

## Appendix A – Liability Details

Version Effective Date: Immediate

This liability details document is not an insurance policy. Damage claims are not payable by crew on-site and shall not be deducted from final bill of the move. Damage claims shall not affect payment terms and billed amount for service conducted. Customer is responsible for disposal of damaged item(s).

### A.1 – Cargo Liability

- I. Possible compensation will be based on weight of damaged item(s) on Released Value Transportation basis and will not exceed maximum cargo value, with cargo liability per unit weight at CAD\$ 0.6/LB for all items. Maximum cargo value is the maximum compensation HM Moving may provide at extreme case of total loss. Maximum cargo value admitted by HM Moving is listed in Table 1.1 below.

Table 1.1 – Max Cargo Weight and Value by Move Size

Move Size	Max Cargo Weight (LB)	Max Cargo Weight (KG)	Max Cargo Value (CAD\$)
Delivery	1,000.00	450.00	\$600.00
Delivery - Large	2,000.00	900.00	\$1,200.00
Studio	2,000.00	900.00	\$1,200.00
1BD	2,500.00	1,125.00	\$1,500.00
1BD - Large	3,500.00	1,575.00	\$2,100.00
2BD	5,000.00	2,250.00	\$3,000.00
2BD - Large	6,000.00	2,700.00	\$3,600.00
3BD	7,500.00	3,375.00	\$4,500.00
3BD - Large	9,000.00	4,050.00	\$5,400.00
4BD	12,000.00	5,400.00	\$7,200.00
5BD+	20,000.00	9,000.00	\$12,000.00
Office - Small	4,000.00	1,800.00	\$2,400.00
Office - Medium	8,000.00	3,600.00	\$4,800.00
Office - Large	12,000.00	5,400.00	\$7,200.00
Load/Unload - 1BD	2,500.00	1,125.00	\$1,500.00
Load/Unload - 2BD	5,000.00	2,250.00	\$3,000.00
Load/Unload - 3BD+	7,500.00	3,375.00	\$4,500.00

- II. Cargo liability is applied to all items owned or responsible by direct customer that are damaged during loading, unloading, assembly, disassembly, and transportation. that is not usable anymore due to damage. HM Moving admits no liability on scratches, chips and other minor damage on items that does not affect usage of item.

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- III. HM Moving admits no cargo liability for any service conducted under Express Move option.**
- IV. Customer is responsible for providing material to support that damage on item (s) is caused by operation of HM Moving and said item(s) was in acceptable condition prior of move. Crew of HM Moving is not responsible for informing customer on item existing damage.**
- V. Crew of HM Moving will record existing item damage, damaged caused by crew and generate internal damage report. Internal damage report created by HM Moving is not shared to customers.**
- VI. All move conducted by HM Moving is based on Released Value Transportation, with cargo liability per unit weight at CAD\$ 0.6/LB for all items, according to the greater of following two weight dimensions:**
- 1. Actual weight of damaged item.**
    - a. Actual weight can come from scale, product info page or other reasonable form of proof.**
  - 2. Volume weight of damaged item.**
    - a. Volume weight is calculated by following formula:**
      - i.  $[\text{Volume Weight}] = [\text{Item Length}] * [\text{Item Width}] * [\text{Item Height}] / 6000$**
      - ii. Item length, width and height are measured as the line connecting the furthest two points on the same plane of an item, with planes and lines used for calculation connected and perpendicular to each other in the same three-dimensional space.**
- VII. The greater of actual weight and volume weight will be called liable weight base. Compensation on damaged items will be called cargo liability, calculated on a per-item basis and by following formula:**
- a.  $[\text{Cargo Liability}] = [\text{Cargo Liability per Unit Weight}] * [\text{Liable Weight Base}]$**
- VIII. For example, an item was damaged with actual weight of 100LB, measured by scale, and volume weight of 200LB, calculated by dimension. Volume weigh is used as liable weight base as the greater weight. Thus, compensation of this damaged item is calculated as following:**
- $$[\text{Cargo Liability}] = \$\text{CAD } 0.6 / \text{LB} * 200 \text{ LB} = \text{CAD\$ } 120$$
- IX. For moves with travelling distance less or at 160KM, starting from HM Moving base and end at customer final location, claims shall be submitted within 48 natural hours after the move is completed. After 48 (forty-eight) natural hours of move completion, no claims will be accepted to review by HM Moving.**
- X. For moves with travelling distance more than 160KM, starting from HM Moving base and end at customer final location, needs to be submitted within 30 (thirty) natural days after the move is completed, with day of job completed as day one. After 30 (thirty) natural days of move completion, no claims will be accepted to review by HM Moving.**

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**HM Moving admits no liability on items transported in following conditions:**

1. **Damage on customer packed items, customer disassembled items and customer moved items**
  - a. **HM Moving admits no liability on damages on customer packed items, and/or customer disassembled items, and/or customer moved items, regardless of cause of damage.**
  - b. **Items that are not packed by HM Moving are considered Customer Packed Items.**
  - c. **Items that are not disassembled by HM Moving are considered customer disassembled items.**
  - d. **Items that are not moved by HM Moving are considered customer moved items. This includes direct customer, representative of customer and any other personnel.**
2. **Damage on pressboard or particle board furniture**
  - a. **HM Moving admits no liability on damages on pressboard or particleboard furniture, regardless of cause of damage.**
  - b. **Pressboard furniture are not made to be transported once assembled and without packaging.**
  - c. **Pressboard and particleboard furniture is defined as furniture manufactured using wood substitute, including but not limited to wood scraps, recycled paper materials and waste wood materials.**
3. **Damage on assembled lamps and pole lamps**
  - a. **HM Moving admits no liability on damages on assembled lamps and pole lamps, regardless of cause of damage.**
  - b. **Stated items are designed to transport in extensive cargo packaging and are not to be moved after assembly.**
4. **Damage on electronics and musical instrument**
  - a. **HM Moving admits no liability on damages on electronics and musical instrument, regardless of cause of damage.**
5. **Damage on antique and artistic items**
  - a. **HM Moving admits no liability on damages on antique or artistic items, regardless of cause of damage.**
6. **Damage on items with sentimental value**
  - a. **HM Moving admits no liability on items with sentimental value, regardless of cause of damage.**
7. **Damage on internal damage on sophisticated electronics**
  - a. **Panada Moving admits no liability on internal damage of sophisticated electronics.**
  - b. **Sophisticated electronics include appliances, stereo systems, sounding system, computer unit and other applicable items.**
8. **Damage on item with quality problems or concerns**
  - a. **HM Moving admits no liability on items with quality problems or concerns, regardless of cause of damage.**

- XI. **Compensation will be sent out by HM Moving within 2 (two) business days after customer agrees to admittance of damage, partial or full, by HM Moving. HM Moving shall reserve the right to refuse compensation on customer claimed damage.**

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## A.2 – General Liability

- I. **HM Moving admits no general liability for any service conducted under Express Move option.**
- II. **HM Moving currently provides up to CAD\$ 1,000 per moving job on general liability during job, with following rules:**
  1. **All customer claims on general liability needs to be informed and filed as soon as spotted, no later than end of job, and before crew leaving worksites. After crew left scene, no claims shall be accepted to review by HM Moving.**
  2. **After claim on general damage, customer is responsible for providing supporting materials within 7 (seven) natural days of job conducted, with the day of job conducted as day one. After this time, customer is considered withdraw claim and future submission will not be accepted for review.**
    - a. **Supporting material shall prove that damage(s) is caused by operation and corresponding property was in good condition prior of said operation of HM Moving.**
    - b. **HM Moving shall review each submission of materials and reply within 10 (ten) business days of receipt of materials.**
  3. **In the case of HM Moving admitting damage responsibility, customer is responsible for providing a complete estimate on repairment, replacement or other probable form of work that corresponds to admitted damage within 7 (seven) natural days of admittance, with the day of admittance as day one. After this time, customer is considered withdraw claim and future submission will not be accepted for review. HM Moving shall review each submission of estimate and reply within 10 (ten) business days of receipt of estimate.**
    - a. **All estimate needs to be provided by a reputable service provider with following details:**
      - i. **Full legal details of commissioned or contracted service conductor;**
      - ii. **Complete estimate on cost amount of all work;**
      - iii. **Complete and clear scope of work**
      - iv. **Other supporting materials regarding this estimate**
  4. **All possible compensation for claims on general liability shall be sent out by HM Moving within 14 (fourteen) business days after receipt of proof of work completion to repair, replace or conduct other form of work corresponds to admitted damage.**
    - a. **Service conductor that completes necessary work needs to be the same as the service conductor provided estimate.**
    - b. **Proof of work shall provide following details:**
      - i. **Full legal details of commissioned or contracted service conductor;**
      - ii. **Complete cost amount of all work;**
      - iii. **Complete and clear description of work;**
      - iv. **Other supporting materials to show work is complete.**

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5. HM Moving admits no liability in following situation. Customer is considered waiving liability for:
- a. Injuries on people
    - i. HM Moving admits no liability on any injuries of direct customer, representative of the direct customer or any other personnel during and after job, regardless of cause.
    - ii. Exception occurs for injuries caused by direct operation of workers of HM Moving.
  - b. Injuries on pet, supporting animal or other customer owned animal
    - i. HM Moving admits no liability on any injuries of animals owned by direct customer, representative of the direct customer or any other personnel during and after job, regardless of cause.
    - ii. Exception occurs for injuries caused by direct operation of workers of HM Moving.
  - c. Damage on third-party property
    - i. HM Moving admits no liability on damages, theft or loss of properties that are not owned by direct customers.
    - ii. Exception occurs for damage in leased rental property, not including property of public space at rental premises.
    - iii. Tenant of the building is responsible for potential damages to property of public space at rental premises.
  - d. Damage on temporarily stored property
    - i. HM Moving admits no liability on damages, theft or loss of properties that are temporarily stored in truck during move.
    - ii. HM Moving does not recommend to store items in truck.
    - iii. Customer choosing to store items in truck temporarily will be at their own risk.
- III. Crew of HM Moving will record item damage and generate internal report of damage. Internal damage report created by HM Moving is not shared to customers. HM Moving shall reserve the right to refuse compensation on customer claimed damage.

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