

EuroUSA Shipping, Inc.

Terms and Conditions

1. Interpretation

- 1.1 Any Reference in these conditions to "we" or "us" is a reference to the contractor.
- 1.2 Any Reference in these conditions to "you" is a reference to the Customer.
- 1.3 "Goods" means the goods being removed/shipped and or stored.

2. Quotations

- 2.1 Do not include any customs duties levies, customs inspections or fees payable to government or other statutory bodies and all such duties or fees (if any) will be payable by you in addition to the quoted price.
- 2.2 Although we may quote a fixed price we reserve the right to amend it or make additional charges if any of the following have not been taken into account when preparing the quotation
 - 2.2.1 If due to circumstances outside our control, the work is not carried out or completed within one month of the quotation date.
 - 2.2.2 Our costs increase as a result of currency fluctuations or changes in taxation or freight charges beyond our control.
 - 2.2.3 We have to collect or deliver goods above the first upper floor.
 - 2.2.4 We supply any additional services
 - 2.2.5 There are delays outside our reasonable control in which event we will make additional charge for waiting time calculated in accordance with our standard rates applicable at the time.
 - 2.2.6 Access to the collection or delivery point is inadequate or the approach is unsuitable for our vehicles or crews.
 - 2.2.7 Any parking or other fees or charges that we have to incur and pay in order to carry out the services you require. In all these circumstances, you will be responsible for the extra charge.
- 2.3 Our quotation is not a guarantee that we have vehicles available on the day you require.

3. Work Excluded from our quotations

- 3.1 Dismantle or assemble unit-furniture (flat pack), fittings or fitments (and in any event these works will not be covered by any insurance provided)
- 3.2 Disconnect or reconnect appliances, fittings or equipment.
- 3.3 Remove or lay fitted floor coverings.
- 3.4 Take down or Re-hang curtains, blinds or other window coverings.
- 3.5 Move night storage heaters unless they are dismantled.
- 3.6 Move or store any items excluded under clause 4.
- 3.7 Move any item or items, which our removal crew reasonably believes they cannot move safely, or the removal of which may damage the item or items in question or its or their surroundings.

4. Excluded Property (The following items are specifically excluded from this contract and will not be removed)

- 4.1 Jewelry, watches, trinkets, precious stones, money, deeds, securities, stamps, coins, or goods or collections of similar kind.
- 4.2 Potentially dangerous, damaging, or explosive items.
- 4.3 Good likely to encourage vermin or other pests or to cause infection.
- 4.4 Refrigerated or frozen food or drink.
- 4.5 Any animals and their cages or tanks including pet's birds or fish.
- 4.6 Any item or items not licensed or allowed into the country of destination
- 4.7 Furs, perfumery, wines, spirits, tobacco, cigars, cigarettes, foodstuffs, perishable goods, or any kind of explosives. Such goods will not be removed by us except with prior written agreement. If you submit such goods without our knowledge and prior to written agreement we will not be liable for any loss or damage except when death or injury is caused by our negligence or that of our employees or agents and you will indemnify us against any charges, expenses, damages or penalties claimed against us by third parties. In addition we shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4.2, 4.3, 4.4, 4.5, 4.6 & 4.7
- 4.8 Breakage of owner packed property unless the box or containers show signs of external damage.

5. Customers Responsibility. (it is your sole responsibility to):

- 5.1 Declare to us the proper value of the goods
- 5.2 Obtain at your expense all documents necessary for the removal to be completed.
- 5.3 Be present yourself or appoint a representative at the departure and destination points to ensure that nothing is removed or left in error or is left in the wrong room.
- 5.4 Prepare adequately and stabilize all appliances prior to their removal. Other than by reason of our negligence we will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters

6. Ownership of the Goods

- 6.1 The goods are your own property; or
- 6.2 You have the authority of the owner of the property to make this contract in respect of the goods You will be responsible to pay for any claim for damages and/or costs against either the above if this proves to be untrue.

7. Postponements / Cancellations

- 7.1 If you postpone or cancel this contract, we may charge according to how much notice you provide prior to the agreed removal date: A \$300.00 U.S. Dollar Deposit is Required to secure a collection date. The deposit is Refundable upon cancellation if 72 working hours notice is given. If you cancel your collection date without 72 working hours notice, you will forfeit your \$300.00 U.S. Dollar deposit.

8. Payment of Moving / Shipping Charges

- 8.1 Unless you have written agreement to the contrary you must pay our charges so we have cleared funds in advance of the removal / delivery. Unless we agree otherwise, you may not withhold any part of the agreed price. Interest at 2% per month calculated on a daily basis is charged on all overdue accounts. We reserve the right to terminate this contract if payment is not received before the removal date, and not to carry out any service quoted for. Failure to comply with our payment terms will also mean the goods are not insured.
- 8.2 Charges shall be deemed fully earned on receipt of the goods by the contractor and shall be paid and non-returnable in any event, whether vessel or inland carrier and/or cargo lost or not lost.
- 8.3 The charges shall be paid without any set off, counterclaim, deduction, or stay of execution.
- 8.4 Any person, firm, or corporation engaged by any party to perform forwarding services with respect to the goods shall be considered the exclusive agent of the customer for all purposes and any payment of freight to such person, firm, or corporation shall not be considered payment to the contractor in any event. Failure of such person, firm, or corporation to pay any part of the freight to the contractor shall be considered a default by the customer in the payment of the freight.
- 8.5 Should the customer fail to make timely payment of the applicable shipping and moving charges, the customer shall be liable to the contractor for all costs and expenses including attorney's fees associated with the collection of such freight from the customer plus 6% of interest calculated from the date of freight became Due

9. Our liability for Loss or Damage

- 9.1 In the event that we lose or damage your goods, if we are liable, we will pay you up to a maximum of \$5.20 per lb per each item which is lost or damaged, to cover the cost of repairing or replacing the item. In this respect, an item is defined as any one article, suite, pair, set, complete case, package, carton or other container.
- 9.2 We may choose to repair or replace the damaged or lost item. However if you choose to repair the item we will not be liable for any depreciation in value.
- 9.3 Other than because of our negligence we will not be liable for any loss, damage or failure to deliver the goods if it is caused by any of the following circumstances:
 - 9.3.1 Fire however caused
 - 9.3.2 War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, Industrial action or other such event outside our reasonable control.
 - 9.3.3 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

- 9.3.4 Cleaning, repairing, or restoring unless we did the work.

- 9.3.5 Moth or vermin or similar infestations

- 9.3.6 Electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.

- 9.4 Additionally we will not be liable for any loss or damage to:

- 9.4.1 Any goods in wardrobes, drawers, or appliances, or in any packaging, bundle, case, or other container not either packed or unpacked by us.

- 9.4.2 Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of similar kind, unless you have previously given us full information including value, and we have confirmed in writing that we will accept responsibility in accordance with 9.1 above

- 9.4.3 Goods which have a relevant proven defect or are inherently defective

- 9.4.4 Animals and their cages or tanks including pets, birds, or fish.

- 9.4.5 Plants

- 9.4.6 Refrigerated or frozen food or drink

- 9.5 Other than because of our negligence, we will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to deliver the goods.

10. Delays in transit

- 10.1 Unless we give a specifically agreed written time scale then arrival or departure times are on estimate only
- 10.2 If we do not keep to an agreed written time scale schedule and any delay is within our reasonable control we will pay your reasonable expenses which arise as a result of our not keeping to the agreed written time schedule. If through no fault of ours, we are unable to deliver your goods we will take them to store. This contract will then be fulfilled and any additional service(s) including storage and delivery will be at your expense.

11. Methods & Route of Transportation

- 11.1 We may at any time and without notice to you, use any means of transport or storage whatsoever, load or carry the goods on any vessel, transfer the goods from one conveyance to another including transshipping, at any place unpack and remove goods which have been stuffed in a container or crate and forward the same in any manner whatsoever, proceed at any speed and any route at contractors discretion (whether or not the nearest or most direct or customary or advertised route) and unload goods from any conveyance at any place.

- 11.2 The liberties set out in (11.1) above may be invoked by the contractor for any purposes whatsoever whether or not connected with the carriage of goods. Anything done in accordance to (11.1) above or any delay arising there from shall be deemed to be within the contractual carriage and shall not be a deviation of whatsoever nature or degree.

12. Damage to premises.

- 12.1 We shall only be liable for damage to premises caused by our negligence; Any damages to premises must be noted on the delivery receipt and confirmed in writing to us within seven days unless you request a reasonable extension, which we agree in writing.

13. Time limits for Claims

- 13.1 We will not be liable for any loss or damage to any goods unless any claim for loss or damage is notified to us in writing within seven days (this is a requirement of insurers) of either their collection by you or delivery by us to their destination, unless you request a reasonable extension which we agree in writing.

14. Our rights to withhold or dispose of goods

- 14.1 We have legal right to withhold or (subject to complying with the notice procedure in condition 17.6) ultimately dispose of some or all of the goods until you have paid all charges and other payments due under this contract. These include any charges that we have paid out on your behalf. While we hold the goods and wait for payment, you will be liable to pay all storage charges, other costs incurred as a result of our withholding your goods, and these terms and conditions will continue to apply.

15. Law and Jurisdiction

- 15.1 To or from United States Ports, The claims arising from or in connection with or relating to any cargo shipped by the contractor shall be exclusively governed by the law of the United States. All action concerning custody or carriage whether based on breach of contract or otherwise shall be brought before the United States District Court in Maryland.

- 15.2 To and from non US Ports, the claims arising from or in connection with or relating to any cargo shipped by the contractor shall be governed by English law. Any and all actions concerning custody or carriage whether based on breach of contract or otherwise shall be brought before a London court of competent jurisdiction.

16. Sub-contracting the work

- 16.1 We reserve the right to sub-contract some or all of the work for which we have provided a quotation without reference to you
- 16.2 If we sub-contract these terms conditions will still apply in full.

17. Storage Services

- 17.1 If you require storage facilities, you are obliged to provide a forwarding address and notify us in writing if it changes. All correspondences and notices will be deemed to have been received by you seven days after posting it to the last forwarding address recorded by us

- 17.2 The manner in which goods are transported and whether we use conventional or containerized storage shall be within our sole discretion unless otherwise confirmed in writing.

- 17.3 Where we provide an inventory of goods stored on your behalf it will be accepted accurate unless you provide us with written notice of any errors or omissions within 14 days of our posting the inventory to you.

- 17.4 All charges for storage services are payable in advance. All our charges including removal charges must be paid in full in cleared funds before any goods are released from storage and we shall be entitled to exercise a lien over those goods until we receive payment of all charges due from you to us.

- 17.5 We review our storage periodically, you will be given 28 days notice in writing of any increases following which our revised rates as notified will apply. We will always act reasonable in reviewing our storage charges.

- 17.6 On giving you 28 days notice we are entitled to require you to remove your goods from our custody and pay all money due to us. Any such notice will tell you that we will dispose of your goods three months thereafter if you fail to pay all outstanding sums due to us and, in that event, we will do so without further notice. The cost of the sale or disposal will be charged to you. The net proceeds will be credited to your account and any eventual surplus will be paid to you without interest.

- 17.7 If your payments are up to date, we will not end this contract except by giving you three calendar months notice in writing. If you wish to terminate your storage contract, you should give at least 14 working days notice. Whilst we will use reasonable endeavors to arrange the release of your goods on the dates you request, specific dates cannot be guaranteed.

- 17.8 If you choose someone else to collect your goods from our storage facilities we are entitled to make a charge for handing them over. Our responsibility for such goods will cease upon their being handed over to your chosen representative.

18. Lien

- 18.1 The contractor shall have a lien for general average contribution and for freight for the carriage of the goods and on any documents relating to the goods as well as in respect to unpaid freight from any previous carriage on behalf of the customer who owes that freight to the contractor. The contractor has the right to sell the goods at public or private sale without notice to the customer to satisfy the lien in whole or in part, if the proceeds of the sale fail to cover the whole amount due, the contractor is entitled to recover the deficit from the customer.

19. Whole Agreement

- 19.1 These Terms and Conditions together with our quotation and any policy of insurance we arrange for you are intended to form the whole agreement between us and to prevail over any verbal discussions. Should we mutually agree to any variation of these terms and conditions such variation should be confirmed in writing. Any variation however agreed shall never invalidate the remainder of these terms and conditions.