In this Contract, “Freeman” means Freeman Decorating Services, Inc., and its respective agents, employees, officers, directors, affiliates, agents, and affiliated entities, including any contractors appointed by Freeman. The term “Shipper” means the person or business whom the Property is delivered to or for whom the Property is delivered. Freeman reserves the right to improve packaging at shipper’s expense.

Freeman is responsible for the satisfactory performance of only those services which it directly provides under this Contract.

Freeman shall not be responsible for non-delivery, missed pickup, and loss or damage unless caused by Freeman’s sole fault or negligence, direct damages, indirect damages, damages for failure of performance, breach of contract damages, fraud damages, or any other sort of tort or breach of contract. This limitation shall bind the parties:

(a) whenever or wherever the claimed loss or damage may occur;
(b) even though the alleged loss or damage is claimed to result from negligence, strict liability, products liability, breach of contract, breach of statute or regulation, or any other legal theory or cause.

Freeman warrants the accuracy of the weight and dimension data furnished in this Contract.

Shipper agrees that this Contract may be provided to any third party, including common or contract carriers, for any purpose, including as evidence of the terms of this Contract. Shipper understands that even if Shipper is not able to participate or fully participate in a binding arbitration, Freeman and Shipper each agree that this Contract shall govern their respective rights and duties, and that any claim for loss or damage must be delivered to the following address:

Freeman REV 07/17