

D. SHIPPING AND DELIVERY	The customer's carrier will be used for shipment when so designated; otherwise Kisabeth shall exercise its best judgment in selecting a carrier. The completion and shipment dates of the merchandise are dependent on the fabric schedule date by Kisabeth of COM for the merchandise. Unless otherwise advised in writing, Kisabeth will have the merchandise delivered to the customer's ship-to address appearing on the face of the order acknowledgement. All shipments FOB Fort Worth.
D1. TRANSIT DAMAGE	Kisabeth responsibility for transit damage ceases when it delivers the merchandise to the carrier. The carrier is responsible for loss or damage upon acceptance of merchandise from Kisabeth. Damages or shortages must be reported to the carrier in writing no later than ten days (for most carriers) from delivery. The customer should also report "concealed damage" to the carrier as soon as possible.
D2. PARTIAL SHIPMENTS	Kisabeth reserves the right to make partial shipments. Partial shipments will be billed when they are shipped. Kisabeth is not liable for any delay or failure to deliver or perform due to strikes, lock outs, or other labor difficulties, accidents, fires, acts of God, or other causes of a like or unlike nature beyond its control. In the event Kisabeth claims excuse for nonperformance under this paragraph, timely notice shall be given to the customer.
E. STORAGE	If payment is not made in thirty days from the invoice date, Kisabeth reserves the right to transfer the merchandise to storage and charge the cost of the same to the customer's account. All stored merchandise will be subject to a storage charge of 3% of the net order price per month. The customer bears the risk of loss or damage during any transfer and/or storage