

## IMPORTANT NOTICE

Unless it is specifically and clearly indicated in the CONTRACT, the RELIABLE RATE does not include charges for any accessorial services which may be requested and provided or for which rates are provided in a different agreement or published on our website. That means that unless it is specifically and clearly stated, the RELIABLE RATE does not include charges for service including but not limited to appliance servicing, disassembly or reassembly of articles, split pick-up and/or delivery charges, storage-in-transit or storage-in-transit transportation charges from storage to point of destination, or charges resulting from a failure of Customer to accept delivery as arranged, cleaning charges, removal charges, or building deposit charges which may be required by your building management to authorize move-in or move-out service.

## TERMS AND CONDITIONS

1. LIABILITY OF THE COMPANY, CARRIER OR WAREHOUSEMAN IN POSSESSION (HEREINAFTER REFERRED TO AS THE "carrier".)

A. PERILS ASSUMED - The carrier assumes obligation against direct physical damage or loss to the property to be moved, packed, stored, shipped, forwarded, or otherwise handled from any external cause except as hereinafter excluded.

B. The carrier shall be liable only for its failure to use ordinary care and then only in the amount of Customer's declared valuation of the goods. The burden of proving negligence or failure to use the care required by law shall be upon the Customer.

C. VALUATION

(1) The terms "Declared Valuation," "Agreed Value," "Released Valuation" as used in various Tariffs, Laws and Regulations are intended to have the same meaning and are used herein for the purpose of fixing the limit, under all conditions, of the amount that the carrier's liability, for money damages, as rates and charges are based upon such declared and agreed value.

(2) The carrier shall not be liable for more than the lesser of the following amounts:

(a) The actual cash value of the goods at the time of loss, allowing for depreciation and/or obsolescence or

(b) The maximum limit of obligation stated on the bill of lading, contract and/or storage receipt.

(c) The actual costs to repair the damaged goods.

D. All applicable terms and conditions herein shall apply to property of Customers, hereafter added to storage, and also when the property is ordered out of storage or is ordered shipped or moved.

2. CARRIER LIABILITY FOR LOSS OR DAMAGE TO HOUSEHOLD GOODS IS LIMITED AS FOLLOWS AND IS REQUIRED BY ORDER OF NYS law and the US DOT: The liability of the carrier shall be limited by the following exclusions:

A. No liability shall be provided for the condition or flavor of perishable articles.

B. No liability shall be provided on the following items, unless the item is specifically listed on the shipping document by description and value: bills of exchange, bonds, bullion, precious metals, currency, deeds, documents, evidence of debt, credit cards, firearms (see Note 1), money, gems, jewelry, watches, precious stones, pearls, gold, silver, or platinum articles (see Note 2), stock certificates, securities, stamp collections, stamps (postage, revenue, or trading), or letters or packets of letters.

NOTE 1. Includes gold, silver and platinum household articles such as silverware, coffee-service sets, trays, candlesticks, and dishes.

C. No liability shall be provided for loss or damage to articles of extraordinary value except under circumstances where each such article is specifically listed on the carrier's shipping document or inventory of the shipment and specifically designated as an article of extraordinary value and by listing the value thereof, and carrier is afforded the opportunity prior to pickup of the shipment to pack and otherwise provide adequate protection for such article (at carrier's published charges) if the packing by Customer is determined by carrier to be inadequate protection for such article. As used herein, the term "articles of extraordinary value" refers to those articles tendered to a carrier for transportation which because of uniqueness or rarity have a value substantially in excess of the cost of newly manufactured items of substantially the same type and quality apart from such uniqueness or rarity, such as, but not limited to, musical instruments of rare quality or historical significance; original manuscripts, first editions or autograph copies of books, antique furniture, heirlooms, paintings, sculptures, and other works of art; and hobby collections and exhibits.

D. No liability shall be provided for loss or damage caused by or resulting from:

(1) An act, omission, or order of Customer, including damage or breakage resulting from improper packing by Customer.

(2) Insects, moths, vermin, ordinary wear and tear, or gradual deterioration.

(3) Defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or change therein.

E. No liability shall be provided for the mechanical or electrical derangements of pianos, radios, phonographs, clocks, refrigerators, television sets, automatic washers, or other instruments or appliances unless evidenced by external damage to such equipment, or unless said articles or appliances are serviced as provided in subparagraph (1) below. The carrier reserves the right to inspect these articles or appliances to determine whether they are in good working order before accepting them for shipment. Carrier assumes no liability whatsoever for returning, refocusing, or other adjustments of television set unless such services were made necessary due to carrier's negligence.

(1) Upon request of Customer, carrier will, subject to subparagraph (2) below, service such articles as stoves, automatic washers and dryers at origin and destination. Such servicing does not include removal or installation of articles secured to the premises or plumbing, electrical, or carpentry services necessary to disconnect, remove, connect, and install such articles and appliances.

(2) If carrier does not possess the qualified personnel to properly service such articles or appliances, carrier, upon request of Customer or as agent for them, shall engage third persons to perform the servicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished.

(3) Except in instances where prior credit has been arranged, all charges of the third persons must be paid directly by the Customer to said third person.

F. No liability shall be provided by virtue of any loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any person or persons taking part in any such occurrence or disorder.

G. No liability shall be provided for any loss or damage arising out of the breakage of china, glassware, bric-a-brac, or similar articles of a brittle or fragile nature unless packed by the carrier's employees or unless such breakage results from either the negligence of the carrier or from fire, lighting, theft, malicious damage, or by collision or overturning to the conveyance.

H. Liability of carrier and insurer for loss or damage shall be subject to compliance by the Customer with applicable provisions of Item 92 of Maximum Rate Tariff 4 (Claims for Loss or Damage).

3. OWNERSHIP OF GOODS- The Customer represents and warrants that he/she is lawfully possessed of the said property and/or has the authority to authorize the transportation and/or storage of said property in accordance with the terms hereof, Customer agrees to indemnify and hold harmless the carrier in the event it is made a party to any litigation by reason of having said property, or any portion thereof transported and/or stored, and to pay cost of court and attorney's fees incurred in connection therewith. The carrier's lien shall secure all such costs and expenses in addition to its transportation and/or storage charges.

4. BUILDING-FIRE-WATCHMAN - The carrier does not represent or warrant that its buildings are fireproof or that the contents of said buildings including the said property, cannot be destroyed by fire. The carrier shall not be required to maintain a watchman, and its failure to do so shall not constitute negligence.

5. TERMS OF PAYMENT-Invoices for transportation, first month's storage, advances and other charges are due and payable upon completion of transportation or receipt for storage. Thereafter storage bills are payable as agreed in advance. A labor charge will be made for placing the property in storage and removing for delivery or access. Payments must be by cash, check or credit card. A 2% processing charge will be applied to every credit card transaction.

6. GENERAL LIEN FOR CHARGES - The carrier shall have a general lien upon any and all property now or hereafter delivered to or deposited with the carrier by the Customer or the legal possessor of such property for all charges for the performance of services; also for all lawful claims for money advanced, interest, insurance, labor, weighing, wrapping and other charges in relation to such property or any part thereof; also for all charges and

expenses for notice and advertisement of sale and for sale of the property where there has been a default in satisfying the carrier's lien; also for all costs incurred and allowed to be recovered as reasonable expenses under provisions of New York State civil codes and the US DOT in collecting said charges or enforcing its lien, or defending itself in the event that it is made a party to any litigation concerning said property. In the event of sale under this paragraph the carrier may retain out of the proceeds thereof an amount sufficient to pay all unpaid charges, plus interest thereon at the legal rate per month charged monthly will be made together with costs incurred in possession and foreclosure, including attorney's fees.

7. NOTICE AND PROOF OF LOSS OR DAMAGE-The Customer shall as soon as practical, report to the carrier any loss and damage which may become a claim under this agreement and shall also file with the Carrier within nine (9) months from date of loss, sworn proof of loss in accordance with Item 92 of the governing Maximum Rate Tariff 4. 8. ADDITIONAL CONDITIONS - If credit is extended by the carrier by agreeing to bill the employer or other party, and in the event that any or all of the charges are not paid, the owner of the goods and/or beneficiary of the services acknowledges that he/she remains primarily liable for payment.

**NOTICE: PLEASE INSPECT YOUR GOODS PROMPTLY. CLAIMS FOR ANY LOST OR DAMAGED GOODS MUST BE FILED WITH THE CARRIER IN WRITING.**

CUSTOMER REPRESENTS AND WARRANTS THAT THE PROPERTY CONSISTS OF HOUSEHOLD GOODS ONLY AND THAT NO COMBUSTIBLE OR INFLAMMABLE MATERIAL IS INCLUDED.

**THE SUPER MOVERS TAKES CARE TO FOLLOW PARKING LAWS IN NEW YORK CITY. IF HOWEVER, THE TRUCK IS TICKETED, THE CUSTOMER AGREES TO PAY THE PARKING FINE.**

**AGREED \_\_\_\_\_(Initials)**