



TERMS AND CONDITIONS OF CONTRACT

- 1) As used herein the words "we", "our" and "us" refer to Next Day Xpress its employees and agents."You" and "your" refer to the sender, its employees and agents.
- 2) In tendering the shipment, you agree to all the terms of the Bill of Lading and our current Service Guide. No one has the authority to alter or modify the terms of our agreement.
- 3) The sender is responsible for adequately packaging and securing this shipment and for accurately completing this form. Any errors may be adjusted by us accordingly.
- 4) Our liability for loss or damage to your package is limited to your actual damages or \$100.00 whichever is less unless you pay for and declare a higher value. You must pay \$1.80 for each additional \$100 of declared value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of the package. The highest declared value we allow is \$1,000 per package. Any declared value in excess of the maximum allowed herein is null and void and the acceptance by us of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Any shipment greater than the maximum declared value must be approved by us prior to pickup of shipment. Any shipment in excess of the \$1,000 declared value maximum is either assumed by the shipper or transferred to an insurance carrier by the shipper through the purchase of an insurance policy. The shipper should contact his insurance agent or broker if insurance coverage is desired. We DO NOT provide insurance coverage for shipments valued over \$1,000. Our liability for delays not caused by your negligence shall be limited to a refund of your delivery. We are not liable for any loss, mis-delivery or non-delivery caused by your acts of omissions, including but not limited to improper or insufficient packing, marking, securing or addressing, or anyone else with an interest in the package. Nor are we liable if you or the recipient violates any of these Terms and Conditions of Contract. We also are not liable for loss, damage or delay caused by circumstances outside of our control, including but not limited to, acts of God, weather conditions, unforeseen traffic delays, mechanical failures, acts of public enemies, war, civil commotions, or acts of omissions of public authorities who have actual or apparent authority. IN ANY EVENT, WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF SALES, INCOME, INTEREST PROFITS, ATTORNEY FEES AND OTHER RELATED COST AND WE ARE NOT LIMITED TO THESE ITEMS. SUCH DAMAGES ARE CALLED "CONSEQUENTIAL DAMAGES".
- 5) If the receiver accepts your shipment without noting any damage or loss on the delivery record we will assume that the shipment was delivered in good condition. Original shipping cartons and packing must be made available for inspector.
- 6) We may, at our option, open and inspect any shipment for any reason, including but not limited to, verification of contents prior to or after acceptance of the shipment for transportation.
- 7) All transportation charges and the C.O.D. service fee must be paid by you. We will collect the C.O.D. amount in a check or money order made payable to you, the sender.
- 8) We reserve the right to reject a shipment after acceptance and prior to performance of any part of the transportation services, when such shipment might cause damage or delay to other shipments, equipment, or personnel, or if the transportation of which is prohibited by law or is in violation of any rules contained in this Bill of Lading or our Service Guide.
- 9) Even if different payment instructions are given, you will always be primarily responsible for all delivery charges, as well as any cost we may incur in either returning or storing your shipment pending disposition.
- 10.) All claims must be made by you in writing or phoning our office:
 - A) within 14 days after we deliver your package if your claim results from shortage, damage or delay,
 - B) within 120 days after we accept your package if your claim results from non-delivery.

Within 60 days after you notify us of your claim, you must send us all relevant information about it. We are not obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges. We are not responsible for any claim or supplying information for any package after 180 days from when we accept it.