

Duke University Student Moveout
Powered by Transit Systems, Inc. (TSI)

Terms and Conditions

Your use of services from Transit Systems, Inc. (TSI) and your purchase of our services is subject to the following Purchase Terms and Conditions ("Purchase Terms"), together with our website Terms of Use and Privacy Policy [http: https://www.tsishipping.com/privacy-policy](https://www.tsishipping.com/privacy-policy) which are incorporated into these Purchase Terms.

Upon purchase and submission of payments to purchase our services, you acknowledge and accept the Purchase Terms as listed below.

1. Service Description

TSI's services consist of coordinating the pickup, packing, shipping, storage and/or delivery of personal items using various third party subcontractors selected by TSI, such as moving companies, delivery companies and storage facilities. TSI does not have liability for the acts or omissions of these third parties. TSI does not at any time take physical possession of your personal items.

Storage

If you elect to purchase TSI's storage solution, your Items will be stored at a third party climate controlled storage facility selected at the sole discretion of TSI. A "climate controlled facility" does not mean the facility is air-conditioned. A "climate controlled storage facility" is a storage facility with ventilation that maintains a reasonable temperature for storage.

Maximum storage period included in storage service pricing for each Item is eight(8) months. If you fail to schedule pickup or delivery of your Items at least two (2) weeks prior to the end of the 8-month period, you will be charged for an additional four (4) month storage period at the rates we will provide you at that point.

Abandonment

In the event that you do not schedule a pickup or delivery date for your Items and TSI is unable to charge your card for the additional storage period, and no other arrangements are made with TSI for delivery, pickup or shipping of your Items, the items will be considered abandoned. TSI reserves the right to assume ownership of any abandoned items 10 days post the last date of the standard delivery period for your storage period. Abandoned items may be auctioned or otherwise sold.

2. Shipping

In addition to storage services, TSI coordinates shipping services. We can coordinate the shipping of your Items home for the summer rather than storing them locally.

3. Restricted Items

TSI cannot receive, deliver, store or ship dangerous Items. You agree that your Items do not and may not consist of any firearms, hazardous or illegal materials as defined by any federal, state, provincial, or local government in the U.S. Liquid Items, food or other Items that may impose a risk to your or others' belongings may not be stored or shipped.

TSI reserves the right to refuse storage or shipment of any Item that TSI deems illegal, hazardous, and/or that may otherwise damage equipment or other items. TSI reserves the right to open and inspect any package remitted to it for storage or shipping as TSI or any of its agents or representatives deem necessary.

In the case your Items consist of any of the above prohibited items, you assume all responsibility and liability for such Items and any damages or losses that result from your failure to adhere to these service restrictions. You will indemnify and hold harmless TSI for any damages or liability related to any of your Items.

4. Lost or Damaged Items

TSI's liability to you is \$.10 per pound, per box. Additional coverage may be purchased at a cost of \$5.00 for every \$100 of value. Each shipment is subject to a \$100 deductible. Claims will be reported to TSI and administered by Moving Insurance LLC (A division of Relocation Insurance). We will need a full descriptive inventory of items that you wish to insure. Items must be insured for their full value. Items not on the descriptive inventory will be covered for \$.10 per pound.

TSI will have no liability to you for any Items that do not have clear indications of physical damage to the exterior of the packaging. TSI will not be liable for internal damage that is concealed within its outer packaging. If your boxes arrived damaged, take pictures and make notations on the delivery receipt.

Any lost or damaged Items must be reported to TSI within twenty-four (24) hours of delivery. After reporting, you must file a full claim with TSI within ten (10) days after delivery. Claims not filed within ten (10) days post the scheduled delivery date will be considered waived. All completed claims will be processed by TSI and a response issued within 30 days from their receipt. Upon approval of the claim.

All damaged Items must be inspected by a TSI representative upon delivery in order to properly inspect and assess the damage. In the case of loss of your Item, you agree to notify the TSI representative upon delivery of the other Items. The missing Items must be noted on the delivery receipt and signed by the TSI representative.

TSI will have no liability for any damage or loss to the following Items:

1. Cash.
2. Coins, jewelry, collectibles.
3. Items of intangible or indefinable value.
4. Concealed and or internal damage.
5. Minor damages caused by normal handling(including but not limited to scratches, nicks and cuts).
6. Damage to outer storage containers (e.g. plastic totes, suitcases, trunks, etc.).
7. Damages due to natural disasters, acts of terror, acts of warfare, or acts of God.
8. Damage caused to assembled furniture or particle board.

TSI's maximum liability for loss, damage, expense or cost incurred are expressly limited by the terms listed within this Agreement and are limited only to the limited storage period during which Items are in the custody of TSI.

5. Warranty Disclaimer and Limitation of Liability

TSI is not liable for any indirect, consequential, special, exemplary, or punitive damages resulting from any use of its services. All TSI services are provided "AS IS" and TSI makes no warranty with respect to the services or the outcome of using the services. TSI disclaims any and all warranties, express or implied, with respect to the services including without limitation any implied warranty of merchantability, fitness for a particular purpose and any warranty arising from a course of dealing or usage in trade.

Some states do not allow the limitation or exclusions of certain warranties, so the above may not apply to you.

6. Independent Contractors

TSI utilizes independent contractors and vendors to perform its services. You recognize the use of these parties and understand that you have no contractual agreement with any of these parties.

7. Affiliation

TSI Shipping is a privately owned limited liability company and is in no way affiliated with or endorsed by any university or college unless otherwise noted.

8. Pennsylvania Law

Transit Systems, Inc (TSI) was founded and is controlled in Wayne, Pennsylvania. As such, the laws of the Commonwealth of Pennsylvania will govern these Purchase Terms.

9. Policy and Compliance

Upon registering with us for any of our services, you acknowledge and accept the above stated Purchase Terms. TSI reserves the right to make changes to their policies and terms and conditions at any time and will provide you with notice on our website if we do so.

10. Contact Information

To contact TSI with any questions regarding our policies and terms and conditions, please email us at support@transitsystems.com