

Cartons & Crates

Packaging and Shipping Company

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shipping@cartonsandcrates.com

Service and Supply Agreement

TERMS

All parcels accepted at Cartons & Crates, hereafter referred to as C&C. Any carrier hereafter referred to as Carrier. Parcels accepted by C&C from Customers, hereafter referred to as Shipper are subject to refusal by the Carrier. **2.)** C&C shall not accept for shipment without adequate insurance coverage provided by Carrier Parcel(s) containing: 1) Glass or other fragile items. 2) Contents exceeding \$100 in value and 3) Hazardous materials. **3.)** C&C shall act as Agent only for the receipt and forwarding of Parcel(s) by the Shipper, whose Name and Address appear on C&C's Parcel Shipping Order and/or other associated paperwork, email etc. C&C assumes no liability for the successful completion of delivery of the Parcel(s) of the contents thereof. The Shipper agrees to hold C&C harmless for damages that may result from negligent or delinquent handling by Carrier. In the event of loss or damage to said Parcel(s), C&C will act as Agent on behalf of Shipper for the filing and processing of claims, it is hereby expressly agreed that C&C shall have no liability if any Claim is denied or paid in part by the Carrier. **4.)** It is also agreed, that provided the Shipper has indicated the "Declared Value" and paid the appropriate fees, Carriers liability is limited to the repair or replacement value of lost or damaged item of readily ascertainable market value, not to include items of sentimental value. **5.)** If wine Parcel(s) should arrive damaged: i.e. loss or damage, cork push or seepage, the Receiver must notify C&C within 72 hours of delivery during normal business hours. The Receiver must arrange for inspection of Parcel(s) with the Carriers local Agent. All packaging materials must be kept for inspection for 3 months. Claims not made to C&C within 72 hours of the delivery date are waived. **6.)** If non wine Parcel(s) should arrive damaged C&C must be notified in writing within 15 days of delivery. The Receiver must arrange for inspection of Parcel(s) with the Carriers local Agent. All packaging materials need to be kept for inspection for 3 months. Claims not made in writing within 15 days of delivery are waived. **7.)** C&C is not liable for the failure of the Carrier to properly collect or remit funds for C.O.D. Parcels. Furthermore, Receiver's check shall be accepted for C.O.D.'s at Shippers risk unless otherwise noted on C.O.D. tag. Shipper assumes all charges for a C.O.D. shipment if refused by the Consignee. **8.)** Shipper shall not hold C&C liable for failure to make timely delivery on delivery date specified. Any statement by C&C as to probable date of delivery by Carrier is a statement of opinion only and shall not be warranted in any manner. C&C shall not be liable for any delays in shipment of deliveries by C&C and/or Carrier. **9.)** All Parties agree that in the event of any default by either Party, venue will be in Napa County. **10.)** All Parties agree that in the case of litigation the prevailing Party shall receive reasonable Attorney's fees. **11.)** Interest shall accrue on any past due amount at the legal rate of 18% per annum. **12.)** If Shipper declares wine shipment is to a commercial destination, but is found to be residential, Shipper authorizes C&C to charge Shipper's credit card or in house charge account \$50.00 **13.)** The foregoing constitutes the full and complete agreement between C&C and Shipper supersedes all prior/subsequent representations either written or verbal. **14.)** Any items returned, damaged or overages will be considered unclaimed and abandoned after 30 days of C&C notifying the Client. Any stored items will be considered abandoned if payment in full for services or products exceeds 30 days of non-payment after C & C has notified the Client. If Client shall have failed to give C & C written notice of an intention not to abandon or pay, within 30 consecutive days thereafter, C & C may reasonably assume that Client has abandoned the items. C & C shall have the right to proceed to sell or otherwise dispose of any returned, damaged, overage, unclaimed, abandoned, or stored property after 30 days of notification and no response from Client.

SHIPPER RESPONSIBILITIES

1.) The Shipper agrees to provide accurate and suitable shipping information: Name/Company, Address, Telephone Number, Email Address, Description/Contents, Value/Insurance, and specify any C.O.D. shipments. C&C shall not be liable for any incorrect information provided by the Shipper and Shipper agrees to pay any additional costs due to this reason. 2.) Shipper agrees to pay C&C all fees prior to shipping or; 3.) Shipper has an open account and agrees to pay all fees with 15 days from date of shipment. Furthermore, Shipper agrees to pay C&C a 10% finance charge if account becomes 30 days past due as stated in C&C's Credit Application Terms of Agreement.

GENERAL AGREEMENT

Services provided under this Agreement do not assure uninterrupted shipping and delivery operation and C&C is not responsible for failure to render services due to causes beyond its control. The Shipper represents that the Shipper is either the Owner or authorized by the Owner to include them under this Agreement.

I certify that I agree to the foregoing terms and that any stated contents and their value left in the care and custody of C&C are truthful and complete and I am authorized to enter into this Agreement.

_____ Date: _____
(Signature)

_____ Title: _____
(Print Name)

