

RULE	GENERAL RULES AND REGULATIONS
45 (new)	<p>LIMITATION OF LIABILITY ON PRESS BOARD, PARTICLE BOARD, AND/OR ENGINEERED WOOD "READY TO ASSEMBLE" FURNITURE</p> <p>DEFINITION: "Ready to assemble furniture" shall be defined as meaning articles constructed of press board, particle board and/or engineered wood, which are shipped from place of manufacture in a knocked down "KD" or knocked down flat "KDF" condition to be assembled post-factory by a store, reseller, or end user.</p> <p>Ready to assemble furniture is not built to withstand the normal stresses of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, unrepairable damage. The shipper, owner, or consignee should choose one of the following options when shipping furniture constructed of these materials. Documentation of this choice on a specific addendum to the Bill of Lading shall include an "X" in the box next to the option choice and the shipper, owner, or consignee's signature. If the shipper, owner, or consignee fails to indicate a specific option on the addendum form, then Option 3 will automatically apply.</p> <p>OPTION 1: Shipper, owner, or consignee may disassemble press board, particle board and/or engineered wood furniture prior to move. Shipper, owner, or consignee assumes all responsibility for damage to the press board, particle board and/or engineered wood furniture which may occur during the disassembly of the furniture.</p> <p>OPTION 2: Shipper, owner, or consignee may engage the services of another individual or company to disassemble press board, particle board and/or engineered wood furniture prior to move. Shipper, owner, or consignee assumes all responsibility for damage to the press board, particle board and/or engineered wood furniture which may occur during the disassembly of the furniture.</p> <p>OPTION 3: If shipper, owner, or consignee fails to avail themselves of Options 1 or 2 as set forth above, and press board, particle wood and/or engineered wood furniture is tendered to the carrier fully assembled, any claim for damage to the press board, particle wood and/or engineered wood furniture may be denied to inherent vice, based upon the fact that fully assembled press board, particle wood and/or engineered wood furniture is inherently susceptible to damage as outlined above.</p>

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