



DELIVERY AT ITS BEST

MASTER AGREEMENT FOR SERVICES - TERMS AND CONDITIONS

It is understood and agreed that all transportation, storage and related accessorial services to be performed by KATZ & KATZ TRANSPORTATION LLC d/b/a K&K TRANSFER, ("COMPANY"), and _____ ("CUSTOMER") are subject to the following Terms and Conditions:

- TERMS OF PAYMENT:** All goods delivered to COMPANY on behalf of CUSTOMER will be billed a receiving and inspection fee in accordance with our fee guidelines in effect at the time of receipt. All goods are permitted to be stored with COMPANY for 30 days for no additional fee. Fees for receiving, inspection and storage services and other charges for any item delivered to COMPANY will be invoiced on the first day of the month following the expiration of the 30-day free storage period unless such item has been removed from the custody of the COMPANY prior to the expiration of the 30 day free storage period. Any item removed from the custody of COMPANY during the 30-day free storage period will be invoiced for all fees associated with such item at the time of delivery by COMPANY or pickup by CUSTOMER. The first invoice for any item still in the custody of COMPANY following the expiration of the 30 day free storage period shall include a pro-rated amount for any time that has elapsed between the end of the free storage period and the invoice date plus the storage fees for the upcoming month (the Initial Invoice"). COMPANY shall invoice CUSTOMER for storage services each succeeding month thereafter while the goods remain in the custody of COMPANY. Payment is due within ten (10) of the invoice date unless COMPANY has agreed in writing to offer extended payment terms. COMPANY reserves the right to rescind extended payment terms should CUSTOMER fail to remit payment within the required time. CUSTOMER will be entitled to receive a 5% discount on fees if they have set up autopay and provided COMPANY with a credit card authorization form. Following the period covering the Initial Invoice any goods that remain in storage for a fraction of a month will be charged a full month's storage. Failure to remit payment for 6 months may result in goods being disposed.
- PAYMENT ON DELIVERY:** Except as noted above and agreed to by COMPANY in writing, all fees for services are due on delivery of the goods by COMPANY. It is the responsibility of CUSTOMER to inform the ultimate recipient of any delivery by COMPANY of all fees due and payable at the time of delivery. Fees for delivery by COMPANY may be adjusted if CUSTOMER does not provide sufficient details such as location and presence of stairs for COMPANY to accurately price delivery prior to arrival. COMPANY reserves the right to refuse delivery for non-payment and all fees associated therewith shall be the responsibility of CUSTOMER.
- CANCELLATION OF SCHEDULED DELIVERY:** CUSTOMER acknowledges that goods scheduled for delivery are staged and inspected no less than 24 hours prior to delivery. As such, all deliveries that are cancelled less than 2 business days (COMPANY is closed on Saturday and Sunday) in advance of delivery may be subject to a cancellation fee equal to 50% of such delivery at the sole discretion of COMPANY. Any delivery that requires use of a dedicated truck or multiple trucks must be cancelled 7 business days in advance to avoid imposition of cancellation fees. COMPANY reserves the right to reduce or eliminate any cancellation fees on a case-by-case basis and COMPANY'S decision to do so on any particular delivery is not a waiver or change of this policy with respect to any future delivery.
- QUOTE:** CUSTOMER has the right to obtain a quote from COMPANY prior to goods being shipped to and received by COMPANY. CUSTOMER must notify COMPANY of the acceptance of a quote within 30 days for a quote to be valid. Failure to obtain a quote prior to delivery of goods to COMPANY will be considered as CUSTOMER'S acceptance of COMPANY'S rates of service in force at the time of delivery to COMPANY. COMPANY reserves the right to adjust any quote if the quote has failed to include material details such size, weight, fragility, material or delivery circumstances that would have resulted in the quote being higher than indicated.
- TIME IN STORAGE:** CUSTOMER acknowledges that COMPANY is not in the business of long-term storage and as such goods are not intended to remain in the custody of COMPANY for extended period of time. CUSTOMER understands and acknowledges that COMPANY does **NOT** guarantee that goods received on behalf of CUSTOMER will be stored in climate-controlled areas. Goods that remain in storage for excessive periods of time may experience discoloration, disintegration of material or other unknown effects. Failure to inform COMPANY in writing that specific goods must be stored in climate-controlled areas will be deemed confirmation of CUSTOMER'S understanding of this possibility. Fees associated with climate-controlled storage will exceed COMPANY'S standard rates. Any goods remaining in storage for periods

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exceeding nine (9) months may be subject to increases in storage rates. COMPANY reserves the right to dispose of any item stored by COMPANY for more than 12 months without receiving any form of communication by CUSTOMER.

6. RECEIPT OF GOODS: COMPANY will provide a Warehouse Receipt of all goods received by it for storage, CUSTOMER acknowledges and understands that COMPANY requires an appointment for the delivery receipt of goods. COMPANY is closed for all delivery receipts and other business operations during the week of July 4th and Christmas. No delivery receipts will be accepted under any circumstances during such periods. It is the responsibility of CUSTOMER to inform all freight, trucking and delivery companies that an appointment is required for a delivery receipt and that delivery receipts are not accepted during the holiday weeks stated above. Failure to schedule a delivery receipt may result in COMPANY'S refusal to accept goods at that time. A delivery receipt that arrives without appointment may be refused and the carrier will be required to reschedule delivery. CUSTOMER acknowledges that COMPANY is not responsible for any fees or costs associated with any such delay. CUSTOMER acknowledges and agrees that COMPANY has been engaged to provide services to CUSTOMER and therefore this agreement shall be deemed to supersede any agreement or terms and conditions of other carriers that handle CUSTOMERS goods prior to or after handling by COMPANY.

7. ACCESS TO GOODS: CUSTOMER acknowledges that once goods have been delivered to COMPANY, CUSTOMER will not have access to them without the assistance of COMPANY. CUSTOMER will provide no less than 2 business days' (COMPANY is closed on Saturday and Sunday) notice prior to requesting that such goods be made available on COMPANY'S dock for pickup or an inspection. CUSTOMER acknowledges that COMPANY in its sole discretion has the right to store CUSTOMER goods in off-site facilities if it is determined by COMPANY to be in the best interests of CUSTOMER. COMPANY employees are not authorized to load goods into NON-COMPANY vehicles and will place goods at the end of COMPANY dock for pickup. CUSTOMER agrees to remove all garbage or packaging at the time of pickup or pay COMPANY'S waste disposal fees. All delivery requests made by CUSTOMER will be scheduled at the first available time acceptable to CUSTOMER. CUSTOMER acknowledges that delivery availability fluctuates throughout the year and can at times take longer than expected. CUSTOMER is advised to schedule deliveries as far in advance as possible to ensure delivery on a specific day.

8. INSPECTION OF GOODS: The COMPANY shall inspect all delivered goods to COMPANY for obvious defects which shall be reported to CUSTOMER within 15 days. The cost of inspection services shall be included by COMPANY in the standard first month receiving and storage fee. Photographs are not guaranteed as part of the inspection services provided by COMPANY. Notwithstanding the foregoing, certain goods are not fully inspected if removal of the manufacturer packaging will result in possible future damage. Such goods include but are not limited to: Upholstery, Rugs, Chandeliers, Concrete or Lighting . A complete list of such items and its respective inspection protocol is available upon request.

9. DELIVERY OF GOODS: CUSTOMER is responsible for providing safe working conditions for COMPANY to make any delivery. COMPANY is not responsible for damage that occurs during delivery if it is the result of the presence of unfinished accessways, impediments to movement or other service providers in the delivery location. CUSTOMER is required to complete the elevator dimension form if use of an elevator is required for delivery. If there is any doubt about the ability to safely deliver goods, COMPANY can complete a site survey for an additional fee. CUSTOMER is responsible for any charges associated with deliveries that are not completed because of the failure to complete the elevator dimension form and/or site survey. It is the sole responsibility of CUSTOMER to provide building administration contact information to COMPANY if consent of a building manager or a Certificate of Insurance is required to complete a delivery. CUSTOMER acknowledges and agrees that all cabinets are different, and the floors of each home/condo are different. Upon delivery, COMPANY can attempt to make minor adjustments to cabinet doors as best as possible but cannot guarantee success. THE COMPANY is not responsible for compensating a professional installer if minor adjustments are unsuccessful.

10. STONE, MARBLE AND GLASS: CUSTOMER will inform COMPANY of any item that will require special handling and provide COMPANY a delivery date when known. The COMPANY will inspect Stone, Marble and Glass for obvious damage such as cracking or shattering. If CUSTOMER requires any level of inspection above and beyond that which is customarily included, CUSTOMER will advise COMPANY prior to the time of delivery and COMPANY agrees to pay any additional fees with respect thereto. CUSTOMER hereby acknowledges that every piece of natural stone has unique variations, markings, shadings and inclusions which can include but are not limited to fissures, pits, open or dry seams, fossils and glass veins. There may be differences in surface finish and texture. These variations are not defects but are inherent characteristics of natural stone products. CUSTOMER acknowledges that pits and dry seams are often filled during the manufacturing process and may be noticeable characteristics of the product. CUSTOMER acknowledges that concrete is rustic in nature and may have marks or air pockets and may result in previous factory repairs/touch ups. Color variations and irregularities are inherent in concrete.

11. LIABILITY OF COMPANY: COMPANY shall not be liable for any loss or damage except that caused by COMPANY'S own negligence (but subject to the limitations stated in this section), however: (a) in no event shall COMPANY

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be responsible for injury or damage to any fragile articles (articles susceptible to breakage or crushing), including but not limited to concrete, granite, glass, ceramic, marble, table tops, chandeliers/lighting and mirrors unless such items are packed and unpacked by COMPANY; (b) COMPANY will not be liable for loss or damage caused by ordinary wear and tear, mold, mildew, termites, rodents, vermin, moths, and other insects, rust, fumigation, heat, change in temperature, or other atmospheric conditions, natural deterioration, inherent vice or defect of the property, de-lamination of laminate or veneer furniture or damage to press board/particle board, manufacturer defects, poor construction or assembly, preexisting damage or loss, damage or delay contributed to or caused by the act or omissions of CUSTOMER or by acts of war, terrorism, insurrection, nuclear fusion, strikes, labor disturbances, riots, or by any acts of God, or any cause beyond COMPANY'S control, nor for loss or damage to items that are not packed, transported or unpacked by anyone other than employees of COMPANY; (c) COMPANY is not responsible for mechanical or electrical malfunction of, nor for damage or injury to the internal functioning of any article, such as, but not limited to computers/computer equipment, electronics, mechanical devices, musical instruments or appliances; (d) There shall be no liability on the part of COMPANY for property or residential damage due to restricted access at either origin or delivery, nor for property or residential damage when handling bulky, large or over-sized items; (e) COMPANY will not be liable for damages for delay, loss of profits, loss of market or use, loss of business relationships, loss or interruption of contractual rights or relationships, interruption of business or any other consequential loss extending beyond the direct physical loss or damage to the property being transported and/or stored; and (f) In no event shall the liability of COMPANY exceed the sum of \$25,000.00 for the **total** inventory (without regard to the number of Bills of Lading or Warehouse Receipts created on behalf of CUSTOMER or number of truck deliveries required) in the care, custody and control of COMPANY. **CUSTOMER understands if it wishes to have coverage above the stated \$25,000.00 limit CUSTOMER must obtain insurance coverage on their own.** COMPANY can provide contact information for an unaffiliated company offering this coverage upon request. Payment by COMPANY to CUSTOMER to satisfy a claim shall reduce COMPANY'S limit of liability by such amount on future claims for CUSTOMER'S goods.

12. CUSTOMER'S RESPONSIBILITIES: (a) It is CUSTOMER'S responsibility to have an authorized representative present to accept delivery and sign all necessary documents. CUSTOMER expressly waives the right to dispute delivery and/or the condition of any items at delivery if an authorized representative is not present to sign for the items at delivery. CUSTOMER acknowledges that any scheduled delivery that is attempted by COMPANY and is not completed because no one is available will be billed at full delivery cost to CUSTOMER. CUSTOMER shall arrange in advance for all necessary elevators, permissions, parking, loading dock, ingress/egress and/or other services and any charges/delays for same will be paid by CUSTOMER. If CUSTOMER is unable to provide adequate parking to allow for the delivery of goods, CUSTOMER hereby agrees to reimburse COMPANY for any parking citations received during delivery.

13. CLAIMS: It is expressly agreed that any and all loss or damage must be noted in writing at the time of delivery, and that all claims for such loss or damage must be submitted in writing to COMPANY within ten (10) days from the date of delivery. CUSTOMER authorizes and COMPANY reserves the right to repair and restore to original condition all damages and defects it is responsible for prior to replacement. Payment in full of all charges due and owing is a condition precedent to submission of a claim. CUSTOMER hereby expressly agrees that his or her signature on the delivery paperwork "NO CLAIMS HONORED AFTER DELIVERY IS SIGNED FOR IN GOOD CONDITION" is definitive proof that the goods were received in satisfactory condition and that no claims for such items will be honored. CUSTOMER acknowledges that his/her failure to inspect at delivery for any reason is not grounds for disputing delivery condition. CUSTOMER has the right to request that COMPANY leave goods wrapped at the time of delivery, however, no claims will be honored if loss or damage is not noted at the time of delivery in the presence of COMPANY.

14. CUSTOMER'S AUTHORITY TO RETAIN COMPANY: CUSTOMER represents and warrants to COMPANY that CUSTOMER has lawful possession of, and full right, power, interest and authority to tender all of the goods it retains COMPANY for, 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 CUSTOMER to contract for the services herein. If there be any claims or litigation concerning CUSTOMER'S representation and warranties herein, including claims of ownership and/or possession made by any third party with regard to the property described herein, CUSTOMER agrees to pay all storage and other charges and further agrees to indemnify and hold harmless COMPANY for all costs, expenses and attorney's fees which COMPANY may be reasonably incur or become liable to pay in connection therewith.

15. ACTS OF OTHERS: (a) The participation in the performance of any of the services to be performed by COMPANY by CUSTOMER or any of CUSTOMER'S employees, agents or representatives is expressly at CUSTOMER'S own risk, and CUSTOMER specifically releases and agrees to fully indemnify and hold harmless COMPANY from any and all liability for injuries sustained to any of said persons, including attorney costs and fees incurred by COMPANY to defend any such claims or lawsuits.

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16. COMPANY'S LIEN: COMPANY shall have a lien against any and all property tendered to it by or on behalf of CUSTOMER for all charges incurred, and that said lien shall encompass any and all other costs incurred by COMPANY to enforce its lien.

17. GENERAL: These Terms and Conditions shall apply to all projects (orders) CUSTOMER engages COMPANY for unless a separate addendum is executed in writing by the parties. THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDINGS OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR ANY MATTERS ADDRESSED HEREIN. The prevailing party in any legal action hereunder shall be entitled to reimbursement from the non-prevailing party for all attorney and paralegal fees and court costs incurred. The invalidity or unenforceability of any provision hereof shall not effect its remaining provisions. A facsimile, electronic or scanned signature of the undersigned CUSTOMER shall be relied upon as an original signature.

Dated: _____

CUSTOMER: By: _____

Print:

Name: _____

Title: _____

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