEREBY, PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT ADVERSELY AFFECTED THUS, UNLESS AT TIME OF SHIPMENT THE SHIPPER MAKES A DECLARATION OF VALUE FOR CARGO IN THE SPACE DESIGNATED ON THE SERVICE ORDER AND SHIPMENT INSTRUCTIONS FORM AND PAY THE APPROPRIATE VALUATION CHARGE. IN NO EVENT SHALL FREEMAN’S LIABILITY EXCEED THE DECLARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUALLY SUSTAINED, WHOMEVER IS LOWER. IF CARGO OF THE SHIPMENT IS SOLELY OR PARTIALLY BY AIR AND INVOLVES AN ULTIMATE DESTINATION IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, FREEMAN’S LIABILITY FOR CARGO LOST OR DAMAGED OR DELAYED SHALL BE LIMITED TO $8.00 PER KILOGRAM FOR CARGO SUBJECT TO THE UNNANDED WARSAW CONVENTION OR THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL OF 1952, 19 SPECIAL DroITs REGULATING THE VALUE OF LOST OR DAMAGED CARGO AS AMENDED BY THE MONTREAL PROTOCOL NO. 4 OF 1975, OR $5.00 PER KILOGRAM FOR CARGO WHERE THE WARSAW CONVENTION, INCLUDING AMENDMENTS, DOES NOT APPLY FOR ANY REASON, UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH IN THE SERVICE GUIDE FOR SUCH HIGHER DECLARED VALUE ARE PAID. FOR INTERNATIONAL SHIPMENTS, THIS SHIPPING REQUEST AND SHIPPING INSTRUCTION CONTRACT SHALL BE DEEMED AN AIR WAYBILL WITHIN THE MEANING OF THE WARSAW CONVENTION.

Notwithstanding the above limitations, domestic shipments containing the following items of extraordinary value are limited to a maximum declared value of $500.00 USD:

(a) artworks and objects of art, including without limitation original paintings, drawings, etchings, water colors, tapestries and sculpture;
(b) clocks, watches, jewelry (including costume jewelry), and fur or trimmed clothing;
(c) personal effects;
(d) and other inherently fragile or unique items, including prototypes, etc.

Any declared value in excess of the maximum allowed herein is null and void, and the acceptance by Freeman of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Freeman understands that even in the event that the declared value is in excess of the allowed maximums, Freeman’s liability shall nonetheless be limited to the above-mentioned amount. In the event that Freeman or any of its agents or carriers is not in the exclusive control of the Shipper, Freeman shall not be responsible for events or causes beyond its reasonable control, including (by way of example only and not in limitation of the breadth of this clause) such as: consequential damages, loss of use, loss of profits, damages, business interruption damages, delay damages, special damages, collisions, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties:
(a) whenever or wherever the claimed loss or damage may occur;
(b) even though the alleged loss or damage is claimed to result from negligence, strict liability, products liability, breach of contract, breach of statute or regulation, or any other legal theory or cause of action; and
(c) even though Freeman may have been advised or be on notice of the possibility or even the probability of such damages. Freeman expressly disclaims any and all warranties. Except for Freeman’s failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman will not be liable for mis-delivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper’s instructions or failure to collect or properly deliver a payment instrument), non-delivery, mishandling, inadequate delivery (including but not limited to failure to follow Shipper’s or Consignee’s instructions or failure to collect or properly deliver a payment instrument), non-delivery, mishandling, non-delivery, mis-pickup, delay on International shipments, loss or damage unless caused by Freeman’s sole negligence.

SHIPPER’S RESPONSIBILITIES AND INDUSTRY:

(a) Shipper must pay in full for the services rendered under this Contract at the time the services are rendered. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim submitted by or on behalf of Shipper will be processed unless Shipper’s account is current.

(b) Shipper understands that Freeman does not accept or carry articles requiring legal, dangerous or hazardous materials of any kind or nature. Shipper warrants and assures that its property, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gases, Explosives, Radioactive Materials, Biologically Hazardous agents, or any other substance or matter in any form that could pose a threat to the health or safety of humans, property or the public in general. Such goods may be warehoused at owner’s risk and expense, or destroyed without compensation.

(c) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against all and any demands, claims, causes of action, fees, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits or loss in any way caused by any of the following: Shipper’s negligence, willful misconduct, or deliberate act; Shipper’s violation of Federal, State, or Local law and/or regulations; Shipper’s violation of Shipper’s and/or Shipper’s own negligence; and/or Shipper’s failure to comply with (a) or (b) of this Agreement regarding the exclusion of any dangerous substances in the property placed with Freeman.

CLAIMS:

Shipper, Consignee, or any other party claiming an interest in the shipment must notify Freeman immediately upon delivery, or in the case of loss or damage which could not have been noted at the time of delivery, within five (5) business days of delivery of any loss or damage to the shipment. Notice of any damage must be in writing, and include the name of the Shipper, the Consignee, the Consignor, and any other party claiming an interest, the nature and extent of the damage, the date of discovery, and any other relevant information. Failure to provide notice within the time period as defined will result in the loss of any claim for loss or damage.

For shipping containers designed for repeated use (tradehouse cases, totes, crates), Freeman shall have no liability for superficial damage to said containers in the form of scuffs, scratches, dents or dings. Freeman will only accept liability for “catastrophic” damages to these shipping containers (crushing, puncture, or complete destruction).

Freeman’s maximum liability in cases of loss or damage total or loss will be limited to a depreciated value of the container based on the time elapsed from the original purchase and the purchase price stated above.

5. CHOICE OF FORUM:

THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE UNITED STATES [INCLUDING ADOPTED INTERNATIONAL CONVENTIONS] AND THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE STATE’S CONFLICT OF LAWS RULES.

FREEMAN AND SHIPPER AGREE THAT ANY CLAIM OR DISPUTE OF ANY SORT ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT, ITS PERFORMANCE OR NONPERFORMANCE, OR DAMAGES ALLEGEDLY RESULTING FROM SAME WILL BE ARBITRATED IN THE CITY OF DALLAS, TEXAS, AND THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION WILL APPLY. IF BINDING ARBITRATION IS UNAVAILABLE TO RESOLVE ANY CONTROVERSY AND IT IS NECESSARY TO LITIGATE THE DISPUTE, THE DISPUTE SHALL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.

6. SHIPPER’S RESPONSIBILITIES:

Shippers shall transmit the shipment in question, forward the shipment as directed, and assure ample value protection. Shippers are responsible for all claims and losses associated with the transportation of their goods. Shippers must order the appropriate level of insurance and protection for their shipment. Shippers are responsible for all costs associated with the transportation of their goods.

Shippers must submit all claims to Freeman within ten (10) days of the date of receipt of the shipment. Failure to submit a claim in a timely manner may result in the loss of any claim for loss or damage.

Shippers are responsible for all claims and losses associated with the transportation of their goods. Shippers must order the appropriate level of insurance and protection for their shipment. Shippers are responsible for all costs associated with the transportation of their goods.

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Shippers must submit all claims to Freeman within ten (10) days of the date of receipt of the shipment. Failure to submit a claim in a timely manner may result in the loss of any claim for loss or damage.
3. FREEMAN’S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED.

(c) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all claims, demands, losses, expenses, costs, damages, and liabilities of every kind, nature, and description, including but not limited to fines, penalties, consequential damages, and expenses of every kind and nature, whether based in tort, contract, or any other theory of law, including without limitation, claims relating to personal injury, property damage, and lost or damaged property, which arise out of or in any way result from the transportation services provided under this Agreement.

4. PACKAGING AND CRATES.

Shipper’s property must be well packed for safe and secure handling, storage, and transportation using ordinary care. Freeman makes neither representation nor 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 unpacked materials, paper or cloth wrapping or shrink-wrapped materials, glass breakage, concealed damage, carpeting in bags or on pallets, or improperly packed or loaded materials. Crates and packaging should be designed to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Traffic Classification, published by the National Motor Freight Traffic Association.

If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at Shipper’s expense.

5. PERISHABLE GOODS.

Goods of a perishable nature are carried in dry freight trailers without environmental or atmospheric control or other special services unless Shipper states on the face of the “Service Request and Shipping Instructions” that the goods are to be in refrigerated, heated, or specially ventilated or otherwise specially equipped trailers. Freeman shall be liable for loss, damage, or deterioration of perishable goods only to the extent that Freeman is found liable under the provisions of the National Motor Freight Classification, published by the National Motor Freight Traffic Association, to the extent that the goods are actually loaded into a trailer on the date of filing of the transportation instructions. Claims for loss, damage, or deterioration of perishable goods shall be filed, in writing, within nine months after the date of delivery of the property. The maximum liability is limited to the lesser of $100,000 per shipment or the actual invoice price.

6. LIMITATION ON SHIPPER’S RECOVERABLE DAMAGES.

(a) Freeman understands that even if Shipper’s property is lost, stolen, or damaged, Freeman does not replace or restore property or cost of property.

7. INSURANCE. FREEMAN IS NOT AN INSURER. Shipper is responsible for obtaining insurance for its property. Freeman provides no insurance for Shipper or its property.

8. LIMITATION ON SHIPPER’S RECOVERABLE DAMAGES.

Shipper understands and acknowledges that Freeman does not accept or transport illegal, illegal or hazardous materials of any kind or nature, and that Freeman will enforce all laws and regulations applicable to the transportation of these materials.

9. SHIPPER’S RESPONSIBILITIES AND INDEMNIFICATION.

(a) Shipper must provide a complete description of its property.

(b) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all claims, demands, losses, expenses, costs, damages, and liabilities of every kind, nature, and description, including but not limited to fines, penalties, consequential damages, and expenses of every kind and nature, whether based in tort, contract, or any other theory of law, including without limitation, claims relating to personal injury, property damage, and lost or damaged property, which arise out of or in any way result from the transportation services provided under this Agreement.

10. CLAIMS.

(a) Claims must be filed in writing within nine (9) months after the date of delivery of the property. In no event shall a claim be filed after nine (9) months after the date of delivery of the property.

(b) Claims shall be in writing on Form GP-4305 or shipper’s own claim form.

(c) Shipper shall file a claim only if they believe that the property is lost, stolen, or damaged.

11. CHOICE OF FORUM / ARBITRATION.

This Contract shall be construed under the laws of the State of Texas without giving effect to its conflicts of laws rules. Exclusive venue for all disputes arising out of or in connection with this Contract, tort, common law or relating to the enforcement or interpretation of this Contract shall reside in a Court of competent jurisdiction in Dallas County, Texas. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively submitted to arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereover.

12. MISCELLANEOUS.

(a) Shipper acknowledges the accuracy of the weight and dimension data furnished in this Contract.

(b) Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule it.

(c) Shipper agrees that this Contract may be amended by the parties hereto, by written agreement only.

13. SMALL PACKAGE PROGRAM.

If small packages are shipped via Freeman’s Small Packages program are lost, damaged or destroyed while in Freeman’s possession, FREEMAN’S MAXIMUM LIABILITY WILL BE $100 per package unless the shipper agrees otherwise.

Freeman’s maximum liability will never be more than $10,000 per shipment unless the shipper agrees in writing to accept any increased liability.

Freeman’s maximum liability will never be more than $100 per package unless the shipper agrees in writing to accept any increased liability.

For shipping containers designed for repeated use (tradeshow cases, totes, crates), Freeman shall have no liability for such shipping containers in the form of scuffs, scratches, dents or dings. Freeman will only accept liability for “catastrophic” damage to such shipping containers.

Claims for loss, damage, or destruction of shipping containers shall be filed, in writing, within nine months after the date on which the property was delivered or should have been delivered as agreed to be removed from storage.

If claims are filed in writing within nine (9) months after delivery of the property (or in the case of export traffic, within nine (9) months after delivery at the port of export), except that claims for failure to make delivery may be filed within nine (9) months after a reasonable time for delivery has elapsed. Such claims for loss, damage, or delay shall be subject to the limitations specified in the National Motor Freight Classification.

Claims for loss, damage, or destruction of shipping containers shall be in writing on Form GP-4305 or shipper’s own claim form.

Freeman will only accept liability for “catastrophic” damage to shipping containers. Claims filed in writing within nine (9) months after delivery of the property.

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