

# EXTRA Express Terms and Conditions

## Limits of Liability

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- a. The declared value of any package/shipment represents our maximum liability in connection with a shipment, including - but not limited to - any loss, damage, delay, mis-delivery, non-delivery, misinformation, and failure to provide information or mis-delivery of information.

Exposure to and risk of any loss in excess of the declared value is either assumed by the shipper or transferred by the shipper to an insurance carrier through the purchase of an insurance policy. You should contact an insurance agent or broker if you desire insurance coverage. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

- b. Except with respect to EXTRA Express Cerritos, Inc., Inc services, and subject to the limits set forth in paragraphs F, G and H below, our liability (with regards to any package/shipment) is limited to the sum of \$50.00, unless a higher value is declared for the package/shipment at the time of tender, and a greater charge is paid as provided in paragraph C below.
- c. Except with respect to EXTRA Express Cerritos, Inc., Inc services, a charge will be assessed for all packages/shipments exceeding \$50.00 in declared value. For packages/shipments exceeding \$50.00 in declared value, an additional \$1.00 will be charged for each \$100.00 (or fraction thereof) of declared value. Declared value must be entered in whole dollar amounts.
- d. Except as limited by paragraphs F, G, H and I below, the maximum declared value per package/shipment is \$100.00.
- e. EXTRA Express Cerritos, Inc., Inc, except as limited by paragraphs F, G, H and I below, the maximum declared value per piece (single handling unit) in any freight shipment is \$5,000.00 Unless a higher value is declared and paid for, liability for any freight package/shipment is limited to \$50.00 or \$0.50 per pound, whichever is greater. When a value declared on any freight package/shipment exceeds the greater of \$50 or \$0.50 per pound (per package/shipment), a \$1.00 charge will be assessed for every \$100.00 (or fraction thereof) of additional declared value. Declared value must be entered in whole dollar amounts.
- f. The maximum declared value for C.O.D. packages/shipments (for both the carriage of the goods and the C.O. D. amount) is \$100.00 per package/shipment. Other than with respect to freight packages/shipments, if no value is declared, our liability will be limited to the lesser of the C.O.D. amount or \$50.00. If no value is declared on a freight package/shipment, the declared value and our liability shall be limited to the lesser of the C.O. D. amount, \$50.00 or \$0.50 per pound - whichever is greater.
- g. Packages/Shipments (including freight) containing all or part of the following items, are limited to a maximum declared value of \$50.00:

## EXTRA Express Terms and Conditions

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, collector's items, customized or personalized musical instruments.
  2. Film, photographic images, negatives, chromes, slides, and printed matter.
  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, any commodity, which 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, glassware, collector's items such as coins, stamps, sports cards, souvenirs and memorabilia. NOTE: Collector's coins and stamps may not be shipped.
  5. Glassware, including -but not limited to - signs, mirrors, ceramics, porcelains, china, crystal, glass, framed art, flat panel display screens (all types), plasma screens, and any other commodity with similar fragile qualities.
  6. Jewelry, including - but not limited to - costume jewelry, watches and their parts, mount gems or stones (precious or semi-precious), industrial diamonds and jewelry made of precious metal.
  7. Furs, including - but not limited to - fur clothing, fur-trimmed clothing and fur pelts.
  8. Precious metals, including - but not limited to - gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
  9. Stocks, bonds, cash letters or cash equivalents, including - but not limited to - food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, pre-paid calling cards, bond coupons and bearer bonds.
- h. See the Liabilities Not Assumed section of this Service Guide for other limitations and exclusions on our liability.
- i. When the shipper send more than one package on a job number, the total declared value for all the packages moving under the job number must be stated or entered when the order is placed. Our liability will be limited to the total declared value (not to exceed the per-package limit of \$50.00 or the per-shipment limit of \$100.00, as described in this section). The declared value for each package/shipment will be determined by dividing the total declared value by the number of packages on the job number, unless you provide verifiable

## EXTRA Express Terms and Conditions

evidence supporting a different allocation. Claimant is responsible for proving the actual loss when a claim is made. In no event may the declared value for any package/shipment exceed the value of the declared entire shipment. If a package/shipment is sent pursuant to an airline interline agreement, additional restrictions may apply.

- j. If a multi-piece package/shipment is tendered palletized and shrink-wrapped as one single handling unit, the maximum declared value for that single unit is \$5,000.00 and not \$5,000.00 per package contained within that multi-piece shipment.
- k. For packages/shipments shipped to any international location, the declared value for carriage cannot be greater than the declared value for Customs.

ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IS NULL AND VOID AND THE ACCEPTANCE FOR CARRIAGE OF ANY PACKAGE/SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THIS SERVICE GUIDE AS TO SUCH PACKAGE/SHIPMENT. EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY WILL NOT EXCEED A PACKAGE/SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST - WHICHEVER IS LESS.

## RESTRICTIONS

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1. All packages/shipments are subject to the size and weight limitations of vehicles and service type, as amended from time to time by EXTRA Express Cerritos, Inc.
2. Blood, urine and other non-infectious liquid diagnostic specimens will be accepted only when shipped in a sturdy outer container\* with a sealed, watertight primary receptacle placed inside of a sealed, watertight secondary receptacle. Absorbent material must also be placed inside of the secondary receptacle. NOTE: Regulated infectious substances must be shipped in the appropriate legal packaging.
3. If multiple primary receptacles are placed into a single secondary receptacle, it should be wrapped individually to ensure that contact is prevented. The absorbent material, such as gauze or cotton wadding, must be sufficient to absorb the entire contents of all primary receptacles. It is the responsibility of the shipper to ensure that proper packaging is used.

\*Sturdy outer packaging constructed of cardboard/corrugated fiberboard, wood metal or rigid plastic is required. The sturdy outer packaging must be larger than 7 inches in length, 4 inches in width and 2 inches in depth.

4. Unacceptable packaging includes - but is not limited to - Styrofoam™, plastic

## EXTRA Express Terms and Conditions

bags, paper envelopes and paper tubes. We will refuse to accept packages/shipments not meeting these or any other federal requirements.

5. "Dangerous Goods" and dry ice, except as permitted under the Dangerous Goods section of the Terms and Conditions.
6. Multiple-package shipments will be accepted as one piece only when the shipment is stretch/shrink-wrapped or banded together to form a single handling unit. For purposes of our limit of liability, a single piece stretch/shrink-wrapped and banded pallet constitutes a single handling unit.
7. Accessible "Dangerous Goods" cannot be shipped.
8. We will accept pieces weighing more than 100 lbs, which otherwise comply with our Terms and Conditions.

General restrictions for all EXTRA Express Cerritos, Inc. services as listed elsewhere in this Service Guide also apply. The following items are restricted and may not be acceptable for shipment by EXTRA Express Cerritos, Inc.:

- Firearms
- Fireworks
- Alcoholic Beverages
- Tobacco Products
- Dangerous Goods or Hazardous Materials (except dry ice\*)
- Money, Cash, Coins, Currency, Paper Money, Endorsed Stocks, Bonds and Cash Letters
- Live Animals (Birds, Reptiles and Fish) NOTE: Edible food (lobsters, crabs or other types of live fish/shellfish) for human consumption is not prohibited.
- Human Corpses and/or Cremated Human Remains
- Packages/Shipments that require us to obtain a federal, state or local license for their transportation.
- Packages/Shipments that may cause damage or delay to equipment, personnel or other packages/shipments.
- Gaming devices, such as lottery tickets, where prohibited by federal, state or local laws.
- Packages/Shipments whose carriage is prohibited by law, statute or regulation of the state in which the package/shipment may travel.
- Used hypodermic needles and syringes or medical waste.

## EXTRA Express Terms and Conditions

\*Dry ice packages/shipments prepared in accordance with IATA do not require a Shipper's Declaration, and there is no special handling fee for transporting dry ice at this time. However, dry ice must be entered under the *Special Instructions* section when Web Ordering or specified when placing an order via phone. All dry ice packages/shipments require the proper marking and labeling. EXTRA Express Cerritos, Inc. is not required to add dry ice to packages/shipments in its system.

### Additional Restrictions

1. No more than ONE type of service may be indicated per package/shipment. If no service is indicated, we will assume that your package/shipment requires the most expedient service available at the time.
2. EXTRA Express Cerritos, Inc. will only accept packages/shipments of firearms when either the shipper or recipient is a licensed manufacturer, licensed importer, licensed dealer or licensed collector, and is not prohibited from making such shipments by federal, state or local regulations when these conditions are met. EXTRA Express Cerritos, Inc. will accept and deliver firearms between all areas served in the United States.

Firearms may not be sent C.O.D. Upon presenting the package for shipment, the shipper is required to inform EXTRA Express Cerritos, Inc. that the package/shipment contains a firearm. Firearms may not be shipped in one complete piece. When tendered for shipment, the firearm must be rendered "inoperable", either by removing the firing pin in the gun and disconnecting the barrel, or by some other means so the package/shipment does not contain a completely assembled, usable weapon.

The outside of the package/shipment should bear no label, marking or other written notice that a firearm is contained within. This includes the abbreviation of the name of the shipper or recipient, if the name would clearly indicate that the package could contain a firearm. Firearms and ammunition may not be shipped in the same package/shipment. Ammunition is always an explosive and must be shipped as "Dangerous Goods". NOTE: Signature release is not available for packages/shipments that contain firearms or ammunition.

The shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling. The local division office of the Bureau of Alcohol, Tobacco and Firearms (ATF) can provide assistance with the packaging and shipment of firearms.

3. EXTRA Express Cerritos, Inc. will not accept fireworks for shipment.
4. EXTRA Express Cerritos, Inc. will accept alcohol shipments (wine, beer and hard liquor) when BOTH the shipper and recipient are either a licensed wholesaler, licensed dealer, licensed distributor, licensed manufacturer or licensed importer

## EXTRA Express Terms and Conditions

subject to all applicable state laws. NOTE: Signature release is not available for packages/shipments that contain alcohol.

5. Tobacco products will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. Packaging should be pre-approved by EXTRA Express Cerritos, Inc. prior to shipping. Any failure to use pre-approved packaging releases us from any liability that we would otherwise assume. (See Liabilities Not Assumed for more details.) Regulations may vary from state to state.
6. Plants and plant materials (seedlings, plant plugs and cut flowers) must be shipped in accordance with applicable state and federal laws. Packages/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 delay of these packages/shipments by federal, state or local government agencies. Packaging should be pre-approved by EXTRA Express Cerritos, Inc. prior to shipping. Your failure to use pre-approved packaging release us from any liability that we would otherwise assume. (See Liabilities Not Assumed for more details.)
7. Fragile Articles/Orientation:
  - a. Packaging for all fragile articles, including - but not limited to - electronic and electrical devices, scientific testing equipment, fragile glass, crystal, porcelain or china, should be approved by EXTRA Express Cerritos, Inc. prior to shipping or we assume no liability for such packages/shipments.
  - b. We do not provide special handling for packages/shipments bearing the labels "Fragile", "Refrigeration Required" or orientation markings, such as "UP" or "THIS END UP" arrows.
  - c. Fluorescent tubes, neon lighting, neon signs, x-ray tubes, laser tubes, light bulbs and flat panel display screens (all types).

Due to the extremely fragile nature of these items, shipping is discouraged using EXTRA Express Cerritos, Inc. We assume no liability for these items if damaged in transit.

- d. Scale models, including - but not limited to - architectural models or doll houses, are classified as inherently fragile items and shipment is discouraged using EXTRA Express Cerritos, Inc. We assume no liability for these items if damaged in transit.
8. Perishables
9. Meat, fish and poultry packages/shipments can be shipped only in accordance with applicable state and federal laws. The shipper is responsible for ensuring compliance with these laws. Failure to use pre-approved packaging releases us

## EXTRA Express Terms and Conditions

from any liability for spoiled perishables that we would otherwise assume. (See Liabilities Not Assumed for more details.)

10. Dangerous Goods (See Dangerous Goods for more details.)

11. Shipments of over-the-counter and prescription pharmaceuticals will only be accepted when tendered in accordance with applicable federal, state or local laws. The shipper is responsible for compliance with all applicable laws.

Pharmaceutical packages/shipments should bear no label, markings or other written notice that a pharmaceutical is contained within. Proper packaging, such as cotton or other appropriate packing material, should be used in order to protect the contents of the package/shipment. NOTE: Signature release is not available for packages/shipments that contain pharmaceuticals.

## LIABILITIES NOT ASSUMED

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WE WILL NOT BE LIABLE FOR ANY DAMAGES - WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL - IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING - BUT NOT LIMITED TO - LOSS OF INCOME OR PROFITS.

We will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of any loss, damage, delay, mis-delivery, non-delivery, re-print, re-construction, re-distribution, mis-information or any failure to provide information, except such as may result from our sole negligence. We will not be liable for, nor shall any adjustment, refund or credit of any kind be given as a result of any loss, damage, delay, mis-delivery, non-delivery, re-print, re-construction, re-distribution, mis-information or failure to provide information caused by or resulting in whole or in part from:

- The act, default or omission of any person or entity other than EXTRA Express Cerritos, Inc.
- The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- Your violation of any of the Terms and Conditions contained in this Service Guide, as amended from time to time - but not limited to - the improper and insufficient packaging, securing, marking or addressing of shipments, or use of an account number that is not in good credit standing.
- Perils of the air, public enemies, criminal acts of any person or entities, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, hazards incident to a state of war, local or national

## EXTRA Express Terms and Conditions

weather conditions (as determined solely by us), national or local disruptions in air or ground transportation networks, strikes and/or anticipated strikes (of any entity, including other carriers), natural disasters (earthquakes, floods, hurricanes), conditions that present danger to our personnel, and disruption or failure of communication and information systems.

- Acts or omissions of any person or entity other than EXTRA Express Cerritos, Inc., including our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.
- Loss of or damage to articles packed and sealed in packages/shipments by the sender or by persons acting at sender's direction, provided the seal is unbroken at the time of delivery, the package/shipment retains its basic integrity, and receipt of shipment by the recipient without written notice of damage on the delivery record.
- Erasure of data or the loss or irretrievability of data stored on magnetic tapes, files or other storage media; Erasure or damage of photographic images or sound tracks from exposed film.
- Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
- Our failure to honor "package orientation" graphics ("UP", "THIS END UP", "FRAGILE") or other special instructions not explicitly provided for in this Service Guide on packaging, or packages/shipments not in packaging approved by us prior to shipment, where such prior approval is recommended or required herein.
- The shipment of fluorescent tubes, neon lighting, neon signs, x-ray tubes, laser tubes, light bulbs and flat panel display screens (all types).
- Scale models, including - but not limited to - architectural models, doll houses, etc.
- Failure to provide a valid EXTRA Express Cerritos, Inc. account number that is in good credit standing.
- Our failure to notify you or any delay, loss or damage in connection with your package/shipment or any inaccuracy in such notice.
- EXTRA Express Cerritos, Inc. will not be liable for packages/shipments released without obtaining a signature, if permission by sender has been granted to leave a package/shipment without a signature. NOTE: EXTRA Express Cerritos, Inc. will not leave packages/shipments without being instructed to do so.
- Performance of any services will not constitute us as shippers or anyone's agent for any purpose.
- Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items whose outer finish might be damaged by adhesive labels, soiling or



## EXTRA Express Terms and Conditions

marking unless placed within a protective container for shipment.

- Perishables, unless shipped in accordance with the *Perishables* section (under the Restrictions section).
- If a package/shipment is refused by the recipient, leaks or is damaged, the package/shipment will be returned to the sender. If the sender refuses to accept the returned package/shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for - and will reimburse EXTRA Express Cerritos, Inc. - for all costs and fees of any type connected with the legal disposal of the package/shipment, plus any costs and fees of any type connected with the clean-up of any spilling or leakage.
- Our provision of advice, assistance or guidance on the appropriate packaging of packages/shipments does not constitute acceptance of liability, unless such advice, assistance or guidance has been approved in writing by an officer of EXTRA Express Cerritos, Inc. and expressly accepts liability in the event of a damaged package/shipment.
- EXTRA Express Cerritos, Inc. will not be liable for any package/shipment where our records do not reflect that the package/shipment was tendered to us by the customer.
- Packages/Shipments of any alcoholic beverages, tobacco products, plants and plant materials.