RAILWAY EXPRESS AGENCY

(Railway Express Agency, Inc.)

UNIFORM EXPRESS RECEIPT—NON-NEGOTIABLE—TERMS AND CONDITIONS

1. The provisions of this receipt shall inure to the benefit of and be binding upon the consignor, the consignee, and all carriers handling this shipment, and shall apply to any reconsignment, or return thereof.

2. In consideration of the rate charged for carrying said property, which is dependent upon the value thereof and is based upon an agreed valuation of not exceeding fifty dollars for any shipment of 100 pounds or less, and not exceeding fifty cents per pound, actual weight, for any shipments in excess of 100 pounds, unless a greater value is declared at the time of shipment, the shipper agrees that the company shall not be liable in any event for more than fifty dollars for any shipment of 100 pounds or less, or for more than fifty cents per pound, actual weight, for any shipment weighing more than 100 pounds, unless a greater value is stated herein. Unless a greater value is declared and stated herein the shipper agrees that the value of the shipment is as last above set out and that the liability of the company shall in no event exceed such value.

3. Unless caused by its own negligence or that of its agents, the company shall not be liable for:

(a) Differences in weight or quantity growing out of shrinkage, leakage, or evaporation.

(b) The death, injury, or escapement [illegible] freight.

(c) Loss of money, bullion, jewelry, precious stones, [illegible] or other articles of extraordinary value, unless such articles are [illegible] in the receipt.

4. Unless caused by its own negligence or that of its agents, the company shall not be liable for [illegible] or delay caused by:

(a) The act or default of the shipper or owner.

(b) The nature of the property, defect or inherent vice thereof.

(c) Improper [illegible] packing, or [illegible].

(d) The Act of God, public enemy, authority of law, quarantine, riots, strikes or stoppage of labor, perils of navigation, fire, hazards, or dangers incident to a railroad or other conveyance in [illegible].

(e) The communication by, or [illegible] delivery to, the consignee or [illegible].

(f) Delivery under instructions of consignor or consignee or [illegible] where there is the record of the company that such shipments have been left at such station.

5. Packages containing [illegible] articles, consisting wholly or in part of glass must be so marked and [illegible] and unless sole transportation be [illegible] ordinary care.

6. When consigned to a point at which the express company has no office, shipments must be marked with the name of the railroad station at which delivery will be required or be marked with forwarding directions to that point, beyond the express company's line; in either case there an express company's [illegible] the shipment will be routed [illegible]

7. As conditions precedent to recovery, claims must be made in writing to the originating or delivering carrier within nine months after delivery of the property or, in case of failure to make delivery, then within nine months and fifteen days after date of shipment; and suits shall be instituted only within two years and one day after the date when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof.

8. If any C. B. D. is not paid within thirty days after notice of non-delivery has been mailed to the shipper, the company may at its option return the property to the consignor.

9. Free delivery will not be made at points where the company maintains no delivery service; at points where delivery service is maintained free delivery will not be made at addresses beyond the established and published delivery limits.

Special Additional Provisions as to Shipments Forwarded by Air or Vessel from the United States to Places in Foreign Countries.

[illegible] this shipment specified in this receipt is to a foreign country, this property is [illegible] shall, as to transportation by air or ocean routes and by such foreign carriers [illegible] transportation, be subject to all the terms and conditions of the contracts or tariffs [illegible] between [illegible] as accepted by the company for this shipment, and of foreign carriers [illegible] in the transportation, and also of such tariffs as control the transportation and delivery subject to the rules, regulations, limitations and conditions of [illegible] and agents.

11. [illegible] Convention, the destination of which is in a foreign country [illegible] the limitations of liability [illegible] Convention, the provisions of which may be applicable to [illegible] carrier's liability for loss of, damage to, or delay in the delivery of baggage or cargo [illegible] Convention, other delivery of the property at said port or [illegible] notice to the consignee that the property has arrived at said port or [illegible] delivery, then within nine months and fifteen days after date of shipment; and suits shall be instituted only within two years and one day after the date when notice in writing [illegible] given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof. Where claims are not [illegible] made and suits not instituted in accordance with the foregoing provisions, the carrier shall not be liable.

12. It is hereby agreed that the property destined to such foreign country, and [illegible] with foreign governmental or customs duties, taxes, or charges, may be stopped [illegible] account of foreign ports, shipment at destination, and there held pending the [illegible] requirements, and documents and such duties and charges, when demanded by the [illegible] shall become a lien on the property [illegible]