

“PACK IT” AGREEMENT TERMS AND CONDITIONS

Terms and Conditions related to the Agreement for moving and/or storage services for Customer Property (as defined below) between the Customer(s) named in this document (the “Customer”) and “Pack It” (the “Company”).

This Contract/Agreement shall be deemed and shall be construed and governed by the Lebanese law, all work of whatsoever nature undertaken by the company at the request of the customer or his agent will only be carried out subject to these terms and conditions. No servant or agent of the Company or any other person has authority to alter or vary these conditions in any way.

Section 1 - GENERAL PROVISIONS

- A. For the purposes of this Contract, the terms listed hereinafter have the following meanings attributed to them:
 - a) Customer – means the party engaging directly or indirectly with Pack It in a shipping/ storing/ packing/ unpacking/ removal services (i.e. shipper, direct consumer, moving/removal organization)
 - b) Customer Property – means the articles of the Customer detailed in the Packing List/Inventory.
 - c) Contract or Agreement shall mean the same and shall mean these Terms and Conditions and the Order Form or any other documented attached, annexed or enclosed with the Agreement comprising the entire Agreement between the Company and the Customer.
 - d) Packing List/Inventory – is the list of articles or property shipped/ moved/ stored by the Customer directly or by the Company (or its Agents) on behalf of the Customer.
- B. The Company will transport Customer Property with reasonable dispatch. Reasonable dispatch requires the transportation of Customer Property within the agreed period of time shown in the Agreement, except when circumstances beyond the Company’s control or force majeure, prevent or delay transportation.
- C. In this Contract, singular words shall include the plural and vice versa, the word “person” shall include corporations, the expression and where there is more than one customer, they shall be bound jointly and severally under this Contract.
- D. The Contract constitutes the entire agreement between the Customer and the Company and supersedes all earlier negotiations, representations, understandings and agreements; whether verbal or in writing, between the Customer and the Company.
- E. All work of whatsoever nature undertaken by the Company at the request of the Customer or its agents will only be carried out subject to the Contract.

Section 2 - COMPANY’S RIGHTS AND OBLIGATIONS

- A. The Company accepts the Customer Property for removal, delivery and/or storage only upon the Terms of the Contract.
- B. The Company may enter into any contract with any sub-contractor to carry out the whole or any part of the Contract. The Customer agrees that all work may be performed on behalf of the Company by any sub- contractor, who has the right to rely on the benefit of the rights and obligations set out herein.
- C. The Company may in its absolute discretion refuse to accept carriage or storage for any goods or any class of goods and shall not be obliged to give any reasons for such refusal.
- D. In any case where goods are being moved to a destination outside Lebanon then, save for any services where the Company is in physical possession of the goods, the Company’s responsibility is limited to the arranging of the carriage with a suitable contractor as the agent only of the Customer. The Customer agrees that the Company may enter into any terms of carriage with such contractor and that the same will be binding on the Customer. In the event of any loss of or damage to the goods occurring while the goods are not in the physical possession of the Company, the Customer shall have recourse only against the third party contractor and not the Company.
- E. The Company will endeavor to carry out the work within the time desired, but shall not be liable for loss through any delay from any cause beyond its control. The Company may make a deviation from any route whether in Lebanon or to or from an overseas destination without affecting its liability in any way whatsoever.
- F. The Company shall not be responsible or liable for any article or goods not specified in the Property Schedule. For the avoidance of doubt and subject to the terms of this Contract, the Company’s liability will be limited to Customer Property (as defined above). Unless required and an extra charge is paid, the Contract need not show the condition of any goods or contents of any container. The fact that anything is or is not stated in the Contract shall not create any inference as to the state or condition of any goods.
- G. The Company shall not be liable for any damage, loss or injury (including death) in respect of:
 - a) any negligent act(s), omission(s) by the Customer or Customer instruction(s) where the Customer was advised against implementation of such instruction(s) by the Company;
 - b) a defect (inherent or otherwise) of the Customer Property, including structural integrity and susceptibility to damage arising out of atmospheric conditions such as temperature and humidity or changes therein;
 - c) a force majeure event including but not limited to acts of God, rain, wind, flood, hail stones and/or sun damage, riots, civil unrest including terrorism and piracy, governmental interference, public enemies, strikes, authority quarantine, new laws/regulations or any cause beyond the Company’s reasonable control whatsoever;
 - d) except in cases of negligence (in respect of the Customer Property), damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the Company’s inspection and then only for such articles as are specifically listed by the Customer in the Property Schedule as Customer Property and receipted for by the Company or its agent.

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- e) from spoilage, deterioration, contamination, freezing, rusting, extremes of temperature, shrinkage, evaporation, loss of weight, changes in color, flavor, finish or texture unless any of them shall be caused by fire or accidental damage to the Company's transportation vehicle.
- f) from mechanical or electrical derangements of pianos, radios, phonographs, clocks, refrigerators, television or video equipment, computers and their peripheral devices, automatic washers or other instruments or appliances, unless evidenced by external damage to such equipment and unless caused by perils not otherwise excluded.
- g) loss or damage caused by dangerous or explosive goods unless the Customer notifies the Company, in writing, of the nature of the goods and the Company agrees, in writing, to the transportation of these goods.

H. In addition to the foregoing, the further following limitations apply to the Company's liability:

The Company's liability shall be limited to the value of the actual loss or damage to a maximum liability of US\$12 cents per pound per article, piece or package with the exception of Automobiles, Boats, or other motorized vehicles for which the Maximum liability is US\$10 cents per pound. The Owner may elect to complete a valued inventory of his goods and purchase an All Risk Insurance arranged through the Company, in which event, coverage will increase to the values so purchased and the terms and conditions of the Insurance Policy will apply.

EXCLUSIONS:

The Company will not be liable for the following:

- i. Loss or damage caused by wear and tear, dampness or atmosphere, extremes of temperature, deterioration, moth or other insects, inherent vice and hidden or internal damage to goods not packed or unpacked by the company or its agents.
- ii. Loss or damage to documents, accounts, specie, bills currency, money, notes, securities, jewelry, watches, precious stones, furs or any similar items.
- iii. Breakage, chipping, marring, denting or scratching unless the items are packed by the Company or its agents.
- iv. The contents of packages and articles in drawers of furniture unless packed by the Company or its agents.
- v. Mechanical or electrical malfunctions of items with electronic or mechanical components such as entertainment units or household appliances, computers, automobiles, or other vehicles or boats unless evidenced by external damage to such items.
- vi. Piano tuning.
- vii. Deterioration or injury to perishable foods, or plants.
- viii. Delays caused by faulty or impassable streets; lack of capacity of any highway, bridge, and ferry or caused by breakdown, mechanical defect of vehicles, vessels or aircraft.
- ix. The Company shall not be liable for documents, tickets, deeds, manuscripts, blue prints, plans, specifications, or other valuable papers;
- x. the Company shall not be liable for jewels, jewelry, gems, precious metals, gold, silver or platinum articles (including household goods such as silverware, coffee service sets, trays, candlesticks and dishes) watches, precious stones, pearls, furs or garments trimmed with fur, currency, money, bullion, bonds, notes, stock, stock certificates or other securities, accounts bills, bills of exchange, evidence of debt, credit cards, stamp-postage, stamp collections, revenue, trading-or letter or packets of letters not specifically listed on the Property Schedule by description and value;
- xi. where replacement or total loss payment of a damaged article(s) listed as Customer Property is made by the Company, the Company at its sole option shall have the right to salvage of the damaged article(s) of Customer Property;
- xii. in the event of loss to any Customer Property where article or articles which is/are part of a set, the measure of loss to that article or articles shall apply only to the value of the piece or part that incurred the loss giving consideration to the importance of said articles, but in no event shall that loss be construed to mean loss of the total pair or set; and
- xiii. the Company shall not be liable for "Ready to Assemble Furniture" made of engineered wood and/or paper laminate finish, such as furniture manufactured by companies including but not limited to: Ikea etc., due to the inherent risk and sub-standard structural integrity of this type of furniture.
- xiv. The Company will not be held responsible for damages to items that were not packed and/or moved by the Company or its Agents or permitted assigns.
- xv. Freight details are based on the lines' information accordingly the Company may not be held responsible, in any way whatsoever, for any delay caused by breakdown, mechanical defect of vehicles, vessels or aircraft.
- xvi. The Company will not be held responsible for delays and/or damages done by seaport/airport authorities.

SECTION 3 - CUSTOMER'S RIGHTS AND OBLIGATIONS

- A. The Customer warrants that any and all articles listed as Customer Property removed or stored under the Contract is owned by the Customer, or that the Customer has full right, power and authority to allow such removal or storage. The Customer shall indemnify the Company against any claim arising or expense incurred as a result of any breach of this warranty.

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- B. The Customer will ensure that no Customer Property required to be removed is left behind, that no goods or fixtures are taken away in error and articles left in unoccupied premises are protected. The Customer shall indemnify the Company against all claims in respect of any such matter.
- C. The Customer will not give to the Company for packing, removal or storage:
 - a) any article or substance which is, or is likely to be, of a dangerous, corrosive, inflammable, explosive or damaging nature, or anything likely to encourage vermin, bora, or any other pest. The Customer shall indemnify the Company against all claims in respect of such goods;
 - b) prohibited or stolen goods, drugs, aerosols, paints, firearms and ammunition;
 - c) any perishable or organic materials including but not limited to foodstuffs, plants and animals, their cages or tanks including pets, birds or fish; and
 - d) goods that require special license or government permission for export or import.
- D. The Customer will notify the Company if there is not suitable and convenient access to the place from which the Customer Property is to be removed and/or delivered. The Company may make additional charges due to any access restrictions and will not be liable for any goods damaged through the lack of such access.
- E. Where applicable the Customer will be charged separately for all documents, permits, licenses, and customs documents necessary for the removal of Customer Property to be completed.
- F. The Customer warrants that the Customer Property removed by the Company is owned by the Customer or that the Customer has obtained prior to the commencement and carrying out of the work by the Company all necessary permits and approvals and authorizations to enable the Company's vehicles and/or employees to enter upon such property with or without vehicles for the purposes of carrying out the Company's obligations hereunder and the Customer hereby indemnifies the company in respect of any loss, claim or damage suffered, brought against or caused by the Company in entering upon such property with or without vehicles.

SECTION 4 - CLAIMS PROVISIONS

- A. A written claim must be filed by the Customer within 2 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the Customer within 2 days after a reasonable time for delivery has elapsed.
- B. The Company is not liable for any claim that is not filed within 2 days of the delivery of the shipment to the final destination. The Company is not liable for any claim that is not filed within 2 days after a reasonable time for delivery has elapsed for shipments that were not delivered.
- C. In order for any claim to be considered, all monies due to the Company from the Customer must have been paid in full.

SECTION 5 - PAYMENT PROVISIONS

- A. The Customer must pay the delivery charges in full and in advance unless the Customer and the Company agree otherwise.
- B. The Customer
- C. Where the Contract provides for storage of Customer Property, the Customer must ensure that periodic payment is made in advance of the periodic storage charges accruing.

SECTION 6 - PROVISIONS FOR PROPERTY NOT DELIVERED OR STORAGE CHARGES NOT PAID

- A. Where the Contract provides for removal and delivery only, the Company may place property into storage if the Customer is not available for delivery of the goods as scheduled.
- B. The cost of such storage is the responsibility of the Customer.
- C. Customer Property placed in storage is subject to liens for storage, freight, and other lawful charges.
- D. The Company will issue written notice of the storage of Customer Property within 10 days of placing the goods in storage
- E. If the Customer refuses to accept or does not claim the household goods within 10 days of the written notice of storage, the Company may begin the process of selling the goods at public sale.
- F. The Company must give written notice of the public sale to the Customer at the address detailed on the Order Form.
- G. The Contract does not prohibit the sale of the goods under any other lawful manner if the method set out in the Contract cannot be reasonably accomplished.

SECTION 7 - SEVERABILITY PROVISIONS

If any term of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then this Contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

SECTION 8 – CONTRACT/ ENTIRE AGREEMENT

This Contract/Agreement shall represent the entire Agreement and shall supersede any previous correspondences, or any other signed/approved documents (i.e. Bill of Lading and/or Airway Bill)