

CONTRACT TERMS AND CONDITIONS BETWEEN COMPANY AND CUSTOMER



It is mutually understood and agreed between the Company (Able) and the Customer (Customer includes consignee, consignor or owner of the goods) as follows:

1. OWNER OF THE GOODS: By entering into this agreement, the Customer confirms that they are the legal owner of the goods to be shipped, or have full authority from the owner, and the items are not in a legal dispute. If while in transit, another person obtains an interest in the goods, Company will be notified. Any charges for amendments or penalties brought against the Company will be paid by the Customer.

2. OUR ESTIMATE: The Company's quotation is valid for 30 days and, unless otherwise indicated, does not include: valuation, cancellation fees, customs duties, taxes, customs examinations, pick up or delivery above the first floor, difficult access at residence, parking permits, port charges, demurrage, third party services to assemble/disassemble items, disconnect/reconnect of appliances and fixtures, storage and storage access. Transit times quoted are estimated and based on information known at that time. Company will not be liable for any delays in transit. Company has the right to determine the best routing unless it has been specifically indicated in the estimate. Countries laws and regulations are subject to change at any time, so Customer must be responsible to confirm information provided by Company regarding import/export procedures are correct.

3. CUSTOMER RESPONSIBILITIES & UNDERSTANDING: Customer must be prepared for the moving crew. All walks and driveways must be clear and treated. Customer must have all appliances, mechanical and electronic items prepared and/or serviced prior to transport. Company strongly recommends Customer to have major appliances serviced by a qualified service company. Customer is responsible to drain gas and oil from any power equipment. Customer must remove all pictures, mirrors and wall hangings from the walls. The Company will not hang these items on the walls at destination. Any item that the Company disassembles at origin will be reassembled at destination. Pressed wood/particle board items will need to be disassembled/sembled by the Customer or by a third party. The Company will not be liable for any damage that occurs to this type of furniture. Any item too large for movement through elevators, stairways or building entrances will be at the sole risk of the Customer. The Company is not liable for any loss or damage to the item, elevator, stairway or building entrances. Customers are responsible for reserving any parking, elevators and/or loading docks 72 hours prior to moving services. Customer must provide or complete all customs documents and forms required. Customer must be present or represented at time of pick-up and delivery. Transit contact information must be provided by Customer.

4. PROHIBITED ITEMS: The Company will not transport the following items: explosives, gas bottles, aerosols, paints, firearms, ammunition, jewelry, watches, precious stones/metals, currency, deeds, securities, cellular phones, stamps, coins, collections of any similar kind, opened food, perishable items, medicine/drugs, animals, special license item and pornography. If any charges incur because these items are placed into the shipment, the charges for penalties, fines, storage or disposal will be for the responsibility of the Customer.

5. VALUATION: UNLESS THE CUSTOMER OTHERWISE PURCHASES REPLACEMENT VALUE PROTECTION, AND PAYS THE ADDITIONAL CHARGES, CUSTOMER AGREES THAT WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE. IF VALUATION IS PURCHASED, PLEASE SEE PLATINUM PLUS TERMS AND CONDITIONS. THERE IS NO VALUATION APPLIED TO THE GOODS IF NO COVERAGE IS PURCHASED.

6. HIGH VALUE ITEMS: ANY ARTICLES, THE VALUE OF WHICH EXCEED \$2,500 MUST BE SPECIFICALLY DESCRIBED AND LISTED WITH THE COMPANY PRIOR TO THE MOVE. High Value Inventory Forms are available upon Customer request and must be completed prior to first day of service. The Company is not liable for precious metals or stones, or articles manufactured there from, jewelry, watches or numismatic property, monies, art collector's items, pictures, paintings, liquors, wines or other similar items. The Company is not liable for papers of any kind including, but not limited to, accounts, bills, evidence of debt, letters of credit, passports, deeds, money, notes, securities, philatelic property, drafts, stocks, bonds, tickets, mechanical drawings, blueprints, manuscripts or other similar documents. The Company is not liable for items of sentimental or emotional value, including, but not limited to, photographs, family albums, newspaper clippings and heirlooms having little or no market value. Items meeting these descriptions should be handled/transported/managed by the Customer and NOT by the Company.

7. CLAIMS: All claims must be filed in writing within 90 days of the date of final delivery. All lost/damaged items must be reported in the claim. No more than one claim per shipment. The damaged items may need to be inspected so do not discard or attempt any repairs. The Company has the right to inspect, and repair alleged damaged items. Payment of the total charges due the Company shall be a condition precedent of your right to assert any claim, and Customer's nonpayment of the total charges due Company shall fully release the Company of any liability whatsoever relating to the transportation, packing, delivery or storage of Customer's property arising under this contract.

8. STORAGE-IN-TRANSIT: Customer agrees that Company is authorized to arrange for and place goods into Storage-In Transit (SIT) at origin and/or destination and is liable for costs incurred. If customer elects to purchase valuation, it is mandatory to also cover the shipment with the same protection while in storage. The monthly fee for storage valuation is 3% of the original valuation charge. If shipment is placed into storage and after three months of notices Company cannot reach the Customer at the contact information provided or if charges are not paid in full, Company may sell or dispose of some or all the goods without further notice. Customer will be responsible for all disposal fees or cost of the sale.

9. INVENTORY: Customer or approved representative must sign the inventory to confirm pickup and delivery of the items listed. The Company is not liable for any undocumented missing items. Before signing at time of pick up, Customer is responsible to make sure nothing has been left behind and that nothing has been packed in error. All packed-by owner cartons must be inspected and repacked, if necessary, by Company. The contents of these cartons will also need to be listed on the inventory.

10. AGREEMENT: If Customer agrees with these terms and conditions, this shall become a contract for services at the rates stated and will represent the entire agreement between the Company and the Customer (parties hereto). It shall apply to all additional services rendered by the Company for the Customer. Only an officer of the Company has the power to modify the terms and conditions of the contract, and then only in writing. Any other promise or representation will not bind the Company and Customer. If any provision of this contract becomes unenforceable, all other provisions shall remain in full force and effect.

11. UNFORESEEN CONTINGENCIES: Company is not responsible for unforeseen contingencies and/or problems that occur from "good faith" service attempts made by Company in response to Customer's request that exceed moving and storage services and/or not outlined in the proposed estimate. This includes services normally performed by a tradesman or contractor in areas requiring specialized skills. All estimates are based upon exclusive use of elevators and loading areas. Company is not responsible for delays such as those resulting from construction activity, elevator failure or non-exclusive use of the elevator and/or limitations or restrictions to access areas necessary for Company to perform services. Company will make every reasonable effort to complete delivery. Company is not responsible for physical conditions or other special circumstances that may prevent completion or hinder, delay or impede access or performance.

12. DEPOSIT: A minimum deposit of 10% of the estimated cost is required to secure service date(s). Deposits may be refundable up to 15 days prior to first service date. If during the 15-day period, service date(s) need to be adjusted, deposit may apply to a later time, but it will not be refunded. Deposit amount will apply to the final obligation. 2% credit card processing fee does not apply to deposits.

13. FINAL CHARGES AND PAYMENT: The total cost of the relocation is in US Dollars and is based upon the actual weight, the actual volume and other miscellaneous charges discussed with the estimator. Final payment may be remitted by credit card*, personal check or cash to the Company prior to the shipment being routed, unless credit approval has been secured in advance. Company has the legal right to hold the goods until full payment is received. If payment of charges is not received by Company, including any charges Company has paid on behalf of Customer, Customer will be liable for any storage charges and legal fees incurred until full payment is received by Company. *Note: a 2% credit card processing fee may be applied to your final bill

By signing this agreement, the Customer acknowledges responsibility for reading and understanding all the terms and conditions of this agreement.

CUSTOMER NAME:

CUSTOMER SIGNATURE:

PRINT DATE:

