



24021 S. MUNICIPAL DRIVE
P. O. BOX 380
CHANNAHON, IL 60410-9788

01-01-2010

DECLARED VALUE AND LIMITS OF LIABILITY

Unless otherwise specified herein, liability on all domestic shipments shall be limited to the higher of \$50.00 per shipment or \$0.50 per pound of cargo lost or damaged plus transportation charges applicable to that part of the shipment lost or damaged, unless at the time of tender, the Shipper declares a higher value and signs in the space designated on the freight Waybill. Liability shall in no event exceed the declared value of the shipment plus applicable freight charges, or the actual amount of loss or damage, whichever is lower.

Unless otherwise specified herein, liability for international shipments being transported as part of a continuous movement and moving on a lane segment specified on the Waybill shall be limited to \$0.50 US per pound of cargo lost or damaged plus transportation charges applicable to that part of the shipment lost or damaged, unless a higher value is declared at the time of tender. Liability shall in no event exceed the declared value of the shipment plus applicable freight charges or the amount of loss or damage, whichever is lower.

When the Shipper declares a value that exceeds \$0.50 per pound or \$50.00, whichever is greater, an additional charge of \$0.65 for each \$100.00, or fraction thereof, will be charged subject to a minimum charge of \$2.00 per freight Waybill. When a Shipper declares \$0.50 per pound or \$0.25 per kilogram for an international shipment, a valuation charge of \$0.85 for each \$100.00, or fraction thereof, subject to a minimum charge of \$2.50 per shipment, will be assessed.

In the absence of special arrangements, neither **PACKARD TRANSPORT, LLC** nor the carrier(s) retained by it shall be liable for damages in excess of \$50,000.00 per shipment, regardless of the value declared.

The Shipper may make special arrangements for liability coverage greater than \$50,000.00 by calling **PACKARD TRANSPORT, LLC** at 1-800-727-7225 and requesting the increased limit. If the Shipper executes a release rate in excess of \$50,000.00 per shipment without having made special arrangements and obtaining special rate approval, and the shipment is inadvertently accepted by **PACKARD TRANSPORT, LLC**, it shall be considered released at \$50,000.00 per shipment and will move subject to such limitations, applicable rates, and insurance charges.

The 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, the Shipper agrees that in the event it desires coverage for loss, it will obtain insurance, and that said insurance will contain a waiver of subrogation clause waiving any subrogation rights (or and on behalf of such insurance carrier. In the event that the Shipper fails to obtain a waiver of subrogation, the Shipper will defend, indemnify and hold harmless **PACKARD TRANSPORT, LLC** and any carrier(s) retained by it with respect to claims made by the Shipper or third parties acting as subrogees of the Shipper.

Shipper and Consignee shall be jointly and severally liable to pay or indemnify **PACKARD TRANSPORT, LLC** for all costs, including, but not limited to, claims, overweight fines, penalties, and attorneys fees incurred by **PACKARD TRANSPORT, LLC** by reason of any violation of these Service Conditions.