



Terms & Conditions

To follow serves as agreement to all parties for rights, obligations and responsibilities served in this contract. The words “you” or “your” refer to the customer (private individual) and/or client (national account). The words “we”, “us”, or “our” refer to Westerberg GMS (Westerberg Global Mobility Services) and its affiliates. Terms and Conditions may be amended at any time without notice. However, a current copy is available at our website: www.westerberggms.com/.

Article I. Quotation

Section 1.01 *Our price quote is valid for 30 days from the date of the quotation*

Section 1.02 *Quotes do not include insurance, duties, taxes, inspection fees or terminal handling charges at origin or destination*

Section 1.03 *Pricing may change as the result of change in circumstances of your relocation, or services are required that were not specified in the original quotation. These exceptions include, but are not limited to the following:*

- (a) Your move takes place after the 30 days validity period
- (b) Items have been added that were not included the original survey estimate
- (c) Move dates are requested/required for a Saturday, Sunday or public Holiday
- (d) Services are requested outside of normal business hours (8:00 am – 5:00 pm)
- (e) Steamship containers and/or vessel space are not available at the time of loading, and therefore require handling into our warehouse and storage
- (f) Adding or removing items after your shipment is loaded
- (g) Fuel prices rise more than 10% in 30 days
- (h) Access to residence at origin or destination prohibits the normal movement of goods in or out of residence

Article II. Services Not Included in Quotation

Section 2.01 *Unless specified in our written quotation, we will not provide the following services:*

- (a) Disassemble or remove any furniture that is fixed/bolted to a wall or other structure of the residence or outbuilding
- (b) Remove draperies or blinds
- (c) Disconnect or remove stereo speakers, home theater systems, surround sound systems or flat screen televisions
- (d) Disconnect appliances
- (e) Remove items from attics or crawl spaces unless there is ample room and access, a steady floor to support crew, and the items were shown to the estimator during the pre-move survey visit
- (f) Dispose of unwanted items
- (g) Empty contents of freezers or refrigerators
- (h) Dispose of or move any items listed in section Article IV

Section 2.02 *Our staff is not authorized to carry out such services. You must make arrangements with the appropriate specialty company to have these services performed prior to our crew's arrival at residence*

Article III. Your Responsibilities

Section 3.01 *Have in your possession or in place all proper immigration, Customs and personal documentation to legally export your goods from the origin country and legally import your goods to the destination country*

Section 3.02 *Purchase appropriate transit insurance to cover loss and/or damage to your goods during transit*

Section 3.03 *Be present at residence at origin during the packing and loading process, and again at destination during the delivery process*

Section 3.04 *READ and sign the agreed inventories and other documentation pertinent to the transport of your goods*

Section 3.05 *Inspect your residence immediately after loading before the crew departs to ensure that all items to be shipped have been removed, and to ensure that no items were removed in error*

Section 3.06 *Arrange for any scheduling with your home owner association, building manager or landlord for elevator use or permissions*

Section 3.07 *Secure pets at origin and destination to ensure the safety of the pets and crew*

Section 3.08 *Remove all cash, jewelry and important personal documents from your home prior to the crew's arrival to ensure they are not packed or lost.*

Section 3.09 *Provide us with contact information that will be valid throughout the relocation process*

Section 3.10 *We will not be responsible for any loss, damage or additional charges that may arise due to failure to comply with these (Section 3.01-3.09) responsibilities.*

Article IV. Prohibited Articles – Goods that may not be submitted for shipment

Section 4.01 *Unless previously agreed in writing by management of Westerberg GMS, the following items are not allowed for inclusion in any shipment – air, sea or storage. These items are prohibited for storage in any assigned warehouse and are prohibited for transportation.*

- (a) Stolen goods
- (b) Drugs, narcotics and/or paraphernalia
- (c) Weapons of any kind
- (d) Ammunition, explosives
- (e) Any item made from skins or parts of any animal on the Endangered Species List
- (f) Plants or perishable items
- (g) Corrosive materials, compressed gases, flammables

If these items are included for shipment, we accept no responsibility for loss, damage, confiscation, fines or penalties associated with shipment. You will furthermore pay any penalties, damages and/or legal fees to us as a result of inclusion of such items.

Article V. Ownership of Goods

Section 5.01 *By entering into this agreement, you guarantee and affirm the following*

- (a) The goods you have requested to be removed belong to you
- (b) All other persons with interest in the goods being removed are aware of and have consented to their removal
- (c) You will pay us damages and costs rendered against us if 5.01a and 5.01b are found not be true

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Article VI. Charges for Postponing or Canceling Your Move

Section 6.01 *If you cancel or postpone this Agreement or services, we will charge according to amount of notice given as noted below. "Business Days" refers to Monday through Friday only, and excludes national Holidays.*

- (a) More than 5 business days, no charge
- (b) Between 3-5 business days, 30% of the total quoted estimate will be charged
- (c) Less than 3 business days, 50% of the total quoted estimate will be charged

Article VII. Payment

Section 7.01 *Unless otherwise agreed by Westerberg GMS in writing:*

- (a) Payment in certified funds (cashier/bank check or wire) is due and payable in advance of removal
- (b) No portion of the agreed invoice total may be withheld
- (c) All sums overdue to Westerberg GMS will accrue and be charged interest of 2% per day

Article VIII. Our Liability for Loss or Damage

Section 8.01 *Our liability for breach of Contract or negligence is limited to that detailed in 8.01a. Alternatively, you may increase our liability by purchasing transit insurance detailed in 8.03.*

- (a) Loss or damage determined to be caused from our negligence while in our possession – or the negligence of one of our contracted agent partners while in their possession - will be reimbursed up to USD 0.60 per pound, per item with a maximum of USD 60.00 per item, or the actual repair or replacement cost – whichever is LESS. An "item" is considered a carton/box or bundled inventory item clearly marked on the inventory. We accept no liability for any item not listed on the packing inventory.
- (b) We will not cover or reimburse for damage or loss due to negligence of vendors or agents contracted by any party other than Westerberg GMS.
- (c) We will not cover or reimburse for damage or loss for any item confiscated, damaged, lost or stolen by any government body including Customs Authorities at origin, destination or in between.
- (d) We will not cover or reimburse for damage or loss of any Prohibited Article (see Article IV)
- (e) Liability for damage or loss occurring during transport by vessel, airplane or truck will be limited to the liability set out by that particular carrier
- (f) If an ocean going vessel/conveyance should misroute your goods to any other place other than the original consigned destination, or if the vessel is damaged or completely destroyed, you have very limited recourse for damage/loss recovery, and in fact by Maritime Law you could be liable for General Average contribution i.e. the cost of preserving the vessel and cargo recovery, salvage of the vessel or the additional cost of onward carriage to the place of destination. This is an insurable risk. It is YOUR responsibility to purchase the appropriate transit insurance for your shipment

Article IX. Damage to Property Other Than Goods

Section 9.01 *Because other third party contractors are often on site at the time of packing, loading and delivery, are liability for property damage is limited to:*

- (a) If our crews cause damage to premises or property other than goods identified for removal through negligence our liability will be limited to making good the damaged area only.
- (b) If damage is caused to premises or property as a result of your direct/express instructions, against our advice, and where instructed to move the goods are likely to cause damage, we will not be liable.
- (c) If we are responsible for damage to premises or property when removing or delivering your goods, you must note it on the origin or destination paperwork provided by the crews at the time of loading or delivery.

Article X. Exclusion of Liability

Section 10.01 We will not be responsible for any loss, damage or failure to produce your goods caused by the following:

- (a) Fire regardless of cause
- (b) War, invasion, acts of foreign enemies, terrorism, hostilities, civil war, government actions, rebellion, military coup, act of god, third party industrial action or any other events outside of our reasonable control
- (c) Normal aging, deterioration, or wear and tear
- (d) Leaking or evaporation of liquids or unstable goods.
- (e) Melting or disfigurement due to heat
- (f) Mold, mildew or damage cause by vermin
- (g) Cleaning, repairing or restoring unless directly contracted by us
- (h) Mechanical derangement or electrical defect with no obvious signs of external transit damage

Section 10.02 We will not be responsible for damage, loss or failure to produce goods for the following:

- (a) Any items not packed or unpacked by us
- (b) Damage shown to be preexisting prior to our taking possession of goods
- (c) For animals/pets and their cages including birds and fish
- (d) Plants
- (e) Perishables or any items listed as “prohibited articles”
- (f) Loss of use, amenity, intrinsic or “sentimental” value

Section 10.03 No employee of ours will be separately liable to you for any loss, damage, mis-delivery, errors, omissions or negligence under this Agreement

Article XI. Time Limit for Claims

Section 11.01 For goods which we deliver, all visible damage, loss or missing items must be reported in writing at the time of delivery on the signed delivery packing inventory. Signing for an item is legal receipt of goods.

Section 11.02 If you or your appointed agent collect goods from our warehouse, you must note and report damage at the time of collection/handover to you or your representing party

Section 11.03 Not excluding clauses VII, IX, & X, will not be liable for any loss or damage unless notified by you in writing as soon as damage is discovered, but not to exceed 7 business days after delivery. This time limit may be extended through purchase of transit insurance in which the policy's rules, regulations and restrictions will apply.

Article XII. Delay in Transit

- (a) Other than by our direct neglect, we will not be liable for delays in transit. We are not liable for costs associated with delays caused by transportation carriers such as truckers, ocean carriers and air carriers or government bodies including Customs Authorities.
- (b) If through no fault of our own we cannot make delivery when goods are made available for delivery they will be placed in storage. Storage and storage related charges will be at your expense.

Article XIII. Our Right to Hold Goods

Section 13.01 We have the right to hold and ultimately dispose of some or all goods due to lack of payment of ALL charges and any payments due under this Agreement. Charges include – but are not limited to – full charges associated with our quotation and any charges advanced on your behalf. While your goods are being held, storage and other transportation costs incurred will be added to those due to us. The terms and conditions of the Agreement will continue to apply.

Article XIV. Our Right to Subcontract Work

Section 14.01 We reserve the right to subcontract some or all of the work performed in accordance with this Agreement

Section 14.02 All subcontracted work is subject to the terms and conditions of this Agreement

Article XV. Routing and Method

Section 15.01 We reserve the right to choose routing, carrier and method of transport under this Agreement

Section 15.02 Unless specified in our quotation, we reserve the right to utilize weight/volume/space available in any container or vehicle for other customers

Article XVI. Advice and Information for International Removals

Section 16.01 We will make every reasonable effort to provide you with the most current export and import requirements for export and import of your goods at origin and destination. However, local, national and global commerce, transport, export and import regulations are subject to change without notice, and therefore we will not be responsible for any incurred costs, damage, loss or delays due to changed or alternately interpreted regulations. It is your responsibility to verify all regulations at origin and destination prior to shipment of your goods to ensure compliance.

Article XVII. Applicable Law

Section 17.01 This contract is subject to United States of America Law and jurisdiction

Article XVIII. Your Forwarding Address

Section 18.01 You must make available an email address and physical post address for correspondence prior to commencement of services. You must notify us of all changes in this information. All correspondence will be considered "received" by you within seven (7) days after sending to the last current address you provided.

Section 18.02 If we are unable to contact you, and/or you do not respond to our communications, we will charge you any costs incurred while establishing your whereabouts.

Article XIX. List of Goods – Inventory

Section 19.01 Where we produce and provide to you an inventory (list of goods) or receipt of goods, it will be accepted as accurate and complete unless we receive written objection from you within 3 business days of having sent/given the inventory/receipt to you.

Article XX. Storage Charge Revision

Section 20.01 Storage charges are subject to increase/revision. You will be given 60 days (2 months) notice of any changes in storage or storage related charges.

Article XXI. Our Right to Sell and/or Dispose of Goods

Section 21.01 We reserve the right to sell or dispose of goods for charges in arrears of 90 days or more after all reasonable efforts to collect from you have been exhausted. The cost of the sale and/or disposal will be charged to you, and net proceeds will be credited to your account. Any surplus will be paid to you without interest. Alternatively, we may seek to recover any deficit or balance due us from you.

Article XXII. Termination

Section 22.01 If payments are current, we will not end this contract except by giving you 60 days notice in writing. If you wish to terminate your storage contract, you must give us at least 10 business days notice (excluding Saturdays, Sundays and public holidays). Storage charges are payable to the date the notice has taken effect or the delivery date, whichever is later.