

TERMS & CONDITIONS

Introduction: These conditions explain the rights, obligations and responsibilities of all parties to this agreement. Where we use the word 'you' or 'your' it means the customer. 'We', 'us' or 'our' means the remover.

Our Proposal: Our quotation, unless otherwise stated, does not include insurance, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies. Our estimate is valid for thirty (30) days from the date of issue; our estimate covers only the articles and services listed and otherwise stated. Final costs and charges of your move are 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.

Mechanical/electrical: Pathway personnel are not responsible for the derangement of or damage to mechanical equipment or systems, computers, I/T equipment, servers, audio/visual equipment and parts thereof, electronic office equipment, or like articles, unless due to negligence by Pathway personnel as evidenced by external damage.

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. 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.

Claims: Must be filed in writing by the client within 10 days after completion of the services. 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. Claims will be settled based on the elected valuation. If neither option is chosen then the coverage will default to standard valuation.

Payment conditions: Unless otherwise stated in the estimate, payment is required at the completion of services. In default of such payment, we reserve the right to refuse to commence or continue with the removal or storage service until such payment is received. If payment terms are granted, such as net 30, 1.5% per month interest will be added to invoices 30 days or more past due. 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.

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. 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 for Pathway to perform services.

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

Liabilities of company: Pathway assumes no liability of any kind for loss or damage to property caused by or resulting from an Act of God, any acts of governmental agencies, public enemy, delays, early or late shipments, or other causes beyond our control. Pathway liability is further limited to the valuation coverage selected by the Client in accordance with the VALUATION provisions set forth below. Pathway does not insure goods or property on behalf of the customer. **PATHWAY RECOMMENDS THAT THE CLIENT OBTAIN ADEQUATE INSURANCE TO PROTECT AGAINST LOSS OR DAMAGE OF PROPERTY.**