

1. GENERAL RESERVATION

The Company reserves the right to refuse any order for storage, packing, transportation or moving of goods.

2. PAYMENT OF ACCOUNTS

- a. Charges for services, plus all amounts outstanding in the account with shipper and/or consignee shall be paid prior to unloading the goods at the final destination, unless credit arrangements have been made.
- b. Storage charges are payable monthly in advance.
- c. Invoices are payable on receipt. A service charge of 24% per annum from the date the charge was incurred will be applied to any balance not paid within 30 days.
- d. Any payment returned Non-Sufficient Funds (NSF) will be subject to a \$40.00 administration charge.

3. EXTRA CHARGES

- a. The current rate per hour per man and per vehicle shall be charged for waiting time and delays at points of departure, loading, unloading, or packing, caused by the customer or his agent or the owner or occupier of the premises from or into which the goods are to be removed, packed or stored.
- b. If goods are too large to be moved in or out of premises via stairway or by elevator, and extra equipment is needed to fulfill the assignment, an extra charge shall be levied for the use of such equipment.
- c. Quotations for removals do not include disconnection, preparation, reconnection or reassembly of gas, electric or other fixtures and appliances, nor taking up or installation of any floor covering, the hanging or removing of pictures, mirrors, drapes or curtain rods and the like.

4. STORAGE SERVICES

If it should be necessary to store the goods being shipped for reasons beyond the control and without the default of the Company, then the terms of storage shall be in accordance with the Company's Warehouse Receipt, a copy of which is available on request, and the charges shall be in accordance with its usual storage charges.

5. LIMITATION OF RESPONSIBILITY

- a. Goods acknowledged received in good order by other transportation enterprises shall relieve the Company of any liability for goods found to be lost or damaged upon arrival at their final destination or at some other point after delivery by the Company.
- b. When goods are delivered and no authorized person is present to sign for receipt, or receipts are refused, such delivery is made at the owner's risk and expense.
- c. The Company shall not be responsible for the execution of oral instructions, until they are confirmed in writing.
- d. Transportation rates quoted by the Company are frequently obtained by phone and are, therefore, furnished to our customers without guaranteeing their accuracy. Rail, air, road and vessel transportation charges will be invoiced for in accordance with carrier's charges.
- e. All dates for arrival are estimates only, and under no circumstances shall the Company be liable for any damages or claims of any nature or kind caused by late delivery of the goods or delay.
- f. The Company shall not be held responsible for the quality of work done by independent contractors nor for any damage caused by the same, even if their services were obtained by or through it, or its agent.
- g. The Company shall not be liable for any damage to the goods due to change of volume, colour or shape caused by natural occurrences including, without limiting the generality of the foregoing, warping, fading, rusting, evaporation, condensation, shrinking and expanding, nor shall it be liable for normal wear and tear.
- h. The Company shall not be liable for any damage, caused by acts of God, fire, riots, strikes, acts of war, accidents, or any other cause beyond its control and without its default.
- i. The Company does not accept any responsibility for the condition of food stuffs, plants, pets, birds in cages, or any perishable goods. Absolutely no responsibility accepted for damage occasioned through the storing of food stuffs with household goods.
- j. The Company is not responsible for any silverware, jewelry, coins, stamps, valuable documents, or any other valuables whatsoever, unless a specified list, stating their estimated value, is supplied at the time and sufficient value coverage is requested to be provided by the Company.
- k. The Company is not responsible for the contents of drawers, cabinets, boxes, and any other containers, unless contents are packed and unpacked by its employees or agents.

l. Clocks, barometers, electric refrigerators, television sets, automatic washers and dryers, deepfreeze units, victrolas, radios and other delicate instruments will be handled with every care, but as they frequently require adjustments after removal, the Company will not be liable with respect to damage thereto or repair thereof, whether packed or unpacked by its employees.

m. The Company shall not be liable for any economic or consequential damages or losses as a result of the damage or loss of any goods.

6. CLAIMS FOR DAMAGE OR LOSS

- a. If any goods in the Company's custody as carriers or warehousemen, are lost or damaged due to fault or neglect of its personnel or agents, its liability is limited to the value of these goods, to the maximum of \$0.30 per pound (or \$0.66 per Kilogram) per article, unless the shipper has declared in writing in this contract a higher valuation prior to loading and has paid the additional valuation charge. The Company shall not be liable for any economic or consequential damages or losses as a result of the damage or loss of any goods.
- b. All claims for damage or loss shall be conclusively deemed waived by the customer unless:
 - i) notice of claim in writing for loss or damage containing a list of the damaged articles, nature of the damage and the estimated amount of claim with respect to any goods which are the subject of this contract has been submitted at the office of this Company within 30 days of delivery or the day delivery was expected; or

The Company shall conclusively establish the reasonable date of delivery but it shall give notice to the customer of such date at least 30 days prior to the time when the limitation period above-noted expires.

- c. In case of liability the Company has the option of settling a claim by a cash payment, or repairs, or replacement of the damaged article. In case the lost or damaged article is part of a set, the Company's obligation is limited to the damaged article only and has no obligation to pay the value of or to replace the whole set.
- d. If the customer has failed to pay in full the account within 30 days of delivery of the account, then the customer shall be conclusively deemed to have waived any claim of any nature or kind he might have against the Company for lost or damaged goods. The payment of the account within the said 30 day period shall not be deemed a waiver of any such claims. Time shall be of the essence in paragraph 6.

7. CONTAMINATION AND DANGEROUS ARTICLES

- a. The Company reserves the right to refuse to handle any commodity which is infested with insect, vermin or any other contamination (including radioactivity). If the Company finds the goods infested after acceptance for transportation or storage the Company shall, at the customer's expense, fumigate and clean the goods, as well as other goods, vehicles, equipment or building infested as a result of acceptance of the goods and the customer shall be liable for all damage or loss sustained by the Company or any said party.
- b. The customer warrants, that goods accepted by the Company for transportation or storage, do not contain any dangerous articles or substances including, but not limited to, aerosol cans, matches, explosives or any which are likely to cause damage in case of fire, explosion or otherwise.

The customer shall be liable for any loss or damage which the Company or any other party may have sustained as a result.

8. ADDITIONAL DOCUMENTS

Whenever any such document as a bill of lading, warehouse receipt and inventory, insurance certificate, etc., is prepared in addition to this work order, all terms and conditions, listed on this document, are also applicable and valid in case of contradiction or ambiguity the terms and conditions of such other document shall prevail.

9. REPRESENTATIONS AND WARRANTIES

It is agreed that there are no representations, warranties, collateral agreements, or conditions affecting this contract or supported hereby other than may be expressed herein in writing.