GraceCover

Terms and Conditions

In consideration of payment to us of the charge stated on the "Booking Order," which describes the scope of our work and services, we agree to accept responsibility for actual physical loss of or damage to Protected Property as defined herein subject to the following terms and conditions:

Protected Property: Protected Property is Household Goods, Personal Effects, Antiques, Fine Arts, Automobiles, Campers, Boats, Motorcycles and Trailers which you own and is declared and valued in the "Application for Protection" and "Confirmation of Protection."

Protection: We accept responsibility for actual physical loss of or damage to Protected Property while in our care, custody, or control or while in the care, custody or control of our agent(s) or our contractor(s), subject to these terms and conditions.

Limited Protection: We agree to accept responsibility for:

1. Total and/or constructive total loss of your entire shipment or, if packed in more than one shipping container, of the contents of any shipping container which occurs during the period of our contract with you.
2. Partial loss of or damage to your shipment directly caused by fire, stranding, sinking, or collision of the carrying vessel, or by crash, collision or overturn of the carrying aircraft or of the carrying land conveyance.
3. General Average/Salvage/Collision Defense.

There is NO protection unless any of the above occurs. If one or more of the above does occur, protection is subject to the remainder of these Protection Terms and Conditions.

Non-Professional Packing Limitation: There is no Protection for loss or damage consisting of breakage, scratching, denting, chipping, staining and tearing of Protected Property not packed by us or our agent(s) or our contractor(s) unless directly caused by fire, stranding, sinking or collision of the carrying vessel, or by crash, collision or by overturn of the carrying aircraft or of the carrying land conveyance. There is no Protection for any Protected Property claimed as missing from a carton, package or container not packed by us, our agent or our contractor unless the value of each item claimed as missing was separately declared. Cartons, packages or containers not professionally packed by us or our agent or our contractor will be marked "PBO" (Packed by Owner) on our Packing Inventory.

Declared Value: It is a condition of this Protection that you shall declare the full replacement of all Protected Property prior to the commencement of the transit. Failure to do so will diminish any payment by the proportion the actual full replacement value bears to the Declared Value.

Other Protection: This Protection does not apply in the event there is any other protection or any insurance available for Protected Property. If there is other protection or insurance available, this Protection shall only apply to any excess value of the lost or damaged Protected Property remaining

after all other protection or insurance is exhausted but only up to the Declared Value. However, this Protection shall not apply due to your inability to recover under any other protection or insurance for any reason whatsoever.

Principal Limitations

We do not agree to accept responsibility for:

- Consequential loss.
- Sentimental value.
- Gradual deterioration and/or wear and tear.
- Scratching, denting or marring of any automobile or camper, unless we or our agent or our contractor and you or your representative both agree and sign a "Certificate of Condition" or similar document stating the condition of the automobile or camper prior to the commencement of the transit, noting all defects. There is no Protection for loss of or damage to non-factory installed accessories in or on the automobile or camper not specifically declared and valued or for any property packed, stored or contained in the automobile or camper.
- Depreciation arising from inadequate or sub-standard repairs or restoration of damage to Protected Property.
- Loss of data from any CD Rom, floppy disk or other means of electronic storage.
- Any loss, damage, expense or liability of whatever nature arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.

We do not agree to accept responsibility for loss or damage arising from:

- Mold and/or mildew.
- Atmospheric or climatic conditions.
- Inherent vice.
- Moth and vermin.
- Electrical, electronic and/or mechanical derangement.
- Delay.
- War, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, capture, seizure, arrest, restraint, or detainment (piracy excepted) and the consequences thereof or any attempt thereat, derelict mines, torpedoes, bombs or other derelict weapons of war EXCEPT whilst the Protected Property is loaded on an overseas vessel or aircraft. Liability for goods shall cease in respect of these perils when the goods have been discharged, or after 15 days after arrival of the vessel or aircraft at the port/airport of discharge, whichever shall first occur. However, liability is NOT accepted for loss or damage arising from the use of weapon(s) of war employing atomic or nuclear fission or fusion. Further details of the liability accepted for war perils are available upon request to Grace.

- Any terrorist or any person acting from a political motive.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

We do not agree to accept responsibility for loss of or damage to:

- Jewelry (include watches), precious stones, furs and other valuables, unless specifically declared and valued. Any such items are subject to an overall limit of US$ 5,000.
- Monies, Securities and papers of value.
- Any automobile or camper while operating under its own power, except where necessary while on the premises of the port or airport or while being driven by an authorized driver in our direct employ or an employee under the direction of our agent or our contractor.
- Undamaged parts of a pair or of a set. There is no Protection for parts of a pair or of a set which do not suffer physical loss or damage.

General Conditions

1. **Declared Value:** Protected Property must be declared for value either by:

   a. A written valued inventory showing the full replacement value at destination of each item shipped, or

   b. If no written valued inventory of each item shipped, the full replacement value at destination of the total Protected Property, but in no case less than an amount equal to one of the following:

      i. the total cubic meter of the Protected Property at NZ$2,750 per cubic meter plus the separately declared value of any item, pair or set with a value excess of NZ$1,500. Protection is limited to NZ$1,500 for any item, pair or set with a value in excess of NZ$1,500 unless it is separately declared and valued.

      ii. the total cubic meter of the Protected Property at NZ$4,500 per cubic meter plus the separately declared value of any item, pair or set with a value excess of NZ$5,000. Protection is limited to NZ$5,000 for any item, pair or set with a value in excess of NZ$5,000 unless it is separately declared and valued.

2. **Valuation of Automobiles etc:** Automobiles, campers, boats, motorcycles and trailers must be declared and valued at their full cost of replacement at destination with another of the same year, make, model and condition.

3. **Duration of Obligation:** This Protection begins when we or our agent or our contractor have received and accepted the Protected Property, and only after we have agreed to accept responsibility for loss of or damage to the Protected Property under the terms and conditions of this Protection, and continues during the ordinary course of the transit until the Protected Property is delivered to the final destination specified on the Confirmation of Protection. If our crew or a crew operating under our direction or the direction of our agent or our contractor professionally unpacks the Protected Property, this Protection continues for a period of 14 days after delivery of the Protected Property to the final destination. When delivered to a "self-storage" facility, coverage ceases upon delivery of the goods and will only remain in effect on those items noted as missing or damaged at the time of delivery.

If we or our agent or our contractor are instructed to hold, store or delay transit of the Protected Property short of the specified destination, we will extend this Protection for such period up to a maximum of 60 days, after which any further period will require an additional charge. The additional charge must be received by us prior to the expiration of the initial 60 day extended period of Protection.

If transit of the Protected Property is not arranged on a door-to-door basis, this Protection ceases when the Protected Property is no longer in our or our agent's or our contractor's care, custody or control.

4. **Claims Notification:** In the event of loss or damage which may give rise to a claim under this Protection you must give immediate notice to us and in no event later than 30 days after delivery of the Protected Property. You must present your fully documented claim in its entirety to us no later than 60 days after the original notification of your intent to file a claim. Failure to provide either the required notice or to submit a fully documented claim will stop you from receiving payment under this Protection.

5. **Claims Adjustment:** As a condition of this Protection, we may, in whole or in part, replace lost or damaged items or, at our option, have damaged items repaired or make a cash payment not to exceed the declared value of the lost or damaged item. Proof of ownership and of the declared value may be required for an item claimed as lost or damaged. Grace reserves the rights of salvage for any goods which are deemed a total loss and subject to replacement.

6. **Waiver and Assignment:** In consideration of this Protection, you waive any and all direct or indirect claims against us and our agents and our contractors related to loss or damage to the Protected Property except as protected under these terms and conditions. Upon payment for any loss or damage under this Protection, we will automatically be assigned all your interest in any claim against any other party to seek recovery for the loss or damage. You agree to fully cooperate with us in providing testimony, statements, documents, etc., as necessary for the pursuit of such recoveries.

7. **General Average/Salvage/Collision:** We will defend you against marine claims for contribution in General Average, Salvage or contractual "Both to Blame Collision" clause liabilities, up to the Declared Value, except for those arising from a cause not protected by these terms and conditions, according to the contract of carriage, applicable law and practice, by counsel we select. We will decide whether to defend such claims or to settle them. If we decide to settle such claims, we will pay such settlements or proper claims determined against you.

8. **Termination of Contract of Carriage:** If the transportation of the Protected Property is terminated at a point short of the final destination specified on the Confirmation of Protection for a reason beyond our control, this Protection likewise terminates simultaneously unless we agree to continue the Protection in exchange for payment of an additional charge.

9. **Forwarding:** If the transportation of the Protected Property terminates resulting from a cause protected herein, we will pay, up to the Declared Value, for the reasonable charges to unload, sort and forward the Protected Property to the final destination specified on the Confirmation of Protection.

10. **Preservation of Protected Property:** In the event of any loss or potential loss or damage that might be subject to this Protection, you must promptly take all reasonable steps including legal suit at your expense to avoid or minimize such loss or potential loss or damage. You must also protect any rights against any other parties who may be responsible for any loss or damage. We will reimburse you the reasonable costs of such actions properly taken, subject to any applicable Customer Retention.

11. **Reasonable Dispatch:** It is a condition of this Protection that you shall act with reasonable dispatch in all circumstances within your control.

12. **Optional Protection Extensions:** In the event you elect to purchase any of the following additional protections in the Application for Protection, this Protection shall apply to Protected Property professionally packed by us our agent or contractor in accordance with the corresponding following terms and conditions:

    a. **Mold and/or Mildew:** We accept responsibility for actual physical loss of or damage to Protected Property caused by mold and/or mildew, but only up to an amount equal to 75% of the Declared Value of the Protected Property.

    b. **Electrical, electronic and/or Mechanical derangement (excluding automobiles, boats and campers):** We agree to accept responsibility for actual physical loss of or damage to Protected Property caused by electrical, electronic and/or mechanical derangement up to the declared value of each lost or damaged item, provided the lost or damaged item is not more than 6 years old at the commencement of this Protection.

    c. **Pairs and sets:** In the event of actual physical loss of or damage to part(s) of a pair or set, this Protection extends to the reasonable and fair diminution in value of the remaining part(s) due to an incomplete pair or set. In the event of a claim for actual physical loss of or damage to any part(s) of a pair or set, we may determine to pay the Declared Value of the entire pair or set in which case, at our option, the remainder of the pair or set becomes our property.