

1. In these conditions the following expressions shall have the following meanings:

- (a) "Article" means each separate item carried or moved by the Company. For the avoidance of doubt, where two or more objects are packed together in one carton, such carton shall count as the Article.
- (b) "Company" means MOVE ONE INC.;
- (c) "Contract" means this contract between the Company and the Customer on the terms and conditions set out overleaf and herein;
- (d) "Customer" means the person contracting with the Company to provide the Services, whether or not he is the owner of the Goods, or Fixtures, as the case may be;
- (e) "Goods" Removal means the thing or things in relation to which Services are to be provided but excluding coins, cash, bank notes, cheques, money orders, postal orders, national saving certificates, premium bonds, travel tickets, passport, securities, manuscripts or documents of any description, jewelry including unset precious and semi-precious stones and bullion of whatever nature, and other like items;
- (f) "Fixtures" means the thing or things in relation to which Handyman Services are to be provided;
- (g) "Removal Services" means the services to be provided by the Company to the Customer, being some or all of the services listed in paragraph 2(i);
- (h) "Handyman Services" means the services to be provided by the Company to the Customer, being some or all of the services listed in paragraph 2(ii);
- (i) "Services" means any or all of the Removal Services and / or Handyman Services;
- (j) "Warehouse" means any premises or land at which the Company stores the Goods whether or not owned by it.

2. Subject to the terms of the Contract the Company agrees to provide the following services, such as are comprised within the Company's quotation to the Customer:

- (i) In Respect of the Removal Services:
  - (a) collect the goods from the location designated by the Customer;
  - (b) pack the Goods as appropriate;
  - (c) transport the Goods to the location designated by the Customer;
  - (d) provide storage for the Goods at a Warehouse;
  - (e) manage all relevant export/import or other formalities as appropriate.
- (ii) In respect of the Handyman Services:
  - (a) inspect the Fixtures and the premises at which dismantling and / or re-installing of the Fixtures are to be carried out;
  - (b) render oral advice as to the feasibility and procedures of dismantling and / or re-installing the Fixtures at such premises;
  - (c) dismantle the Fixtures and / or detach from the premises where they are located;
  - (d) pack the dismantled Fixtures as appropriate; and
  - (e) re-install the Fixtures at the premises designated by the Customer.

The Company may provide the Services through a sub-contractor or agent.

- 3. The Services are provided within normal working hours of the Company, which are 8:30 a.m. to 5:00 p.m. from Sunday to Thursday (middle east) Monday-Friday (outside middle east), excluding public holidays. Unless otherwise agreed by the Company upon payment of surcharges, the Company does not normally perform the Services on Fridays (middle east) or Sunday's (outside middle east) or any public holiday. Where the Services are not completed within the normal working hours on the dates stipulated in the quotation, the Company may upon the request of the Customer continue to perform the Services beyond the normal working hours for a surcharge or carry on the Services on subsequent dates to be agreed with the Customer at no extracharge.
- 4. The Company is not a common carrier.
- 5. Any quotation submitted by the Company to provide the Services shall be open for acceptance for a period of 30 days following the submission thereof, and shall thereafter be deemed withdrawn. The Customer accepts the quotation by either signing and returning the acceptance form attached to the quotation, or by instructing the Company to perform the Services pursuant to the terms of the quotation. The quotation may be withdrawn by the Company prior to acceptance. Any quotation is based upon the details provided to the Company by the Customer as regards the Goods and / or Fixtures and the Services requested by the Customer in relation thereto. If any such detail provided by the Customer shall be incorrect, the Company may adjust its charges accordingly.
- 6. Once accepted, the quotation shall form part of the Contract and all the terms therein shall be binding. In so far as the term or terms of the quotation are inconsistent with the terms herein, the terms of the quotation shall prevail to the extent of the inconsistency. If the Customer wishes to cancel or terminate the Contract before its full performance by the Company, the Customer shall be liable to pay a cancellation or early termination charge in a sum specified in the quotation to compensate the Company for any loss it shall sustain by reason of such cancellation or early termination. Such charge shall be without prejudice to any rights that the Company may have against the Customer in relation to such early termination. If amounts not specified then a cancellation fee of \$500 + expenses will be assessed.
- 7. The Company, to the exclusion of the Customer, shall decide how the Services are to be provided, and may vary its decision from time to time.
- 8. Any period of time within which the Company is to perform any part of the Services is an estimate only, and whilst the Company will use all reasonable endeavors to perform the Services at and within the agreed time, it shall not be liable for any loss or damage whatsoever (whether direct, indirect or consequential) arising from a failure to do so.

9. The Customer shall ensure that adequate access is available to all relevant premises for the purpose of performing the Services.

10. The Customer shall:

- (i) in respect of the Removal Services
  - (a) promptly supply the Company with any information concerning the nature of the Goods which the Company may request;
  - (b) in relation to the Goods, comply with all applicable laws, regulations and requirements relevant to the Company's provision of the Removal Services;
- (ii) in respect of the Handyman Services
  - (a) promptly supply the Company with any information concerning the Fixtures including their type, nature, structure, characteristics, dimensions, operational guides as to application and use (if any), and other information which in the opinion of the Company should be brought to the attention of the Company for the proper and efficient discharge of its duties in performing the Services.
  - (b) In relation to the installation of the Fixtures, comply with all applicable laws, regulations and requirements relevant to the Company's provision of the Handyman Services.
- (iii) In either case, not submit any Goods and / or Fixtures which are or include any dangerous, explosive, corrosive or other substance harmful to either person or the property of the Company or of others. The Customer agrees that if any Goods and / or Fixtures are submitted in contravention of this paragraph and loss or damage is thereby caused to the Company (whether directly or indirectly), the Customer will indemnify the Company against such loss or damage.
- (iv) In no event shall Company be responsible for loss or damage to documents, stamps, securities, artwork, heirlooms, jewelry or other articles of high and unusual value.
- (v) No Consequential Damages. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF COMPANY'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.
- (vi) Temperature or Humidity Controlled Storage. Unless specifically agreed to in writing, Company shall not be responsible for storage of the Goods in a temperature or humidity controlled environment. Customer knowingly accepts that the Goods will be warehoused in a non-temperature/humidity controlled environment. Company will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels of the warehouse. Company will furthermore not be responsible for losses or damages incurred to Perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage.

11. The Company shall, as soon as is practical after receiving the Goods and / or Fixtures, provide the Customer with a receipt for them. The receipt shall not specify or imply the contents of any closed container or warrant or imply that the Goods or Fixtures are in good, or any particular, state or condition.

12. During any time that the Goods are stored at any Warehouse (except temporary storage in transit) the Company will allow the Customer access to the Warehouse during normal working hours for the purposes of checking the Goods, and identifying any particular Goods that it wishes to remove provided that:

- (i) the Customer gives the Company 48 hours notice of his wish to inspect the Goods;
- (ii) at the time of delivery of the Goods to the Company, the Customer has registered one or more authorized signatories with the Company to whom access should be allowed;
- (iii) the person requesting access is, or appears to be from comparison of his signature with the specimen provided, an authorized signatory;
- (iv) the Customer pays the Company's reasonable charges from time to time thereof.

The Company shall not be liable for loss or damage arising from such access being permitted except to the extent that such loss arises as a result of the gross negligence or willful misconduct of the Company.

13. When the Customer wants to recover the Goods or part of them from storage, it shall give the Company such period of notice as shall be specified by the Company from time to time. If less notice than is required by the Company is given, the Company will use all reasonable endeavors to retrieve and deliver the relevant Goods by the requested time but shall not be responsible for any loss or damage arising from any failure to do so.

14. In consideration of the provision of the Services by the Company, the Customer shall pay to the Company:

- (i) Amount for the actual volume/ amount of goods moved. The quotation given is purely an estimate and client will be liable for the costs of the actual volume of goods moved.
- (ii) such charges for the Services as quoted in the quotation, or where there is no such quotation, such charges as calculated by reference to the Company's scale of charges in force from time to time which scale is available for inspection upon request; and
- (iii) any out of pocket expenses incurred by the Company in the provision of the Services; and
- (iv) additional charges which are incurred by the Company by reason of the Customer having altered his instructions to the Company in relation to the Services; and
- (v) reasonable charges for spare parts or replacement components where such parts or components are required and supplied by the Company to maintain the Fixtures in good working order

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15. Notwithstanding any other remedy available to the Company, the Company shall have a lien over all Goods and / or Fixtures in its possession or under its control in respect of any sums due to the Company by the Customer. Notwithstanding that the Company shall have a lien over any Goods and / or Fixtures, the Customer shall continue to be liable for any and all charges arising from the provision of the Services until all sums due to the Company have been received by it. If the Company exercises its right of lien on the Goods and / or Fixtures and such lien is not discharged within three months, then the Company shall be irrevocably authorized to sell or otherwise dispose of all or any of the Goods and / or Fixtures subject to the lien and apply the proceeds in or towards payment of the sums due to the Company, without notice being required to be given to the Customer.

16. The Customer warrants and undertake that all Goods and / or Fixtures in respect of which the Company is to provide the Services are either owned by the Customer or legally in its possession or under its control, and that the Customer is able to deal with the Goods and / or Fixtures as contemplated herein. The Customer agrees to indemnify the Company against any loss, damage or claim made against the Company arising from any lack of authority of the Customer to contract with the Company for the Services, or any breach of the warranty or undertaking given by the Customer under this paragraph.

17. Notwithstanding anything to the contrary herein the Company shall in no event be liable (whether in negligence or under contract) for:

- (i) in respect of the Removal Services:
  - (a) indirect, consequential or other loss arising from the Customer as a result of the Goods not being available to the Customer at any time for any reason;
  - (b) loss or damage caused by any event of force majeure including, without limitation, storm, fire, flood, explosion, theft, acts done with malicious intent by any person, or any other event outside the control of the Company;
  - (c) Loss or damage arising from the natural deterioration of the Goods;
  - (d) Loss or damage arising from any act or omission of the Customer or any other person acting on the Customer's behalf including a failure to declare or false declaration of value (and so that the Customer shall indemnify the Company accordingly);
  - (e) Any other loss or damage of whatever nature, including but not limited to any loss of or damage to any internal parts of any object, unless the Customer is able to prove that the same is directly attributable to the negligence of the Company.

In no case whatsoever shall the liability of the Company howsoever arising exceed \$0.60 per pound per Article, or \$4.00 per cube foot per Article, whichever is the greater, provided always that such liability shall not exceed the maximum value of the Article or such Article or part of the Goods which is lost or damaged. The Customer expressly agrees to take out insurance for additional cover in respect of any loss or damage, which he may incur under this contract.

- (ii) In respect of the Handyman Services:
  - (a) any design defect in, or malfunction due to faulty materials or workmanship, of the Fixtures whether or not such defect or malfunction is apparent or known to the Company;
  - (b) any neglect, misuse or error or omission relating to the operation of the Fixtures by the Customer; any modification, adjustment or repair to the Fixtures made by the Customer or a third party whether or not such modification, adjustment or repair is apparent or known to the any modification, adjustment or repair to the Fixtures made by the Customer or a third party whether or not such modification, adjustment or repair is apparent or known to the Company;
  - (a) any design defect in, or malfunction due to faulty materials or workmanship, of the Fixtures whether or not such defect or malfunction is apparent or known to the Company;
  - (b) Company;
  - (c) normal wear and tear of the Fixtures, subject of the Fixtures to unusual physical or electrical stress or any failure or fluctuation of electrical power;
  - (d) loss or damage caused by any event of force majeure including, without limitation, storm, fire, flood, explosion, theft, acts done with malicious intent by any person, or any other event outside the control of the Company;
  - (e) failure on the part of the Customer to comply with his obligations under Clause 10(ii) herein;
  - (f) any other cause of whatever nature unless the Customer is able to prove that the same is directly attributable to the negligence of the company

In all other cases, the liability of the Company to the Customer in respect of any loss or damage he may incur under this Contract shall be limited to the total amount of charges payable by the Customer under the quotation.

- (iii) In either case, nothing in these conditions shall, or shall be deemed to, exclude or limit the liability of the Company for a negligent act or omission resulting in the death of, or personal injury to, any party to whom the Company owes a duty of care, save to the extent that such limitation or exclusion is permissible by law.

18. These conditions shall continue for as long as the Company is providing the Customer with any of the Services. The Company may however, upon 7 days' written notice require the Customer to remove any Goods and / or Fixtures being stored by it from any Warehouse and, if the Customer fails to designate a place for alternative storage, deliver the same to the Customer at the premises from which they were originally collected.

19. The Company shall not be under any liability in respect of any claim arising out of or in connection with the loss of or damage to any Goods and / or Fixtures unless:

- (i) a claim in writing is received by the Company within two weeks from the date the Customer becomes, or reasonably should become, aware of the occurrence of the loss or damage; or if the claim arises from non-delivery or misdelivery, at the time when delivery ought to have been made;
- (ii) an action pursuant to Clause 24, below, shall have been commenced within 6 months from the Customer becoming aware of the occurrence of the loss or damage; or if the claim arises from non-delivery or misdelivery, at the time when delivery ought to have been made.

Where there has been a failure to comply with any of the aforementioned time limits, the claim shall be deemed to have been waived and shall be absolutely barred.

20. No liability for damage to Goods and / or Fixtures will be accepted by the Company unless the Company has been given a reasonable opportunity to inspect such damage.

21. Damage to premises

Third party contractors are frequently present at the time of collection or delivery. It is not always possible to establish who was responsible for loss or damage, therefore the Company's liability for loss or damage is limited as follows:

- (i) If the Company causes loss or damage to premises or property other than the goods for removal as a result of its own negligence or breach of contract, the Company's liability shall be limited to making good the damaged area only.
- (ii) If the Company causes damage as a result of moving goods under the Customer's express instruction, against the Company's advice and where moving the goods in the manner instructed is likely to cause damage, the Company shall not be liable.

22. If the Company is responsible for causing damage to the Customer's premises or to property other than goods submitted for removal, the Customer must note this on the worksheet or delivery receipt as soon as practically possible or by the following working day. This is fundamental to the agreement. If the Company recognizes pre-existing damage to either the origin or destination property, the Company will note this and photograph it when possible to avoid any misunderstanding about the Company's negligence during the move.

23. The Customer undertakes that no claim shall be made against any servant or agent of the Company which imposes or attempts to impose upon him any liability whatsoever in connection with the Services and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof. Without prejudice to the foregoing, all such servants or agents shall have the benefit of all provisions herein as if such provisions were expressly for their benefit. In entering into any contract incorporating these conditions, the Company, to the extent of those provisions does so not only on its behalf but also as agent and trustee for such servants and agents.

24. If any of these conditions or any part thereof shall, in any case, be held to be invalid or to have failed the test of reasonableness within the meaning of the Control of Exemption Clauses Ordinance, such term or provision shall be deemed to be severed as if such term or provision had not been contained herein but without affecting the remaining conditions.

25. This Agreement is governed by and shall be construed in accordance with the laws of England. Non-contractual obligations (if any) arising out of or in connection with this Agreement (including its formation) shall also be governed by the laws of England.

Any dispute or difference arising out of or in connection with this agreement (including without limitation any question regarding its existence, validity, interpretation, performance or termination) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (the "Rules"), which Rules are deemed to be incorporated by reference into this clause. It is agreed that:

- (i) The number of arbitrators shall be three;
- (ii) The appointing authority for the purposes of the Rules shall be the London Court of International Arbitration;
- (iii) The seat, or legal place, of arbitration shall be London;
- (iv) The language to be used in the arbitration shall be English;
- (v) In addition to, and without any limitation whatsoever of, the powers conferred by the law of the seat of the arbitration, the arbitral tribunal shall have the power to order specific performance of a contract relating to land;
- (vi) Unless the parties expressly agree in writing to the contrary, the parties undertake as a general principle to keep confidential all awards in the arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain - save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.