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 ® indicates reduction

Bill of Lading Contract Terms and Conditions

This contract is subject to all the rules, regulations, rates, and charges in mover's currently effective applicable tariff on file with the Illinois Commerce Commission, including, but not limited to, the following terms and conditions:

1. **OWNERSHIP OF PROPERTY:** Shipper has represented and warranted to the Mover to be the legal owner or in lawful possession of the property, 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. If there is any litigation or threatened litigation as a result of the breach of this clause, shipper and/or customer agrees to pay all charges that may be due together with such costs and expenses, including attorneys fees, which Mover may reasonably incur or become liable to pay in connection therewith. Shipper and/or customer shall indemnify and hold harmless Mover from any liability for loss, cost, expenses, and damages for which Mover may be liable or incur as a result of any breach of this clause. Mover shall have a lien on said property for all charges that may be due as well as for such costs and expenses.

2. **MOVER'S LIABILITY**
 - a) Mover shall not be liable for documents, currency, money, jewelry, precious stones, or articles of extraordinary value which are not specifically listed on the bill of lading.
 - b) Explosives or dangerous goods will not be accepted for shipment. Every party, whether principal or agents shipping such goods, shall indemnify the Mover against all loss or damage caused by such goods, and Mover will not be liable for safe delivery of the shipment.
 - c) Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for mechanical or electrical functioning of any article, such as but not limited to, pianos, radios, phonographs, television sets, computers, clocks, barometer, mechanical refrigerators or air conditioners, or other instruments or appliances, whether or not such articles are packed or unpacked by the company.
 - d) Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for any fragile articles injured or broken, unless packed by its employees and unpacked by them at the time of delivery.
 - e) Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for damage to or loss of contents of pieces of furniture, crates, cartons, boxes, or other containers unless such contents are open for the Mover's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the Mover or its agent.
 - f) Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for loss or damage resulting from insects, moth, vermin, ordinary wear and tear, rust, fire, water, mold or mildew, changes of temperature, fumigation or deterioration.
 - g) Mover shall not be liable for delay caused by highway obstruction or faulty or impassable highway, or lack of capacity of any highway bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment. Mover shall not be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Mover shall have the right in case of physical necessity to forward said property by any Mover or route between the point of shipment and the point of destination.
 - h) Mover shall not be liable for any loss or damage or delay caused by an act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default or the shipper or owner, the nature of the property or defect, or inherent vice therein.
 - i) Mover shall not be liable for any loss or damage or delay caused by terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term "terrorist activity" means any activity that is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container, or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain another Individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing.

3. **PAYMENT OF CHARGES**
 - a) Shipper shall be liable for any and all charges applicable under Mover's tariffs.
 - b) Except in those instances where it may be lawfully authorized to do so, Mover shall not deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon shall have been paid.
 - c) Nothing herein shall limit the right of the Mover to require at the time of shipment the prepayment of the charges.

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4. CLAIMS

- a) All claims must be filed in writing to the Mover within ninety (90) days after delivery of the property, or, in case of failure to make delivery, then within ninety days after a reasonable time for delivery has elapsed; and all suits shall be instituted against Mover only within two years from the day when notice in writing is given by the Mover to the claimant that the Mover has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the forgoing provisions, the Mover hereunder shall not be liable and such claims will not be paid.
- b) Any and all charges applicable in Mover's tariff must be paid in full before claims will be settled.
- c) Mover shall have the right to inspect and repair alleged damaged articles. Damage will be adjusted on the depreciated value of the item based upon the cost to repair or replace with like kind and quality not to exceed the lump sum value declared, whichever is less.
- d) Valuation provisions as declared by Shipper in writing on face hereof shall be Mover's maximum liability. In all cases not prohibited by laws, where a lower value than actual value has been represented in writing by the Shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- e) Mover or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or account of said property so far as this shall not avoid the policies or contracts of insurance, provided that the Mover reimburse the claimant for the premium paid thereon.

5. MOVER'S LIEN

- a) If for any reason other than the fault of the Mover, delivery cannot be made at the address shown on the face hereof, or any changed address of which Mover has been notified, Mover, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the Mover, at the cost of the owner, and subject to a lien for all accrued tariff, storage, and other lawful charges.
- b) If a shipment is refused by consignee at destination, or if shipper, consignee, or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper refused to pay lawfully applicable charges in accordance with Mover's applicable tariff, Mover may sell the property at its option either (a) upon the notice and in the manner authorized by law, or (b) at public auction to the highest bidder for cash at a public sale to be held at a time and place named by Mover, thirty (30) days notice of which sale shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising, and sale, and of storing, caring for, and maintaining property prior to sale. Any balance shall be paid to the owner of the property sold hereunder.
- c) Any perishable articles contained in said shipment may be sold at public or private sale without such notice, if, in the opinion of the Mover, such action is necessary to prevent deterioration or further deterioration.

6. OTHER PROVISIONS:

If this bill of lading is issued on the order of the Shipper, or its 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 of otherwise, or election for common laws or bill of lading liability, 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 connection with this bill of lading.

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

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