

LICENSE NO.

BILL OF LADING

DATE OF ORDER

ORDER NO.

RECEIVED SUBJECT TO TARIFFS, RULES AND REGULATIONS, INCLUDING ALL TERMS AND CONDITIONS PRINTED OR STAMPED HEREON OR ON THE REVERSE SIDE HEREOF IN EFFECT ON THE DATE OF ISSUE OF THIS BILL OF LADING.

SHIPPER TEL. NO. TO APT. FROM APT. CITY STATE CITY STATE OTHER STOPS REQUESTED PACKING DATE REQUESTED LOADING DATE REQUESTED DELIVERY DATE

WORKING TIME RECORD

HOURLY BASIS AND SERVICES

WORKING TIME DAY #1 START AM SHIPPER'S INITIALS FINISH AM SHIPPER'S INITIALS TIME OFF WORKING TIME DAY #2 START AM SHIPPER'S INITIALS FINISH AM SHIPPER'S INITIALS TIME OFF

TOTAL WORKING HOURS

HOURLY RATE: PER VEHICLE \$ HOURLY RATE PER MAN HOUR \$ MOVING VAN + MEN HOURS @\$ PER HR. TRAVEL CHARGE VAN + MEN HOURS @\$ PER HR. OVERTIME VAN + MEN HOURS @\$ PER HR.

NOTES / SERVICES

WEIGHT BASIS AND SERVICES

Notes and services section with multiple lines for text entry.

WEIGHT BASIS AND SERVICES: GROSS TARE NET RATE TRANSPORTATION MILES EXTRA PICKUPS OR DELIVERIES: NO. ELEVATOR OR STAIRS CARRY

PAYMENT OF CHARGES

ALL CHARGES TO BE PAID AS INDICATED ON ORDER FOR SERVICE BEFORE PROPERTY IS RELINQUISHED BY CARRIER.

Table with columns: QTY, PACKING CONTAINERS ONLY, CU. FT., RATE, EXTENSION. Rows include BARRELS OR DISH PAKS, CARTONS, MIRROR OR PICTURE CARTONS, WARDROBES, MATTRESS CARTON OR COVERS.

Table with columns: QTY, PACKING, CU. FT., RATE, EXTENSION. Rows include BARRELS OR DISH PAKS, CARTONS, MIRROR OR PICTURE CARTONS, WARDROBES, MATTRESS CARTON OR COVERS.

TOTAL MATERIALS AND PACKING

THE ABOVE SERVICES WERE RENDERED AND ALL GOODS WERE RECEIVED, IN GOOD ORDER, EXCEPT AS NOTED BELOW:

OPTION# VALUATION \$ @\$ PER TOTAL CHARGES LESS DEPOSIT BALANCE DUE

SIGNED TO BE SIGNED BY SHIPPER AFTER SERVICES ARE COMPLETED

SIGNATURE OF CARRIER OR AUTHORIZED AGENT

## CONTRACT TERMS AND CONDITIONS

- Sec. 1. (a) The public mover's and/or warehouseman's legal liability shall be determined as hereinafter provided and pursuant to the New Jersey Public Movers and Warehousemen Licensing Act, N.J.S.A. 45-14D-1, et seq. and New Jersey Division of Consumer Affairs regulations, N.J.A.C. 13:44D-1.1, et seq.
- (b) No public mover and/or warehouseman shall be liable for any loss thereof or damage or delay caused by the act of God, the act of a public enemy, the act of a public authority, quarantine, riots, strikes, the act or default of the shipper or consumer, or the nature of the property or defect or inherent vice therein. Unless it is determined to be at fault, the public mover and/or warehouseman shall not be liable for the loss or damage to the condition, operation or functioning of property, or any part of it, if packed or unpacked by the consumer or its agent. Unless it is determined to be at fault, the public mover and/or warehouseman shall not be liable for damage to, or loss of, contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers not packed by the public mover, unless such contents are open for the public mover and/or warehouseman's inspection, and subject to re-packaging by public mover, not to exceed tariff rates, and then only for such articles as are specifically listed and authorized by the consumer and receipted for by the public mover and/or warehouseman.
- (c) Unless it is determined to be at fault, the public mover and/or warehouseman, or party in possession of any of the property herein described, shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or caused by breakdown or mechanical defect of vehicles or equipment.
- (d) Unless it is determined to be at fault, the public mover and/or warehouseman shall not be liable for loss, damage, or delay occurring while the property is stopped and held upon request of the consumer, owner, or party entitled to make such request, whether such request was made before or after the public mover and/or warehouseman comes into possession of the property.
- (e) The public mover and/or warehouseman shall not be liable for loss or damage caused by fumigation, quarantine, or any other treatment if the shipment is infested by insects, pests or other vermin. The consumer or owner shall be responsible and liable to pay for or reimburse the public mover and/or warehouseman for all costs associated with fumigation, disinfection or other handling of infested goods.

## CLAIMS PROCEDURES AND LIMITATIONS

- Sec. 2. (a) No public mover and/or warehouseman is bound to transport the property by any particular schedule other than terms of the order for service. The public mover and/or warehouseman shall have the right to contract with another licensed public mover, due to forces beyond the control of the public mover, with consumer's permission. In all cases not prohibited by law, where a value other than the actual value is declared in writing by the consumer, or is agreed upon in writing as the released value of the property within two (2) years from the time the cause of action accrues. Any owner-operator hired by the public mover shall have the full benefit of all the public mover's rights and defenses under the moving contract.
- (b) As a condition precedent to suit all claims against any public mover and/or warehouseman for loss, damage or delay of property or overcharge shall be filed in writing with the public mover and/or warehouseman within ninety (90) days after the consumer receives the goods. All suits for loss, damage or delay of property shall be commenced within two (2) years of the day the public mover and/or warehouseman disallows the claim, or any part or parts thereof, specified in the notice. All actions at law against the public mover and/or warehouseman for recovery of charges, or any part thereof, or for the recovery of overcharges shall begin within two (2) years from the time the cause of action accrues. Any owner-operator hired by the public mover shall have the full benefit of all the public mover's rights and defenses under the moving contract.
- (c) Any public mover and/or warehouseman shall have the full benefit of any insurance that may have been effected upon or on account of the property so far as this shall not void the policies or contracts of insurance; provided that the public mover and/or warehouseman reimburses the consumer for the premium paid thereon.
- (d) Any claim for loss, damage, delay or overcharge whether made by the consignee, consignor or a third-party beneficiary shall be in writing and accompanied by the original paid Bill for transportation and original Order for Service and/or Bill of Lading, if not previously surrendered to the public mover and/or warehouseman. The public mover and/or warehouseman may require a certified or sworn statement of claim.

Sec. 3. Except where such service is required as the result of the public mover's and/or warehouseman's fault, all property shall be subject to necessary crating, packing and repacking at the expense of the consumer or owner.

- Sec. 4. (a) If property is not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination has been duly sent or given, or after placement of the property for delivery at destination at the time tender of delivery of the property to the party entitled to receive it, or at the address given for delivery, the goods may be kept in vehicle, warehouse or place of business of the public mover and/or warehouseman, subject to charges for storage and the public mover's responsibility and liability shall be as a warehouseman only. At the option of the public mover and/or warehouseman, the goods may be removed to and stored in a warehouse near the point of delivery or at a licensed public warehouse, at the cost of the owner, and held with minimum legal liability on the part of the public mover and/or warehouseman, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the Order for Service and/or Bill of Lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.
- (b) Where nonperishable property which has been transported to destination hereunder is refused by the consumer or party entitled to receive it, or said consumer or party fails to receive or claim it within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the public mover and/or warehouseman may sell the property at public auction to the highest bidder, at such place as may be designated by the public mover and/or warehouseman; provided, that the public mover and/or warehouseman shall have first mailed, sent, or delivered to the consumer at its last address given to the public mover and/or warehouseman, notice that the property has been refused or remains unclaimed, and that it will be subject to sale under the terms of the Order for Service and/or Bill of Lading if disposition is not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two (2) successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published.
- (c) Where perishable property which has been transported to destination is refused by consumer or party entitled to receive it, or consumer or party entitled to receive it shall fail to receive it promptly, the public mover and/or warehouseman may, in its discretion, to prevent deterioration or further deterioration, sell the same on the best available terms at private or public sale; provided, that, if there is time for service of notification to the consumer or owner of the refusal of the property, or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of the diligence requires, before the property is sold.
- (d) Where the procedure provided for in the two (2) paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the public mover and/or warehouseman at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- (e) The proceeds of any sale made under this section shall be applied by the public mover and/or warehouseman to the payment of its advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and any remaining balance shall be paid to the owner of the property sold.
- (f) Where the public mover and/or warehouseman is directed to load property or render any services at a place or places where the consumer or his agent is not present, the property shall be at the risk of the owner before loading.

## ARTICLES OF EXTRAORDINARY VALUE, DOCUMENTS, SPECIE

Sec. 5. No public mover and/or warehouseman will carry, store or be liable in any way for loss, damage or delay of any documents, specie, or articles of extraordinary value that are not specifically rated in the public mover's tariffs, unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party shipping such goods shall be liable for and indemnify the public mover and/or warehouseman against all loss or damage caused by such goods and public mover and/or warehouseman will not be liable for safe delivery of the shipment.

## PUBLIC MOVER OR WAREHOUSEMAN WILL NOT RELINQUISH POSSESSION UNTIL ALL CHARGES ARE PAID

Sec. 7. The owner or consumer shall pay the public mover's and/or warehouseman's advances, tariff charges, packing and storage, if any, and all other lawful charges on said property; but, except in those instances where it may lawfully be authorized to do so, no public mover and/or warehouseman shall deliver or relinquish possession at destination of the property covered by this Order for Service and/or Bill of Lading until all tariff rates and charges thereon have been paid. The consumer shall be liable for the public mover's and/or warehouseman's advances, tariff charges, packing charges, storage and all other lawful charges. If the consumer gives erroneous information to the public mover and/or warehouseman as to identity of the beneficial owner, such consumer shall be liable to the public mover and/or warehouseman for any resulting additional charges. Nothing herein shall limit the right of the public mover and/or warehouseman to require prepayment of charges at the time of shipment. If, upon inspection, it is determined that the articles shipped are not the same as those described in this Order for Service and/or Bill of Lading, the mover's advances or tariff charges must be paid by the consumer upon the articles actually shipped. The public mover and/or warehouseman shall have a possessory lien for any unpaid moving, storage, handling or other tariff or necessary charges on all goods of the consumer or owner that are in the public mover and/or warehouseman's custody. The public mover and/or warehouseman shall have the right to sell any goods of the consumer or owner to satisfy any unpaid charges, whether such unpaid charges have accrued on goods remaining in the public mover's and/or warehouseman's possession, or on any other goods of the consumer or owner with respect to which the public mover and/or warehouseman is owed unpaid charges. The consumer or owner of the property shall be liable to the public mover and/or warehouseman for all collection costs, including reasonable attorneys' fees, incurred by the public mover and/or warehouseman to recover unpaid charges, plus interest at the rate of 18% per annum commencing from the date of the mover's release or delivery of the goods.

Sec. 8. If this Order for Service and/or Bill of Lading is issued on the order of the consumer in exchange or in substitution for another Order for Service and/or Bill of Lading, the consumer's signature to the prior Order for Service and/or Bill of Lading as to the statement of property value, or selection of the public mover's and/or warehouseman's liability level, or otherwise relating to the prior Order for Service and/or Bill of Lading, shall be considered a part of this Order for Service and/or Bill of Lading as fully as if the same were written or made in or in connection with this Order for Service and/or Bill of Lading.

Sec. 9. Any alteration, addition or erasure in this Order for Service and/or Bill of Lading which shall be made without the agreement and written notation of the public mover and/or warehouseman issuing this Order for Service and/or Bill of Lading shall be without effect and this Order for Service and/or Bill of Lading shall be enforceable according to its original terms.