

## Customer Request for Release Liability Valuation

This is to confirm that \_\_\_\_\_ has read and understands the terms of the Surface Distribution Bill of lading, Waybill and the Conditions of Carriage (Contract) contained.

The customer reference above request Surface Distribution to provide excess value coverage on all shipments when the customers' house bill indicates excess value is required. Please note that Surface Distribution will charge an excess value charge of \$0.50 per \$100.00 of declared value as stated on customers' house bill.

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

1. **In the event of a valid claim, we specifically agree to hold Surface Distribution liable of only \$0.50 per pound on the affected weight of our shipments. We agree that this \$0.50 per pound limitation shall apply to all C.O.D. shipments as well. We understand that the service charge made by Surface Distribution on C.O.D. shipments is solely to cover the additional service provided by Surface Distribution for collecting the C.O.D. funds and that this service charge does not increase the liability of Surface Distribution beyond said \$0.50 per pound on the affected weight of our shipment.**
2. **Uninsurable items. At no time will items containing glass be insured for any amount, and or value. It is expressly understood we are responsible for the delivery condition of the outside of packaging of items and not the items within the packaging.**
3. **We further understand that all freight charges must be current before Surface Distribution will entertain payment of any claim.**

### TERMS AND CONDITIONS

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1. **NON NEGOTIABLE DOCUMENT.** IN TENDERING THE SHIPMENT DESCRIBED HEREIN FOR CARRIAGE, SHIPPER AGREES TO THESE CONDITIONS OF CONTRACT, WHICH NO AGENT OR EMPLOYEE OF THE PARTIES MAY ALTER, BY HIM OR ON HIS BEHALF BY THE CARRIER.
2. **LIABILITY LIMITS:** LIABILITY, INCLUDING LIABILITY FOR CONSEQUENTIAL DAMAGES, IS LIMITED TO THE DECLARED VALUE OR THE AMOUNT OF ANY DAMAGES ACTUALLY SUSTAINED WHICHEVER IS LESSER. DECLARED VALUE IS AGREED AND UNDERSTOOD TO BE NOT MORE THAN .50 CENTS PER POUND OR \$50.00 WHICHEVER IS HIGHER, UNLESS A HIGHER VALUE IS DECLARED HEREIN AND APPLICABLE CHARGES PAID THERON. SURFACE DISTRIBUTION RESERVES THE RIGHT TO PAY AVERAGE DECLARED VALUE BY WEIGHT IN THE ABSENCE OF DECLARED VALUE PER PIECE.
3. **C.O.D SHIPMENTS:** SHIPPER MUST ENTER THE AMOUNT OF ANY SHIPPERS C.O.D. WHICH WILL BE COLLECTED SUBJECT TO THE FEE AND RULES OF THE DELIVERING CARRIER. IF NO DECLARED VALUE IS LISTED, THEN THE C.O.D. AMOUNT OF THE SHIPMENT SHALL BE DEEMED. THE DECLARED VALUE FOR CARRIAGE AND THE APPROPRIATE VALUATION CHARGE WILL BE APPLICABLE. C.O.D. AMOUNTS MUST BE PAID TO THE CARRIER IN CASH, CASHIERS CHECK MADE OUT TO SURFACE DISTRIBUTION, OR BY CONSIGNEES

INITIALS \_\_\_\_\_

CHECK MADE OUT TO THE SHIPPER IF AUTHORIZED BY THE SHIPPER PER ENDORSEMENT ON THE FACE OF THE WAYBILL. SURFACE DISTRIBUTION DOES NOT GUARANTEE THE VALIDITY OF THE FINANCIAL INSTRUMENT.

4. **SHIPPERS RESPONSIBILITY:** THE SHIPPER IS RESPONSIBLE FOR PREPARING, MARKING, PACKING AND LABELING HIS SHIPMENT SO AS TO ENSURE SAFE TRANSPORTATION WITH ORDINARY CARE IN HANDLING.
5. **INSPECTION OF SHIPMENTS:** ALL SHIPMENTS INCURRING DAMAGE ARE SUBJECT TO INSPECTION BY CARRIER, BUT THE CARRIER SHALL NOT BE OBLIGATED TO PERFORM SUCH INSPECTIONS. CARRIER HAS THE RIGHT TO PERFORM AN INSPECTION ON ANY MERCHANDISE IN CARRIER'S POSSESSION AT ANY TIME.
6. **IT IS AGREED:** THAT NO TIME IS FIXED FOR THE COMPLETION OF CARRIAGE HEREINAFTER AND THAT CARRIER MAY WITHOUT NOTICE SUBSTITUTE, ALTERNATE CARRIERS OR AIRCRAFT. CARRIER ASSUMES NO OBLIGATION TO CARRY THE GOODS BY ANY SPECIFIED VEHICLE OR OVER ANY PARTICULAR ROUTE OR ROUTES OR TO MAKE CONNECTION AT ANY POINT ACCORDING TO ANY PARTICULAR SCHEDULE AND CARRIER IS AUTHORIZED TO SELECT, OR DEVIATE FROM, THE ROUTE OR ROUTES OF SHIPMENT, NOTWITHSTANDING THAT THE SAME MAY BE STATED ON THE FACE OF A WAYBILL.
7. **EXCLUSIONS:** THE CARRIER SHALL NOT BE LIABLE FOR LOSS, DAMAGE, DELAY, OR OTHER RESULT CAUSED BY (A) ACTS OF GOD, PERILS OF THE AIR, PUBLIC ENEMIES, PUBLIC AUTHORITIES, ACTING WITH ACTUAL, OR APPARENT AUTHORITY IN THE PREMISES, AUTHORITY OF LAW, QUARANTINE, RIOTS, STRICKS, CIVIL COMBINATION, OR HAZARDS OR DANGERS INCIDENT TO A STATE OF WAR OR UNDECLARED WAR. (B) THE ACT OF DEFAULT OF THE SHIPPER OR CONSIGNEE. (C) THE NATURE OF THE SHIPMENT, OR ANY DEFECT, CHARACTERISTIC OR INHERENT VICE THEREOF. (D) VIOLATION BY THE SHIPPER OR CONSIGNEE, INCLUDED, BUT NOT CONFIRMED, TO IMPROPER OR INSUFFICIENT PACKING, SECURING, MARKING OR ADDRESSING, AND FAILURE TO OBSERVE ANY OF THE RULES RELATING TO SHIPMENTS NOT ACCEPTABLE FOR TRANSPORTATION OR SHIPMENTS ACCEPTABLE ONLY UNDER CERTAIN CONDITIONS, OR (E) COMPLIANCE WITH DELIVERY INSTRUCTIONS FROM THE SHIPPER OR CONSIGNEE OR NONCOMPLIANCE WITH SPECIAL INSTRUCTIONS FROM THE SHIPPER OR CONSIGNEE NOT AUTHORIZED.
8. **CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES:** CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, CAUSED BY LOSS, DAMAGE, OR DELAY, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, INTEREST, PROFITS, UTILIZATION OR MARKET, WHETHER OR NOT THE CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
9. **CLAIM TIME LIMITS AND PROCEDURES:** ALL CLAIMS FOR OVERCHARGES MUST BE MADE IN WRITING TO SURFACE DISTRIBUTION WITHIN A PERIOD OF 180 DAYS AFTER THE DATE OF ACCEPTANCE OF THE SHIPMENT BY THE ORIGINATING CARRIER. DAMAGE AND OR LOSS DISCOVERED BY THE CONSIGNEE AFTER DELIVERY AND AFTER A CLEAR RECEIPT HAS BEEN GIVEN TO THE CARRIER MUST BE REPORTED IN WRITING TO SURFACE DISTRIBUTION IN ROMULUS, MI WITHIN 14 DAYS AFTER ACCEPTANCE OF THE FREIGHT WITH PRIVILEGE TO THE CARRIER TO MAKE INSPECTION OF THE SHIPMENT AND CONTAINERS WITHIN 7 DAYS OF RECEIPT OF SUCH NOTICE. NO CARRIER SHALL BE LIABLE OF ANY ACTION BROUGHT TO ENFORCE A CLAIM UNLESS THE ABOVE PROVISIONS HAVE MET BY THE PROPER CLAIMANT AND UNLESS SUCH ACTION IS BROUGHT WITHIN 1 YEAR AFTER THE DATE WRITTEN NOTICE IS GIVEN TO THE CLAIMANT THAT THE CARRIER HAS DISALLOWED THE CLAIM IN WHOLE OR PART.
10. **NO CLAIM WITH RESPECT TO A SHIPMENT:** ANY PART OF WHICH IS RECEIVED BY THE CONSIGNEE WILL BE ENTERTAINED UNTIL ALL TRANSPORTATION CHARGES HAVE BEEN PAID IN FULL. SURFACE DISTRIBUTION RESERVES THE RIGHT TO TAKE POSSESSION OF ANY FREIGHT WHEN FULL REPLACEMENT VALUE TO CLAIMANT HAS BEEN PAID. CLAIMS MAY NOT BE DEDUCED FROM TRANSPORTATION OR ANY OTHER CHARGES OWED TO SURFACE DISTRIBUTION.

11. **INDEMNITY:** THE SHIPPER AND CONSIGNEE SHALL BE LIABLE JOINTLY AND SEVERALLY TO PAY OR INDEMNIFY THE CARRIERS FOR ALL CLAIMS, FINES, PENALTIES, DAMAGES, COST OR OTHER SUMS WHICH MAY BE INCURRED, SUFFERED, OR DISBURSED BY A CARRIER BY REASON OF ANY VIOLATION OF ANY RULE OR ANY OTHER DEFAULT OF THE SHIPPER OR SUCH OTHER PARTIES WITH RESPECT TO A SHIPMENT
12. **PAST DUE INVOICES:** 30 DAYS OLD WILL BE CHARGES 18 ½ % INTEREST PER MONTH OR MAXIMUM AMOUNT ALLOWABLE BY LAW.
13. **ALL FEES:** ARE PAYABLE TO SURFACE DISTRIBUTION IN U.S. CURRENCY. IN THE EVENT OF DEFAULT, SUIT FOR COLLECTION WILL BE BROUGHT FOR INVOICE AMOUNT, LEGAL FEES, FILING FEES, COST OF COLLECTION PLUS COURT COST AND ATTORNEYS FEES.
14. **IN THE EVENT OF FAILURE OR INABILITY:** OF THE CONSIGNEE TO TAKE DELIVER OF THE SHIPMENT, CARRIER WILL NOTIFY SHIPPER TO PROVIDE DISPOSITION INSTRUCTIONS WITHIN 30 DAYS AFTER THE DATE OF CARRIERS NOTICE. CARRIER WILL RETURN THE SHIPMENT TO THE SHIPPER AT THE SHIPPERS EXPENSE. IF THE SHIPPER FAILS TO ACCEPT DELIVERY OF A SHIPMENT THUS RETURNED CARRIER WILL HAVE THE OPTION TO ATTEMPT TO SATISY TRANSPORTATION CHARGES WITH SALE OR DISPOSAL OF MERCHANDISE. NO SALE OR DISPOSAL PURSUANT TO THIS RULE WILL DISCHARGE ANY LIABILITY OR LEIN ANY GREATER EXTENT THAN THE PROCEEDS THEROF. THE SHIPPER AND THE CONSIGNEE SHALL REMAIN LIABLE JOINTLY AND SEVERALLY FOR DEFICIENCY.
15. **SHIPPER AND CONSIGNEE AGREE THAT ANY SUIT CONCERNING DAMAGE WILL BE BILLED IN THE COURT OF JURISDICTION OF WAYNE COUNTY MICHIGAN.** SHIPPER AND CONSIGNEE AGREE TO REIMBURSE SURFACE DISTRIBUTION FOR ANY COST INCURRED BY SURFACE DISTRIBUTION IN SUITS CONCERNING DAMAGE OR LOSS CLAIMS WHEN SURFACE DISTRIBUTION IN NOT FOUND LAIBLE.
16. **TERMS OF PAYMENT:** NET DUE 15 DAYS FROM DATE OF SHIPMENT
17. **COLLECT SHIPMENTS:** IN THE EVENT OF A FAILURE OR INABILITY OF CONSGINEE TO PAY FREIGHT CHARGES, IT WILL BE THE RESPONSIBILITY OF THE SHIPPER TO PAY ALL CHARGES.

Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**ALL THREE PAGES NEED TO BE INITIALED BY COMPANY REPRESENTATIVE**

**OFFICE USE BELOW THIS LINE**

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ ACCT# \_\_\_\_\_

MANAGER APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

FILE #: \_\_\_\_\_ SCAN I.D # \_\_\_\_\_

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