

- 1) These terms and conditions supersede all previous terms and conditions, amendments, supplements and other prior statements concerning the terms and conditions of the Express Freight Transportation Contract to which these terms and conditions apply. The downloadable version (PDF) of the Express Freight Terms and Conditions is available but the version in place on the date of shipment is controlling. Express Freight reserves the right to unilaterally modify, amend, change or supplement the Express Freight Transportation contract, including, but not limited to, rates, services, features of service and these terms and conditions, without notice. Only an officer of Express Freight may authorize a supplement to, or modification, change or amendment of, the Express Freight Transportation Contract. This restriction in modification does not apply to a modification applicable to a single customer who has a current signed Transportation Contract with Express Freight. To an extent a conflict exists between a these terms and conditions and a signed Customer Transportation Contract, the signed Customer Transportation Contract controls. Any failure to enforce or apply a term, condition, or provision of the Express Freight Transportation Contract shall not constitute a waiver of that term, condition or provision or otherwise impair our right to enforce or apply such a term, condition or provision in the future.
- 2) If there is a conflict between these terms and conditions and the terms and conditions on any Express Freight airbill, manifest, stamp, shipping label or other transit documentation, the terms and conditions in this Express Freight Transportation Contract will control.
- 3) Rates and service quotations by our employees and agents are based upon information you provide, but final rates and service may vary based upon the shipment actually tendered and the application of these terms and conditions. Rates quoted will vary depending on whether (1) the shipper is an Express Freight account holder and (2) the shipper has discounts applied to his or her account.
 - a. Shippers will be quoted Express Freight Standard List rates if they have a valid Express Freight account, do not have discounts applied to their account and if they charge their shipping to their account.
 - b. Shippers will be quoted Account Specific Rates if they have a valid Express Freight account, have discounts applied to their account and if they charge their shipping to their account.
 - c. Shippers will be quoted Express Freight Retail Rates for shipments originating in the U.S. that are paid for by cash, cashier's check, debit or credit card instead of being charged to a valid Express Freight account.

Definitions

Account Specific Rates means rates paid by Express Freight account holders who have discounts applied to their account and who charge their shipping to their Express Freight account.

Airbill, WayBill or Freight Bill means any shipping document, manifest, label, stamp, electronic entry or similar item used to tender shipments to Express Freight for transportation. Herein it will be called Freight bill.

Business Day means Monday through Friday except for the following holidays

New Year's Day	Memorial Day
July 4 th	Labor Day
Thanksgiving Day	Christmas Day

Business Delivery means any delivery that is not residential.

Chargeable weight means the greater of actual or dimensional weight. For all rating purposes, "length" is the longest side of any package or object. Any fraction of a pound is rounded up to the next higher pound

Customer, sender or shipper means the person whose name is listed on the freight bill as the shipper.

In Good credit standing means: (1) that payment on the Express Freight account is current; (2) the account is not in "cash-only" status; and (3) for commercial or business accounts, the balance due does not exceed the credit limit established by Express Freight

Proof of delivery means electronically captured delivery information, which may include date, time, location and signature information.

Consignee (also called recipient) means the person/company whose name is listed on the freight bill as the receiver of the goods; herein called the Consignee.

Reroute means to deliver a shipment to an address different from that specified on the freight bill. Any requested change to an address will incur new shipping charges.

Residential pickup (delivery) means a pickup (delivery) from a home or private residence, including locations where a business is operated from the home.

Shipment means one or more pieces, either packages or freight, moving on a single freight bill..

Overcharge means a charge based on an incorrect rate; an incorrect special handling fee; billing a service other than the service selected for the package; billing based on incorrect package or shipment weight; billing to the wrong account number; or any other billing, unrelated to a service failure, that results in an incorrect charge.

Transportation charges means amounts assessed for movement of a shipment and does not include any other fees or charges that may be assessed under the Express Freight Transportation Contract such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, COD charges and surcharges.

Valid as it relates to account numbers means an Express Freight account number that has been issued by Express Freight. And that is in good credit standing.

Non-Waiver

Any failure by us to enforce or apply a term, condition or provision of the Express Freight Service guide does not constitute a waiver of that term, condition or provision and does not otherwise import our right to enforce such term, condition or provision.

Account Numbers

For Bill Sender, Bill Recipient or Bill Third Party you must have a valid Express Freight account. If you do not have an established Express Freight account, you must pay by credit card at the time you book your shipment. For "Bill Recipient" transactions, packages can be tendered without payment, but in order for the package to be delivered, the recipient agrees to pay charges prior to delivery either by providing a valid Express Freight account or pay with a credit card. If the recipient refuses to pay, the package will be treated as undeliverable and the sender will be responsible for all transportation charges and other fees, including all special handling fees. Accounts are established and issued solely at the discretion of Express Freight. All charges will be billed and remitted in US funds.

All requests for Express Freight accounts are subject to credit investigation and verification by our Credit dept. and Customer Account Confirmation Dept. Express Freight utilizes business credit reporting agencies, audited financial statements, and other sources as necessary, to determine eligibility for open credit terms. Express Freight does not offer consumer credit privileges. Any individual shipping for personal use must prepay the shipment charges or establish an Express Freight account for billing directly to a major credit card.

The party to whom an Express Freight account is issued is liable for all charges to the account, including those resulting from unauthorized use. The account holder is responsible for the safekeeping of the account identification. This identifying account information should only be released to those authorized to charge on the account.

Failure to keep your Express Freight account current may result in your account being placed on a cash only status. Use of an account on cash only status may result in your package being delayed, rejected or returned until arrangements for payment are completed. If the account number to be billed is not valid, the shipment may be delayed until an alternative form of payment is secured. If a package is held or delivery is otherwise delayed because the account is not in good credit standing, you will not be entitled to a refund or credit or your transportation charges.

Billing

"Bill Sender" means charges will be billed to the sender. The sender's Express Freight account number must appear on the freight bill and the account must be in good credit standing.

"Bill Recipient" means charges will be billed to the recipient. (This is not C.O.D service). The recipient's Express Freight account number must be provided on the freight bill at the time of shipment or there must be a written authorization on file from the recipient for their account to be used by the sender.

"Bill Third Party" means charges will be billed to someone other than the sender or recipient. The third party may only be in the US and must be an account in good credit standing with Express Freight. The third party must have a written statement on file accepting third party billing from the shipper.

Express Freight reserves the right to verify the method of payment from any shipment and to refuse any shipment for which the method of payment cannot be verified.

Notwithstanding any payment instructions that are given to Express Freight, the SENDER is ultimately liable for, will be billed for and agrees to pay all charges and fees, including any special handling fees, if the recipient or third party fails or refuses to pay.

Bill and Special Handling Fees

A special handling fee will be charged when inaccurate information is supplied as the bill to party. If a Bill Shipper, Consignee or Third Party package is received and Express Freight cannot determine the correct account, the transportation charges plus the special handling fee will be billed directly to the sender, and no discount will be allowed.

Payer Rebilling. A special handling fee will be charged to the sender for each request for a change to billing instructions for a shipment. We will accept requests for a change to billing instructions up to 30 days from the invoice date. Such requests will be accepted only for unpaid shipments.

A \$35.00 special handling fee will be charged to you for any check or electronic funds transfer that is dishonored for any reason.

Electronically captured data will be used for billing purposes in the event a billing copy of the freight bill is not available at the time of billing.

You must furnish with your payment the invoice numbers to which your payment applies. If you have questions regarding any of our invoicing or payment, contact your account manager or email accountsreceivable@Express-Freight.com

Express Freight reserves the right to audit freight bills and shipments made via any means, including but not limited to, an electronic shipping device to verify service selection and shipment weight. If the service selected or weight entered is incorrect, we may make appropriate adjustments to the shipment charges at any time.

Default Billing. Senders are solely responsible for accurately completing all sections of the freight bill and for the entry of accurate shipment information into any electronic shipping device. If you fail to provide or correctly enter this information, you will be billed and agree to pay based on our estimate of the number of packages transported and either the dimensional weight at the time of billing. If no service is marked, we will send you shipment via 3-5 day ground freight.

Requests for invoice adjustments due to an overcharge must be received within 30 days of the original invoice date (or ship date if prepaid by cash, check, money order or credit card). Requests must be received in writing, either via email to accountsreceivable@express-freight.com or USPS.

Express Freight is not obligated to refund any overcharge or pay any other obligation owed when your Express Freight account is, or has been in the past, more than 60 days past due.

If your account is more than 60 days past due, Express Freight may, at its sole discretion, apply any overcharge amounts or other overpayments owed to you against the oldest invoices.

A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request. We will not be liable for any invoice adjustment unless you comply with the notice requirements described above. The filing of a lawsuit against Express Freight does not constitute with these notice provisions.

Additional Taxes. If a federal value-added, consumption or similar tax is applicable to your shipment, we reserve the right to add that amount to your shipping charges without notice. We pay any applicable federal excise tax on the air transportation portion of our service.

The shipper and any other party who is liable for payment are responsible for all reasonable costs incurred by Express Freight in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, and interest and court costs.

Cartage Agents

We provide pickup and delivery service to points within our primary service areas. Service outside our primary service areas may be provided through cartage agents. Cartage agents are independent contractors. They are neither employees nor agents of Express Freight, and we are not responsible for any of their acts or omissions.

Claims

We must receive notice of a claim due to damage (visible or concealed), delay or shortage within 21 calendar days after delivery of the shipment. We must receive notice of all other claims, including, but not limited to, claims for non-delivery or misdelivery, within nine months after the shipment was tendered to Express Freight for shipment.

Notice of claims must be in writing. All claims must be made within the time limits set forth previously.

Your notice of claim must include complete shipper and recipient information, as well as the Express Freight tracking number, date of shipment, number of pieces and shipment weight. Failure to provide us with notice in the manner and within the time

limits set forth in the above paragraphs will result in denial of your claim and we will have no liability or obligation to pay your claim. The filing of a lawsuit does not constitute compliance with these notice provisions.

Written documentation supporting the amount of your claim must be delivered to us within nine months after the shipment was tendered to Express Freight for shipment. Such documentation may include original purchase invoices, estimates or invoices for repair, appraisals or other records. These documents must be verifiable to our satisfaction.

We are not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance owed to us.

Express Freight reserves the right to inspect a damaged shipment on the recipient's premises as well as the right to retrieve the damaged shipment for inspections at an Express Freight Facility. The terms and conditions applicable to the original shipment (including any declared value) will govern the disposition of all claims in connection with the shipment, including any claim relative to the retrieval, inspection or return of the shipment. All of the original shipping cartons, packing and contents must be made available for our inspection and retained until the claim is concluded.

Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage on the freight bill is prima facie evidence that the shipment was delivered in good condition.

We do not accept claims from customers whose packages were tendered to Express Freight through another carrier (FedEx, UPS, SAIA, ESTES, e.g.)

Only one claim can be filed in connection with a shipment. Acceptance of payment of a claim shall extinguish any right to recover in connection with that shipment.

When we resolve a claim by paying full value for a shipment, we reserve the right to pick up the package for salvage, and all rights, title to, and interest in the package shall vest with us.

You can file a claim in the following ways:

Send a written claim, including the complete claim for and supporting documentation via USPS to Express Freight System, 2027 Williams Street, San Leandro, Ca 94577 or email to customerservice@express-freight.com. You may request a claim form by emailing customerservice@express-freight.com

Failure to comply with any of the above conditions will result in the denial of your claim.

Credit Terms

We do not provide individual consumer credit privileges.

As a condition of extending credit privileges, Express Freight reserves the right to require business customers to provide current financial information, and agree to a bank draft arrangements for payment on accounts.

When credit privileges are extended, Express Freight reserves the right to establish and enforce a credit limit on your account. At our sole discretion we may review and amend a credit limit on your account.

The invoice date begins the credit term cycle and payment is due within 30 days of the invoice date. Failure to keep your Express Freight account current will result in your account being placed on cash only status. The status may impair your ability to use our services, delay your shipments and may result in the loss of any applicable discounts.

If the account to be billed is not in good credit standing, the package may be held or stopped in transit until you make alternative payment arrangements.

The shipper and any other party who is liable for payment is responsible for all reasonable costs incurred by Express Freight in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorney' fees, collection agency fees, interest and court costs.

Credit privileges will not be restored until you have paid all past due balances in full and all costs, fees and expenses incurred by Express Freight in collecting or attempting to collect such balances. Express Freight may require establishment of electronic funds transfer as a prerequisite to credit restoration. Express Freight may decline to restore credit privileges even if all costs, fees and expenses are paid.

At our sole discretion, we may apply payments made on your account to any unpaid invoice issued on your account.

Dangerous Goods

Express Freight does not accept dangerous goods shipments prepared for ground shipment.

Firearms

Express Freight does not transport firearms as defined by the United States Gun Control Act of 1968.

**Declared Value and Limits of Liability
(Not INSURANCE COVERAGE)**

The declared value of any shipment represents our maximum liability in connection with a shipment, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to a risk of any loss in excess of the declared value is assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage.

With respect to U.S. shipments, unless a higher value is declared and paid for, our liability for each shipment is limited to \$.50/lb. When the declared value is greater than \$.50/lb., an additional amount will be charged for each US \$100 (or fraction thereof). Maximum declared value per shipment is US\$200,000.

Shipment containing all or part of the following items is limited to a declared value of US \$.50/lb.

1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to items (and their parts) such as paintings, drawings, vases, tapestries, limited edition prints, fine art, statuary, sculpture and collector's items.
2. Film, photographic images (including photographic negatives), photographic chromes and photographic slides.
3. Any commodity that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain.
4. Antiques or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware and glassware.
5. Glassware, including, but not limited to signs, mirrors, ceramics, porcelains, china, crystal, framed glass and any other commodity with similarly fragile qualities.
6. Plasma screens.
7. Jewelry including, but not limited to, costume, jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds and jewelry made of precious metal.
8. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
9. Precious metals, including, but not limited to gold and silver bullion or dust, precipitates, or platinum (except as an integral part of electronic machinery).
10. Stock, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards, bond coupons and bearer bonds.
11. Collector's items such as coins, stamps, sports cards, souvenirs and memorabilia.
12. Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments.
13. Scale models (including, but not limited to, architectural models and dollhouses) and prototypes.

When the shipper sends more than one carton/piece on a freight bill, the total declared value for all the cartons moving on the freight bill must be written in the appropriate section of the freight bill. Our liability will be limited to the total declared value (not to exceed the per shipment limit of US \$200,000, as described in this section). The declared value for each carton will be determined by dividing the total declared value by the number of cartons on the freight bill unless you provide verifiable evidence supporting a different allocation.

If a multiple-piece shipment is tendered to Express Freight skidded and shrink-wrapped as one single handling unit, the maximum declared value for that single unit is \$200,000 and not US \$200,000 per carton contained within that multiple-piece shipment. We are not liable for any concealed damage to items unless notated at delivery. Receipt of the shipment by the recipient without notice of damage on delivery is prima facie evidence that the shipment was delivered in good condition. Our liability for any loss or damage will not exceed the actual amount of the damage or the declared-value amount, whichever is lower.

Any effort to declare a value in excess of the maximums allowed in this Transportation Contract is null and void. Our acceptance for carriage of any shipment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of the Express Freight Service Guide as to such shipment.

Regardless of the declared value of a shipment, our liability for loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information, will not exceed a shipment's repair cost, its depreciated value or its replacement cost, whichever is less.

The shipper is responsible for accurately completing the freight bill or other shipping documents, including completion of the declared value section. We cannot honor requests to change the declared value information on the freight bill.

Delivery Signature Options

Express Freight requires a signature at delivery. If no one is at the address, Express Freight will reattempt delivery, Redelivery fees will apply.

Dimensional Weight

Transportation charges may be assessed based on dimensional weight, which is a volumetric standard. Dimensional-weight pricing is applicable on all shipments. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed. Customers who fail to apply the dimensional weight calculation to a shipment may be assessed dimensional weight charges from Express Freight.

Fuel Surcharges

We reserve the right to assess fuel and other surcharges on shipments without notice. The duration and amount of any surcharge will be determined at our sole discretion. By tendering your shipment to Express Freight, you agree to pay the surcharges, as determined by Express Freight. The fuel surcharge rate, if applicable, are available at www.Express-Freight.com

Inspection of Shipments

We may, at our sole discretion, open and inspect any shipment without notice.

Liabilities not assumed

Express Freight will not be liable for any damages in excess of the declared value of a shipment, whether or not Express Freight knew or should have known that such damages might be incurred.

In no event shall Express Freight, including, without limitation, agents, contractors, employees and affiliates, be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not Express Freight had knowledge that such damages might be incurred.

We will not be liable for, nor will any adjustment, refund, or credit of any kinds be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence. We will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- A. The act, default or omission of any person or entity, other than Express Freight including those of any local, state, or federal government agencies.
- B. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- C. Your violation of any of the terms and conditions contained in the Express Freight Transportation Contract, as amended or supplemented, or on a freight bill, including but not limited to, the improper or insufficient packing, securing, marking and addressing of shipments, or use of an account number not in good credit standing, or failure to give notices in the manner and time prescribed.
- D. Perils of the air, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotion, hazards, incidents to a state of war, local or national weather conditions, national or local disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to our personnel, and disruption or failure of communication and information systems (including, but not limited to, our systems).
- E. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.
- F. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.
- G. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure of damage of photographic images or soundtrack from exposed films.
- H. The loss of any person or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
- I. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
- J. Our Failure to honor package orientation graphics (e.g. "up arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.
- K. Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended.
- L. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes, light bulbs, quartz crystal, quartz lamps, glass tubes such as those used for specimens, and glass containers such as those used in laboratory test environments.

- M. You use of an incomplete, inaccurate or invalid Express Freight account number or your failure to provide a valid Express Freight account number in good credit standing in the billing instructions on shipping documentation.
- N. Our failure to notify you of any delay, loss or damage in connection with your shipment of any inaccuracy in such notice.
- O. Performance of any services will not constitute Express Freight as the shipper's or anyone's agent for any purpose.
- P. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items when not enclosed in outer packaging, or other general shipping containers caused by adhesive labels, soiling or marking incidental to transportation.
- Q. The shipment of perishables, unless shipped in accordance with the Perishables section of this Transportation Contract.
- R. The shipper's failure to provide accurate delivery address information.
- S. Shipments of any plants and plant materials, ostrich or emu eggs or live fish.
- T. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than the manufacturer's original packaging which is undamaged and has retained a good, rigid condition.
- U. Any shipment containing a prohibited items (See Prohibited Items sections)
- V. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address.
- W. The failure to properly designate a delivery address as a residential delivery or commercial delivery, including delivery addresses that were processed through any address verification function or program.
- X. Failing to obtain the signature option requested for shipments.
- Y. Any shipment where Express Freight records don't reflect that the shipment was tendered to Express Freight by the shipper.
- Z. The shipper's failure to delete all shipments entered into an Express Freight self-invoicing system, internet shipping device or any other electronic shipping method used to ship a shipment, when the shipment is not tendered to Express Freight. If you fail to do so and seek a refund, credit or invoice adjustment, you must comply with the notice provisions in invoice adjustments/overcharges in the billing section. Express Freight is not liable for any refund, credit or adjustment unless you comply with those notice provisions.
- AA. Damages indicated by any shock watch, tilt meter or temperature instruments.
- BB. Shipments released without obtaining a signature at residential address.
- CC. Express Freight will not be liable for the failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.

LIMITATIONS ON LEGAL ACTIONS

Any right you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against us under any cause of action arising from the transportation of any shipment by Express Freight will be extinguished unless you file an action within 9 months from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

Any right that you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against us under any cause of action arising from the transportation of any shipment by Express Freight shall be extinguished unless you first comply with all applicable notice periods and requirements in these terms and condition including, but not limited to the periods and requirements for providing notice under the billing and claims sections. You and we understand that timely and complete compliance with such notice periods and requirements is a contractual condition precedent to your right to any relief whatsoever, and you must plead compliance with those conditions precedent on the face of any complaint that you file against us. You and we agree that Express Freight cannot be considered to have breached any obligation to you unless or until we wrongfully deny a claim submitted to us pursuant to the notice periods and requirements contained in these terms and conditions. Finally, you and we agree that you will comply with applicable notice periods and requirements even if you believe that such compliance will not result in relief from us or if you lack knowledge regarding whether such compliance will result in relief from us.

You agree that you will not sue us as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against us. Nothing in the paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff.

To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the State of California.

The performance of any services does not make us an agent of the shipper or any third party for a purpose.

Refund or Credit Requests. To qualify for a refund or credit due to a service failure, you must notify us of the service failure and request a refund or credit of your transportation charges in compliance with the conditions listed below. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for a service failure in any lawsuit.

You may request a refund or credit of transportation charges due to a service failure via email to customerservice@express-freight.com. All requests for refund or credit of transportation charges must be received within 10 calendar days of the ship date.

A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request. A notification of the reason for an unpaid charge with your payment is not considered a request for an invoice adjustment or notice of a refund request if the reason related to a service failure.

Packaging and Marking

- A. You must comply with all applicable local, state and federal laws, including those governing packing, marking and labeling for all shipments.
- B. All packages must be prepared and packed by the shipper for safe transportation with ordinary care in handling in a transportation environment. Any articles susceptible to damage as a result of conditions that may be encountered in transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by proper packaging. Each shipment must be legibly and durably marked with the name, address and ZIP code of both the Shipper and the recipient. Shipments cannot be wrapped in kraft paper.
- C. You must use new corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides. Items that cannot be packed into cartons (such as auto tail pipes, mufflers, wheelchairs) must have all sharp edges and protrusions wrapped, and the address label must be secured.
- D. Briefcases, luggage, garment bags, aluminum cases, plastic cases computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment. Casters, wheels and rollers must be removed or packaged.
- E. If a shipment is refused by the recipient, leaks, or is damaged, the shipment will be returned to the sender if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage, or damage due to faulty packaging, the shipper is responsible for and will reimburse Express Freight for all costs and fees of any type connected with cleanup of any spill or leakage.
- F. Freight should be on a skid, pallet or other forkliftable base. Boxes should be stacked squarely on the skid without hanging over the edge and the weight should be distributed evenly on the skid to avoid excess weight being placed on materials inside the cartons. Use 70 gauge stretch wrap and pass a minimum of two bands tightly secured) through the skid and around all cartons.

Perishables

We are not liable for perishable articles unless packaged for a minimum transit time of at least 24 hours greater than our delivery commitment time for the shipment. Perishables coming in from out of the country must be packaged for additional transit time (including possible custom holds).

Pharmaceuticals

You are responsible for complying with all applicable local, state and federal laws, regulations, ordinances and rules governing the shipment of pharmaceuticals. Shipments containing pharmaceuticals must not have labels, markings or other written notice that a pharmaceutical is contained within.

Pickup and Delivery

We do not offer a restricted-delivery service and may deliver to someone other than the person or entity named as the recipient. We also may make an indirect delivery. Shipments cannot be delivered to P.O. Boxes. Shipments must include the complete street address and ZIP code of the recipient.

If we cannot deliver to an address, the shipper or third party payee will be contacted for further directions. An attempted delivery charge and /or redirected delivery charge will be made.

Any person scheduling a pickup other than the sender must provide an Express Freight account number in good credit standing; otherwise the pickup must be scheduled by the sender. Shipments must be booked prior to 1400 local time in order to receive same day pick up

At our sole discretion, we may refuse to pick up or deliver a shipment, or use alternative pickup or delivery arrangements, to maintain the safety of our employees and in cases in which we believe that our services may be used in violation of local, state or federal laws.

Additional charges may apply for late-hours, weekend or holiday pickup and delivery.

Pickup and delivery may not be available in all areas. Please call or email if your pick up/delivery is in a remote location. In order to facilitate pickups and deliveries, Express Freight may, at its sole discretion, contact the shipper or recipient to obtain delivery instructions, or to notify them that a pick up or delivery is scheduled, or various other information related to the pick up and /or delivery.

If a shipper tenders shipments that substantially exceed the number, type, size and /or weight of shipments tendered, then Express Freight at its sole discretion will adjust commitment times along with charges.

We reserve the right to assess a residential delivery surcharge on any shipment delivered to a home or private residence, including locations where a business is operated from a home, or on any shipment in which the shipper has designated the delivery address as a residence, and including shipment where the delivery location has been designated as residential delivery in error.

Plants and Plant Materials

You must ship plants and plant materials, including seedlings, plant plugs and cut flowers, in accordance with applicable local, state and federal laws. Shipments containing these items may be inspected by government agencies, which may result in a delay in delivery. We are not liable or responsible for damage, refunds or credits resulting from such delays.

Prohibited Items

You are prohibited from tendering the following items for shipment, and they will not be accepted:

- a. Cash and currency
- b. Live animals
- c. Animal Carcasses (Animal Heads and other parts for taxidermy may be accepted but must be properly packaged.
- d. Human corpses, human body parts, human embryos, or cremated or disinterred human remains.
- e. Shipments that require us to obtain a local, state or federal license for their transportation.
- f. Shipments that may cause damage or delay to equipment, personnel or other shipments.
- g. Lottery tickets and gambling devices where prohibited by law.
- h. Hazardous waste, including, but not limited to, used hypodermic needles or syringes, or other medical waste.
- i. Shipment that are wet, leaking or emit an odor of any kind.
- j. Live insects.
- k. Shipments or commodities that are prohibited by applicable local, state or federal law.
- l. Waste or garbage for disposal.

Express Freight is not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify Express Freight for any and all costs, fees and expenses Express Freight incurs as a result of the shipper's violation of any local, state, or federal laws or regulations or from tendering any prohibited item for shipment.

Proof of Delivery

- A. We will, when available, provide proof-of-delivery information for shipments delivered within our primary service areas when requested by the sender, recipient or third- party payer within 9 months of the shipping date via electronic means (email) only. If requested, we will send to the shipper, recipient or third party a copy of the signature proof of delivery via fax, mail or overnight delivery for a special handling fee.

Rate Quotations

Rates and service quotations by our employees and agents are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us. The dimensions and weights taken by Express Freight will prevail. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to tender of the shipment and the rates, and other charges that we invoice to you. Rates quoted will vary depending on whether (1) the shipper is an Express Freight account holder and (2) the shipper has discounts applied to his or her account.

Shippers will be quoted Express Freight Standard list Rates if they have a valid Express Freight account, do not have discounts applied to their account and if they charge their shipping to their account.

Shippers will be quoted Account Specific Rates if they have a valid Express freight account, have discounts applied to their account and if they charge their shipping to their account.

Shippers will be quoted Express Freight Retail Rates for shipments originating in the U.S. that are paid for by Cash, Check, Debit or credit card instead of being charged to a valid Express Freight account..

Refusal or rejection of shipments

We reserve the right to refuse, hold or return any shipment and may do so at our sole discretion and without liability to us. We will execute that right when (but not limited to cases in which): (1) the shipment may cause damage or delay to other shipment's property or personnel; (2) the shipment is likely to sustain damage or loss in transit because of improper packaging or otherwise; (3) the shipment contains any prohibited items; (4) the account of the person or entity responsible for payment is not in good credit standing; or (5) when acceptance of the shipment may jeopardize our ability to provide service to other customers. We have no liability whatsoever for refusal or rejections of shipments.

Return Options

Express Freight return options are subject to all other terms and conditions provided in the Express Freight Transportation Contract. The contents of a return shipment are subject to the same restrictions and prohibited-item limitations as the original shipment.

Routing and Rerouting

Express Freight may accept a request to reroute a shipment subject to the following conditions:

1. A special handling charge will be billed to the account number specified on the freight bill for each rerouted package, and it will appear as an address correction on the invoice.
2. To reroute a shipment, the sender must email customerservice@express-freight.com and provide us with the Express Freight account number, tracking number the new destination and a valid contact telephone number for the recipient.

3. We have no liability or any remedy for service failure for these shipments.
4. Any requested change to an address that is not a reroute or an address correction is a new shipment and new shipping charges will apply.

We will determine the routing of all shipments, including the mode of transportation used, and my use air, ground or any combination thereof in providing our services. We reserve the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

Undeliverable Shipments

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- The recipient refuses to pay or a bill-recipient shipment.
- The recipient refuses to accept the shipment.
- The Recipient's delivery address cannot be located.
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- The recipient's place of business is closed.

No appropriate person was available to accept the shipment at a delivery location.

When practicable, we will contact the sender for instructions on returning or otherwise disposing of the shipment.

If a shipment is undeliverable for any reason, we will attempt to notify the shipper to arrange for the shipment's return. The charges associated with the original shipment remain due and payable with 15 days from the invoice date.

If an Express Freight shipment is marked "bill recipient" and is refused or returned to the sender, the billing is automatically changed to "bill sender".

All returned shipments will be charged transportation charges and fees for the return shipment along with the original transportation charges and fees.

If a shipment cannot be delivered or returned or if the shipper or recipient cannot be contacted, the shipment may be transferred or disposed of by Express Freight at its sole discretion, with or without notice, and the shipper, if known, agrees to pay any costs incurred in the disposal.