

**ABF U-Pack Moving Price Quote No. XLR1513453**

	<b>Origin</b>		<b>Destination</b>
<b>Shipper:</b>	CUSTOMER'S NAME	<b>Consignee:</b>	CUSTOMER'S NAME
<b>Address:</b>	CUSTOMER'S ADDRESS IRVINE, CA 92602	<b>Address:</b>	CUSTOMER'S ADDRESS DALLAS, TX 75201
<b>Phone:</b>	CUSTOMER'S CONTACT #	<b>Phone:</b>	CUSTOMER'S CONTACT #

<b>Trailer Spot Date:</b> 02/04/2004	<b>Est. Transit Time:</b> 3-5 working days
<b>ABF Origin Terminal #:</b> 714-974-2485	<b>Pay Terms:</b> COLLECT-PAY DEST TERMINAL
<b>ABF Dest. Terminal #:</b> 214-688-0448	<b>Estimated Weight:</b> 8,512 pounds

<b>Pricing Summary for:</b>	<b>Actual Linear</b>	<b>Driver Inits _____</b>
<b>PERSONAL EFFECTS</b>	<b>Feet _____</b>	<b>Customer Inits _____</b>

Price (based on 19 linear feet trailer space):		\$1557.00
Price per Additional Foot: \$79	\$79.00	
28' Trailer Rate (not including optional services):	\$2158.00	
Absolute Minimum Charge:	\$1320.00	

\* Optional services listed below not included in above price:

* Standard Liability Coverage: \$0.10/lb per piece	\$0.00
--	--------

**GENERAL INSTRUCTIONS:** To have the empty trailer delivered or the loaded trailer picked up, contact the ABF origin terminal at the number listed above. To set up delivery arrangements, contact the ABF destination terminal at the number listed above. ABF will deliver or pick up your trailer on Monday through Friday only. The transit time listed above does not include day of pickup, weekends, or holidays.

1. **ESTIMATED CHARGES:** The shipment charges are based on requested trailer footage for Customer's designated shipment. Customer agrees to pay ABF the price shown in the Pricing Summary above. Customer agrees to pay the Price per Additional Foot for every linear foot of trailer space used (including bulkhead) beyond the Requested Trailer Footage. ABF shall reduce the price, by the Price per Additional Foot, for every linear foot used less than the Requested Trailer Footage, but in no case will the charges be less than the Absolute Minimum Charge listed above. It is the Customer's responsibility to measure the footage used in the trailer and enter that amount onto the Bill of Lading. The footage used will be subject to inspection by the ABF driver. Length will be rounded to the nearest foot.

2. **PACKING, LOADING, AND UNLOADING:** Customer is responsible for all packing of goods for transit, including loading and unloading. It is the sole responsibility of Customer to pack all personal effects using proper containers and protective padding supplied by the Customer. Customer is responsible for installing the bulkhead, an ABF-supplied wall that acts as a separator between Customer's goods and other cargo on trailer. The bulkhead is not designed to withstand the entire weight of your belongings if the load shifts in transit.

3. **PAYMENT TERMS:** ABF will accept payment with VISA, MasterCard, American Express, Discover, cashier's check or money order. Credit Card payment will be charged while shipment is in transit. A cashier's check or money order may be presented to the driver at destination upon delivery. Shipment will not be released at destination until payment in full has been made.

4. **LIMITED CARGO LIABILITY:** In exchange for ABF's lower rates, Customer agrees that ABF's liability is limited to the liability coverage shown in the Pricing Summary above and only to the extent of our negligence. In addition, ABF includes \$2.00 per pound per piece with a maximum of \$20,000 per trailer for loss or damage caused by trailer fire, vehicle collision, vehicle overturn or complete trailer theft. ABF does not provide insurance for your goods. Because you control how your goods are packed and loaded, our liability coverage only applies when ABF is negligent. If additional coverage is purchased, you are purchasing additional liability coverage for our negligence, not insurance for your goods.

5. **CANCELLATION FEE:** ABF will collect a cancellation fee in the amount of \$50.00 in the event that the customer cancels the shipment within one week prior to the spot date as shown within this price quote. ABF will collect a cancellation fee in the amount of \$150.00 in the event that the customer cancels the shipment on the day of the spot date as shown within this price quote.

6. **OPTIONAL EQUIPMENT:** If a ramp is reserved at the origin and/or destination, the ramp will be delivered with the ABF spotted trailer. The maximum weight limit for the ramp is 1,000 lbs. This ramp will be available for use for a maximum of two working days unless otherwise specified. Customer is responsible for contacting

terminal when loading and/or unloading is complete. The ramp must be loaded outside the bulkhead wall when being returned to the ABF terminal location. The ramp does not travel with your shipment. Additional charges of up to \$1000 will be applicable if the ramp is not returned to ABF at the same rental location and in the same condition as it was presented.

7. ADDITIONAL CHARGES: The charges herein are based on the specifics outlined within this Bill of Lading. The charges are subject to change upon alteration of this schedule, including but not limited to: (1) Change in move date; (2) Change in origin or destination city/zip code; (3) Parking fees, fines or trailer tow; (4) Trailer detention or storage \$75/day per trailer; (5) Additional ramp rental of \$50, destination ramp rental of \$50, or untimely return of ramp to named rental location; (6) Gypsy Moth Quarantine (California); (7) Canadian/U.S. Customs delay; (8) Cancellation within one week of move is \$50.00 or \$150.00 on the day of the move; (9) Redelivery charges of \$150 per redelivery attempt per trailer; (10) Trash or boxes left in container/trailer.

8. TRAILER PARKING: An ABF 28-foot commercial trailer will be spotted at Customer's sole risk at the origin location and date shown herein. It is Customer's responsibility to obtain permission for the placement of the trailer at the origin location for loading and at the destination location for unloading. Customer will be responsible for any subsequent parking charges or violations.

9. HAZARDOUS MATERIALS AND COMMODITIES OTHER THAN HOUSEHOLD GOODS: Customer agrees not to include hazardous materials of any type (including but not limited to petroleum products, compressed gases, corrosives, explosives and flammables) in the shipment. Empty propane containers may be included in the shipment if properly purged. Hazardous material violations could result in additional charges resulting from local, state, and federal fines, as well as, but not limited to, loss or damage to property and associated personal injury. In addition, shipments containing commodities other than household goods, whether disclosed or undisclosed to the carrier, are subject to state and federal over-the-road weight limits. If total shipment weight exceeds 22,500 lbs. or causes trailer to exceed the legal limit on any axle, additional fees WILL apply.

10. LIABILITY: Customer agrees to hold ABF harmless and to indemnify it against any and all claims for loss, expense, liability or damage arising out of or in connection with the performance by Customer, its Agents or Contractors of this price quote. ABF shall not be liable and hereby disclaims responsibility for any indirect, incidental or consequential damages or other indirect costs, fees or charges of any kind arising from any claims filed hereunder, whether disclosed or not. If the shipment is arranged by a third party, other than the owner of the goods, the carrier will attempt to honor delivery requests made by the third party. However, once the freight charges have been paid in full, the carrier may fulfill delivery of the goods and will bear no liability for its failure to delay delivery, though requested by a third party.

11. ASSUMPTION OF RISK: Customer assumes all risks and liability arising from the use and operation of EQUIPMENT included with the package of services rendered, and understands that such EQUIPMENT can cause injury or death to Customer or others. Customer assumes full responsibility for damage, loss or destruction of the EQUIPMENT used by Customer as part of the package of services rendered. Customer assumes full responsibility for and agrees to indemnify, defend and hold harmless ABF from any and all loss, liability, damage and expense in connection with the use or operation of such equipment.

12. NO WARRANTY: ABF DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT PROVIDED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE, OPERATION OR SAFETY. ALL RISKS ARE TO BE BORNE BY CUSTOMER. WITHOUT LIMITING THE FOREGOING, ABF SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER OR ANY OTHER PERSON WITH RESPECT TO THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OF ABF: (I) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT, ANY INADEQUACY THEREOF, ANY DEFICIENCY OR DEFECT (LATENT OR OTHERWISE) THEREIN, OR ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH; OR (II) THE USE, OPERATION OR PERFORMANCE OF ANY EQUIPMENT OR ANY RISKS RELATING THERETO.

13. APPLICABLE LAW: Customer acknowledges that ABF is a general commodity carrier and that this shipment will be subject only to the laws and regulations governing commodity carriage. This shipment shall be subject only to Federal laws and statutes. No state laws or statutes shall apply.

By signing below, Customer agrees to the terms and conditions herein, the rules and special service charges in ABF 111 series and the terms and conditions in the Uniform Straight Bill of Lading (UBL) as published in the National Motor Freight Classification in effect on the date of this Bill of Lading. To the extent that language contained in this Bill of Lading/Price Quote is inconsistent with the rules and special service charges in ABF 111 series or the terms and conditions of the UBL, the terms and conditions herein shall prevail. Driver signature only acknowledges receipt of freight.

Straight Bill of Lading - Original - Page 2

CUSTOMER'S NAME

ABF Freight System, Inc.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

REMEMBER TO WRITE THE ACTUAL LINEAR FEET ON PAGE 1.

Trailer No: \_\_\_\_\_