

Definitions: “Leerform”: Leerform LLC and Leerform LLC doing business as Leerform Fabrication and Design, together with its subsidiaries, affiliates, officers and employees. “Goods”: Items in whole or in part, in packed or unpacked state, that are tendered to Leerform for transportation, packing and related services and are subject to the rules and regulations herein. “Shipper”: Persons, parties or organizations that consign Goods to Leerform for transportation and related services. “Consignee”: Person, parties, or organizations that receive Goods from Leerform. “Customer”: Persons, parties or organizations who hire and employ Leerform to collect and deliver Goods and perform transportation and Services and are liable to Leerform for charges incurred. “Exclusions”: Conditions and occurrences, set forth herein. “Services”: All work and or services provided by Leerform including, but not limited to, transportation, crating, packing, unpacking, fabrication, construction and repair of crates, travel frames, and other travel containers for Goods, receiving, handling, placement, hanging, mounting, fabrication of plinths and pedestals, mounts, structural supports, displays, partitions, sculptural supports, 3D imaging, 3D printing, CNC cutting, installations, welding, brazing, soldering, painting, finishing, rigging, inventory, storage, temporary storage, rolling, unrolling, framing, unframing, folding, unfolding, affixing, maintaining, and or removing hardware from Goods. “Premises”: The structure, fixtures, and fittings at any location other than the facilities maintained by Leerform, including but not limited to the location where Services are being performed, Customer’s residence or place of business, Consignee’s residence or place of business, and or any location where Leerform receives and or delivers Goods and or performs Services. “Contents”: All items, excluding Goods, including but not limited to fine and decorative arts, antiques, furnishings, equipment, and household goods located at Premises. “PBS”: Packed by Shipper.

Limitation of Liability: The maximum liability of Leerform for loss or damage to Goods by any cause, including negligence, during the performance of Services, including but not limited to transportation, is limited to \$1.00 per pound up to a maximum of \$100.00 per article of Goods unless the Shipper and or Customer declares a higher value in writing before the shipment, for all or a portion of the Goods, and pays Leerform an increased rate based upon such increased valuation. The Liability of Leerform for loss or damage to Contents and or Premises by any cause, including the negligence of Leerform, because of or during its performance of Services, is limited to \$500.00.

Insurance: Leerform does not provide insurance for Goods.

Indemnity: Should any claim in excess of the foregoing limitation of liability be asserted against Leerform by a third party for loss or damage to Goods, Contents, and or Premises, for any reason including but not limited to Leerform’s negligence in its performance of Services, the Shipper and Consignee, agree to indemnify and hold Leerform harmless as against any such claims and pay Leerform’s reasonable attorney’s fees in defense of such claims.

Waiver of Subrogation: Shipper and Consignee waive any and all rights of recovery against Leerform occurring and or arising out of any loss or damage to Goods, Contents, and or Premises to the extent such loss or damage is covered by insurance. This waiver of subrogation shall be in addition to, and not in limitation or derogation of, any other waiver, release, or limitation of liability contained in this Agreement with respect to any loss of, or damage to Goods, Contents, and or Premises. Inasmuch as the above waiver will preclude the assignment of any aforesaid claim for loss of, or damage to the Goods, Contents, and or Premises by way of subrogation to an insurance company, Shipper and Consignee shall immediately furnish its insurers with written notice of the terms of said waiver, and to have all applicable insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver of subrogation. All insurance policies covering the Goods, Contents, and or Premises shall specifically waive subrogation against Leerform. Shipper shall furnish Leerform with all applicable insurance policies on request.

Procedures for Filing Claims and Time Limitations: Claims for loss, damage, or delay must be filed in writing with Leerform within nine (9) months after the delivery and receipt of the Goods, 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. If Leerform denies such claim, the Shipper and or Customer must file suit within two (2) years and one (1) day after Leerform provides written notice that the claim has been denied (unless the Carriage of Goods by Sea Act (“COGSA”) applies to the shipment and then COGSA’s one (1) year limitation of time to file suit applies). As a condition precedent to recovery, claims for loss, damage, or delay during transit must be filed in writing with Leerform in accordance with the provisions of the claim filing regulations of the Federal Motor Safety Administration set forth at 49 C.F.R. §370, which regulations are expressly incorporated herein by reference in their entirety. The Consignee must hold the packaging(s), shipping container(s), and its contents and Goods in the same condition they were in when damage was discovered. The absence of written notification of damage on this bill of lading shall be *prima facie* evidence that the Goods were delivered in good order and condition. No claims for loss or damage shall be entertained until all of Leerform’s charges have been paid in full. The amount of any claim may not be deducted from the total due and payable charges.

Consequential and Special Damages: Leerform shall not be liable for consequential or special damages including but not limited to losses caused by delay, lost profits, and emotional distress.

Governing Law and Consent to Jurisdiction and Venue: The rights and obligations of the parties to this bill of lading shall be construed and enforced in accordance with the laws of the State of New York. Any claim, dispute, or controversy arising out of or relating to this bill of lading shall be brought in the Supreme Court of the State of New York, County of New York or the United States District Court for the Southern District of New York. All parties to this bill of lading irrevocably submit to personal jurisdiction in New York and consent to venue in the Courts referenced above.

Exclusions: Customer, Shipper, and Consignee release Leerform from all liability caused by or resulting from Goods improperly packed, mislabeled Goods, Goods with inherent vice, wear and tear, gradual deterioration, moths, insects, vermin, loss or damage to bills, deeds, evidence of debts, letters of credit, passports, tickets, documents, notes, securities, currency, money, and bullion.

Use of Other Carriers and Subcontractors: Leerform may engage the services of other carriers or subcontractors to handle Goods and or perform Services at its discretion. In the event that Leerform engages the services of other carriers or subcontractors to handle the Goods and or perform Services, they do so subject to all of the terms, conditions, and limitations of liability contained in this bill of lading in the same manner as if said Services were performed by Leerform.