



Terms & Conditions

1. All shipments tendered to Pro Courier Inc for transportation will be contained in securely fastened and properly addressed packages, container or mail bags conforming to applicable United States Post Office rules and regulations, and regulations applicable to private express shipments. Package shall not contain contraband or other illegal materials. All computer tapes, disks, and other items subject to, magnetic or electronic damage, will be contained in suitable protective packaging clearly marked with an appropriate warning.

2. The responsibility of Pro Courier Inc will commence upon delivery of a shipment to Pro Courier Inc and will end upon delivery to addressee, consignee, or the United States mails, whichever occurs first.

3. Pro Courier Inc will not be liable for any loss or damage caused by:

(a) strike, labor disputes, perils of the air, weather conditions, mechanical failures, acts or omissions of public authorities, acts of God or any other occurrence beyond its control, or;

(b) the act, default, or omission of the shipper, addressee, or any other party with an interest in the shipment of any person other than Pro Courier Inc or its agents, including, without limitation, government officials and Postal Service employees.

4. Unless a greater value has been placed on a shipment at the time that a request for delivery service is made to Pro Courier Inc's office dispatcher, it is agreed that, in consideration of the rate being charged the liability of Pro Courier Inc, for damage to, or loss or delay of, such shipment, is limited to \$50.

If the shipper declares to Pro Courier Inc's office or dispatcher that the value of the shipment exceeds \$50, Pro Courier Inc will furnish a rate which will provide insurance against damage to, or loss or delay of, the shipment at the higher value so declared by the shipper.

Pro Courier Inc shall not be liable, in any event, for the loss of profits or income or other special or consequential damages.

All complaints regarding damages to, or loss or delay of, any shipment must be submitted in writing to the office of Pro Courier Inc, within 15 days of delivery of the shipment.

5. PRO COURIER INC SHALL NOT BE LIABLE IN ANY CASE FOR DELAY IN DELIVERY OR FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, WHETHER OR NOT PRO COURIER INC KNEW, OR SHOULD HAVE KNOWN, THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, LOSS OF PRODUCTION, INCREASE IN EXPENSE, INTEREST, PROFITS, BUSINESS OPPORTUNITY, BANK COLLECTIONS OR SIMILAR FEES.

6. If a shipment must be stored by Pro Courier Inc in excess of 24 hours, because it is undeliverable for reasons not the fault of Pro Courier Inc, it may be subject to a reasonable storage charge.

7. Absent special arrangements previously agreed to in writing, Pro Courier Inc will not accept, or be responsible, for shipment commodities which require special or unusual handling by Pro Courier Inc. By way of example, unacceptable commodities include human remains, tissues, or fluids, animals, hazardous materials, household goods and furniture, or shipments unaccompanied by proper documentation. Shipper represents that, except pursuant to special arrangements agreed to in writing, no such commodity will be shipped under this agreement.

8. Pro Courier Inc may, at its option, open and inspect any packages tendered to it for shipment.

9. Pro Courier Inc reserves the right to reject a shipment after acceptance and prior to the performance of any transportation services, if such shipment would be likely to cause damage or delay to other shipments, equipment or personnel, or if the transportation of which is prohibited by law or violation of any rules contained in this agreement.

10. PRO COURIER INC WILL NOT BE LIABLE IN ANY CASE FOR ANY LOSS INVOLVING CASH OR CURRENCY, OR CASH EQUIVALENT ITEMS. SHIPPER UNDERSTANDS THAT PRO COURIER INC IS NOT IN THE BUSINESS OF TRANSPORTING SUCH CARGO. IN THE EVENT SHIPPER INCLUDES CASH OR CURRENCY OR EQUIVALENT ITEMS WITH HIS/HER SHIPMENT, EITHER WITH OR WITHOUT THE KNOWLEDGE OR CONSENT OF PRO COURIER INC, IT WILL BE SOLELY AT THE RISK OF THE SHIPPER.

PAYMENTS FOR INVOICES

Payments received will be applied in accordance to the following:

1. If an original invoice number is specified with payment, the monies received will be applied to that invoice as long as a balance does exist on that invoice.

2. If the original invoice number is not specified, the monies will be applied to the oldest invoice(s) with a balance still due.

Tracking, ticket, reference numbers, etc. are not original invoice numbers and therefore if referenced with payment, the monies will be applied as stated in item 2 above.