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IF A PIECE HAS BEEN PACKED OR PARTIALLY PACKED BY ANYONE OTHER THAN AN ARMADILLO SANTA FE, LTD. CO. EMPLOYEE, ARMADILLO SANTA FE, LTD. CO. WILL NOT BE LIABLE FOR ANY DAMAGES THAT MAY INCUR.

**By Use Of This SHIPPING ORDER FORM The Client Approves The Above Statements And The Limits Of Liability As Stated On The Reverse Of This Form.**

CLIENT SIGNATURE:

All Above Artworks released in good condition except where noted.

Client: \_\_\_\_\_

Armadillo: \_\_\_\_\_

Date Piece(s) Picked Up: \_\_\_\_\_ Date Piece(s) Shipped: \_\_\_\_\_

Armadillo Santa Fe, Ltd. Co.

## Shipping Order Form

Client: \_\_\_\_\_

Special Shipping Instructions: \_\_\_\_\_

**BILL TO:**

**SHIP TO:**

residence

business

Phone: \_\_\_\_\_  
 Credit Card # \_\_\_\_\_ Exp \_\_\_\_\_ / \_\_\_\_\_

Phone: \_\_\_\_\_

Number of Pieces: \_\_\_\_\_

Description: \_\_\_\_\_

Dimensions: \_\_\_\_\_

Artist(s): \_\_\_\_\_

Title(s): \_\_\_\_\_

Retail Value:

Insurance Value:

Initial here for no Insurance: \_\_\_\_\_

FOR ARMADILLO SANTA FE, LTD. CO. USE ONLY

SHIPPER	WEIGHT	LENGTH	HEIGHT	WIDTH
Est. Date of Arrival		Tracking Numbers:		

**Box** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Ins.** \_\_\_\_\_

**Ship** \_\_\_\_\_

**Your Obligations.** You warrant that each article in the shipment is properly described on this Shipping Order acceptable for transport by us, and properly marked and addressed (including postal code). You are responsible for all charges and possible surcharges, customs duties and assessments including fees related to our prepayment of the same, governmental penalties and fines, taxes, and our lawyers' fees and legal costs, related to this shipment.

**Declared Value and Limits of Liability**

A. The declared value of any shipment represents our maximum liability for any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information. Exposure to and risk of any loss in excess of the declared value is either assumed by you or transferred to you to an insurance carrier through the purchase of an insurance policy. You should contact an insurance agent or broker if you desire insurance coverage. We Do Not Provide Insurance Coverage Of Any Kind.

B. Except as provided in paragraph (F) below, our liability with regard to any package is limited to the sum of \$100 unless a higher value is declared on the Shipping Order for the package at time of tender, and a greater charge paid as provided in paragraph (C) below.

C. A \$2.50 minimum charge will be assessed for all shipments exceeding \$100 in declared value. For shipments exceeding \$500 in declared value, an additional \$1.00 will be charged for each \$100 (or fraction thereof) of declared value. Declared value must be entered in whole dollar amounts.

D. Except as provided in paragraphs (F), (G) and (H) below, the maximum declared value per package in any Armadillo Santa Fe, Ltd. Co. shipment is \$100,000. If no value is declared, the declared value and our liability will be limited to the actual value or \$100, whichever is less.

F. Packages containing following items of extraordinary value are limited to a maximum declared value of \$500:

1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited edition prints, fine art, statuary, sculpture, collectors' items, photographic negatives, photographic chromes, photographic slides, and any other commodity that by its inherent nature is particularly susceptible to damage, or the market value of which is particularly variable or difficult to ascertain.

2. Antiques, any commodity which exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, glassware, collectors' items such as sports cards, souvenirs and memorabilia.

Any Effort To Declare A Value In Excess Of The Maximums Allowed In This Shipping Order Is Null And Void And The Acceptance For Carriage Of Any Shipment Bearing A Declared Value In Excess Of The Allowed Maximums Does Not Constitute A Waiver Of Any Provision Of This Shipping Order As To Such Shipment. Even If A Higher Value Is Declared, Our Liability For Loss, Damage Or Delay Will Not Exceed A Shipment's Repair Cost, Its Depreciated Value, Or Its Replacement Cost, Whichever Is Less.

**Liabilities Not Assumed.** SUBJECT TO THE SERVICE CONDITIONS CONTAINED IN THIS SHIPPING ORDER, WE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OR \$100 (OR \$500 WHERE APPLICABLE), WHICHEVER IS GREATER, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS.

We will not be liable for your acts or omissions, including but not limited to incorrect declaration of cargo; improper or insufficient packing, securing, marking, or addressing of the shipment; or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with shipments of cash, currency, or other prohibited items.

We will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with your shipment caused by events we cannot control, including but not limited to acts of God, acts of terrorism, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

**No Warranties.** We make no warranties, express or implied.

**Claim for Loss, Damage, or Delay.** ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. The right to damages against us shall be extinguished unless Armadillo Santa Fe, Ltd. Co. is notified within 10 days from the date of delivery of the shipment or from the date on which the shipment should have been delivered. Within forty-five (45) days after notification to us of the claim, it must be documented by sending to us all relevant information about it. We are not obligated to act on any claim until all transportation charges have been paid; the claim amount may not be deducted from those charges.

If the recipient accepts the shipment without noting any damage on the delivery record, we will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping cartons, and packing must be available to us for inspection.

**Responsibility for Payment.** Even if you give us different payment instructions, you will always be primarily responsible for all charges, including transportation charges and possible surcharges, including fees related to our pre-payment of the same, governmental penalties and fines, taxes, and our lawyers' fees and legal costs, related to this shipment. You also will be responsible for any costs we may incur in returning your shipment to you or warehousing it pending disposition.

**Letter of Instruction.** If you do not complete all the documents required for carriage or if the documents you submit are not appropriate for the services or destination requested, you hereby instruct us, where permitted by law, to complete, correct, or replace the documents for you, or for the consignee, at your expense. However, we are not obligated to do so. If a substitute form of a Shipping Order is needed to complete delivery of your shipment and we complete that document, the terms of this Shipping Order will continue to govern. We are not liable to you or any other person for our actions on your behalf under this provision.

**Items Not Acceptable for Transportation.** We do not accept transportation of money (including but not limited to coins or negotiable instruments equivalent to cash such as endorsed stocks and bonds). WE EXCLUDE ALL LIABILITY FOR SHIPMENTS OF SUCH ITEMS ACCEPTED BY MISTAKE. Other items may be accepted for carriage only to limited destinations or under restricted conditions. We reserve the right to reject packages based upon these limitations or for reasons of safety or security.

The invalidity or unenforceability of any provision shall not affect any other provision contained or referred to in this Shipping Order.