

BILL OF LADING TERMS AND CONDITIONS

1. Agreement To Terms By giving U.S.Art Company, Inc.. ("we" or "us") your shipment to transport, you (Shipper) agree to all the terms on this Bill of Lading. You also agree to these terms on behalf of any third party with an interest in the shipment. No one is authorized to change the terms of this Bill of Lading.

2. U.S.Art Company, Inc.. shall be liable as at common law for any loss to the shipment or damage thereto, except as hereinafter provided. U.S.Art Company, Inc.. shall not be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, U.S.Art Company, Inc.. shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of Shipper, owner or party entitled to make such request; or from a faulty or impassible highway; or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes; or from improper packaging or an act or omission on the part of Shipper.

3. Unless arranged or agreed upon in writing prior to transportation, we are not bound to transport a shipment by a particular schedule or in time for a particular market, but are responsible to transport with reasonable dispatch. In case of physical necessity, we may forward a shipment via another carrier.

4. Limitation of Liability Of U.S.Art Company, Inc.. U.S.Art Company, Inc.'s liability for any loss or damage related to the shipment covered by this Bill of Lading is limited to \$0.60 (sixty cents) per pound per article or the actual damage, whichever is less, unless a higher value has been declared on the front of this Bill of Lading and the additional charges for said higher value are paid. The declared value is not insurance, and U.S.Art Company, Inc.. does not provide or sell cargo liability or any kind of insurance. To determine U.S.Art Company, Inc.'s maximum liability on shipments released at \$0.60 (sixty cents) per pound, per article, dimensional weight may apply where the cubic density is greater than the actual weight as determined with a cubic factor of 194 cubic inches per pound.

5. Special Incidental Or Consequential Damages. Under no circumstances will U.S.Art Company, Inc.. be liable for any damage, whether direct, incidental, special or consequential, including but not limited to loss of income, profits or market, whether or not U.S.Art Company, Inc.. had knowledge that such damage(s) might be incurred.

6. Packaging. If the shipment is packed by owner (PBO) or packed by shipper (PBS), Shipper warrants that the shipment is packed to adequately protect the enclosed goods and to ensure their safe transportation by motor vehicle with ordinary care in handling, and that each package is properly labeled.

7. Freight Charges.

(a) Shipper or consignee shall be liable for the freight and other lawful charges accruing on the shipment as billed or corrected, except that collect shipments may move without recourse to Shipper when Shipper so stipulates by signature or endorsement in the space provided on the face of the Bill of Lading. Nevertheless, Shipper shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by Shipper.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of U.S.Art Company, Inc.. to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

(d) Payment terms are net fifteen (15) days from the presentation of invoice. Invoices past due more than fifteen (15) days are subject to a 1.5% per month service charge. If U.S.Art Company, Inc.. elects to proceed with legal action or to place delinquent charges with an outside collection agency, Shipper will be liable to U.S.Art Company, Inc.. for an additional thirty percent (30%) collection fee, calculated on the gross undiscounted charges, which will be applied to each delinquent invoice.

8. Claims.

(a) As a condition precedent to recovery, claims for loss, damage or delay must be filed in writing with U.S.Art Company, Inc.. in accordance with the provisions of the claim filing regulations of the Federal Motor Carrier Safety Administration set forth at 49 C.F.R. §370, which regulations are expressly incorporated herein by reference in their entirety.

(b) Claims for loss, damage or delay must be filed in writing with U.S.Art Company, Inc.. within nine (9) months after the delivery of the shipment, except that claims for failure to make delivery must be filed in writing within nine (9) months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay must be instituted against U.S.Art Company, Inc.. no later than two (2) years and one day from the day when written notice is given to the claimant that U.S.Art Company, Inc.. has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, U.S.Art Company, Inc.. shall not be liable, and such claims will not be paid.

(d) U.S.Art Company, Inc.. shall have the full benefit of any insurance that may have been effected, upon or on account of said shipment, so far as this shall not void the policies or contracts of insurance, PROVIDED, that U.S.Art Company, Inc., receiving the benefit of such insurance, will reimburse the claimant for the premium paid on the insurance policy or contract for the shipment.

(e) Shipper understands and agrees that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. Accordingly, Shipper agrees that in the event it has or obtains its own insurance coverage for loss, damage or delay, said insurance will contain a waiver of subrogation clause waiving any subrogation rights for and on behalf of such insurance carrier. In the event Shipper fails to obtain a waiver of subrogation, Shipper will defend, indemnify and hold harmless U.S.Art Company, Inc.. and any carrier retained by it with respect to any claims made by Shipper or third parties acting as subrogees of Shipper.

9. Refused/On-Hand Freight.

(a) If the consignee refuses the shipment tendered for delivery by U.S.Art Company, Inc.. or its agent or if U.S.Art Company, Inc.. is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, U.S.Art Company, Inc.'s liability shall then become that of a warehouseman. U.S.Art Company, Inc.. shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of this Bill of Lading, if so indicated, to Shipper or the party, if any, designated to receive notice on this Bill of Lading. Storage charges shall start no sooner than the next business day following the attempted notification. At U.S.Art Company, Inc.'s option, storage may be in any location that provides reasonable protection against loss or damage. U.S.Art Company, Inc.. may place the shipment in public storage at the owner's expense and without liability to U.S.Art Company, Inc..

(b) If U.S.Art Company, Inc.. does not receive disposition instructions within 48 hours of the time of its attempted first notification, it will attempt to issue a second and final confirmed notification. Such notice shall advise that if U.S.Art Company, Inc.. does not receive disposition instructions within 10 days of that notification, U.S.Art Company, Inc.. may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the U.S.Art Company, Inc.'s invoice for transportation, storage and other lawful charges. Shipper or owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to Shipper or owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where U.S.Art Company, Inc.. has attempted to follow the procedure set forth in subsections 10 (a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of U.S.Art Company, Inc.. at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, U.S.Art Company, Inc.. may dispose of property to the best advantage.

(d) Where U.S.Art Company, Inc.. is directed by Shipper, consignee or their agent to unload or deliver property at a particular location where Shipper, consignee or the agent of either is not regularly located, the risk after unloading or delivery shall not be that of U.S.Art Company, Inc..