



TERMS & CONDITIONS

[Moyer & Sons, Inc.] (Hereby referred to as the "Company") Proposes to perform all services at the rates and charges set forth herein and subject to the terms and conditions contained herein. for the Shipper/Customer or Designated Agent

(hereby referred to as the Shipper/Customer). All Charges are based on time and materials, and all time will be charged to and from the Company's office unless a minimum number of hours are quoted.

The Company reserves the right to refuse any order for transportation and in no event functions, holds itself out to be, or can be considered to be an interstate or intrastate common carrier.

1. LIMITS OF LIABILITY: The limits of liability for goods in storage and/or for transporting, handling, loading, unloading, packing, unpacking, crating, and uncrating will be limited to the Valuation selected and subject to the

terms and conditions of this contract. The Shipper/Customer's failure to select an increased level of Valuation and payment for same will operate to limit Company's liability for any property damage to Standard Valuation as

defined on the front of this contract/estimate order for service.

2. CO-VALUATION: Failure of the Shipper/Customer to declare an adequate value for the goods being moved/stored, and/or failure to select an adequate level of Increased Valuation dictates that the Shipper/Customer assumes the

responsibility for the difference between the declared valuation and the true and accurate valuation of the goods should loss or damage occur. Shipper/Customer further agrees to make no claims against the Company and agrees to

hold the Company and/or its agents harmless for the additional financial responsibility or exposure assumed by the Shipper/Customer as a result of his failure to declare an accurate valuation.

3. TERMS AND CONDITIONS: All terms and conditions of collection for loss or damage shall be governed by the terms of this contract.



4. LIMITATION OF LIABILITY: The Company shall be legally liable only for its own negligence, and shall therefore not be liable for delays or damages caused by war, terrorism, demonstrations, insurrection, labor troubles,

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 Company. Also, the Company is not bound to transport goods by

any particular route, on any prescheduled, or by any particular mode of transportation other than by reasonable dispatch. The Company shall have the right in its own discretion to forward said goods by any carrier, mode of carriage,

or route between the point of shipment and the point of destination to affect delivery.

5. LIABILITY EXCLUSIONS: The Company will not guarantee or 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, exercise equipment, appliances, refrigerators, air conditioners, freezers, washers and dryers, whether or not such articles are packed or unpacked by the

Company, unless there is physical evidence of external damage duly noted by the Company on the order for service or bill of lading, and then only when the malfunction is directly caused by external damage. In no event shall the

Company be responsible for the loss or damage to information or data contained in computers, laptops, PDAs, cameras, camcorders, on hard drives, disks, zip drives, floppies, memory cards, memory sticks or any other format for

any reason whatsoever.

Furthermore, the Company 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 damage caused by, 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, mold, 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 from illegal transport or trade.



6. FRAGILE ITEMS: Lamps, lampshades, mirrors, pictures, paintings, marble, slate, china, collectibles or any such fragile items that are handled by the Company, without being packed and/or unpacked in cartons or containers by

the Company will be moved at the Shipper/Customer's risk and the Company will assume no liability of any kind for any loss or damage to said articles.

7. CONCEALED DAMAGE: The Company shall not be responsible for loss or damage to any article contained in drawers, or in packages, cases or containers not packed and unpacked by employees of the Company.

8. HIGH VALUE ITEMS: In no event shall the Company be responsible for loss or damage to cell phones, PDA's, money, documents, deeds, jewelry, bonds, precious stones, securities whether negotiable or not, stamps, wine, liquor

or other collections or assortments of liquids, or plants. Also, any items with a value in excess of \$100 per pound must be declared in writing prior to the move. They must be listed on the High Value Items form which is a part of

this contract. Failure to declare such High Value Items will result in Valuation reverting to Standard Valuation for those items.

9. PARTS & SETS: For 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 Company

shall only be liable for the value of the part lost or damaged.

10. DANGEROUS ARTICLES: 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/Customer hereby agrees to certify that none of the foregoing items will be contained or included within the shipment and further agrees to indemnify Company against any loss or damage caused by the

inclusion of these or similar items.



11. ADDITIONAL SERVICES: If the goods cannot be moved or delivered in an ordinary and expedient way by stairs or 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/Customer agrees to pay an additional charge for hoisting, shuttle transportation, 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/Customer shall arrange in advance for all necessary elevator, parking space or other services and any charge or monetary deposit for

same shall be the responsibility of the Shipper/Customer. The Shipper/Customer agrees to pay the hourly rate in this contract for waiting time caused by the lack of sufficient elevator service, lack of parking, or other causes beyond

the control of the Company. If the goods cannot be delivered to the Shipper//Customers destination or if the Shipper/Customer is unable to receive the Goods at delivery the Company, at its option and in its sole discretion, may cause

the goods to be stored in a warehouse selected by the Company at the point of delivery or at other available warehouses. The Shipper/Customer shall be responsible for any such additional costs that are incurred. The responsibility of

the Company for loss or damage to the goods shall cease at the time that tendered delivery is not able to be completed unless other arrangements are made and agreed to in writing by the Company.

12. OWNERSHIP OF PROPERTY: The Shipper/Customer has represented and warranted to the Company that they are the legal owner or in lawful possession of the property tendered for storage and/or transportation, and has the

legal right and authority to contract for services for all of the property 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/Customer 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 Company

shall have the right to assert, pursue, and perfect a lien on said property for all charges that may be due it for such costs and expenses.



13. TERMS OF PAYMENT: Terms of payment are CASH, MONEY ORDER, CERTIFIED CHECK on COMPLETION, or pre-approved CREDIT CARD. The Shipper/Customer specifically agrees that if delivery has been made

that Shipper/Customer will not in any way block, revoke, or object to payment previously made, authorized, or agreed to. Furthermore, Shipper/Customer specifically agrees that he will not attempt to offset damage or delay claims

against any credit card charges or other payments. If Shipper/Customer violates this Terms of Payment section of the contract, Shipper/Customer agrees to pay all collection costs and legal fees incurred by the Company because of

such action.

Be it understood that to secure payment of the amount due, the Shipper/Customer does authorize any attorney of any court of record to appear for the Shipper/Customer, in any court at any time and Confess Judgment without process against the Shipper/Customer in favor of the holder of this contract for such an amount as may appear to be owing herein, together with costs and an additional amount equivalent to 20% of all the monies due as attorney fees and to consent to immediate execution upon any such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

14. CLAIMS: All items shall be inspected by owner at the completion of the move and all claims for damage or non-delivery must be listed on the reverse side hereof. All claims made for concealed damages or damage not readily discoverable from visual inspection upon delivery shall be reported no more than ten (10) days after completion of the move and be made in writing within fifteen (15) days of completion of the move. All damaged items must be kept available for inspection, 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 Company. The Company shall have the right to inspect and repair any allegedly damaged article(s) and shall, with the advice of a qualified repairman, determine whether a damaged article can be repaired, should be replaced, or whether the Shipper/Customer should be offered any compensation based on the Valuation selected. Under no circumstances shall the Company be liable for the loss of use of the property or any decrease in value of any article. The Company reserves the rights of salvage on damaged items. ALL CHARGES FOR SERVICES RENDERED MUST BE PAID IN FULL BEFORE ANY CLAIM WILL BE HONORED.

15. EXTENT OF LIABILITY: The Company assumes no liability of any kind on any items handled wholly or in part by the Shipper/Customer, his/her helpers, or agents or employees of the Shipper/Customer. In case goods are delivered to outside truckmen, the liability of the Company ceases when the goods are tendered to said truckmen and not when said truckmen may take physical possession.

16. THE COMPANY VEHICLES: Will not be driven on, around, over or otherwise located on surfaces not designated or properly prepared for such traffic. Permission to locate said vehicles on other than legitimate roadways or driveways must be secured by the Shipper/Customer in writing from the proper authority prior to placement of the vehicle. Company is not liable for damage to areas for which



Shipper/Customer secures proper authority for placement or transit of vehicle(s) and shall be held harmless in this regard by Shipper/Customer.

17. ORAL STATEMENTS NOT CONTROLLING: The Company's employees' statements regarding any portion of this contract may be used only to clarify and not to contradict or limit language herein. Under no circumstances shall any such statements be construed as an admission of liability of the Company. The terms of this contract cannot be altered or amended except in writing from an officer of the Company.

18. SERVICE CHARGE: A \$35 service charge applies on all returned checks. Interest at the rate of one and a half percent (1½%) per month on accounts not paid in 30 days (minimum \$5.00) will apply.

19. ARBITRATION: Any dispute between the Company and the Shipper/Customer that cannot be resolved, arising out of or relating to this contract or the goods affected thereby, whether such claims be found in tort or contract, shall be settled by final and binding Arbitration and the procedures of the Registered Mover Program, which is part of the Maryland Movers Conference and the Maryland Motor Truck Association, Inc., provided however, that in any such arbitration neither the arbitration proceedings nor arbitrators may vary or modify any of the foregoing provisions. Also, if the Shipper/Customer files suit in a court of law relating to this contract or the goods affected thereby, the Shipper/Customer agrees to indemnify the Company for its costs incurred to defend such action, prosecute an appropriate action for breach of contract, including, but not limited to attorney or court costs.

20. ENTIRE CONTRACT: This contract represents the entire agreement of the parties hereto, and applies to all additional services rendered by the Company for the Shipper/Customer. Only an officer of the Company has the power to modify the terms and conditions of this contract, and then only in writing; the Company shall not be bound by any promise or representation made at any time by any other person unless made in writing and signed by an officer of the Company.

21. SEVERABILITY: 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.

ADDITIONAL TERMS & CONDITIONS PERTAINING TO STORAGE AND STORAGE IN TRANSIT

1. All terms and conditions of the local Bill of Lading shall remain in force and become part of any and all storage agreements.
2. All accounts for storage are payable in advance.
3. Charges on reverse side of this contract may not include charges for delivery out of storage.
4. The type and limit of Valuation selected for goods in transit will apply equally for shipments placed in storage.



5. Delinquent accounts shall void any increased Valuation and revert to Standard Valuation until the account is current in its payments.
6. Accounts forty-five days (45) delinquent are subject to being sold at public auction in accordance with Maryland law.
7. All items put in storage are pad wrapped; all other items must be boxed by Shipper/Customer or by the Company, for which there will be charges based on time and material expended.
8. The Company shall be vested with and entitled to all rights under warehouseman's lien.
9. A late fee of \$10.00 will be applied to all delinquent storage payments with a maximum of 10% of the monthly storage invoice. This charge will commence on the sixth (6th) day after the due date.
10. It is the Shipper/Customer's responsibility to provide an accurate phone number and billing address while goods are in storage.