

SMART MOVE TRANSPORTATION LLC - SERVICE TERMS

ITEM 1: Application

These service terms (the *Service Terms*) apply only to the transportation of shipments of goods moving between specified points in the United States (excluding Alaska and Hawaii) designated in these Service Terms arranged by Smart Move Transportation, L.L.C. (each *Smart Move*), acting as a freight forwarder, using specialized shipping vaults (each a *SmartVault*) provided by Smart Move (each a *Shipment*). These Service Terms do not apply to Shipments moving intrastate except in the states of Arizona, California, Colorado, Florida, Missouri, New York, Nevada, Ohio, Pennsylvania, Tennessee, Texas and Virginia or as otherwise allowed by law.

ITEM 2: Format

2.1. These Service Terms constitute the tariff that Smart Move is required to maintain for the transportation of household goods as an interstate carrier. Reference to the Service Terms is deemed to be reference to a tariff.

2.2. These Service Terms are published and made available via an electronic format through a link on Smart Move's Internet web address. The Service Terms contain two components: (1) a printable document that contains the governing rules and regulations and an explanation of the transportation charges and the additional service charges that apply, and (2) the rates and charges that apply for services provided by Smart Move that are based on the origin and destination zip codes for a Shipment and appear on the order confirmation sheet (the *Order Confirmation*) for a Shipment. Except as specifically provided, these Service Terms do not include rates and charges for services not directly provided by Smart Move.

2.3. In the event a shipper does not have internet access or prefers to receive rate information in paper format, Smart Move will provide a copy of the printable document referred to in Item 2.2, together with a printed Order Confirmation showing the rates from the origin point of the Shipment to the destination point of the Shipment.

2.4. References that appear throughout the printed document to "in these Service Terms" or "in this item" include both the printed Service Terms and the rates.

2.5. Changes, updates, cancellations and revisions to these provisions will be accomplished by reissue of the affected provisions. Revisions, authenticity and effectiveness of affected provisions can be obtained and verified at the following Internet Web Address: **www.gosmartmove.com**

ITEM 3: Definitions

3.1. An "Area Cost Level" is the designated cost level for each origin or destination city included in the rate schedule.

3.3. A "holiday" is the date a U.S. National or officially declared State holiday is observed.

3.4. "Household Goods" are personal effects and property used or to be used in a dwelling, when a part of the equipment or supply of such dwelling and similar property that are packed

and/or loaded into a SmartVault by Smart Move or party retained by Smart Move for this purpose. Unless packing and or loading service is provided by Smart Move, a Shipment will not be considered to be a Household Goods Shipment.

3.5. “Individual Shipper” is (1) any person who is the shipper, consignor or consignee of a Household Goods Shipment; (2) is identified as the shipper, consignor or consignee on the face of the bill of lading; (3) owns the goods being transported; and (4) pays his or her own transportation charges.

3.7. A “Self-Serve Shipment” is a Shipment entirely packed and loaded into the SmartVault(s) by the shipper.

3.8. A “Service Area” is the points within the United States where origin and destination services are provided.

ITEM 4: Bill of Lading Terms and Conditions

4.1. The following terms and conditions constitute the terms and conditions of the contract of carriage for each Shipment. These terms and conditions apply in lieu of the terms and conditions on the reverse of Smart Move’ standard Bill of Lading, if such Bill of Lading is used in error:

TERMS AND CONDITIONS OF THE BILL OF LADING

This is the contract of carriage between Smart Move Transportation, L.L.C. or A Smart Move, L.L.C. (*we or us*) and you, the owner(s) and/or shipper of the goods covered by this contract (*the Shipment*). If there is a separate contract between us and your employer or another party (*each a Contract Party*), terms of that contract may apply in addition to or in lieu of those in this Bill of Lading. **BY ACCEPTING DELIVERY OF THE SHIPMENT, YOU WILL BE LIABLE FOR THE PAYMENT OF ALL CHARGES IF ANY CONTRACT PARTY DOES NOT PAY THEM.** We agree to arrange for the transportation of the Shipment as a freight forwarder under the following terms:

1. All of the provisions of the Smart Move Service Terms (*the Service Terms*), available on request, including those setting out the charges, are incorporated into this contract.

2. Smart Move service is guaranteed service. Provided that there has not been a change in the destination city shown on your Order Confirmation, you are entitled to a penalty if we fail to deliver your Shipment within the agreed transit times included in your Order Confirmation for any reason other than a reason set out in Item 10, Impractical Operations, of the Service Terms or your failure to pay amounts due or unavailability to accept delivery on a date within the specified delivery dates. The penalty will be in the form of a payment to you of the amount of \$150 per day your Shipment is delayed, beginning with the day after the last date of the originally scheduled delivery period and continuing until the actual delivery date. This provision is not be applicable to a Shipment that is placed in storage-in-transit. If we cannot have delivery made 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 have the Shipment stored at your cost in a warehouse selected by us in the general area of the specified destination and may exercise all rights available to us under the law.

3. You, upon tender of the Shipment to us, and the person to whom the Shipment is to be delivered if different than you (the *Recipient*), upon acceptance of delivery of the Shipment from us, and any Contract Party shall be liable, together and individually, to pay all charges due pursuant to these Service Terms on account of the Shipment. The extension of credit, if any, to any party for unpaid charges shall not relieve any other party of the obligation to pay the charges. YOU, THE RECIPIENT AND ANY CONTRACT PARTY 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 THE SHIPMENT, INCLUDING COSTS AND ATTORNEYS' FEES.

4. Subject to the exceptions and limitations set forth below and in the Service Terms and to the terms of 49 U.S.C. Section 14706, we shall be liable for physical loss, damage or delay to the Shipment from external causes while the Shipment is being transported or it is 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, including packing and loading performed by you; (b) defects in the goods or loss or damage that is unavoidable due to the nature of the goods in the Shipment, including susceptibility to damage because of atmospheric conditions and changes in those conditions, such as humidity or temperature, and, with respect to mechanical or electronic goods, the failure of such goods to operate in the absence of any physical damage to the goods; (c) hostile, warlike or terrorist activity government action, strikes, lockouts or civil disturbances (all as further defined in the Service Terms); (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 the Shipment of explosives or dangerous articles. In addition, we shall not be liable for loss or damage to items of extraordinary value unless we are notified in writing prior to packing or loading the Shipment of the presence of such items in the Shipment. Items of extraordinary value include coins, legal tender, precious metals, negotiable and non-negotiable instruments, rare objects, works of art, collectibles, furs and jewelry (including watches, rings and stones (precious or semi-precious, cut or uncut, including diamonds)) and other items with a value in excess of \$100 per pound.

5. Subject to the Service Terms, we will be liable for the full replacement value of any articles lost or damaged while in our care, custody and control, including the care, custody and control of carriers selected by us, provided that our liability for the entire Shipment shall be limited to a maximum of \$10,000 times the number of vaults in the Shipment, less a \$400 deductible per Shipment. If you are paying for the Shipment, you may declare and pay a higher valuation amount for the Shipment in increments of \$10,000 times the number of vaults in the Shipment by making this selection on the order confirmation. If the Shipment is being paid for in whole or in part by a Contract Party, the Contract Party must authorize any additional valuation. If additional valuation is selected and paid for, then our maximum liability shall be increased to the amount selected and paid for. The Service Terms contain a more complete explanation 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.

6. In order to be able to recover any amount from us, you must file a written claim (which includes use of our electronic claim form) with us for any loss, damage, injury or delay. We must physically receive any claim at our headquarters within nine months after delivery of the

Shipment (which includes delivery to a mini-storage facility or permanent storage) unless the claim is for damage to property other than cargo, in which case your claim must be received within three days after delivery of the Shipment. If we fail to deliver your entire Shipment, we must receive the claim at our headquarters within nine months after a reasonable time for delivery has passed. You must file any lawsuit on a claim involving loss, damage or delay to the Shipment within two years and one day from the date when we give written notice that we have disallowed the claim or any part of it. Any lawsuit on any other property damage claim, e.g. for real property damage, must be filed within two years after the first date that the Shipment or any part of it is delivered. We may not pay a 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 filed within 18 months of 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 or any other party and the claim will not be paid. The Service Terms include information required to be included in a claim.

7. This contract applies to you and to anyone else claiming any interest in the Shipment. 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.

4.2. The following provisions are those referred to in Section 4 of the Bill of Lading that further define hostile, warlike or terrorist activity, government action, strikes, lockouts or civil disturbances, which, by reference in the terms and conditions, are specifically incorporated into them:

4.2.1. hostile or warlike activity shall include (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent or any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war or usurped power;

4.2.2. terrorist activity shall include any activity that is unlawful under the laws of the United States or any State and that 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; (5) a threat, attempt, or conspiracy to do any of the foregoing, and (6) actions in hindering or defending against an actual or expected terrorist activity, provided that, if terrorist activity occurs, Smart Move will not be liable for loss or damage to cargo regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

4.2.3. government action shall include any action taken by governmental authority (1) in hindering, combating, or defending against any hostile, warlike or terrorist activity; (2) seizure or destruction of cargo under quarantine or customs regulations; (3) confiscation of cargo by order of any government or public authority; or (4) risks of contraband or illegal transportation or trade.

4.2.4. strikes, lockouts and civil disturbances shall include strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and shall include any loss or damage when Smart Move, after notice to shipper or consignee of a potential risk of loss or damage to the Shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.

ITEM 5: Standard Service Rates and Provisions

5.1. Estimated Vaults. An estimate of the number of SmartVaults needed will be made on each Shipment to be transported under these Service Terms. Smart Move will provide the estimated number of SmartVaults. If, prior to the time of loading the SmartVaults for transportation, it is determined that one or more additional SmartVaults over the estimated number of SmartVaults is required and additional SmartVaults are readily available at that time, then such vaults will be made available provided that the additional SmartVaults will be provided only if a new Order Confirmation is completed covering the cost of the additional vaults. Otherwise, only the originally estimated number of vaults will be provided. If sufficient additional vaults are not available or not agreed to, then other arrangements will need to be made by the shipper for transportation of goods that do not fit in the vaults provided and those goods will not be included in the Shipment. Transportation of those goods will not be subject to these Service Terms.

5.2. Estimated Charges. An estimate of the charges for Standard Service will be provided on each Shipment. This estimate will be valid for 30 days from the date of estimate. In order to accept the estimate, an Order Confirmation must be completed, signed by the shipper and returned to Smart Move within 30 days from the date of the estimate, together with payment of the non-refundable Order Confirmation fee in the amount of \$100. The estimated charges will be valid for 120 days after the Order Confirmation fee is received, provided that number of vaults and the destination of the Shipment does not change. The Order Confirmation fee will be applied against the Order Confirmation fee for another Shipment to a different destination if an Order Confirmation for that Shipment is completed within 120 days of date the Order Confirmation fee was received on the first Shipment. Otherwise, the Order Confirmation fee is non-transferable and non-refundable. The estimate may also include charges for Additional Services. Any estimate for those amounts will be an estimate only and the actual charges will apply.

5.3. Standard Service. Except as provided in Item 5.4, Standard Service includes:

5.3.1. Loading the SmartVaults onto the carrier equipment at the point of origin, transportation to the point of destination and unloading at the destination on the Order Confirmation of the SmartVaults from the carrier equipment.

5.3.2. Pick up and delivery within the agreed transit times in the Order Confirmation, provided that if there is any change in the dates on the Order Confirmation, Smart Move must be given at least three days advance notice prior to the requested pick up date and/or delivery date and

that the pick up or delivery date is not a Sunday or holiday, in which case, the agreed transit time shall be extended to the next date that is not a Sunday or holiday.

5.3.3. Use of the SmartVault(s) for a total of 28 days from the date a SmartVault is first dropped of at origin, including storage-in-transit for any part of such period; and

5.3.4. Basic shipment valuation as provided in Item 12.1.

5.4. Exceptions. Standard Service does not include the following additional services (*Additional Services*): (1) packing, including cartons and packing services required by Smart Move to pack the Shipment for transportation; (2) unpacking service; (3) loading items into the SmartVaults and unloading items from SmartVaults; (4) disposal of cartons; (5) storage-in-transit in excess of 28 days from delivery at origin of a SmartVault; (6) shuttle service; (7) over-length items; (8) extra labor; (9) Custom Services, as defined in Item 6.6; (10) charges imposed by any governmental entity that are specifically related to the services provided (such as parking or security fees); and (11) the transportation of vehicles, which is outside the scope of these Service Terms.

5.5. Service Rates. The service rates in effect at the time the Order Confirmation is entered into (the *Standard Service Rates*), shall apply to all Standard Services based upon the origin and destination Service Areas of the Shipment, The Standard Service Rates include the amount of any fuel surcharge charged by the underlying service provider.

5.6. Per Vault Charges. The Standard Service Rates are all per vault charges based upon the number of vaults that are actually used for the Shipment, regardless of how many vaults were estimated to be needed. These charges are not based upon the weight of the Shipment. The minimum charge for any Shipment is the applicable charge for the number of vaults used.

5.7. Penalty. Smart Move service is guaranteed service. Provided that there has not been a change in the destination city shown on your Order Confirmation, you are entitled to a penalty if we fail to deliver your Shipment within the agreed transit times included in your Order Confirmation for any reason other than a reason set out in Item 10, Impractical Operations, of the Service Terms or your failure to pay amounts due or unavailability to accept delivery on a date within the specified delivery dates. The penalty will be in the form of a payment to you of the amount of \$150 per day the Shipment is delayed, beginning with the day after the last date of the originally scheduled delivery period and continuing until the actual delivery date. This provision is not applicable to a Shipment that is placed in storage-in-transit. No other amount will be due for a delay in pick up or delivery.

5.8. Collection of Charges. A deposit of \$100 will be due at the time an Order Confirmation is issued by Smart Move. All charges shown on the Order Confirmation will be due on the earlier of one day prior to delivery or 28 days after a SmartVault is first delivered if, for any reason, it has not been delivered by that date, including as a result of the Shipment being placed into storage-in-transit. Smart Move may bill charges, including charges for a Shipment that is placed in storage-in-transit, at such times as it determines. Charges not paid when due shall incur interest at the rate of 1.0% per each 30 days that they remain unpaid, subject to a minimum of \$20.00 per each 30 day period. All charges may be paid in cash, by cashiers' check or by Visa, Mastercard or American Express charge (not debit) cards.

ITEM 6: Additional Services, Charges and Provisions

6.1. Additional Services. Any Additional Services will be provided at the rates charged to Smart Move for such services from the parties providing those services.

6.2. Packing and Unpacking Services. Packing and unpacking of items, including the cartons required to pack items, is available for the actual charge for such services as provided by the party providing such services.

6.3. Loading Service. Loading items to be shipped into the SmartVault(s) is available for the actual charge for such services as provided by the party providing such services.

6.4. Shuttle Service Charge. Shuttle service is available for the actual charge for such services as provided by the party providing such services.

6.5. Storage-in-Transit Charge. The storage-in-transit charge is \$3 per SmartVault per day. Charges for storage-in-transit commence on the date that is 29 days after a SmartVault is delivered at origin.

6.6. Extra Labor Charge. An extra labor charge applies for any services not included in the Standard Service Charge that are requested or required to properly service the Shipment for which a separate charge is not set forth. The extra labor charge will be the actual charge for of such services as provided by the party providing the labor.

6.7. Overlength Items. A sofa in excess of 83” in length will be transported in a custom “sofa box” container. An additional charge as set out in the Order Confirmation will apply for each sofa box required. A sofa box will not be treated as a separate vault for purposes of applying any provision of these Service Terms.

6.8. Custom Services. Custom Services include, but are not limited to, special services such as (1) services required to prepare articles as needed for safe transportation (other than standard packing), including crating, (2) specialized services or labor including plumbing, electrical, carpentry, making or disconnecting gas or ventilation hoses or vents, including all of such services required to disconnect or reconnect appliances, (3) securing plasma or LCD televisions, (4) rigging or hoisting services, (5) removal of articles embedded in the ground or secured to a floor, ceiling, roof or wall, (6) disassembling or reassembling any articles including those such as steel utility cabinets or shelving, outside toys, German shanks, water beds, pool tables, elongated work tables, counters, particle-board furniture, or other articles of an unusual nature in order to ensure their safe transportation. Custom Services may be provided by Smart Move or by another party selected by Smart Move. The charges for Custom Services will be determined at the time the services are provided and will be the actual charge for such services as provided by the party providing the service.

ITEM 7: Additional Provisions Applicable to Storage in Transit

7.1. Storage-In-Transit is the holding of all or part of a Shipment at or in the facilities or warehouse used by Smart Move for storage pending further transportation and will be effected only at specific request of the shipper or under the conditions specified in Item 7.3.

7.2. All or part of a Shipment may be placed in storage-in-transit one or more times for a period of any length. Until all lawful charges are paid, the property will remain at the facility selected by Smart Move subject to a lien for all charges. .

7.3. If delivery cannot be made at the address specified on the bill of lading because of impractical operations, as defined in Item 10, or for any other reason other than the fault of Smart Move, and neither the shipper nor the Recipient designates another address at which delivery can be made, Smart Move will place the Shipment in storage-in-transit.

7.4. Property in storage-in-transit is subject to the provisions of Smart Move's liability under the terms of the bill of lading and Item 12.

7.5. Charges for storage-in-transit may be billed at such intervals as are determined by Smart Move and shall be due as specified in Item 5.8.

7.6. Delivery of a Shipment to residence from storage-in-transit will be made on the date requested, if possible. If prior commitments of Smart Move prevent delivery on that date, every effort will be made to deliver as soon as possible.

ITEM 8: Restricted and Prohibited Articles and Inspection of Articles

8.1. Restricted Articles. Smart Move reserves the right to not accept for shipment any article liable to contaminate or otherwise damage equipment or other property, any article that cannot be taken from the premises without damage to the article or the premises, perishable articles including frozen foods, articles requiring refrigeration or perishable plants. Smart Move is not required to take any special precautions or provide any special services with respect to any such items if it does accept such items for transportation and will not be liable for any loss or damage to such items due to their nature.

8.2. Prohibited Articles. Smart Move will not accept for shipment under any circumstances hazardous materials, explosives or other dangerous articles or tanks or bottles designed to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools or appliances. This prohibition also includes tanks or bottles that have been certified as empty.

8.3. No Liability. Smart Move will not be responsible for any prohibited or restricted article included in a Shipment without its knowledge.

8.4. Inspection of Articles. When Smart Move believes it necessary that the contents of packages be inspected, it shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

ITEM 9: Removal or Placement of Property from or to Inaccessible Locations

9.1. It is the responsibility of the Shipper to remove from or place property in attics, basements and other locations and to make property available to Smart Move where the location of property and goods to be shipped or delivered is (1) not accessible by a permanent stairway (does not include ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor, and (4) does not allow a person to stand erect. If the shipper requests and Smart Move agrees to remove from or place in such areas, Extra Labor Charges will apply for this service.

ITEM 10: Shuttle Service; Impractical Operations

10.1. Shuttle Service. It is the responsibility of the shipper to make the Shipment accessible to Smart Move or accept delivery of the Shipment from Smart Move at a point at which the road-haul vehicle may be safely operated. When it is physically and/or legally impossible for the carrier transporting the Shipment, in the opinion of the carrier, to pick up the Shipment at the origin address or to complete delivery of the Shipment at the destination address with a road-haul vehicle due to the structure of the building, its inaccessibility by road, inadequate or unsafe public or private roads, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, parking access, the condition of the road due to rain, snow, ice or water, or the nature of an article or articles included in the Shipment, the carrier will use or engage smaller equipment than a road-haul vehicle or provide extra labor for the purpose of transferring the Shipment between the origin or destination address and either the nearest point of approach by the carrier's road-haul vehicle or the nearest warehouse facility used by Smart Move. The charges for shuttle service are set out in Item 6.2. "Road-haul vehicle" for direct pickup and delivery services means a tractor and trailer in excess of a combined length of 45 feet.

10.2. Impractical Operations. Neither Smart Move nor the service providers or carriers used by it is required to perform any service at any point or location where, through no fault or neglect of the service provider or carrier, the furnishing of such services is impractical or illegal because:

- (1) The conditions of roads, streets, driveways, alleys or approaches would subject operations to unreasonable risk of loss or damage to life or property;
- (2) Loading or unloading facilities are inadequate;
- (3) Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (i) subject operations to unreasonable risk of loss or damage to life or property or (ii) unreasonably jeopardize the service provider's or carrier's ability to render transportation or pickup or delivery or any other service from, to or at other points or locations;
- (4) The service provider's or carrier's hauling contractors, employees or agents are precluded, for reasons beyond their control, from entering premises where pickup or delivery is to be made; or
- (5) Federal, State or Local restrictions, regulations or laws prohibit performance of such services.

10.3. Options. If the foregoing conditions prevent the delivery of the Shipment, Smart Move may place the Shipment or any part of it not reasonably possible for delivery in storage-in-transit at the nearest available warehouse used by Smart Move, or, at its option, in a public warehouse, subject to a lien for all lawful charges or may utilize shuttle service. Smart Move's liability will cease when the Shipment is unloaded into the public warehouse and the Shipment shall be considered as having been delivered. All accrued charges on the Shipment shall be due and payable upon delivery of it to any warehouse.

ITEM 11: Diversions

11.1. Ordering a Diversion. Diversion of a Shipment may be ordered upon written or electronic instructions from the shipper or consignee. When Smart Move receives an order for diversion, diligent effort will be made to locate the Shipment and effect the change desired, but Smart Move is not responsible for failure to effect the change ordered.

11.2. Diversion Charges. The charges on a Shipment diverted to a new destination while the Shipment is en route cannot be determined in advance but will be determined at the time the diversion is requested, depending upon the particular circumstances of the diversion. In any case, those rates will not exceed the rates due as if the Shipment had arrived at its original destination and then been diverted. The charges on a Shipment diverted to a new destination when the Shipment has arrived at its original destination, including a Shipment that has been placed in storage-in-transit at that destination, will be the charges from the original pickup point to the original destination plus the charges from the original destination to the new destination. On a Shipment diverted to a warehouse for storage-in-transit at a location other than the original destination, the warehouse will be considered the destination point, and charges to the warehouse will be assessed under the provisions of Item 5. Charges for storage and further transportation will apply based on the rates provided in these Service Terms.

ITEM 12: Shipment Valuation

12.1. Basic Valuation. Subject to the terms of this Item 12, Smart Move's maximum liability for goods that are lost, damaged, destroyed or otherwise not delivered to the final destination is an amount equal to the full replacement value of such goods, subject to a maximum of \$10,000 per vault times the number of vaults in the Shipment, less a single \$400 deductible per Shipment. There is no additional charge for this valuation. Subject to the maximums and other limitations set out in this Item, Smart Move shall be liable to the shipper or Recipient for either the full cost of repairs or the replacement value of the articles lost, missing or totally destroyed while in Smart Move' custody, without regard for depreciation. The maximum amount of Smart Move's liability on a specific item shall be the lesser of: (1) the cost to repair the item, if a third party repair firm retained by Smart Move determines that the item can be repaired; (2) the replacement cost of the item or an item of like kind, quality and utility if such items are commercially available new generally; (3) if the item cannot be replaced under (2) and there is a market for items of similar kind, the estimated value of the item; (4) if the item cannot be replaced and there is no market for such items, the cost of the media used to create the item, but not the cost to recreate the contents; or (5) if the item is part of a pair or set and the set becomes unusable due to the loss or damage, the cost of the entire set. Smart Move has the option to have a repairable item repaired instead of replacing it or paying the cost to repair it. If the damage to the item is only appearance related and does not affect its use or value, Smart Move may pay an appearance allowance in lieu of repair. For purposes of the application of this provision, each container is deemed to weigh 1,667 pounds and the valuation provided is deemed to be \$6.00 per pound, regardless of the actual weight of the Shipment.

12.2. Coverage Provided. The valuation provided covers loss or damage to each Shipment caused by the following risks while a Shipment is in Smart Move's care, custody and control (see Items 12.7 and 12.8):

- (1) Loss or damage by the collision, overturn or upset of a SmartVault or the vehicle carrying the SmartVaults containing a shipment;
- (2) Loss or damage due to acts of God, including lightning, flood, windstorm, hurricane, tornado, earthquake and similar natural occurrences;
- (3) Water damage to goods in a closed, sealed and locked vault at the time of the occurrence;

(4) Theft of an entire SmartVault or Vaults containing a Shipment; and

(5) Missing or lost items from within a SmartVault if the approved seal and lock are broken or missing, provided that, at the time of delivery, both the Smart Move representative and the customer must unload the entire Shipment and unpack items as needed in order to document in writing (to be signed by the customer and the Smart Move representative) the items missing from the Shipment.

12.3. Coverage Exceptions.

(1) On a Self-Service Shipment. If the shipper packs all of the shipper's own cartons and loads the SmartVault(s), there is no coverage for any loss or damage to the goods caused by the packing or loading of the SmartVault(s), including damage due to shifting of the goods in the vault while being transported.

(2) Cartons Packed or Loaded by Smart Move. On cartons packed by the shipper that are loaded into the SmartVault by Smart Move, Smart Move accepts responsibility for damage to the items in the carton if there is damage to the outside of the carton that is noted at delivery. Smart Move's representatives have the right to request that a carton packed by the shipper if it does not appear that the carton will withstand the transportation process without damage and may repack a carton (at the standard packing charges for doing so) if the shipper does not repack a carton as requested. If Smart Move packs and loads a carton, Smart Move is responsible subject to all of the terms of this Item for damage to the goods in that carton.

(3) Limitations on Valuable Items or Collections. Regardless of the overall coverage on a Shipment, if a Shipment includes any one single item or collection of items that is worth or costs more to replace or repair than \$2,500, the most that Smart Move will be liable for that item or collection of items is \$2,500. This limitation can be avoided by declaring the specific items or collections on a Smart Move High Value Inventory prior to the time the order is confirmed with Smart Move. If a high value item has been listed on the High Value Inventory as required, Smart Move's maximum liability will be increased to the lesser of the actual value of the item or the value listed on the High Value Inventory. Collections include multiples of items that may not have an individual value of more than \$2,500 but together have a value in excess of that amount such as trading cards, memorabilia, figurines, ornaments, rare objects and similar items.

(4) Items Not Covered. Due to their value or susceptibility to damage, the following items are not covered by the valuation offered by Smart Move and, if included in a Shipment, will be transported at the shipper's risk:

(a) jewelry, rings, watches, precious and semi-precious stones and precious metals, cut or uncut, in each case other than items with an individual value less than \$100 per item (subject to a \$1,000 limitation on the total value of such items);

(b) currency, coins, money and bullion and other documents or papers that have a value in and of themselves such as stock certificates, bonds, securities, notes, letters of credit, deeds, stamps, negotiable and non-negotiable instruments and similar items;

(c) live plants, animals, food and beverage products, including wine and other alcoholic beverages, all other perishable items and liquids; and

(d) hazardous materials and items that are corrosive, flammable or explosive (including firearms and ammunition).

(5) Damages Not Covered. The following damages are not covered:

- (a) preexisting damage to an item noted on the Smart Move inventory at origin;
- (b) damages caused by climatic or atmospheric changes and changes in temperature or humidity;
- (c) mold, mildew and rust unless there is evidence of water damage to the Shipment while in a closed, sealed and locked vault;
- (d) damages caused by hazardous materials and items that are corrosive, flammable or explosive (including firearms and ammunition);
- (e) damages caused by spillage or leakage of any fluid packed within a SmartVault, including chemicals, cleaning solutions or similar fluids);
- (f) damages caused by insects, moths or vermin;
- (g) damages due to the inherent nature or vice of the article, normal wear and tear, gradual discoloration or age-related deterioration;
- (g) internal damage to electronics, computers, appliances or any device that plugs in or is battery powered unless the item has sustained physical damage to the exterior that is readily visible and apparent;
- (h) loss of electronically stored or maintained data, media, programs or computer software.
- (i) loss or damage caused by government action, including detention of a Shipment, acts of war, the public enemy, terrorism or military action (all as further described in Item 4);
- (j) loss of use, consequential damages or damage caused by delay;
- (k) loss of value of one item in a set or pair if that item has not been damaged and is still usable; and
- (l) emotional damages or loss resulting from the loss or damage to an item.

12.4. Excess Valuation. The shipper may obtain excess valuation coverage for the goods in the Shipment in increments of \$10,000 each for a charge of \$75.00 for each increment. If excess valuation coverage is requested and paid for, then the maximums in Item 12.1 shall be increased to include the excess valuation amount. If there is a Contract Party, the Contract Party must authorize any excess valuation.

12.5. Sofa Box Valuation. When a Shipment includes a sofa box, the sofa box will not be treated as a separate vault for purposes of this Item. The per vault valuation amount shall be applied to one vault and the sofa box jointly as if the sofa box contents were included in that vault.

12.6. Not Insurance. Provisions of this item are contractual limits of liability as provided for in 49 U.S.C. Section 14706 and are not to be construed as "insurance".

12.7. Period Covered. Valuation coverage begins when a Self-Serve SmartVault, that is a SmartVault that the shipper has packed all the contents for and entirely loaded, is secured by the shipper and the driver for transportation. This happens when the SmartVault is locked with the shipper's lock and the driver applies his seal to the SmartVault. If Smart Move has arranged to either pack some of the items for the shipper or to load the SmartVault for the shipper, then valuation coverage begins when the goods that are being packed and/or loaded come into Smart Move's (or its service provider's) care, custody and control. In those situations, Smart Move's representatives will prepare an inventory that shows the condition of

the goods being packed and/or loaded. Unless a Shipment is placed in storage, coverage ends when a Self-Serve SmartVault is delivered or when the unloading and unpacking of the items is completed if these services are provided by Smart Move or the Shipment is unloaded into a mini-warehouse or other storage facility, including the facility of a Smart Move service provider.

12.8. Storage-in-Transit Valuation. When storage-in-transit is provided, an additional valuation charge of \$75.00 per vault applies for each six months during the storage-in-transit period commencing on the date that is 29 days after pickup of the Shipment. If excess valuation coverage is obtained under Item 12.4, an additional charge of \$75.00 per each \$10,000 increment shall also apply for each six months during the storage-in-transit period. Valuation coverage ends for a Shipment in storage-in-transit on the earlier of: (1) delivery of the shipment; or (2) the date that a shipment is unloaded from a SmartVault.

ITEM 13: Claims

13.1. Claims in Writing Required. A claim for loss, damage, injury, or delay will not be paid by Smart Move unless filed in writing as provided in Item 13.2 with Smart Move within the specified time limits provided in the terms of the bill of lading (Item 4) or other contract of carriage.

13.2. Minimum Filing Requirements. A communication in writing from a claimant filed with Smart Move within the time limits specified in the bill of lading (Item 4), or contract of carriage or transportation, and (1) containing facts sufficient to identify the Shipment (or Shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

13.3. Documents Not Constituting Claims. Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by Smart Move or its inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by Smart Move as sufficient to comply with the minimum claim filing requirements specified in Item 13.2.

13.4. Estimated Amounts. Whenever a timely claim is presented against Smart Move for an uncertain or estimated amount, Smart Move will determine the condition of the Shipment involved at the time of delivery, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of Item 13.2.

13.5. Concealed Damage or Shortage. Smart Move must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the Shipment and packing.

13.6. Supporting Documents. Each claim must include the amount claimed for each article, the age of the article, the basis for the amount claimed (i.e., date article purchased, original cost) and, in the case of damage, a repair estimate. Smart Move may request additional supporting documents with respect to ownership and/or value of items claimed.

13.7. Payment of Charges. At its option, Smart Move may refuse to pay any amount due on a claim if the charges for the Shipment are unpaid or offset the amount of any charges due against the amount due on any claim.

13.8. Repair or Replacement. Smart Move may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind and quality at time of acceptance by Smart Move.

13.9. Processing. Smart Move will acknowledge receipt of each claim in writing to the claimant within 30 calendar days after its receipt by the carrier or the carrier's agent. Smart Move will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by Smart Move, provided that, if the claim cannot be processed and disposed of within 120 days after the receipt, Smart Move will advise the claimant in writing of the status of the claim and the reasons for the delay in making final disposition of it.

13.10. Salvage. All items that are replaced or for which the full current market value has been paid become the property of Smart Move.

ITEM 14: Miscellaneous Provisions

14.1. Change in Terms. Smart Move reserves the right to change these Service Terms at any time. While not designated as such, these Service Terms constitute a tariff and any reference to a tariff in connection with a Shipment shall be a reference to these Service Terms.

14.2. Additional Charges. In an effort to simplify these provisions, Smart Move has elected not to include certain items or situations that may result in additional costs in these Service Terms, but reserves the right to charge a reasonable amount to cover any eventuality or service not included in these Service Terms. For Individual Shippers, the charge for services provided by Smart Move (and not by any third party) that are not included in this tariff will be set out in the estimate.

1/01/2010