R E A EXPRESS

(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 company, its agents, and the carrier furnishing the shipment, and shall apply to any reconsignment, diversion or return.

2. In consideration of the rate charged for carrying this property, which is dependent upon the value thereof and is based upon an agreed valuation of not exceeding $50 per pound for any shipment of 100 pounds or less, or if not exceeding fifty dollars in actual weight for any shipment of weight of 100 pounds or less, and not exceeding actual value if in excess of the above, the shipper agrees that the company shall not be liable in any event for more than fifty dollars in any shipment of 100 pounds or less, nor for more than fifty dollars per pound, actual weight, for any shipment weighing more than 100 pounds, unless a greater value is declared herein. Unless a greater value is declared herein the shipper agrees that the value of the shipment is not due or payable 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 weights or quantities resulting from shrinkage, leakage, or evaporation.
b. The death, injury, escape or loss of live freight.
c. Loss or injury arising from insufficiency of packing, defective containers, or other matter of an extraordinary nature, unless such conditions are encountered in the ordinary course of business.

4. Unless notified when the shipment is ready for delivery, or that all its agents, the company shall not be liable for loss, injury, or delay of goods, except for —

a. The acts or omissions of the consignee or owner.
b. The nature of the goods, or defect or inherent vice therein.
c. Shipment in unsuitable containers, improperly or insufficiently packed.
d. Take fees, duties, or other charges, or perform all the requirements of laws, or rules or regulations of the federal or state governments, or municipalities, or other authorities.
e. The government, or any agent of government, seizes the property in C. O. D. shipments.
f. Delivery to the consignee of the goods in consideration of the receipt of the bill of lading, or other instrument of title, in shipments that would ordinarily be subject to such delivery.

5. Perishable articles, including, but not limited to, fruits, vegetables, fish, poultry, game, meat, milk, flowers, and other articles requiring special care, are accepted for shipment subject to the following conditions:

a. When given a time or place in which the shipment is to be delivered, or when given any other instruction or information which may be required in order to insure safe and prompt delivery, the company shall not be liable for any loss, injury, or damage to such shipment, unless such time or place or other instruction or information is given in writing by the shipper and accepted by the company in writing.
b. The company shall not be liable for any loss, injury, or damage to such shipment, unless such loss, injury, or damage shall be caused by the negligence of the company, its agents, or employees, and the company shall not be liable for any loss, injury, or damage to such shipment caused by the act of God, or the public enemy, or by the act, default, or omission of the shipper or owner, or by the nature of the goods, or by any defect in the goods, or by any other cause not the negligence of the company, its agents, or employees.

7. As conditions precedent to any claim, claim must be made in writing to the company by the owner or consignee within three months after delivery of the property, or, if the property is not delivered, then within three months after a reasonable time for delivery has elapsed, and suit must be instituted thereon within two years and one day after the claim shall have arisen, or within two years and one day after the company has disclaimed the claim or any part or parts thereof.

8. If any C. O. D. is not paid within thirty days after notice of nondelivery has been sent 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, or points where delivery service is maintained free delivery will not be made at such points beyond the established and published delivery limits.

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

10. If the destination specified on this receipt is a foreign country, the property covered hereunder will be transported by air or vessel, at the option of the carrier, or its agents, or any other carrier or agent to whom the property may be delivered for transportation, and the shipper agrees that the carriage of the property covered by this receipt, and all charges relating thereto, shall be governed by the provisions contained in the regulations, tariffs, rules, and regulations of the carrier, its agents, and any other carrier or agent to whom the property may be delivered for transportation, and the laws, regulations, and decisions of the United States and the foreign country, dominion, and governments, their departments, and agents.

11. [illegible] the property covered hereunder be delayed in port or airport due to [illegible] or any other cause, the carrier or its agents or any other carrier or agent to whom the property may be delivered for transportation, shall not be liable for any loss, injury, or damage to such property, or any other property, or any other cargo, or any other thing, which may be caused by such delay. [illegible] the property covered hereunder be delayed in port or airport due to any cause, or be damaged or destroyed by any act of God, or the public enemy, or by any act, default, or omission of the shipper or owner, or by the nature of the goods, or by any defect in the goods, or by any other cause not the negligence of the carrier, its agents, or employees, the carrier or its agents or any other carrier or agent to whom the property may be delivered for transportation shall not be liable for any loss, injury, or damage to such property, or any other property, or any other cargo, or any other thing, which may be caused by such delay, or by such act of God, or the public enemy, or by such act, default, or omission of the shipper or owner, or by such nature of the goods, or by such defect in the goods, or by such other cause not the negligence of the carrier, its agents, or employees.

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