

CONDITIONS OF CONTRACT

Policies - Puppy Travelers will not issue credits for animals. Puppy Travelers reserves the right to reject any or all animals, for any or no reason. Puppy Travelers does not accept and transport sick animals. Puppy Travelers is not responsible for any dissatisfaction or problems associated with the animals transported. Puppy Travelers is not and cannot be associated with the buying and/or selling. Puppy Travelers has no liability beyond that which our insurance carrier covers. Puppy Travelers is solely and strictly a ground transportation service. We must remain neutral in any and all disputes between seller or buyer. Puppy Travelers will not transport any animal until paid to do so (this includes returns and rejected animal.)

Non-Negotiable Document - In tendering the shipment described herein for carriage, Shipper agrees to these Conditions of Contract, which no agent or employee of the parties may alter, and that this domestic waybill is non-negotiable and has been prepared by him or on his behalf by the Carrier.

Carrier Tariffs Govern - It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order (except as noted) for carriage as specified herein, subject to governing tariffs in effect as of the date hereof. Said tariffs are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract.

Shipper Responsibility - The Shipper is responsible for preparing, marking, packing, labeling and properly describing the contents of his shipment so as to ensure safe transportation with ordinary care in handling. Carrier acceptance of the shipment shall be prima facie evidence of Shipper's compliance with this paragraph.

Inspection of Shipments - All shipments are subject to inspection by the carrier, but the carrier shall not be obligated to perform such inspection.

Reweighting - All freight rendered to Puppy Travelers is subject to reweighing, at either the point of tender, point of transfer or destination and recalculation of freight charges based on such reweighing.

Consequential and Special Damages - The Carrier shall not be liable for an consequential or special damages whether or not the Carrier had knowledge that such damages might be incurred.

C.O.D. Shipments - Shipper must enter the amount of any shipper's C.O.D. which shall be collected subject to the fee and rules of the delivering carrier.

Applicable Routing - Carrier's routing applies.

Delivery - Delivery will be made by the delivering carrier to the Consignee at a point where delivery service is available at applicable tariff charges unless instructions to deliver at airport terminal are specified by Shipper under special instructions.

Receiving - If no one is available to receive the animal at the other end of the transport and/or we are unable to contact the responsible party, the shipper will be responsible for return freight at 75% of the original freight and the shipper must make arrangements to meet the bus upon its return in Neosho to pickup those said animals. Failing this the shipper will be responsible for housing and care at a local DVM clinic or boarding facility at the actual cost and Puppy Travelers will deliver to the clinic /facility at no charge.

Indemnity - The Shipper and Consignee shall be liable, jointly and severally, to pay or indemnify the Carriers for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed by reason of any violation of any of the rules contained in applicable tariffs or any other default of the Shipper or other such parties with respect to a shipment.

Exclusions - The Carrier shall not be liable for loss, damage, delay or other result caused by (a) Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war; (b) the act or default of the Shipper or Consignee; (c) the nature of shipment, or any defect, characteristic or inherent vice thereof; (d) violation by the Shipper or Consignee of any of the rules contained in applicable tariffs, including, but not confined to, improper or insufficient packing, securing, marking or addressing, and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions; or (e) compliance with delivery instructions from the Shipper or Consignee or noncompliance with special instructions from the Shipper or Consignee not authorized by applicable tariffs.

Schedules Not Guaranteed - Except as otherwise provided herein, The carrier has no obligation to commence or complete transportation within a certain time or according to any specific schedule, or to make connections with any other carrier, or for error in any statement of times of arrival or departure.

Missouri Law Applicable - This Agreement is subject to, and will be interpreted in accordance with the law of the state of Missouri, without regard to principles of conflicts of law.

Consignments to carriers and intermediate handlers. Carriers and intermediate handlers must not accept a dog or cat for transport in commerce more than 4 hours before the scheduled departure time of the primary conveyance on which the animal is to be transported. However, a carrier or intermediate handler may agree with anyone consigning a dog or cat to extend this time by up to 2 hours.

Consignors who are subject to the Animal Welfare regulations (9 CFR parts 1, 2, and 3) must certify that each dog and cat was offered food and potable water within the 4 hours preceding delivery of the dog or cat to a carrier or intermediate handler for transportation in commerce, and must certify the date and time the food and potable water was offered, in accordance with this subpart.