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, LLC, Freeman Expositions, Ltd., Freeman Audio Visual, Inc., Exhibit Surveys, LLC, Freeman Exhibit, Freeman Transportation, FreemanXP, LLC, Stage Rigging, LLC, The Freeman Company, Freeman Electrical, LLC, Freeman Digital Ventures, LLC, 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 of all 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 services or removal of the 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. Reusable certificates are not valid unless EXHIBITOR is rebilling these charges to its customers. For International EXHIBITORS, FREEMAN reserves 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, there should 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 prepaid 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, FREEMAN 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 EXHIBITOR'S estimate of charges and the actual charges incurred by EXHIBITOR, 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 the credit card transaction is declined, EXHIBITOR hereby authorizes Freeman to process the outstanding balance in multiple smaller increments that total the amount of the outstanding payment obligation. In the event that a THIRD PARTY (AGENT) 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 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. If any labor secured through Freeman is conducting overhead work, the Exhibitor is responsible for ensuring that everyone in the area of overhead work is wearing a hard hat. If the Exhibitor does not have its own hard hats, Freeman can assist with obtaining them. 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.
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 conditioned upon presentation of the following conditions if met: The Material Handling Agreement (MHA) is signed; Exhibitor’s materials are delivered to Freeman’s warehouse or to an on-site 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 Exhibitions, Inc., and its employees, directors, officers, agents, assigns, affiliated companies, and related entities. In no event shall Freeman be deemed to be the Ultimate Consignee for shipping and custom purposes. The term “Exhibitor” means the Exhibitor, its employees, agents, and representatives.

2. Packaging/Crates and Storage. Freeman shall not be responsible for damage to loose or uncrated materials, pad 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 forklift and similar means. Freeman does not accept any crates or packaging that is not designed for any wait time. 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 to goods 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 empty labels must be removed or defaced. 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/Outbound Shipments. 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 marking of security access to Freeman’s Service Desk, Management.

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 lost or the material onto the carrier under disburse 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 shipper or driver of that carrier. Freeman assumes no responsibility for loss, damage, theft or disappearance of Exhibitor’s materials that arise out of improperly loaded or labeled materials.

6. Designated Carriers. 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 the handling of Exhibitor’s materials.

8. Claim(s) for Loss. Freeman agrees that any and all claims for loss or damage must be submitted to Freeman immediately after 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 after 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 any of alleged loss or damage. Any claims against Freeman shall be considered a separate transaction and shall be resolved on their own merits.

b. Maximum Recovery. If found liable for any loss, Freeman’s sole and exclusive maximum liability for loss or damage to Exhibitor materials and Exhibitor’s sole and exclusive remedy is limited to $50.00 (USD) per pound per article with a maximum liability of $100.00 (USD) per item, or $1,500.00 (USD) per shipment whichever is less. All payment 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 Exhibitor or to any other Party for Special, Collateral, Exemplary, Indirect, Incidental, or Consequential Damages, whether such damage occurs before, during, or subsequent to, or is alleged as 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 tort, 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 interruption of business or other consequential or indirect economic losses.

9. Declared Value. Declarations of Declared Value are between the Exhibitor and the select and are in no way an extension of Freeman’s maximum liability stated herein. Freeman will include without limitation insurance proceeds (the “Declared Value”) 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 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 attorneys’ fees and investigation costs) arising out or contributed to by Exhibitor’s negligence supervision of any labor secured through Freeman; Exhibitor’s negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of Exhibitor’s employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show or as a result of the Contract relations, including but not limited to Exhibitor’s violation of Federal, State, County or Local ordinance and/or Exhibitor’s violation of Regulations and/or Rules as published and set forth by Freeman and/or Show Management.

12. Liability. Freeman 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 (the “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 for by Freeman or 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 public sale or other intended disposition of any Collateral 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 disclosed 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/vehicle (or equipment that you are operating), and you as an agent of your employer and the truckowner, hereby assume the risk of injury or harm to yourself and others and damage to your property and property belonging to you or your employer or otherwise 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 dangers associated with the rules for safe operation, your employer, the truckowner, and you agree to indemnify and hold harmless Freeman tranon’s 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.

Freeman REV 08/18
1. DEFINITIONS. In this Contract, the term "Freeman" means Freeman Decorating Services, Inc., its respective employees, officers, directors, agents, and affiliated companies, and related entities, including any contractors appointed by Freeman. The term "Shipper" means the person or business for whom or for whom the property is to be transported, and includes its respective employees, officers, directors, agents, associates, affiliated companies, and contractors appointed by the Shipper, excluding only Freight." Property" is all objects of any type received from the Shipper for transport as described herein. "Consignee" is the party to whom Shipper has designated the goods are to be delivered .

2. FINAL CONTRACT BETWEEN THE PARTIES: In exchange for Shipper’s payments and Freeman’s services, which the parties have specified in this two-page Contract (including the Air Cargo Service Request described herein. "Consignee" is the party to whom Shipper has designated the goods are to be delivered .

3. Freeman’s RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED: Freeman is responsible for the satisfactory performance of only those services which it directly provides under this Contract. Freeman shall not be responsible for events or causes of delay, death, or damage beyond its reasonable control, including (by way of illustration only, and not as a limitation on the breadth of this clause), strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, facility closure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or insurrection, or damage beyond its reasonable control. Freedom delivers to the extent Freeman’s liability is not limited by any law of the state or country in which the shipment is to be delivered.

4. PACKAGING AND CRATES: Shipper’s property must be well packaged for safe and secure handling, storage, and transportation. Each piece must be adequately marked with the name and address, including correct ZIP code of the Shipper and Consignee. When a container is used repetitively by Shipper, Shipper must remove all old labels, tags, markings, etc., and Shipper must ensure that the container retains its identity and performance characteristics and that no warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Shipper shall not be responsible for damage to loose or uncrated materials, packaged or shrink wrapped by Shipper, or for the loss of, or damage caused to, property or improperly packed or labeled materials. Crates and packaging should be of a design to adequately protect the property and are the obligation of the shipper. Shipper is responsible for the satisfactory performance of only those services which it directly provides under this Contract. All shipments are subject to opening for inspection by Freeman; however, Freeman reserves the right to periodically inspect the property of the world due to conditions that may cause damage to perishable commodities. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper’s expense.

5. REFUSED SHIPMENTS: If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver a shipment because of fault or mistake of the Consignee, Freeman’s liability shall then become that of a warehouseman.

(a) Freeman shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated to receive notice in these instructions.

(b) Storage charges, based on Freeman’s applicable rates, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman’s option, in any location that may reasonably be necessary. Shipper may place the shipment in public storage at the owner’s expense and without liability to Freeman. If Freeman does not receive disposition instructions within 48 hours of the time of Freeman’s attempt, it will immediately attempt to open the property held in storage. Freeman may open the property at its discretion and at the expense of the shipper. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman may offer the shipment for sale at a public auction and Freeman has the right to retain title to the property so sold. Freeman does not guarantee delivery by any specific time or date. Freeman reserves the right to periodically inspect the property of the world due to conditions that may cause damage to perishable commodities. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper’s expense.

6. LIMITATION OF SHIPPER’S RECOVERABLE DAMAGES: FREEMAN’S LIABILITY FOR DAMAGES ON DOMESTIC SHIPMENTS, INCLUDING, BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM OR RELATED TO MISDELIVERY, INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY, MISDELMER’S PROPERTY, ITS VALUE, OR ITS PROBLEMS WITH ITS PROPERTY (including but not limited to instructions or failure to collect or properly deliver a payment instrument), nondelivery, missing or lost property, or damage of any kind or nature. Shipper warrants and ensures that its property is inert, and contains no hazardous substances, Hazardous Materials, Chemicals, Explosives, Radioactive Materials, Biologicals, hazardous, or any other substance, matter or object in any form that could pose a threat to the health or safety of people or property or to the environment. Shipper’s violation of these rules may result in judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) on behalf of Freeman and/or any of its agents, in any state or federal court, and shall be at Shipper’s sole risk. Freeman’s liability for consequential, indirect, incidental, punitive or exemplary 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, and;

(c) even though Freeman may have been advised or be on notice of the possibility or even the probability of such damage.

Freeman makes no warranties, express or implied, and expressly disclaims any and all warranties.

7. SHIPPER’S RESPONSIBILITIES AND INDEMNIFICATION: Shipper agrees that this shipment is subject to the TERMS stated herein. All TERMS, including but not limited to, all the limitations of liability, shall apply to our agents and their contracting carriers.

(b) Shipper understands and acknowledges that Freeman does not accept or transport illegal, dangerous or hazardous materials of any kind or nature. Shipper warrants and ensures that its property is inert, and contains no hazardous substances, Hazardous Materials, Chemicals, Explosives, Radioactive Materials, Biologicals, hazardous, or any other substance, matter or object in any form that could pose a threat to the health or safety of people or property or to the environment. Shipper’s violation of these rules may result in judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) on behalf of Freeman and/or any of its agents, in any state or federal court, and shall be at Shipper’s sole risk.

8. CLAIMS. Shipper, Consignee, or any other party claiming an interest in the property 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 concealed damage must be confirmed in writing or via email at exhibit.transportation@freeman.com within five business days of receipt of the property. If Carrier schedules an inspection, claimant must hold the shipping container, all packaging material and contents in the same condition as they were when in damage was discovered. Receipt of the shipment by the Consignee or the Consignee’s agent without written notice on the delivery receipt and/or delivery manifest shall be prima facie evidence that the property was delivered in good condition. If the claim is for loss or damage involving International shipments, claimant must commence the action within one (1) year of the shipment by Freeman unless otherwise required by International, Federal or State Law. If the claim is for loss or damage involving International shipments, claimant must commence the action within two (2) years from the date of acceptance of the shipment by Freeman unless otherwise required by International, Federal or State Law. For purposes of this section, no action shall be deemed to have commenced until receipt by Freeman of service of process or the effective service on Freeman of a notice of claim.

10. MISCELLANEOUS: Shipper warrants the accuracy of the weight and dimension data furnished in this Contract. Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Agreement, receipt by another party of the property and that Shipper will have no control over the property until it is delivered pursuant to the instructions in this Agreement. This Agreement is to the exclusive benefit of any third party, including common or contract carriers of cargo by air, rail, water, road, or by the purpose of confirming contents, 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, and;

(c) even though Freeman may have been advised or be on notice of the possibility or even the probability of such damage.

Freeman makes no warranties, express or implied, and expressly disclaims any and all warranties.

For shipping containers designed for repeated use (tradeshow cases, totes, crates), Freeman shall have no liability for the entirety of the shipment, including any dangerous substances in the property placed with Freeman.