

MAKE A MOVE - Conditions of Contract of Carrier - Terms and Conditions

- 1) As used in this Terms and Conditions (the "Agreement") "FLETCHER ANNEHEIM DEDICATED SERVICES, LLC" and "MAKE A MOVE" shall mean MAKE A MOVE and its authorized agents. "Shipper" shall mean the party providing freight to MAKE A MOVE for shipping. "Consignee" shall mean the party who releases delivery of freight or the party who accepts shipment or delivery for the Payor. "Payor" shall refer to the party who orders the shipping services from MAKE A MOVE and who is responsible for payment. The Payor may be the Shipper, Consignee, or a third party. MAKE A MOVE, Shipper, Consignee, and Payor are collectively referred to herein as the "Parties."
- 2) By executing this Agreement, the Parties hereby agree to all the conditions set forth herein (the "Conditions"). Further, any third party Payor who orders shipping services from MAKE A MOVE also expressly consents to the Terms and Conditions, and such consent may be of oral communication or may or may not be evidenced through an electronic confirmation sent by MAKE A MOVE to Payor.
- 3) The Parties certify and represent that the information inserted on the face of any shipping documents is accurate and complete. The Parties agree to the rates, rules and classification set forth in MAKE A MOVE's currently effective tariff and pricing, which is available for inspection and incorporated into this contract by reference.
- 4) This Agreement contains the entire agreement and understanding between the Parties, and supersedes and replaces all prior negotiations, proposed agreements and written or oral agreements. Each of the Parties hereto acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained herein, to induce it to execute this Agreement and acknowledges that it has not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.
- 5) In the event of a conflict between verbal instructions and those spelled out on the front of this document, the latter will take precedence and will be used to determine how the shipment will be handled.
- 6) Shipper hereby warrants that each package in this shipment is properly and completely described in this document, is properly marked, labeled and addressed, and is packaged adequately to protect the enclosed goods and to insure safe transportation with ordinary handling, and except as noted is in good order and condition and that each package does not violate existing federal or state transportation regulations. For articles shipped in unenclosed containers, MAKE A MOVE shall not be liable after delivery is completed.
- 7) At time of delivery the Consignee must note on delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (including, without limitation, shortage in the shipment, damage to the containers, or possible damage to the contents of the container). The Consignee may not inspect the contents of the shipping containers until the Consignee signs for the shipment on the delivery receipt. Such notations as "subject to inspection" and "subject to recount" are not exceptions. A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling.

- 8) MAKE A MOVE shall not be liable in any event for any special, incidental, or consequential damages, including but not limited to loss of profits, interest, utility, income, or loss of market, whether or not MAKE A MOVE had knowledge that such damages might be incurred.
- 9) MAKE A MOVE shall not be liable for any loss, damage, delay, misdelivery, non-delivery or other result not caused by its negligence. MAKE A MOVE shall not be liable for special or consequential damages, acts of God, strikes, civil commotions, acts of war, weather, aircraft failures, mechanical failures, acts or omission of customs or quarantine officials, the nature of the freight or any defects thereof, public enemies, acts of terrorism or omissions of the Shipper or Consignee for the failure to observe the terms and conditions of this Agreement, including but not limited to improper or faulty packaging, where packing material(s) hinders inspection; or where receiving party has been advised against unsafe placement or movement of item(s). marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation or freight acceptable only under certain conditions as outlined below.
- 10) Due to the inherent nature of the transportation business, MAKE A MOVE does not guarantee pick up, transportation, or delivery by a special date or a special time, and shall not be liable for the consequences of failure to do so.
- 11) If each piece of the shipment's weight is not specifically identified on the MAKE A MOVE shipping document at the time of the shipment and is so identified on the delivery receipt as being lost, damaged, destroyed or otherwise adversely affected at the time of delivery, MAKE A MOVE shall be liable subject to tariff provisions in effect at the time of the shipment for the average weight of the piece.
- 12) All claims (except concealed loss/damage claims) for loss or visible damage must be received in writing to MAKE A MOVE within 24 hours from date of delivery of shipment along with clear photos of the damage and carton must accompany written claim. Photos must be numerous enough to not leave obvious questions about the described damage and must be of appropriate angle, size and relevant perspective. Claims for concealed damage must be received in writing to MAKE A MOVE within 24 hours of delivery of shipment, and all merchandise must be retained in the original shipping container with all packaging materials available for inspection by MAKE A MOVE at place of delivery for period of 30 days after MAKE A MOVE has written notice of damage. No claim for loss or damage will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges. Legal action to enforce a claim must be brought within one year after the claim has been denied in writing by MAKE A MOVE.
- 13) Unless otherwise expressly provided in MAKE A MOVE's tariffs, and subject to any conditions or restrictions contained therein, the following articles will not be accepted for carriage: any shipment prohibited by law, one of a kind articles or models, prototypes, valuable rugs (i.e. Oriental Rugs, Persian Rugs) and prints or lithographs when the total declared value of the shipment exceeds \$500 or when declared value exceeds \$0.60 per pound, per piece, and such other articles provided in MAKE A MOVE's tariff. MAKE A MOVE shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or misdescribed in any shipping document, and no employee or agent of MAKE A MOVE has any authority to accept for transportation such articles or to waive the limitation herein contained.
- 14) Shipper and Consignee shall hold MAKE A MOVE and its agents harmless for loss/delay/damage or any monetary losses which are a result of auxiliary services including but not limited to local cartage of

unpacked/uncrated freight, crating, uncrating, packing, and unpacking which are requested by the Shipper or Consignee and arranged by MAKE A MOVE, as a customer service unless such services are actually performed by MAKE A MOVE or its agents. Such limitations of liability shall extend to the selection by MAKE A MOVE of the providers of auxiliary services. Auxiliary services are those which are performed prior or subsequent to transportation and which may be billed directly by the provider of the service or by MAKE A MOVE. Providers of auxiliary service are contractors for the Shipper and Consignee and are not agents for MAKE A MOVE. Under no circumstances will the liability of MAKE A MOVE for any monetary loss which is a result of any auxiliary services performed by MAKE A MOVE or its agents be greater than the liability contained in this contract.

- 15) This Agreement is made under and shall be governed by and constructed in accordance with the laws of the State of North Carolina. If any action is filed to enforce or interpret any of the terms or provisions of this Agreement, or otherwise, the Parties agree that the appropriate venue shall be a state or federal court of competent jurisdiction located in the state of North Carolina, County of Mecklenburg. If any action at law or in equity, or any motion, is brought between the Parties regarding this Agreement or the services provided hereunder, the prevailing Party shall be entitled to all of its costs in bringing and prosecuting said action or motion, including reasonable attorneys' fees.
- 16) For articles having a value over \$500, MAKE A MOVE must be given advance notice in writing prior to pickup or delivery.
- 17) MAKE A MOVE's liability for loss or damage is limited to \$0.60 per pound, subject to a \$500.00 maximum. This limitation is subject to provisions as published in MAKE A MOVE's tariff in effect at the time of this shipment. Declared value protection is available upon request, in writing, by filling out a form titled, "Inventory of Items valued in excess of \$100.00 per Pound per Article". The charge for declared value protection for domestic shipments is \$0.75cents for each \$100 of value, or fraction thereof, whichever is greater, for general commodities and is subject to change without notice. For "unusual" commodities or "high risk" commodities or commodities of extraordinary values, higher insurance charges, separate rider insurance policies, minimums, and deductibles may apply. MAKE A MOVE reserves the right to determine which commodities are considered "general commodities" and which are considered "unusual or high-risk commodities."
- 18) Declared value coverage is based on the active MAKE A MOVE insurance policy in effect on the date of the shipment. Failure to properly complete the "Inventory of Items valued in excess of \$100.00 per Pound per Article" form shall void the coverage this option affords. Failure to insert the full value of the article or shipment shall reduce any insurance payment proportionately.
- 19) MAKE A MOVE will at times assess transportation charges based on the actual or dimensional weight, whichever is greater. Dimensional weight will be based on length times width times depth (in inches) divided by a cubic factor of 194 for domestic air shipments. For ground shipments whose destination is outside of North Carolina in the U.S., a factor of 194 shall also apply. A factor of 194 will apply for MAKE A MOVE North Carolina Ground Services. The dimensions as well as the actual weight of a shipment are subject to MAKE A MOVE's confirmation of the dimensions and actual weight.
- 20) Shipments may be diverted if required at MAKE A MOVE's sole discretion because of size, to expedite its delivery, or other operational reasons. In any case, additional delivery/freight charges from origin to destination will apply.

- 21) All freight charges are due and payable upon receipt of a work order, delivery ticket or invoice from MAKE A MOVE. Any charges not paid within 30 days from date of work completed will be deemed delinquent and subject to collection. MAKE A MOVE will be entitled to recover all reasonable collection and legal cost from shipper, consignee or payer. A \$35 service charge will be assessed on any check returned from the bank for insufficient funds or any other reason. All invoices not paid within 30 days of invoice date will be subject to a charge of 1.5% per month.
- 22) All freight charges are the obligation of shipper unless otherwise requested by shipper at the time of receipt of shipment by MAKE A MOVE, and agreed upon by MAKE A MOVE. MAKE A MOVE reserves the right to refuse to change the payer on any shipment.
- 23) The Shipper and Consignee shall be liable, jointly and severally, A) for all unpaid charges payable on account of a shipment pursuant to this contract, and B) to pay or indemnify MAKE A MOVE for all claims, fines, penalties, damages, collection and legal expenses, cost or other sums which may be incurred by MAKE A MOVE by reason of violation of this contract or any other default of the Shipper, Consignee, Payer or their agents.
- 24) MAKE A MOVE reserves the right to impose a lien on the freight of Shippers with delinquent charges on previous shipments, including the cost of storage and security, until such charges have been paid within the terms agreed upon between Shipper, Consignee and Carrier.
- 25) MAKE A MOVE shall have a lien on the shipment for all sums due and payable to MAKE A MOVE pursuant to this contract. MAKE A MOVE may refuse to surrender possession of the goods until such charges are paid. If complete payment is not made within 30 days of lien, merchandise will become property of MAKE A MOVE and payment will still be required.
- 26) Each individual executing this Agreement on behalf of any Party expressly represents and warrants that they have authority to execute and thereby bind the Party on behalf of which they execute this Agreement to the terms of this Agreement and agrees to indemnify and hold harmless each other Party from any claim that such authority did not exist.
- 27) Except for the electronic confirmation discussed in Paragraph 2, this Agreement may only be modified by a subsequent document in writing, signed by the Party to be charged thereunder.
- 28) The provisions for this Agreement shall for all purposes be construed according to their fair meaning and not strictly for or against any Party hereto.
- 29) If any provision of this Agreement is determined by a court of competent authority to be unenforceable, for any reason, the remaining provisions shall nevertheless be of full force and effect.
- 30) All claims must be processed according to the MAKE A MOVE Claims Process, which can be mailed, emailed or downloaded from our website www.MakeAMoveToday.com