
TERMS AND CONDITIONS OF THE BILL OF LADING

This is the contract of carriage between Atlas Van Lines, Inc. ("we" or "us") and you, the owner(s) and/or shipper of the goods covered by this contract. If your goods are being moved under a contract between us and your employer or another party, the terms of that contract will apply, PROVIDED THAT, BY ACCEPTING DELIVERY OF THE SHIPMENT, YOU WILL BE LIABLE FOR THE PAYMENT OF ALL CHARGES IF THE EMPLOYER OR OTHER THIRD-PARTY DOES NOT PAY THEM. We agree to transport your household goods under the following terms:

1. All of the provisions of our tariffs (available on request), including those setting out the charges for your shipment, some of which may not be included on the front of this bill of lading, are incorporated into this contract.
2. We are not obligated to transport your shipment by any particular schedule, means or vehicle, other than with reasonable dispatch. We may deliver your shipment on any date within the delivery dates specified in this bill of lading. If we cannot make delivery at the address shown on this bill of lading or any other address of which you have notified us for any reason that is not our fault (including your failure to pay amounts due or unavailability to accept delivery on a date within the specified delivery dates), then we, at our option, may store your shipment at your cost in a warehouse selected by us in the general area of the specified destination.
3. You, upon tender of the shipment to us, and the person to whom the goods are to be delivered if different than you (the "Recipient"), upon acceptance of delivery of the shipment from us, shall be liable, together and individually, to pay all charges due on account of the shipment pursuant to our tariffs. The extension of credit, if any, to either you or the Recipient for unpaid charges shall not relieve the other party of the obligation to pay the charges. YOU AND THE RECIPIENT ARE LIABLE TO US FOR A SERVICE CHARGE EQUAL TO 1% OF THE UNPAID CHARGES FOR THE SHIPMENT (MINIMUM \$20.00) FOR EACH 30-DAY PERIOD THAT THE CHARGES REMAIN UNPAID AND FOR THE FULL AMOUNT INCURRED BY US IN COLLECTING ANY AMOUNT DUE ON YOUR SHIPMENT, INCLUDING COSTS AND ATTORNEYS' FEES.
4. Subject to the exceptions and limitations set forth below, we shall be liable for physical loss, damage or delay to your goods from external causes while we are transporting them or they are being held in storage-in-transit. We will not be liable for any such loss, damage or delay caused by or resulting from (a) your or the Recipient's act or omission; (b) defects in the goods or loss or damage that is unavoidable due to the nature of the goods, including susceptibility to damage because of atmospheric conditions and changes in those conditions, such as humidity or temperature; (c) hostile, warlike or terrorist activity, government action, strikes, lockouts or civil disturbances (all as further defined in our tariffs); (d) acts of God; and (e) with respect only to delays, highway obstructions, faulty, inadequate or impassable highways or bridges, lack of ferry capacity, or breakdowns or mechanical defects in vehicles or equipment (from any cause other than our negligence). In particular, we shall not be liable for and you shall indemnify us against loss or damage caused by the inclusion in your shipment of explosives or dangerous articles.
5. In addition, our liability will be limited by the valuation option that is selected by you on the order for service or, if your employer or another party is paying for your move, by that party. Our maximum liability shall be: (a) the lesser of 60 cents per pound times the actual weight of any lost or damaged article or the actual loss or damage to the article if the shipment was released to us with liability limited to 60 cents per pound per article; (b) the greater of \$6.00 per pound times the weight of the shipment or the declared lump sum value, in each case subject to a minimum of \$10,000, subject to any selected deductible option and the specific terms of Item 1502 (Full Value Protection) of our tariff; or (c) if no value is declared, \$6.00 per pound times the weight of the shipment, subject to the specific terms of Item 1502 (Full Value Protection) of our tariff. The weight used for determining the minimum valuation shall be the actual weight or, if the shipment is transported pursuant to the terms of Item 1501 (Binding Estimate Program) of our tariff, the estimated weight. The terms of our tariffs contain more complete explanations on the limits of our liability, give us the option to repair or replace items on which claims are made and set specific limits on certain items, e.g. automobiles.
6. In order to be able to recover any amount from us, you must file a written claim with us for any loss, damage, injury or delay. We must receive your claim at our headquarters within nine months after delivery of your shipment. If we fail to deliver your entire shipment, we must receive your claim at our headquarters within nine months after a reasonable time for delivery has passed. You must file any lawsuit within two years and one day from the date when we give you written notice that we have disallowed your claim or any part of it. We may not pay your claim if there are charges due on your shipment. If your claim is for an overcharge, you must contest the charges with us within 180 days of receipt of the initial bill for the charge and file a lawsuit within 18 months from delivery of your shipment. When you do not file a claim or lawsuit within the time periods indicated, we will not be liable to you and the claim will not be paid. Our tariffs include information required to be included in a claim.
7. This contract applies to you and to anyone else claiming any interest in the goods. Unless you specifically advise us otherwise, you authorize any person who releases your shipment to us at origin or accepts it at delivery to act for you and sign any document in connection with your shipment. If no one is authorized to act for you, you may be required to be present in person.