

**NORTH CAROLINA UTILITIES COMMISSION
NCUC HHG NO. 1**

**SECTION I
RULES AND REGULATIONS GOVERNING THIS TARIFF**

RULE 8 (cont.)**NOTICE**

**LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE
MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD**

Furniture manufactured from press board, particle board, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, unrepairable damage. *When a shipper elects to ship an article as defined herein, and not withstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.*

Option 1 I/we choose to disassemble and reassemble all press board, particle board, and or/engineered wood furniture prior to move. I/we assume all responsibility for damage to the press board, particle board, and/or engineered wood furniture which may occur during the disassembly of the furniture.

Option 2 I/we have engaged the services of another individual or company to disassemble all press board, particle board, and/or engineered wood furniture prior to move. I/we assume all responsibility for damage which may occur to the press board, particle board, and/or engineered wood furniture during the disassembly of the unit(s).

Option 3 I/we am/are tendering furniture constructed of press board, particle board, and/or engineered wood fully assembled as a part of our move. I/we understand that any claim for damage to the press board, particle board, and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press board, particle board, and/or engineered wood furniture is inherently susceptible to damage as outlined above.

Shipper, owner, or consignee must select Option 1, 2, or 3.

SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

DATE

ISSUED: June 7, 2005

EFFECTIVE: June 7, 2005
