

G&J Moving and Storage
Terms & Conditions

This contract is subject to all the rules, regulations, rates and charges in Carrier's or Party in Possession (hereby referred to as Carrier) currently effective applicable lawfully filed tariff, including, but not limited to, the following terms and conditions.

Section 1

- a) The Carrier is only legally liable for its own negligence and is therefore not liable for loss, delay or damages caused by war, terrorism, demonstrations, insurrection, labor trouble, strikes, Acts of God or the public enemy, riots government action, military action, nuclear hazard, quarantine, the elements or other causes beyond the control of the Carrier.
- b) The Carrier will not be responsible for mechanical, electronic or electrical functioning of any articles such as, but not limited to, computers, copiers, fax machines, printers, telecommunications or stereo equipment, pianos, radios, television sets, clocks, appliances, refrigerators, air conditioners, freezers, washers and dryers, whether or not such articles are packed or unpacked by the Carrier, unless there is physical evidence of external damage, and then only when the malfunction is directly caused by the external damage. In no event is the Carrier responsible for the loss or damage to information or data contained in computers, laptop's, PDA's, on hard drives, disks, zip drives, floppies or any other format for any reason whatsoever. Furthermore, the Carrier is not responsible for any damage caused to the goods by inherent vice (defined as damage caused by the very nature of the item being moved, such as, but not limited to, inadequate structural design of assembled wood products and / or pressboard furniture, weakened fasteners or adhesive breakdown due to old age, cracking or splitting of older wooden items due to changes in temperature or humidity, cracking of marble tabletops due to existing fault lines that naturally exist in marble, etc.), moths, vermin or other insects, rust, spoilage, contamination, normal wear and tear, mildew, changes in temperature or humidity, fumigation, loss or damage or delay caused by or resulting from an act, omission or order of the Shipper/Customer or Designated Agent (hereby referred to as Shipper) or from illegal transport or trade.
- c) The Carrier is not bound to transport goods by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. The carrier shall have the right to forward said goods by any carrier or route between the point of shipment and the point of destination.
- d) Lamps, lampshades, mirrors, pictures, paintings, marble, slate, china, collectibles or any such fragile items that are handled by the Carrier, without being packed and / or unpacked in cartons or containers by the Carrier will be moved at the Shipper's risk and the Carrier will assume no liability of any kind for any loss or damage to said articles. Carrier shall not be liable for furniture, crates, bundles, cartons, boxes, barrels or other containers packed by the Shipper unless said containers are open for Carrier inspection and then only for such articles as are specifically listed by the Shipper and receipted for by the Shipper or its agent.
- e) In no event shall the Carrier be responsible for loss or damage to cell phones, PDA's, money, documents, deeds, jewelry, bonds, precious stones, securities, stamps, coins or plants. Any items with a value in excess of \$100 per pound must be declared in writing prior to the movement of said items. Failure to declare such High Value Items will result in Valuation reverting to Standard Valuation for those items.
- f) Any article or articles which are a part of a pair or set, the measure of loss or damage to such articles shall be a reasonable and fair portion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean the total loss of the pair or set: or any part of property covered consisting, when complete for use, of several parts, the Carrier shall only be liable for the value of the part lost or damaged.
- g) Loss or damage contributed to or caused by transporting aerosol cans, cleaning fluids, paint, explosives, biohazards, nuclear hazards, flammables of any type and or other dangerous articles or goods is excluded. The Shipper hereby agrees to indemnify Carrier against any loss or damage caused by the inclusion of these or similar items.
- h) If the goods cannot be moved or delivered in the ordinary way by stairs, elevator or the truck/tractor cannot navigate close to the residence or office due to restrictions of driveways or parking lots or other situations beyond the control of the Company, the Shipper agrees to pay an additional charge for hoisting or other necessary equipment or labor to effect pickup or delivery, including any additional hourly charges that would result from these types of situations. Shipper shall arrange in advance for all necessary elevator, parking space or other services and any charge for same shall be the responsibility of the Shipper.
- i) If the goods cannot be delivered to the Shippers destination or if the Shipper is unable to receive the Goods at delivery, or if the goods are stopped and held or stored in transit upon request of the shipper, the Carrier, at its option, may cause the goods to be stored in Carriers vehicle, warehouse or place of business, or a warehouse selected by the Carrier at the point of delivery or at other available warehouses along the way. The Shipper shall be responsible for the additional costs that are incurred and the goods are subject to a lien for those costs. The responsibility of the Carrier for loss or damage to the goods shall cease at that time unless other arrangements are made and agreed to in writing by the Carrier. In the event the shipper cannot be found at the address given for delivery, notice of the placing of such goods shall be left at the address given on the bill of lading for notification, showing the location where the goods were placed.
- j) In case of quarantine the goods may be discharged at the risk and expense of the shipper into quarantine depot or elsewhere as required by quarantine regulations or authorities, and in such case, Carrier's responsibility shall cease when the goods are so discharged, or goods may be returned by Carrier at owners expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to the goods shall be borne by the shipper or be a lien thereon. The Carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by Carrier's officers, agents or employees, nor detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. The Shipper shall hold the Carrier harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the goods covered by this contract into any place against quarantine laws or regulations in effect at such place.

Section 2

- a) The limits of liability for goods in storage and/or for transporting, handling, loading, unloading, packing, unpacking, crating, uncrating will be limited to the Valuation selected and subject to the terms and conditions of this contract. The Shipper's failure to select additional Valuation and payment for same will limit Carriers' liability to Standard Valuation.
- b) Failure of the Shipper to declare an adequate value for the goods being moved or stored and/or should Shipper fail to select an adequate level of Increased Valuation dictates that the Shipper assumes the responsibility for the difference between the under valuation and the true valuation of the goods should loss or damage occur. Shipper further agrees to make no claims against the Carrier and agrees to hold the Carrier and/or its agents harmless from the additional responsibility assumed by the Shipper. By Paying a deposit for the service customer agrees the Terms and Conditions of the contract.

Section 3

- a) All items shall be inspected by Shipper at the completion of the move and all claims for damage or non-delivery must be listed on the bill of lading. As a condition precedent to recovery all claims made for concealed damages or damage not readily discoverable from visual inspection upon delivery must be filed in writing with the receiving or delivering Carrier, or Carrier issuing this bill of lading, or Carrier in possession of the goods when the loss or damage occurred, within 30 days after delivery of the goods (or in case of export traffic, within 30 days after port or export) or, in case of failure to make delivery, then within 30 days after reasonable time for delivery has elapsed. All damaged items must be kept available for inspection (if reasonable), including cartons in which items were packed. The cost of repairs, repair estimates, and/or replacement of damage articles will not be honored unless authorized in writing in advance by the Carrier. The Carrier shall have the right to inspect and repair any allegedly damaged article(s) and it shall be within the discretion of the Carrier, with the advice of a qualified repairman, as to whether a damaged article can be repaired, should be replaced or the Shipper paid compensation based on the Valuation selected. Under no circumstances is the Carrier liable for the loss of use of the property or any decrease in value of any article. The Carrier reserves the rights to repair any property damage himself or hire a contractor. Carrier's liability is limited to \$300 for hardwood floor repairs. The Carrier reserves the rights of salvage on damaged items. All charges for services rendered must be paid in full before any claim will be honored. No loss will be paid if the Shipper has collected damages from others.
- b) Suits shall be instituted against any 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 or parts thereof specified in the notice. Where claims are not filed or suits not instituted thereon in accordance with the foregoing provisions, no Carrier hereunder shall be liable and such claim will not be paid.

Section 4

- a) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, postal money order, traveler's check, cashier's check, bank check, bank wire transfer, certified funds, approved credit card, except where other satisfactory arrangements have been made between the Carrier and Shipper. Carrier retains the right of lien or warehousemen's lien and/or any other remedies at law for any unpaid charges.
- b) Regarding the use of credit cards for payment, shipper specifically agrees that if delivery has been made that Shipper will not in any way block payment previously made, authorized or agreed to. Furthermore, Shipper specifically agrees that they will not offset damage or delay claims against any credit card charges. If Shipper violates this section of the contract, Shipper agrees to pay all collection costs and legal fees incurred by the Carrier because of such action.

Section 5

- a) Lien or Warehousemen's Lien: Where non-perishable property which has been stored or transported to destination hereunder is delinquent in payment of all charges, or goods are refused by Shipper or the party entitled to receive it upon tender of delivery or said consignee or party entitle to receive it fails to receive or claim it within 15 days after notice of arrival of the goods at destination shall have been duly sent or given, the Carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the Carrier, provided, that the Carrier shall have first mailed, sent or given the Shipper notice that the account is delinquent, or goods have been refused or remain unclaimed, as the case may be, and that will be subject to sale if disposition be not arranged for and shall have published notice containing a description of the property, the name of the Shipper and the time and place of sale, once a week for two (2) successive weeks, in any newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before a publication of notice of sale after said notice that the charges for the goods were delinquent or the goods were refused or unclaimed was mailed, sent or given. Where the goods are of a perishable nature, the Carrier may at its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the Shipper of the delinquency, refusal or failure to claim it, such notification shall be given, in such manner as the exercise of due diligence requires before the goods are sold.
- b) Where the procedure provided for above is not possible, it is agreed that nothing contained in said paragraph shall be construed to abridge the right of the Carrier, at its option, to sell the goods under such circumstances and in such manner as may be authorized by law. The proceeds of any sale made under this section shall be applied by the Carrier to the payment of advances, tariff charges, packing, storage and any other lawful charges, including, but not limited to the expense of notice, advertisement, sale legal fees and other necessary expense and of caring for and maintaining the goods, if proper care of the same requires special expense, and should there be a credit balance, it shall be paid to the Shipper of the goods sold hereunder.

Section 6

The Shipper or consignee shall pay the advances, tariff charges, packing, cooperation, re-packing and storage, if any and all other lawful charges accruing on said goods; but except in those instances where it may lawfully by unauthorized to do so, no Carrier shall deliver or relinquish possession at destination of the goods covered by the bill of lading until all tariff rates and charges thereon have been paid. The Shipper/consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges except that if the consignor, stipulates, by signature, that the Carrier shall not make delivery without requiring payment of such charges and the Carrier, contrary to such stipulation shall make delivery without requiring payment, the consignor (except as herein provided) shall not be liable for such charges. Provided that, where the Carrier has been instructed by the Shipper or consignor to deliver said goods to a consignee other than the Shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said goods, (beyond those billed against him at the time of delivery of which he is otherwise liable) which may be found to be due after the goods have been delivered to him, if the consignee (a) is an agent and has no beneficial title in said goods, and, (b) prior to delivery of said goods has notified the delivering Carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering Carrier in writing of the name and address of the beneficial owner of said goods; and in such cases the Shipper or consignor or, in the case of a shipment of reconsigned or diverted, the beneficial owner shall be liable for such additional charges. If the consignee has given to the Carrier information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the Carrier to require at the time of shipment the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in the bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Section 7

If the bill of lading is issued on the order of the Shipper, or his agent, in exchange or in substitution for another bill of lading, the Shipper's signature to the prior bill of lading as to the statement of value or otherwise, or, election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Section 8

Any alterations, addition or erasure in this bill of lading which is made without special notation hereon of the agent or Carrier issuing the bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

Section 9

The Shipper has represented and warranted to the Carrier that they are the legal owner or in lawful possession of the goods and has the legal right and authority to contract for services for all of the goods tendered upon provisions, limitations, terms and conditions herein set forth. In the event of any litigation as a result of the breach of this clause, Shipper agrees to pay all charges that may be due together with such costs and expenses including attorney fees which this company may reasonably incur or become liable to pay in connection herewith and Carrier shall have a lien on said goods for all charges that may be due them for such costs and expenses.

Section 10

If any provision contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement and all other provisions shall continue in full force and effect.