

Terms and Conditions

RESPONSIBILITY FOR PACKAGING

The customer is responsible for adequately packaging all goods for shipments. Courtesy Couriers is not responsible for concealed damage, or damage to goods not boxed or packaged properly.

LIMITATIONS ON LIABILITY AND LIABILITIES NOT ASSUMED

Courtesy Courier's liability for loss or damage to your package is limited to your actual damages or \$100.00, whichever is less, unless you declare a higher value at the time the order is placed, and the additional insurance charges are paid. If you declare a higher value and pay the additional insurance charge, our liability will be the lesser of your declared value or the actual value of your package.

In any event Courtesy Courier 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 Courtesy Courier had knowledge that such damages might be incurred including, but not limited to loss of income or profits.

Courtesy Courier will not be liable for your acts or omissions including, but not limited to improper or insufficient packing, securing, marking or addressing, or for the acts or omissions of the recipient or anyone else with an interest in the package. Also, Courtesy Courier will not be liable, if you or recipient violates any of the terms of this document. Courtesy Courier will not be liable for loss of or damage to shipments of items prohibited by law.

Courtesy Courier will not be liable for loss, damage or delay caused by events Courtesy Courier cannot control, including but not limited to acts of God, perils of air, weather conditions, acts of public enemies, wars, strikes, civic commotions or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority.

Courtesy Courier will assume no liability for loss or damage to "extraordinary value" items which may include, but are not limited to, artwork, jewelry, furs, precious metals, cash and negotiable instruments. In addition, Courtesy Courier will not be liable for any loss or claim due to the late delivery of a shipment.

FILING A CLAIM

All claims must be made within 72 hours of the delivery in which the loss or damage occurred. Claims must be made in writing along with invoice or receipt for damaged goods.

If the recipient accepts your package without noting any damage on the delivery record, Courtesy Courier will assume that the package was delivered in good condition. In order for Courtesy Courier to process your claim, you must, to the extent possible, make the original shipping cartons and packing available for inspection.

DRY RUNS

An order, which is not canceled prior to arrival of a driver, will be assessed the full delivery charge.

SALES TAX

Courtesy Courier is exempt by law from charging sales tax on any delivery.

CREDIT EXTENTION AND BILLING TERMS:

Courtesy Courier mails invoices to its customers weekly. All payments must be received within 30 days of the invoice date. Accounts with unpaid balances after 30 days are automatically placed on hold until payment has been received. Courtesy Courier has the right to charge any past due debt to the account holder's credit card on file. Accounts with unpaid balances after 30 days are charged interest at the rate of 1.5% per month calculated on the amount owed from the invoice date, until paid.

COLLECTION CHARGES:

By opening an account with Courtesy Courier your company and all individuals who personally guarantee your company's payment of account, agrees to assume liability for all costs of collection incurred by Courtesy Courier if it becomes necessary for Courtesy Courier to employ a collection agency or an attorney to collect your account indebtedness. This obligation includes but is not limited to, reasonable attorney fees.

The undersigned acknowledges that he/she has read this application in full and understands the terms and conditions. The undersigned is authorized on behalf of the company to make this application and accepts the terms and conditions set forth above. The undersigned also authorizes Courtesy Courier to check his/her credit history and to verify the information presented herein.

Signed this _____ day of _____ 20__ Company name _____

Signed: _____

Title: _____