

PALLETIZED TRUCKING INC. - General Terms and Conditions

1. **APPLICATION.** Each provision of this Rules Tariff shall apply to each transportation agreement entered into by Palletized Trucking Inc. of Harris County, TX, MC 148279 ("Carrier"), regardless of the origin or destination, including interstate or intrastate shipments, unless expressly waived in a signed, written agreement. The terms and conditions herein shall apply to shipments exempt from economic regulation as well as shipments subject to the jurisdiction of the FMCSA. If there is any discrepancy or conflict between the terms and conditions herein and any terms contained in the bill of lading, including those executed by Carrier's personnel and contractors, Shipper's terms and conditions, or other document, the terms and conditions herein shall control, unless changes have been made by obtaining written approval by an officer of carrier prior to Carrier performing the transportation. The term "Shipper" means the person(s) or entity(ies) desiring to have the goods transported, sending the goods, or otherwise liable as a shipper under law. This definition includes the exporter, importer, sender, receiver, owner, consignor, consignee, forwarder, broker, transferor, or transferee of the shipments, or any other agents or representatives of Shipper. It is the responsibility of all such parties to provide notice and copies of these Terms and Conditions to each other. The term "Consignee" shall mean the person or party to whom the freight is to be delivered.

Carrier reserves the right to modify, amend, and supplement these Terms and Conditions (also known and referred to as Rules Tariff, Rules Circular, Rules, Tariff, Classification, and similar references) from time to time without notice.

2. **SUBSTITUTED SERVICE.** For its operating convenience, Carrier reserves the right to refer shipments to, and Shipper consents to the use of, Carrier's brokerage authority, MC 193115 to provide all or part of given movements. Shipper will not hold Carrier vicariously liable for the actions of the separate third-party motor carrier when the shipment is moved pursuant to Carrier's brokerage authority. In the event of any claim or loss while a shipment is being moved by a third-party motor carrier, Shipper must look solely to the third-party motor carrier and its insurance providers.
3. **BILLS OF LADING.** Carrier's Terms and Conditions in effect on the date the shipment is transported shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to, or sign, bills of lading with alternative terms and conditions and any such documents are signed as receipts for the shipment only. Consignee's receipt and/or signature of the Bill of Lading without notation of damages shall be dispositive evidence that the cargo was delivered in good condition.
4. **COMPLIANCE WITH LAWS AND REGULATIONS.** Shipper shall ensure that Carrier has all the information and documentation necessary to comply with the laws and regulations of any country in, through, or which the shipment will be transported.
5. **STEAMSHIP LINE AND THIRD-PARTY EQUIPMENT.** Use of steamship line or third-party equipment (chassis, container, flat racks, ISO tanks, etc.) will be subject to the steamship line or third party's equipment interchange agreement, including allowances for free time, per diem charges, chassis splits, maintenance and repair, and all other charges incurred. Shipper will be billed for all charges plus an additional administrative charge. Shipper shall pay all valid charges without delay.
6. **CHASSIS SPLITS.** When container chassis is not located at the same location as the container to be transported, chassis split charges may be assessed.
7. **COMMODITY LIMITATIONS.** Carrier does not hold out to transport money, jewelry, manufactured tobacco products, ammunition, objets d'art, currency, documents, items of unusual value, rare metals, or temperature-sensitive goods.
8. **HAZARDOUS MATERIALS.** Shipper will comply with all U.S. DOT requirements governing hazardous materials. Shipper must provide a legible bill of lading and Shipper's certificate with proper Hazmat information on the Bill of Lading and affix any required placards before the shipment is tendered. Failure to comply with these requirements will relieve Carrier of any and all liability for loss or damage directly or indirectly caused to or by the hazardous materials. SHIPPER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CARRIER AND ITS OFFICERS, EMPLOYEES, AGENTS AND INSURERS, AGAINST ALL CLAIMS, LIABILITIES, LOSSES, FINES, COSTS, CLEAN-UP, STORAGE, AND HOURLY RATES OF CARRIER STAFF, REASONABLE ATTORNEY FEES AND OTHER EXPENSES ARISING OUT OF OR RELATED TO THE RELEASE OF ANY HAZARDOUS MATERIAL, INCLUDING WITHOUT LIMITATION, FINES OR EXPENSES RELATED TO THE REMOVAL OR TREATMENT OF HAZARDOUS MATERIAL OR OTHER REMEDIAL ACTION PERTAINING TO THE HAZARDOUS MATERIAL UNDER FEDERAL OR STATE LAW, IF SHIPPER FAILS TO PROVIDE ADVANCED NOTICE PRIOR TO TENDERING HAZARDOUS MATERIAL TO CARRIER; THE CONTACT, EXPOSURE OR RELEASE RESULTED FROM THE IMPROPER PACKAGING OR LOADING OR OTHER ACTS OR OMISSIONS OF THE SHIPPER, ITS EMPLOYEES OR AGENTS; AND THE CONTACT, EXPOSURE OR RELEASE OCCURRED SUBSEQUENT TO THE TRANSPORT OF THE HAZARDOUS MATERIAL BY CARRIER. Shipments of hazardous materials will be subject to an additional charge.
9. **LOADING/UNLOADING.** Shipper and Consignee shall be responsible for loading and unloading all shipments at Shipper's and Consignee's facilities.. Omission of shipper load and count or "SLC" notation on the bills of lading shall not result in a presumption of Carrier liability for shortage or damage. Rates do not include loading or unloading by Carrier personnel unless expressly agreed to in writing.
10. **PACKING OR PACKAGING.** Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids. Carrier will only be responsible for the number of bins, pallets, platforms or skids on such shipments to the extent that such shipments can be reasonably counted. Carrier shall not be liable for damaged goods not clearly marked fragile or glass. Carrier will not be responsible for the structural integrity or cosmetic condition of the cargo. It is the Shipper's responsibility to ensure the cargo is self-supporting and structurally able to withstand the stresses of transport, including lashing and securement, or to apprise Carrier in advance, including technical drawings, of any special requirements in lifting, handling, blocking, securing, or covering of cargo.
11. **TARPS AND SECUREMENT.** Tarps shall not be provided unless requested by Shipper in writing and Carrier agrees to provide tarps in writing. Rates do not include tarps or other covers. When tarps or other types of covering are provided, additional charges will be assessed. Carrier shall not be liable for water damage nor any other damage that could have been prevented by use of tarp or covering, unless Shipper requested the appropriate tarp or covering in writing and Carrier agreed to provide such tarp or covering in writing.
12. Shipper is required to provide all securement instructions in writing. Unless Shipper provides securement instructions, Carrier shall secure cargo as assessed by Carrier's driver, and Shipper's release of the cargo from Shipper's facility/site shall serve as Shipper's approval that the cargo is properly and adequately secured. Carrier shall not be liable for Shipper's failure to provide securement instructions in writing, and Carrier shall not be liable for the manner cargo is secured at Shipper's facility/site. If Shipper is not satisfied with the manner of securement, Shipper shall provide instructions to

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Carrier's driver and confirm those instructions to Carrier immediately via email. After Shipper provides instructions to Carrier's driver, if Shipper is still not satisfied with securement of the cargo, Shipper shall instruct the driver to remain at Shipper's facility/site, and Shipper shall contact Carrier immediately via email to resolve the securement issue.

13. **CRATED OR SEALED SHIPMENTS.** Carrier will not be responsible for packing, sealing, or crating a shipment or securing the goods within the crate. Carrier will not be liable for damages of any kind caused by improper packing, sealing, or crating of shipments by Shipper or another third-party or improper securement of the goods within a crate by Shipper or another third-party. SHIPPER SHALL INDEMNIFY, DEFEND, AND HOLD CARRIER HARMLESS AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ALL COSTS, EXPENSES, AND ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY RELATED TO THE IMPROPER PACKING, SEALING, OR CRATING OF A SHIPMENT BY SHIPPER OR A THIRD-PARTY OR THE IMPROPER SECUREMENT OF THE GOODS WITHIN A CRATE. THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS OBLIGATION SHALL APPLY WHETHER DUE TO THE SOLE OR CONCURRENT FAULT OF SHIPPER OR A THIRD PARTY.
14. **OVERWEIGHT/OVERDIMENSIONAL LOADS.** Shipper shall provide weight and measurement for all shipments. Advance written notification of overweight/overdimensional shipments is required and final pricing and performance may be based upon governmental approval. Any fines or expenses resulting from overweight/overdimensional shipments, in addition to any permit fees, will be included in the invoice and charges to be paid to Carrier. Unless otherwise stated, the following are not included in estimated charges and if incurred will be charged back to Customer at cost plus 15%: Engineering analysis, shoring, or matting of bridges, culverts, or other structures; Sign, signal, or other obstruction raising or removal on haul corridor; Utility company assistance for haul corridor preparation work, and raising or opening of lines; Traffic Control or Flag Person; Engineering reports; Bucket trucks; Cribbing/Saddles/Specialized material for securement. IF FOR ANY REASON, THE DIMENSIONS PROVIDED BY SHIPPER ARE INCORRECT, CUSTOMER WILL BE BILLED FOR ANY ADDITIONAL FREIGHT CHARGES INCLUDING BUT NOT LIMITED TO DRAY, WEIGHT, DIMS AND ALL ACCESSORIAL CHARGES. Shipper shall at all times have sole responsibility to ensure shipments comply with the terms of the International Convention for the Safety of Life at Sea ("SOLAS"), as applicable.
15. **SITE CONDITIONS.** Suitable access and ground conditions on access roads into site, or on the site itself and all work areas are to be provided by the Shipper and/or Consignee at no cost to Carrier. Shipper and/or Consignee shall provide stable ground for delivery and will advise Carrier driver if any area of the receiving facility is not suitable for drop and delivery. In no event shall Carrier be liable or responsible for a loss or damage resulting from failure of the Shipper and/or Consignee to comply with the obligations of this section. Any damages incurred to property or equipment (including Carrier equipment) as a result of the foregoing will be billing accordingly.
16. **CARGO CLAIMS.** Claims for loss, damage, or delay to cargo shall be filed according to 49 C.F.R. 370, 49 U.S.C. §14706, and Carrier's Bill of Lading. All cargo claims are waived if not filed in writing within 9 months from the date of delivery or a reasonable time at which delivery should have been accomplished. Written notice of any latent damage to cargo shall be provided to Carrier immediately, and not later than 3 days after delivery. Written notice of latent damage shall be provided to Carrier upon discovery, and, in any event, not later than 15 days after delivery. Any suit to recover loss or damage to cargo must be filed no later than two years and one day after the claim is denied. All other claims must be brought within two years from the date the claim accrues. ALL CLAIMS FOR WHICH PROPER AND TIMELY NOTICE ARE NOT GIVEN ARE DEEMED AUTOMATICALLY WAIVED.
17. **DISPOSITION OF CONTESTED CARGO CLAIMS.** Unless the parties agree to voluntary alternative dispute resolution, disputed claims will be subject to 49 U.S.C. §14706 (the Carmack Amendment) subject to any applicable released evaluation. Claimant waives any right to set-off or offset of contested and unliquidated cargo claims against freight charges otherwise due to Carrier as a precondition of service. Claimants agree to forfeiture of any contested claim asserted by it as a set-off after notice and demand for freight charges.
18. **SALVAGE.** If goods are rejected, including overage, Carrier shall have the right to sell or dispose such goods. This also applies to property transported by Carrier which is damaged or alleged to be damaged and is, as a consequence, not delivered or is rejected or refused upon tender to the owner, Consignee, or person entitled to receive such property. In any event, salvage value of the cargo shall be deducted from claims for loss or damage to cargo.
19. **PAYMENT OF CHARGES & COLLECTION.** Payment will be due within 30 days of invoice. If charges are to be paid by a party other than the Shipper or Consignee and such third party fails to pay the charges within 30 days of invoice, the Shipper and Consignee shall be liable for the charges. Nonrecourse provisions, prepaid designations, collect designations, and related terms on bills of lading shall not be given effect; Carrier shall be entitled, at all times, to seek payment from the Shipper, Consignee, and customer. Amounts not received within 30 days of invoice date are subject to 1.5% interest per month or the maximum amount allowed by law, whichever is less, beginning on the 31st day after payment was due. In the event Carrier deems it necessary to retain the services of legal counsel to collect any outstanding indebtedness, Shipper or Consignee shall pay all attorneys' fees, collection service fees, court filing fees and related expenses to collect such outstanding debt.
20. **PAYMENT WITHOUT OFFSET.** Shipper, consignor and/or Consignee shall pay all charges when due without offset for any cause. All claims for loss or damage shall be governed by these terms and conditions and neither Shipper, consignor nor Consignee shall deprive Carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due. If Shipper or its agents "short pay" freight charges or deduct charges from freight bills without Carrier's authorization to do so in writing, prior to the deduction, Shipper and its agents waive their right to any contested cargo claim that is offset against freight charges.
21. **INTERMODAL SHIPMENTS.** Carrier is a signatory to the Uniform Intermodal Interchange Agreement (UIIA). All trailer use and per diem charges incurred will be assessed to Shipper and include an additional administration fee. Carrier is not responsible for trailer use, per diem, claims, theft, or loss of/for equipment dropped at Shipper's facilities.
22. **CHARGES.** Carrier may advance for collection from Shipper, owner or Consignee, any lawful charges that may be associated with the transportation of the freight. Such charges will be paid by the Carrier and billed to the Shipper or Consignee at actual cost plus a handling fee. Unless otherwise specified, charges related to dockage, wharfage, and terminal charges are the responsibility of the Shipper/Consignee. Contingent upon the cost of fuel current at time of shipment, pricing may be adjusted accordingly by a fuel surcharge.

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23. **ATTEMPTED PICKUP & DELIVERY.** When Carrier is requested to dispatch a vehicle to a point designated by the Shipper, and such vehicle is furnished but not used, an attempted pickup charge and fuel surcharge will be assessed. If a shipment is rejected wholly or in part by Consignee, Shipper shall be responsible for all freight charges as though the shipment had been accepted by Consignee. In addition, the rejected shipment will be returned to the point of origin or other location designated by Shipper, and Shipper shall be responsible for freight charges for return transportation, in addition to any resulting storage charges or other expenses arising out of such rejection..
24. **RECONSIGNMENT, DIVERSION, and DETENTION.** Shipments re-consigned or diverted while in transit may be subject to additional charges in accordance with Carrier's rates and/or rate sheets. Unless otherwise indicated, Carrier provides for two hours free time for loading and two hours free time for unloading. Detention charges will accrue after this free time has expired and will be invoiced at an hourly rate. If Carrier reports to site and due to conditions beyond Carrier's control, cannot proceed with its work, Shipper will be charged a full workday.
25. **SHIPPER'S DUTY TO FURNISH INFORMATION.**
- On an import, at a reasonable time prior to entry of the goods to U.S. Customs, Shipper shall furnish to Carrier invoices in proper form together with other documents necessary or useful in the preparation of the U.S. Customs entry, and such further information as may be sufficient to establish the dutiable value, classification and admissibility of the goods pursuant to U.S. law, or regulation or ruling. If Shipper fails to timely furnish all of such information or documents, as may be required to complete U.S. Customs entry, delays may occur. Where a bond is required by U.S. Customs to be given for the production of any document or the performance of any act, Shipper shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by Carrier as Principal, it being understood that Carrier entered into such undertaking at the request and on behalf of Shipper and Shipper shall INDEMNIFY AND DEFEND CARRIER FOR THE CONSEQUENCES OF ANY BREACH OF THE TERMS OF THE BOND.
 - On an export, at a reasonable time prior to the exportation of the shipment, Shipper shall furnish to Carrier the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the U.S. and the country of destination of the goods.
 - On an export or import, Carrier will not in any way be liable for increased duty, penalty, fine, or expense unless caused by the gross negligence or other fault of Carrier, in which event its liability to Shipper will be limited in accordance with, and as further described in Carrier's Terms and Conditions in effect on the date of service. Shipper shall be bound by and warrant the accuracy of all invoices, documents and information furnished to Carrier by Shipper or its agent for export, entry or other purposes and shipper agrees to INDEMNIFY AND DEFEND CARRIER AGAINST ANY INCREASED DUTY, PENALTY, LIQUIDATED DAMAGE, FINE OR EXPENSE, INCLUDING ATTORNEY'S FEES, RESULTING FROM ANY ACT, INACCURACY OR OMISSION OR ANY FAILURE TO MAKE TIMELY PRESENTATION, EVEN IF NOT DUE TO ANY NEGLIGENCE OR FAULT OF SHIPPER.
 - The following notice is required to be given pursuant to 19 CFR part 111.29(b)(1): If you are the importer of record, payment to the broker will not relieve you of liability for Customs charges (duties, taxes, or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to "U.S. Customs Service" which shall be delivered to Customs by the broker.

All customs penalties, storage charges, or related expenses incurred as a result of an action by a governmental agency, or failure by the Shipper, Consignee or consignor to provide proper documentation or to obtain a required license or permit will be borne by Shipper and Shipper shall DEFEND AND INDEMNIFY CARRIER FOR SUCH PENALTIES, STORAGE CHARGES, AND RELATED EXPENSES.

26. **LIEN FOR FREIGHT CHARGES.** Shipper hereby grants Carrier a lien on the goods tendered to Carrier by Shipper or consignor (including proceeds of such goods tendered to the Carrier), which shall survive delivery, to secure payment of all charges owed by Shipper to Carrier, including, but not limited to, freight, demurrage, detention, damages, loss, charges, expenses, collection costs, and any other sums (including costs, customs fees, attorney fees, and other fees for recovery of the sums) chargeable to Carrier or Shipper in connection with such goods or the transportation of such goods, regardless of whether the charges relate to goods that are presently in the possession of Carrier or goods that are not presently in the possession of Carrier, including both prior and subsequent shipments. Carrier shall have the right to sell the goods by public auction or private sale in order to enforce the lien, upon giving the notice required by the Texas UCC then in effect at the time. If on sale of the goods, the proceeds are insufficient to cover the amount owed, Carrier shall be entitled to recover the balance from Shipper. Shipper agrees that any sale by Carrier shall be commercially reasonable, and Shipper waives all claims that a sale of goods is not commercially reasonable. Shipper further agrees to execute any other document necessary for Carrier to perfect its lien.

27. LIMITATION OF CARRIER LIABILITY.

- CARRIER WILL NOT BE LIABLE TO THE OWNER OF PROPERTY FOR LOSS OR DELAY CAUSED BY** (1) an act of default of the Shipper, owner or Consignee; (2) an Act of God, the public enemy, authority of law, quarantine, embargo, riot, strike, perils of navigation, or hazard and danger incident to a state of war; (3) any act of any third party motor carrier; (4) any act of any affiliated or unaffiliated freight broker; (5) natural shrinkage; (6) hidden or concealed damage; or (7) inadvertent damage to property or cargo at origin, during transit, or destination due to the activities, dimensions, or other characteristics of the transportation equipment, cargo, or uncontrollable environment. Carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport a shipment with reasonable dispatch, as that term is defined at common law.
- Notwithstanding any other provision in these terms and conditions, in no event shall carrier's liability for cargo loss or damage exceed the lesser of those set out in this rule tariff or the maximum set forth in any through bill of lading or otherwise agreed to between the shipper (or beneficial owner) and the party which retains carrier's services.
- RELEASE VALUE.** Carrier's rates are based on a limited liability for loss or damage to cargo. All shipments are released to a maximum value and maximum liability of \$1,000,000 per shipment subject to Carrier's insurance coverage including any applicable exclusions. In no event shall liability be greater than the actual value of lost or damaged articles less salvage. Carrier shall not be liable for loss or damage to cargo in excess of such

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Release Value unless (1) Shipper submits a written request for a higher Release Value, (2) pays an additional charge based on the increased Release Value, and (3) obtains written confirmation of the higher Release Value from an Officer of the Carrier. **DRIVERS ARE NOT AUTHORIZED TO AGREE TO HIGHER RELEASE VALUE.** Shipper may obtain rates for shipments with a higher release value than those indicated above by calling Carrier.

- d. **INADVERTENCE CLAUSE.** If a Shipper declares a value exceeding \$1,000,000 per truckload, without obtaining written approval from Carrier, the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a maximum value of \$1,000,000 per shipment, and the shipment will move subject to such limitation of liability.
 - e. **SPECIAL AND CONSEQUENTIAL DAMAGES.** CARRIER WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, OR BUSINESS OPPORTUNITY, ATTORNEY FEES OR PUNITIVE AND EXEMPLARY DAMAGES) INCURRED OR SUFFERED BY THE SHIPPER AS A RESULT OF SHORTAGE, DAMAGE OR DELAY, EVEN IF CARRIER IS NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CARRIER WILL NOT BE LIABLE FOR PENALTIES OR CHARGES CLAIMED BY SHIPPER, SHIPPER'S CUSTOMER, OTHER PARTIES SHIPPER HAS CONTRACTED WITH, OR THIRD PARTIES.
 - f. **MEXICAN SHIPMENTS.** Carrier assumes no liability for cargo loss, shortage, or damage to shipments while in the United Mexican States ("Mexico"). Shippers are advised that liability for cargo loss in Mexico differs from U.S. law (49 U.S.C. 14706) and the special arrangements with the Mexican carrier participating in any trans-border movement is not the Carrier's responsibility. Clear bills of lading showing safe and damage-free delivery between the U.S./Mexican borders at the pickup or delivery points in the U.S. will be evidence of Carrier's proper discharge of its cargo responsibility. In the event it is determined that Carrier is liable for loss, damage or delay occurring in Mexico, Carrier's maximum liability will be the rate affixed under the laws of Mexico for domestic shipments within that country.
28. **NO RESPONSIBILITY FOR GOVERNMENTAL REQUIREMENTS.** It is Shipper's responsibility to know and comply with all the classification, valuation, marking and other Custom's requirements, laws, regulations and ruling enforced by the U.S. and any country having jurisdiction over a shipment, the laws and regulations of any applicable governmental agency, including but not limited to the U.S. Food and Drug Administration, and all other requirements, laws and regulations of any applicable country or governmental agency. Carrier will not be responsible for action taken or fines, liquidated damages or penalties assessed by any governmental agency against the shipment because of the failure of Shipper to comply with any such laws, rulings, requirements or regulations of any country or governmental agency or with notification issued to Shipper by any such agency.
 29. **FORCE MAJEURE.** Carrier will not be liable for failure to perform any obligation resulting from circumstances beyond its control, including but not limited to any mechanical breakdown, act of God, riot, war, terrorist act, civil disturbance, fire, explosion, flood, strike, lock-out, labor disturbance, or any other cause outside of the reasonable control of Carrier.
 30. **THIRD PARTY BILLING & FREIGHT CHARGE LIABILITY.** Carrier does not employ property brokers or other intermediaries as its agents for the collection of freight charges. A shipment in which charges are to be paid by a party other than the Shipper, consignor or Consignee will be accepted provided recourse to the Shipper, consignor, and consignee is preserved, regardless of any other representation on the Bill of Lading or other shipping document (including, but not limited to, Section 7 and/or prepaid designations). The Shipper, consignor and Consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations.
 31. **VENUE / JURISDICTION.** This agreement shall be construed to have been entered in Harris County, Texas and performable in Harris County, Texas. All parties consent to the jurisdiction of Texas and to venue in Harris County, Texas. It is expressly acknowledged and agreed that any suit related to Carrier's services or these terms and conditions shall be filed in the appropriate state or federal court in Harris County, Texas.
 32. **ENTIRE AGREEMENT.** These terms and conditions and Carrier's Bill of Lading constitute the entire contract between Carrier and Shipper, and only an Officer of Carrier has authority to alter, modify or waive any provision herein, excepting that the rate stated may be modified by Carrier to conform to the services Carrier provides.
 33. **SEVERABILITY.** If any provision, or element of a provision, of these Terms and Conditions are deemed invalid for any reason whatsoever, the Terms and Conditions shall be void only as to such provision or element thereof, and these Terms and Conditions and other remaining provisions and enforceable elements within the severed provision of these Terms and Conditions shall remain otherwise binding between the parties. Any provision voided by operation of the foregoing shall be replaced with provisions which shall be as close as the parties' original intent as permitted under applicable law.
 34. **WAIVER.** To the extent that terms and conditions herein are inconsistent with the Carmack Amendment, 49 U.S.C. 14706 or Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the parties expressly waive such rights and remedies that they may have under such laws.