



Kimiya Services Terms & Conditions: Full-Service Customers

Section 1. Kimiya Services will provide all packing material, furniture pads, tie-downs, shrink-wrap, dollies, or any materials to load, unload, or stage items. The Customer understands and agrees to provide accurate description of moving needs so Kimiya Services can provide proper Packing Materials required for the move. Packing materials such as furniture pads and tie-downs are strongly recommended to prevent movement and/or reduce the risk of damage to items during transit. Please inquire about how to purchase/rent these items prior to your load date.

The rate(s) provided is not an estimate for how long it will take to complete your job. This is a quote for the minimum price you will be charged for services provided. If your job takes longer to complete than the minimum time quoted, you will be charged the hourly rate until completion.

In the case of inclement weather, the customer is responsible for a minimum of the deposit payment should the crew be turned away. Should the job stop within the first two hours due to weather, the customer is responsible for the two-hour minimum total cost. If the crew determines conditions are unsafe, Kimiya Services reserves the right to reschedule with no fee to the customer.

Section 2. Damage Claims: Kimiya Services will not be liable for any loss thereof or damage thereto or delay caused by an act of God/weather, the public enemy, acts of terrorism, the authority of law, or any act or default of the shipper or owner, or its vendors and /or agents. All damage claims must be filed within 7 days of completion of your job and notice of damages must be provided to Kimiya Services as provided herein when the damage occurs or is discovered. Customer further acknowledges that if any damage occurs during the loading and/or unloading process, Customer shall immediately notify the lead loader/unloader, and require that the damage be noted by the lead loader/unloader in writing with a full description of the damage and how it occurred. Failure to document on the work ticket any property damage prior to their departure will forfeit any claim of damage to the property against Kimiya Services. With the purchase our labor only services, Kimiya Services and its vendors are liable for damage during the load and/or unload ONLY. Kimiya Services limited liability is a, free of charge, company provided valuation - it is not insurance. Kimiya Services valuation ends immediately upon crew jobsite departure. If damage occurs to your household goods while a Kimiya Services crew is actively loading/unloading your items, Kimiya Services valuation coverage is limited to a rate schedule of \$00.60 per pound per item. Damage which occurs during transit is not covered for any reason. Items which are part of a pair or set will be valued as individual items. Customer

hereby acknowledges that the loader/unloader is not responsible for unsealed cartons or item(s) not packed by Kimiya Services. Customer further acknowledges that the loader/unloader is not responsible for ceramic, granite, or marble and does not warrant the mechanical condition of appliances, or electronics, as there is no way for the loader/unloader to know the operational ability of each item prior to the move. Pressed Board, particle or compressed wood is excluded from our coverage due to the nature of the material. (We advise Customers to check with their home or renter's insurance for coverage terms.) Customer further acknowledges that the loader/unloader is not responsible for any damage to pool/billiard tables, pianos or grandfather clocks. Be advised that stock, bonds, fur, jewelry, prescription drugs, paper money, coins and collectibles of any kind will not be covered for any reason. Customer further warrants and represents that Customer will not pack items of this nature, and that Customer, or its designated agent, will be present at all times during the load/unload of Customer's household goods. Customer hereby further represents and warrants that Customer will inspect the goods prior to Kimiya Services commencing loading of Customer's goods, and immediately after unloading. In no event, shall Kimiya Services be liable for indirect, consequential, incidental, exemplary, punitive or special damages, income, including lost profits, use of other benefits, arising out of or in connection with the performance of Kimiya Services obligations under this Agreement or any failure of such performance, even if the possibility of such damages had been foreseen by or communicated to Kimiya Services by Customer. Kimiya Services reserves the right to refuse any task or job that is found to be a concern of health, safety, legality, or otherwise at Kimiya Services sole discretion. In the event a floor(s) is damaged (whether affected floor is wood, tile, carpet, laminate, concrete or any other material) Kimiya Services liability for repair will be confined to the locally affected area only; repairs must be approved via Kimiya Services claims process and cannot guarantee an exact match to the original finish. By signing this Agreement, you acknowledge and agree that Kimiya Services will not be responsible for the cost of an entire floor to be resurfaced or refinished regardless of circumstance.

Section 3. Kimiya Services is an independently owned and operated company and has no affiliation with any of our referral or linking partners. Our referral and linking partners make no warranty as to any services provided by Kimiya Services.

Section 4. There is a minimum time frame for each job and a travel fee may apply. At the completion of each job, the final balance will be charged to the credit card(s) on file. Failure to remit full payment at the completion of the job may lead to additional fees being assessed. Payment must be made directly to the Kimiya Services office. No payment should be made to the load/unload crew except gratuity unless approved by Kimiya Services office. Payments made to crew members will not be credited to your outstanding balance.

Section 5. Any and all disputes stemming from this agreement or services provided under the scope of this agreement will be enforceable in the State of New York, Monroe County.

Customer Printed Name

Signature

Date
