

Terms and Conditions for Terminal to Terminal Shipments

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 pick up. 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 upon tender of the shipment (personal belongings) to Carrier will pay all charges at the time of drop-off.

Transportation Charges are as follows:

\$259.00 for shipping up to 30 cubic ft. from New York terminal to Florida terminal.

\$299.00 for shipping up to 30 cubic ft. from New York terminal or Florida terminal to California terminal.

Weight must be under 210 lbs. Cartons, packing and crating additional. A \$30 Non-Refundable Processing Fee will be charged to each order.

For any Cargo over 210 lbs, a charge of \$10 per cubic ft. will be accessed.

Cartons, packing material and /or crating is subject to 'size' and 'weight' of the cargo (personal belongings).

4. Transit Time and Storage.

Delivery of shipment will be made to the terminal between 7-14 days. Carrier will call or notify Consignee within 3 days for pick-up. Storage Charges will begin on the 11th day after goods arrive at destination, if not claimed by the 10th day. The fee is \$5 per day. If Goods are not claimed in 90 days, they will be destroyed.