

IMPORTANT NOTICE

The quoted rates are believed to be in accordance with the rates prescribed by the California Public Utilities Commission as published in its Maximum Rate Tariff 4 and are to be applied to the number of hours involved in providing service, to the actual weight, or to the actual number of other units of measurement, subject to the designated minimum provisions, unless in conflict with the rates and regulations of that tariff. Copies of the tariff are open for public inspection at the Commissions offices in San Francisco and Los Angeles and at the offices of the carrier at whose address is shown on reverse side.

Unless it is specifically and clearly indicated in the Agreement For Service, the NOT TO EXCEED PRICE does not include charges for any accessorial services which may be requested and provided or for which rates are provided in Maximum Rate Tariff 4. That means that unless it is specifically and clearly stated, the NOT TO EXCEED PRICE does not include charges for service including but not limited to appliance servicing, disassembly or reassembly of articles, flight or long carry charges, rigging, hoisting, lowering or elevator charges, shuttle charges, light and bulky article charges, 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 shipper to accept delivery as arranged.

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 customers 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 carriers 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 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 THE CALIFORNIA PUBLIC UTILITIES COMMISSION UNDER ITS GENERAL ORDER NO. 136 SERIES: 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.

Liability shall be provided for firearms legally acceptable under the Federal Gun Control Act of 1968, provided that shipper furnishes to the carrier the caliber, make, and serial number of such firearms and that such firearms are packed by carrier at shippers expense at charges not more than those shown in Maximum Rate Tariff 4.

NOTE 2.

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 carriers 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 carriers published charges) if the packing by shipper 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 shipper, including damage or breakage resulting from improper packing by shipper.

(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.

(4)

(I) Hostile or war-like action in time of peace or war, including action in hindering, combating, or defending against an actual impending or expected attack: (A) by any government or sovereign power, or by any authority maintaining or using military, naval, or air forces; or (B) by military, naval or airforces; or (C) An agent of such government power, authority, or forces; (II) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (III) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure, or destruction under quarantine or customs regulations, confiscations by order of any government or public authority, or risks of contraband, or illegal transportation or trade.
- 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 carriers negligence.

(1)

Upon request of shipper, owner, or consignee of the goods, carrier will, subject to subparagraph (2) below, service and unservice such articles as stoves, automatic washers and dryers at origin and destination. Such servicing and unservicing 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 and unservice such articles or appliances, carrier, upon request of shipper or consignee or as agent for them, shall engage third persons to perform the servicing and unservicing. 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 shipper 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 carriers 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 insurance company for loss or damage shall be subject to compliance by the shipper with applicable provisions of Item 92 of Maximum Rate Tariff 4 (Claims for Loss or Damage).
3.

OWNERSHIP OF GOODS- The customer, shipper, depositor, or agent hereinafter referred to as a 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 save 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 attorneys fees incurred in connection therewith. The carriers 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 and/or statements for transportation, first months storage, advances and other charges are due and payable upon completion of such transportation or receipt for storage. Thereafter storage bills are payable monthly 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 or certified check.
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 transportation, storage, preservation of the property, and the performance of other services; also for all lawful claims for money advanced, interest, insurance, labor, weighing, coopering, 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 carriers lien; also for all costs incurred and allowed to be recovered as reasonable expenses under provisions of the California Commercial Code or Civil Code 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 attorneys fees.
7.

NOTICE AND PROOF OF LOSS OR DAMAGE-The Customer shall as soon as practical, report to the carrier, or its agent, any loss and damage which may become a claim under this agreement and shall also file with the Carrier or its agent 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.