

## TERMS AND CONDITIONS

**1. Definitions: C3 Transportation Services, LLC** and its employees and/or agents are referred to as “C3” “Good(s)” are property, including but not limited to wine, alcoholic beverages, spirits and/or beer which are tendered to C3 for handling, transportation and ancillary services, including but not limited to packing and crating wine. “Shipper” hires C3 to transport and perform services with respect to Good(s) and agrees that these terms and conditions apply to all transportation and ancillary services performed by C3 and its subcontractors. “Consignee” is the person who receives Good(s) from C3.

**2. LIMITATION OF LIABILITY: C3’S MAXIMUM LIABILITY FOR LOSS OR DAMAGE IS LIMITED TO \$0.60 (SIXTY CENTS) PER POUND AS DETERMINED BY THE ACTUAL WEIGHT OF THE UNWRAPPED GOOD(S), BUT IT CANNOT EXCEED THE ACTUAL LOSS. C3 SHALL NOT BE LIABLE FOR ANY CLAIM IN EXCESS OF \$0.60 (SIXTY CENTS) PER POUND, PER ITEM OF GOOD(S), WHETHER THE RESULT OF NEGLIGENCE, LOSS, DAMAGE, DELAY, NON-DELIVERY, MISDELIVERY OR MISINFORMATION, UNLESS THE CUSTOMER DECLARES A VALUE FOR THE ITEM, PAYS AN ADDITIONAL CHARGE, AND DOCUMENTS ITS ACTUAL LOSS IN ACCORDANCE WITH THE CLAIM FILING RULES CONTAINED HEREIN. THIS LIMITATION OF LIABILITY APPLIES TO ALL TRANSPORTATION AND SERVICES PERFORMED BY C3, INCLUDING BUT NOT LIMITED TO HANDLING, PACKING AND/OR CRATING.**

**3. Exclusions:** C3 shall not be liable for loss or damage due to: inherent vice, improper or inadequate packaging or mislabeling by Shipper or directional orientation to which Shipper does not affix descriptive arrows in advance, natural aging or deterioration, oxidation, damage caused by spoliation, corkage, and maturation. C3 shall not be liable for consequential or special damages.

**4. Routes:** C3 has discretion in **choosing** the means, route and procedure to be followed in the handling, transporting, delivering and servicing Goods.

**5. Claims, Time Limits and Procedures:** Customer agrees to notify C3 in writing of all loss or damage to Good(s) within five days of delivery. Claims for loss, damage or delay must be filed in writing with C3 within nine months after the delivery and receipt of the Goods, except that claims for failure to deliver must be filed in writing within nine months after a reasonable time for delivery has elapsed. Suits for loss, damage, injury or delay must be commenced against C3 no later than two years from the date delivery was **made**. If claims are not filed or suits are not commenced within the above time limits, C3 shall not be liable and such claims shall not be paid. In the event of a claim, Consignee must hold the packaging, shipping container and its contents in the same condition they were in when damage was discovered.

**6. Actions Taken Against C3, Indemnity and Hold Harmless:** Customer agrees to indemnify C3 against all claims, penalties or liabilities and/or claims for attorneys’ fees, which arise from (i) claims for damage resulting from customs, demurrage, duties, storage and/or taxes on Goods (ii) competing claims of ownership asserted against Goods, (iii) Customer’s failure to timely pay any charges incurred in transport, storage or otherwise, and (iv) Customer’s breach of these Terms & Conditions.

**7. Choice of Law, Jurisdiction and Severability:** These Terms and Conditions shall be interpreted, construed, and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws rules. Any action arising from these Terms and Conditions shall be brought exclusively in the United States District Court for the Southern District of New York and/or the State Courts of New York in Westchester County. If any provision of these terms and conditions is declared invalid or unenforceable by a competent authority, the remaining provisions herein shall still be in full force and effect.