

## Terms and Conditions

The Carrier publishes tariffs which set forth the terms, conditions and prices for the transportation services it provides. The applicable tariff provisions are incorporated herein by reference and are available for inspection at the offices of the carrier or, on request, Carrier will furnish a copy of any tariff provision containing carrier's rates, rules or charges governing the shipment. The Carrier's currently effective applicable tariffs, all inventories prepared in conjunction with this Bill of Lading, any applicable National Account Agreements and the Estimated Costs of Services prepared in advance of the shipment are hereby incorporated by reference. We are guided by Professional Movers Interstate Moving Tariff M O X 2008.

This contract is subject to, but not limited to, the following terms and conditions:

### 1. Carrier's Liability for Loss, Damage or Delay.

The Carrier shall be liable for physical loss, damage or delay to any articles from external cause while being carried or held in storage-in-transit except loss, damage or delay caused by or resulting from:

- (a) An act, omission or order of Shipper;
- (b) Defect or inherent vice of the article, including damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) Consequential and/or special damages including, but not limited to, loss of sales or business;
- (d) Any (i) hostile or warlike action in time of peace or war; (ii) insurrection, rebellion, revolution or civil war; (iii) seizure or destruction under quarantine or customs regulations; (iv) confiscation by order of any governmental authority or risks or contraband or (v) risks of contraband or illegal transportation or trade;
- (e) Terrorist activity;
- (f) Delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to Shipper or Consignee of potential risk of loss or damage to the shipment from such causes is instructed by Shipper to proceed with such transportation and delivery, notwithstanding such risks;
- (g) Acts of God;
- (h) inadequate description or lack of specific handling requirements on quote form.

SUBJECT to the further following limitation, the Carrier's maximum liability shall be:

- (a) The lump sum value, if any, declared by Shipper on the Bill of Lading, subject to deductible chosen; or

- (b) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the Shipper has released the shipment to Carrier, in writing, with liability limited to sixty (60)cents per pound article; or
- (c) The actual (depreciated) value of the lost or damaged articles, if carrier fails to obtain a Shipper's valuation declaration on the Estimated Costs of Services or on the face of this document.

### 2. Claims Procedure and Limitation.

In order for a claim to be considered, Carrier must be advised in writing of any concealed damage within three (3) days after delivery. The Carrier's liability for loss or damage to any items shipped as part of a pair or set shall be limited to the repair or replacement of the item. Unless packaging shows visible signs of mishandling, no claim will be paid on a pre-packed box.

As a condition precedent to suit, claims must be filed in writing with the Carrier within nine (9) months of delivery of the property or in the case of failure to make delivery, then within nine (9) months after reasonable time for delivery has elapsed. Lawsuits shall be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof specified in the notice. Where claims are not filed or suites are not instituted thereon in accordance with the foregoing provision, Carrier shall not be liable and such claims will not be paid. Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by Carrier.

No claim for loss, damage or delay to a shipment will be processed by the Carrier until all transportation charges thereon have been paid. The amount of the claims cannot be deducted from the total due and payable transportation charges. If a shipment has multiple items and valuation, where each item is not given a specific value, then the item will be given a value based upon the valuation divided by total

number of items shipped.

Our liability will be the lesser of the verifiable replacement cost or the valuation as outlined.

### 3. Transportation Charges

The shipper's and/or Consignee's liability to the Carrier shall include the following:

The shipper (individual or commercial) upon tender of the shipment to Carrier, and the Consignee upon acceptance of delivery of shipment from Carrier, shall be liable, jointly and severally for all unpaid charges payable on account of the shipment in accordance with the applicable tariffs including but not limited to, sums advanced or disbursed by the Carrier on account of such shipment. The extension of credit to either Shipper or Consignee for such unpaid charges, shall not thereby discharge the obligation of the other party to pay such charges in event the party to whom credit has been extended shall fail to pay such charges. The joint or several liability of the Shipper and Consignee as set forth in this section is absolute, and no prior or subsequent course of dealing among the Shipper, Carrier and/or Consignee (including, but not limited to, the course of dealing pertaining to billing and collection of shipping charges), shall be construed as limiting, impairing, waiving or discharging such joint and several liability. Further, any writing on the bill of lading indicating that the transportation charge has been or will be paid by the Shipper such as a "prepaid" notation does not discharge the joint or several liability of the Shipper and Consignee when the transportation charges are not, in fact, paid and regardless of whether the Consignee has paid the transportation charge to Shipper. A 10% fee will be charged on all open monies owed after 45 days of non-payment.

### 4. Carrier's Rights-inability to Deliver/Transit Time.

If for any reason other than the fault of Carrier, delivery cannot be made at address shown on the face hereof or at any changed address of which Carrier has been notified, Carrier, at its option, may cause articles contained in shipment to be stored in warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff, contract and other lawful charges. The Carrier does not guarantee or undertake delivery of the goods within any particular time period.

Storage Charges will begin on the 31st day after pick up and will be billed to the Consignee.

### 5. Carrier's Rights-Refusal of Delivery or Failure to Pay Charges.

If shipment is refused by Consignee at destination, or if Shipper, Consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to Shipper and Consignee at post office address shown in face hereof, or if Shipper fails or refuses to pay lawfully applicable charges in accordance with Carrier's applicable tariff, Carrier may sell the property at its option either (a) upon notice in the manner authorized by law; or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by Carrier, Thirty (30) days notice of which sale shall have been given in writing to Shipper and Consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold a public or private sale without such notices, if, in the opinion of Carrier, such action is necessary to prevent deterioration or further deterioration.