

## Carrier TERMS & CONDITIONS

Revised & Effective 2024

1. In tendering the shipment described herein, shipper agrees to these terms and conditions of contract which no agent or employee of the parties may waive or alter.
2. The service to be provided by CARRIER is limited to the collection, transportation, and delivery of the shipment by CARRIER or its agents or affiliates. The shipper acknowledges that shipments will be consolidated with those of other shippers for transport and that CARRIER may not monitor the inbound and outbound movement of individual shipments at all handling centers. CARRIER is not a common carrier and reserves the right in its absolute discretion to refuse carriage to any package tendered to it for transportation. Perishable and temperature sensitive goods will be transported provided that the shipper accepts "at own risk". CARRIER does not provide special handling for such packages.
3. Shipper warrants that it is the owner of the goods transported hereunder, or it is the authorized agent of the owner of the goods and that it hereby accepts CARRIER's terms and conditions for itself and as agent for and on behalf of any other person having any interest in this shipment.
4. The Shipper shall be responsible for the accuracy and completeness of the particulars inserted in the shipping label and for ensuring that all packages set out with adequate contact details for the shipper and receiver of each package and that they are so packed, marked and labeled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for transportation and to comply with the requirements of applicable laws. Shipper shall comply with the rules and standards required by CARRIER regarding girth and weight limits, and adequate strength of packaging. CARRIER reserves the right, but is not obliged, to open and inspect any package tendered to it for transportation at any time.
5. The Shipper guarantees that any package presented for carriage under these terms has not been declared by CARRIER to be unacceptable for transport. Shipper further warrants that each shipment is properly described, marked, addressed, and is packaged to ensure safe transportation with ordinary care in handling, and where applicable, that the shipment conforms with the Private Express Statutes.
6. Shipper Guarantees that packages have been prepared in secure premises by reliable staff employed or (where different) by the party tendering the shipment to CARRIER and have been protected against unauthorized interference during their preparation, storage and transportation to CARRIER. CARRIER relies on this guarantee in accepting any package for carriage hereunder. The shipper will be responsible for the reasonable costs and expenses of CARRIER (including storage), for such losses, taxes and customs duties as CARRIER may suffer and for all claims made against CARRIER because one or more packages do not meet any of the restrictions, conditions or representations herein or because of any refusal or suspension of carriage or return of a package or shipment by CARRIER.
7. **MATERIALS NOT ACCEPTABLE (EXCLUDED FOR TRANSPORT):**
  - a. Any package containing goods which might endanger human or animal life or any means of transportation, or which might otherwise taint or damage other goods being transported by CARRIER, its agents and affiliates or other Carriers.
  - b. Any Package containing articles of unusual value.
  - c. Currency, jewelry, bullion, cashier's checks, antiques, liquor, stamps, precious metals, money orders, works of art, precious stones, electronic (equipment, devices or pieces), explosives, hazardous material, flammables, firearms and dangerous goods, negotiable instruments in bearer form or other property of similar nature, property the carriage of which is prohibited by any law, regulation, or statute of any federal, state or local government.
  - d. Any Package weighing (Actual or Dimensional) more than 55 lbs. CARRIER will reserve the right to reject acceptance or if accepted, to return to shipper or to deliver to final destination. In case shipment is accepted, in absence of any written agreement, CARRIER will assess Special Handling charges of no less than \$1.00/lb or prevailing commercial rates of CARRIER (whichever is more), which is applicable to; pickup, return to Shipper or delivery to respective destinations accordingly. Dimensional weight is determined by **(LxWxH)/225**. Dimensional weight of a package may not exceed 120% of actual weight. Dimensions are limited to (28"x24"x22").
8. CARRIER DOES NOT MAKE, AND HEREBY WAIVES AND DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING ITS SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
9. **LIMITATION OF LIABILITY: unless a higher value is declared** for carriage herein prior to such acceptance and a higher charge is paid at the rate determined by CARRIER (not greater than \$1.00 per \$100.00 of declared value or fraction thereof), the liability of CARRIER is limited to the **sum of \$100.00 at no cost to the shipper**. **Accepting higher declared value is discretionary and is subject to change at any time for each package or shipment prior to acceptance.** Shipper must maintain and submit written acknowledgement of higher declared value by CARRIER in order

to make a claim for higher declared value which was placed on a shipment prior to tendering it to CARRIER. No higher declared value can be placed on a package or shipment after it has been accepted by CARRIER. When multiple packages are placed on a single order, but shipper has not specified the declared value of each individual package, the declared value for each individual package will be determined by dividing the total declared value by the number of packages placed on a single order, subject to the \$100.00 minimum declared value for all package(s). The liability of CARRIER is limited to the declared value of the shipment or the amount of loss or damage actually sustained, whichever is less. **CARRIER is not liable for** loss, damage, delay, miss-delivery, or non-delivery caused by violation by the shipper or consignees or other party who claims interest in the shipment of any conditions of contract contained herein including, but not limited to improper or insufficient packing, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transport; for acts of God, perils of the air, public enemies, magnetic injury, erasure, or other such damage to electronic or photographic images or recordings; acts or omissions of shipper; strikes, riots, or weather conditions or mechanical delay of aircraft or automobiles or other causes of similar nature. CARRIER, SHALL NOT BE LIABLE IN ANY EVENT OR UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, OR (A) CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFIT, INTERESTS, UTILITY, LOSS OF BUSINESS OPPORTUNITY OR MARKET, WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. OR (B) DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO ITS SERVICES WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR OTHER THEORY) OR OTHERWISE, FOR AN AGGREGATE AMOUNT IN EXCESS OF \$500.

10. **CLAIM:** CARRIER's liability for loss or damage will exist only for loss or damage which occurred during the time of possession by CARRIER and will cease at the time of delivery to the final destination as instructed by Shipper or identified on each package. As a condition precedent to recovery, any claim for loss or damage must be brought by the shipper and delivered in writing to the office of CARRIER **within 30 days of the date of first possession by CARRIER**. No claim may be made against CARRIER outside of that time limit. Transportation charges may not be deducted from any such claim and no claim for loss or damage will be entertained until all transportation charges have been paid. By filing a claim, Shipper gives CARRIER and/or its assignees the right to salvage and/or destroy packages should they be found at a later time.
11. Notwithstanding the shipper's instructions to the contrary the shipper shall be primarily liable for all costs and expenses related to the shipment of the package and for costs incurred in either returning the shipment to the shipper or warehousing the shipment pending disposition.
12. **WEEKEND AND HOLIDAY SERVICES:** Such services are performed only on a pre-arranged basis. In all cases, recipient's phone number with the area code is required on the shipping label. A Label, in bright color and larger font" specifically showing "SATURDAY DELIVERY" must be affixed to each package intended for delivery on Saturday.

This Agreement shall be interpreted and enforced, and all questions arising hereunder shall be resolved and adjudicated in accordance with the laws of the State of California. These terms and conditions shall apply to and inure to the benefit of CARRIER and its authorized agents and affiliated companies, and their officers, directors and employees.