

**Exceptions to Carrier Liability:** Neither the Carrier nor the Vessel shall be responsible for loss or damage arising or resulting from (a) Act of God; (b) Act of War; (c) Act of public enemy; (d) fire, unless caused by the actual fault or privity of the Carrier; (e) perils, dangers and accidents of the sea or other navigable water; (f) inherent defect, quality or vice of the goods; (g) goods packed by Shipper; (h) any other cause arising without the actual fault and privity of the Carrier. Additionally, mechanical vehicles including but not limited to automobiles, motorcycles, scooters, boats, airplanes, ATVs, go-carts, riding lawnmowers, tractors, and other similar vehicles are transported at the sole risk of the shipper since all coverage for those items is waived against the Carrier, its agents or representatives. TP shall not be held responsible for any items insisted by shipper to be moved through impassible passageways or other impassible openings.

**Filing of Claims:** Pursuant to the applicable Maximum Rate 4 Tariff, any claim against a carrier must be filed, in writing, not less than 9 months from the move. Additionally, lawsuits must be filed within 2 years. To receive any claim amount you must pay you bill in full first. If you file a claim you must permit us reasonable means to investigate your claim.

**Interest:** a charge of 1.5% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts. Furthermore, the shipper shall be responsible for all charges TP incurred as a result of attempting collection. This includes but is not limited to, attorney fees, fees for collection agent and court costs.

**Forum Selection:** If a lawsuit becomes necessary to resolve any dispute between TP and shipper, said suit shall and must only be brought in a court in Los Angeles County, California.

**Waiver of Class Action Suits:** The parties hereby waive any participation or involvement in any class action lawsuits against TP

**Reasonable Attorney Fees:** In the event litigation is necessary, TP shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation. Lawsuits brought against the shipper on collection matters for failure to pay an outstanding balance due are not subject to the arbitration provision.

**Carrier's Lien:** (a) it is agreed that TP shall have a lien against any and all property tendered to it heretofore or hereafter tendered to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation proceeds from the sale thereof for all charges provided herein, including without limitation claims for monies, advanced storage, transportation, interest, labor and all other charges or expenses in relation to said property or any part thereof, and also for court costs, reasonable attorney's fees and other legal expenses incurred by TP as a result of any litigation in which TP may be involved in connection with the tendered goods as any and all other charges and expenses for notice and advertisement of sale of the property when the default has been made also for all costs inclusion of court costs reasonable attorney fees in collection charges or enforcing this lien or caused for any controversy arising out of conflicting claims of ownership of any interpleaded action arising from the bailment of the goods or defending itself in the event

TP is made a party to any litigation concerning the goods involved therein. If for any reason other than the fault of TP delivery cannot be made at the address given as the destination of which TP has been notified, TP at its option, may cause tariff and other lawful charges to apply. Articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the costs of shipper and subject to a lien for all accrued charges (b) All goods upon which TP has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest therein above provided which charges are not paid when due plus the expenses including reasonable attorney fees, which maybe necessitated by said sale. (c) The lien upon any and all property tendered with TP shall include unpaid charges and expenses pertaining to property previously tendered with TP regardless of whether said property has been delivered by the shipper. (d) The parties agree that in any sale conducted to satisfy TP's lien, all property which is subject to the lien plus the cost of preserving the goods and conducting the sale shall be remitted by the shipper. (e)

TP may at its discretion bring suit for reimbursement pursuant to the foregoing provision without first foreclosing upon this lien. (f)

TP shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the provisions of the Uniform Commercial Code and/or to relevant statutes.

**Severability:** If any part of this contract is found to be unlawful or invalid, the remaining terms and conditions shall still be enforceable.

**Ownership of Goods:** Shipper has represented and warranted to TP that it has lawful possession of any legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages or encumbrances on said property superior or adverse to the legal right and authority of shipper to contract for services and if there be any litigation concerning the property, the shipper agreed to pay all storage and other charges together with costs and expenses, including reasonable attorney's fees which the Carrier may reasonable incur or become liable to pay in connection there with.

**Agents:** Carrier may use agents/independent contractors on all orders. Additionally, unless you purchased an "exclusive use of the vehicle" option, there is no guarantee that your items will not be temporarily stored or offloaded and reloaded onto a different vehicle then performed pickup.

**Weight Station:** TP is not responsible for any additional time and cost associated with an overweight truck at a weight station stop. Any additional fees, expenses, and/or time will be added to the final bill.

**Warehouse Receipt:** TP storage charges shall apply for all items stored over 90 days. The costs for storage shall continue at the rates set forth herein of \$2.00 per cubic foot or fraction thereof for every calendar month, or fraction thereof, payable every month. The warehouseman shall remain TP, the warehouse receipt shall be deemed to be that number identified on the title page of this document. TP is not liable for any damage to your goods that could not have been avoided by the exercise of reasonable care. Further, the liability of TP as to damages for the loss of or damage to your goods is limited to the amount agreed to under the Valuation of Coverage section contained at page 1. The goods are stored at TP, unless notice of a different address has been made to the Shipper. The goods handled under this Warehouse Receipt shall be returned to the Shipper or any assignee by law or by the Shipper to receive the goods. A warehouse handling fee of \$60.00 per 1,000 pounds of total goods stored in shipment or fraction thereof shall be assessed for any relocation of goods, including access to storage, made by Shipper or assignee thereof. TP need not advance any fees or costs for storage required herein.

TP, by giving notice to you and any other person known to claim an interest in your goods, may require payment of any charges and removal of the goods from the warehouse at the termination period of storage fixed by this Agreement or, if a period is not fixed, within a stated period not less than thirty (30) days after TP gives notice. TP reserves the right to sell your goods pursuant to the Enforcement of Warehouse Lien clause contained herein, if said goods are not removed before the date specified in the notice.

If, as a result of a quality or condition of your goods of which the warehouse did not have notice at the time of deposit, the goods are a hazard to other property, the warehouse facilities, or other persons, TP may sell the goods in compliance with the laws of enforcement of a warehouseman's lien. If TP, after a reasonable effort, is unable to sell said goods, it may dispose of them in any lawful manner and does not incur liability by reason of that disposition.

TP will deliver said goods to any person entitled to them upon due demand made at any time before sale or other disposition under this section. TP may satisfy its lien from the proceeds of any sale or disposition under this section but shall hold the balance for delivery on the demand of any person to which the warehouse would have been bound to deliver the goods.

TP has a lien against any and all goods deposited by shipper as covered by this Agreement, warehouse receipt or storage agreement, or on the proceeds thereof in its possession for charges for storage or transportation, including, demurrage and terminal charges, insurance, labor, or other charges, present or future, in relation to the goods and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. TP's lien for charges and expenses create a security interest also effective against any person that so entrusted you with the possession of the goods that a pledge of them by you to a good-faith purchaser for value would have been valid. TP's lien may be enforced by public or private sale of the goods, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after notifying all persons known to claim an interest in the goods. TP sells in a commercially reasonable manner if the warehouse sells the goods in the usual manner in any recognized market therefor, sells at the price current in that market at the time of the sale, or otherwise sells in conformity with commercially reasonable practices among dealers in the type of goods sold. This receipt is subject to any and all provisions of the entire Agreement contained herein, including the order service, bill of lading, and freight bill. You are advised to read over the entire agreement, including the warehouse receipt and the applicable provisions of the Uniform Commercial Code, to properly ensure the protection of your goods and any rights pertaining to said goods.