



## TERMS & CONDITIONS

**Our proposal:** Unless otherwise specified, the Estimate contained in Pathway's Work Estimate (proposal for service) is valid for thirty (30) days from the date of issue. Our estimate covers only the articles and services listed and otherwise stated; our estimate does not include insurance, inspection fees, taxes or charges payable to government agencies. Final costs and charges of your move is based upon the actual time worked and the actual material used unless a specified firm fixed price is agreed upon within the proposal for service.

**Payment conditions:** Unless otherwise specified, payment is due in full at the time of service. If for any reason this matter is referred to collection, the client shall be responsible for all costs, including but not limited to, agency fees, attorney fees not less than forty (40%) of the amount due and court costs.

**Liabilities of company:** Pathway assumes no liability of any kind for loss or damage to property, including those caused by or resulting from an Act of God, any acts of governmental agencies, public enemy, delays, early shipments, late shipments, or other causes.

**Insurance:** The Estimate contained in Pathway's Proposal excludes insurance. Pathway offers a third-party insurance solution for Clients choosing to purchase a policy to ensure their belongings. Insurance is an additional charge, the insurance premium is 3% of the total value of goods being moved or 400,000 Ks (\$300), whichever is greater. Insurance is not guaranteed and is at the discretion of the underwriter to grant or deny. All insurance policies must be requested and issued prior to moving. By agreeing to purchase insurance, the Client must submit all requests for information in a timely manner to ensure that a policy can be issued. Paperwork may include but is not limited to a detailed inventory list and valuation of goods. If the Client purchases insurance, Pathway will coordinate and submit all paperwork necessary for the underwriter to evaluate the insurance request. Insurance excludes mechanical and electrical derangement, recalibration, malfunction and loss of data. If the items are used (not new), insurance excludes marring, denting, chipping, scratching and all preexisting conditions. All loss and/or damage must be noted at time of delivery on the carrier's paperwork. Insurance is underwritten by Inter Trans Insurance Services Inc. (ITI), Irvine, CA, USA.

**Insurance claims:** Must be filed in writing by the client upon receipt of the insured goods. Under no circumstances will the amount of the claim be withheld or short paid from any balance due reflected on the invoice. Full payment of all charges due to Pathway shall be a condition precedent of the client's right to file any claim. Pathway has the first right to inspect and repair allegedly damaged items.

**Mechanical, electrical, furniture:** Pathway personnel are not responsible for the derangement of or damage to mechanical equipment or systems, computers, IT equipment, servers, audio/visual equipment and parts thereof, electronic office equipment, or like articles. Laptop computers will not be moved by Pathway. Due to the fragile nature of press/particle board furniture, KD (knock-down) furniture and previously damaged/repaired items.

**Scope of service changes:** Any changes that are requested by client regarding time/equipment schedules must be made no later than 72 hours prior to moving day. Any changes made within 72 hours prior to the move date may result in additional costs. Overtime rates may be charged for any such changes when the service crews are already on overtime from previous work or when the request causes overtime for upcoming work which Pathway cannot recover. The Client also agrees there is no guarantee last minute-changes can be performed. The Client is responsible for charges resulting from changes in the size, scope and/or conditions of the move. All prices are quoted with the assumption that applicable access areas are provided for use with no interruption in the flow of goods — especially truck parking and elevators. Any non-moving use that occurs during the relocation may result in additional time and costs. Client must prepare (block off) a front entrance parking area, free of cars, which allows access to large trucks. Any significant changes in weather or traffic that cause a delay in estimated time may result in additional costs. All applicable elevators must be reserved by the client through building management and have controls available for crews. A qualified elevator repair firm or technician should be placed on-call by client for all applicable moving times. All estimates are based upon exclusive use of elevators and loading areas. Pathway is not responsible for delays such as those resulting from construction activity, elevator failure or non-exclusive use of the elevator and/or limitations or restrictions to access areas necessary to perform services.

**Unforeseen contingencies:** Pathway is not responsible for unforeseen contingencies and/or problems that occur from "good faith" service attempts made by Pathway in response to client's request that exceed moving and storage services and/or not outlined in the proposed scope of services. This includes services normally performed by a tradesman or contractor in areas requiring specialized skills.

**Indemnification:** Each Party agrees to indemnify, hold harmless, and defend the other Party and its agents, employees, officers, directors, and Clients from any and all costs and expenses, including attorney's fees, on account of any, all, and every third party demand or claim, or third party assertion of liability arising, or alleged to have arisen, out of the negligent act or omission or the willful or intentional misconduct of the party from whom indemnity is sought, its agents, employees, officers, directors, or subcontractors, in connection with the provision or use of services provided hereunder. Each Party agrees to provide the other Party with timely notice of any potential claim covered by this clause and to provide reasonable assistance to the other Party in the defense and/or settlement of such claim. Neither Party shall be liable for lost profits, loss of use, or interruption of business, nor for consequential, indirect, special, punitive, or incidental damages incurred by the other Party as a result of this agreement.