

COMMERCIAL BILL OF LADING TERMS AND CONDITIONS

I. Ownership of Product: Customer represents that it has the legal right to deposit Product with Carrier for moving and storage services. Customer further represents that it is the legal owner of the Product or in lawful possession of the Product subject to this Commercial Bill of Lading and that there are no existing liens or encumbrances on the Product. As used herein, the term "Product" means office furniture, store fixtures, equipment, cartons and material items handled by Carrier or deposited with Carrier by Customer after the date noted on the front side hereof. Customer instructs Carrier to release Product only to bearer or to the order of bearer. This is a non-negotiable instrument. This Bill of Lading constitutes the entire understanding of the parties and the terms and conditions contained in this Bill of Lading may only be modified by a written change order or amendment signed on behalf of each party by an authorized officer. Any additional documents or purchase orders issued by either party shall be deemed to be for convenience purposes to comply with internal billing and documentation requirements only and no such additional terms and conditions shall be binding on the parties. If a court of competent jurisdiction or a governmental authority should hold that any clause or provision contained herein is unenforceable, then this Bill of Lading shall be deemed amended or modified to exclude such clause or provision and the remainder of this Bill of Lading shall continue in full force and effect.

II. Payment: In consideration of Carrier's performance of the services, Customer will pay Carrier the fees set forth in the Commercial Bill of Lading. Payment is due within thirty (30) days after the date of the corresponding invoice and Customer shall pay a late charge of 1.5% per month on the unpaid account balance. Customer acknowledges and agrees that it shall reimburse Carrier for all expenses incurred by Carrier if Customer cancels or reschedules the services less than forty-eight (48) hours prior to the scheduled service date. Carrier may immediately suspend all services hereunder and refuse to grant Customer access to the Product if the account of the Customer is not paid in accordance with the terms and conditions provided herein. Should any dispute arise out of or relate to this Commercial Bill of Lading, the prevailing party shall be entitled to reimbursement by the other party of all attorney's fees and costs incurred. Customer acknowledges and agrees that Customer has been provided with a Proposal/Estimate containing Scope of Work and Rates. All pricing is based upon the site being paved and exclusive use of operable elevators and loading areas, as well as, unobstructed access to entrances, exits, elevators, loading areas, lobbies, hallways, offices, and rooms. Carrier is not responsible for delays beyond its reasonable control or unforeseen contingencies at the site/building. If Customer needs to make scheduling or scope of service changes or desires to cancel a phase of the move, Customer must call the Carrier's office or the sales person handling the account (not the supervisor on the job site) immediately. Customer acknowledges and agrees that it shall be responsible for additional charges resulting from any changes in the schedule, scope and/or site conditions of the move. All such changes shall be documented by a Change Order signed by both parties. This Commercial Bill of Lading constitutes the entire understanding of the parties and may only be modified by a written Change Order signed by both parties. Upon execution of this Commercial Bill of Lading, Customer shall provide the name of the individual or individuals who can sign this Commercial Bill of Lading and Change Orders on behalf of Customer. If Customer fails to designate an authorized individual(s), then Customer acknowledges and agrees that any Customer representative can sign this Commercial Bill of Lading and Change Orders, to which Customer agrees to be bound.

III. Office Moving and Warehousing Services: (a) Rates include a one-time placement of all Product as directed by Customer; (b) Rates are based on the exclusive use and control of all loading and unloading areas, the arrangements for which are the responsibility of Customer; (c) it is Customer's responsibility to ensure proper servicing of all items requiring service by a vendor prior to packing, loading, transporting, or warehousing; (d) Carrier has no liability for loss or damage to any of the information or data which is represented by, stored on, or contained in the Product, whether in printed or computer readable form; (e) Carrier has no ability or authority to adequately inspect or test any internal portions or components of any Product and shall not be liable for any internal damage to Product which is not accompanied by related external damage; (f) unused material or materials being returned for credit to Carrier must be annotated on the Carrier's supervisor's bill of lading, identifying the quantity and type of materials being returned; (g) circumstances resulting in loss of time which are not the fault of Carrier will result in billing for the loss of such time based upon man hours and equipment and at the Rates set forth herein; (h) billings under this Commercial Bill of Lading are, in part, a function of the "per man/per hour" and "per van/per hour" Rates set forth herein; therefore, ultimate billing amounts may vary from previous estimates, especially when a change in the scope of work occurs during the move process; (i) Customer agrees that its employees will remove their personal effects including, but not limited to, purses and wallets, at all times during the move process; and (j) Customer acknowledges and agrees that Carrier will not be responsible for moving laptop computers or portable electronic devices.

IV. Declaration of Value and Limitation of Liability: Unless Customer elects to purchase additional valuation which Customer expressly notes on the face of this Commercial Bill of Lading and pays the increased cost associated with such additional valuation, or elects to purchase additional valuation or third party insurance, Customer acknowledges and agrees that the maximum released valuation for loss or damage to any and all Product, including loss or damage which is the result of Carrier's negligence, is sixty cents (\$.60) per pound per article and in no event shall Carrier's liability, if any, for loss or damage to Product exceed such maximum released valuation. Notwithstanding the foregoing, Carrier's liability under this Agreement shall never include (i) loss of or damage to information represented by, stored on, or contained in any electronic device, including any loss of data, personal health information, or personally identifiable information; (ii) losses or damages that exceed the agreed upon limitation of liability set forth herein; (iii) any functional failure of electronic Product, or software contained therein, unless there is visible damage to the Product; (iv) loss due to mold, mildew, insects, moth, vermin, or ordinary wear and tear; (v) loss or damage to Product that was packed by Company; (vi) loss of or damage to ready to assemble furniture and previously damaged/repairs items; and/or (vii) losses or damage to Product otherwise covered by third party insurance purchased by Company. If Carrier also provides warehousing services, Carrier's liability for loss or damage to any Product stored shall be further limited to \$2,500 per storage lot. For purposes of this Commercial Bill of Lading, "storage lot" is defined as any and all Product stored by Carrier under this Commercial Bill of Lading. The term "valuation" means coverage for direct physical loss or damage to the Product only. Valuation does not cover any act, omission, or order of Company, act of God, war, act of public enemy, riots, defect or inherent vice of Product (including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein), damage due to insects, moth, or vermin, or any loss extending beyond the direct physical loss or damage to Product. Valuation is not insurance. Insurance, if any, covering loss or damage to Product shall be obtained by Customer at Customer's expense. In no event shall Carrier be liable for any consequential, special, incidental or punitive damages, including, but not limited to, loss of profit, revenue, overhead, inconvenience, use, contract, lease or production or increased costs arising out of or relating to this Commercial Bill of Lading. There is no charge for \$.60/lb per article.

V. Carrier/Warehousemen's Lien: Carrier shall have a possessory, statutory warehouseman's and/or carrier's lien on any and all Product placed with Carrier for storage for all lawful charges for Services rendered, inclusive of any applicable miscellaneous charges and expenses in relation to the Services and/or Product.

VI. Claims: Carrier shall not be liable for loss or destruction of, or damage to, the Product deposited hereunder, or any part thereof, unless the presence of damage to the Product is notated by Customer on the delivery documentation and a claim is made in writing within ten (10) days after the date the Product was delivered or demand thereof is refused. Customer acknowledges and agrees that it bears the burden of proving that Product was damaged while in the care, custody and control of Carrier and that such loss or damage was caused by Carrier. Before Carrier will commence with processing the claim, Customer must supplement its claim filing with a paid delivery bill, paid bill of lading, or other such documentation which evidences that Carrier has been paid in full for all Services rendered hereunder. If claims are not timely submitted and/or if Customer fails to pay in full for Services, Customer's right to file a claim is effectively waived.