



Priority
Courier Experts
Every Time You Call Us... We Deliver!



| DATE | PICK UP/DELIVERY ADDRESS | SERV | TRACKING # | PICK/DEL TIME | DRIVER # | PIECES | REMARK |
|------|--------------------------|------|-------------------|---------------|----------|--------|--------|
| Date | Pickup Address | | Tracking # | Pick Up Time | | | |
| | Delivery Address | | Reference / P.O.# | Del. Time | | lbs. | |
| Date | Pickup Address | | Tracking # | Pick Up Time | | | |
| | Delivery Address | | Reference / P.O.# | Del. Time | | lbs. | |
| Date | Pickup Address | | Tracking # | Pick Up Time | | | |
| | Delivery Address | | Reference / P.O.# | Del. Time | | lbs. | |
| Date | Pickup Address | | Tracking # | Pick Up Time | | | |
| | Delivery Address | | Reference / P.O.# | Del. Time | | lbs. | |
| Date | Pickup Address | | Tracking # | Pick Up Time | | | |
| | Delivery Address | | Reference / P.O.# | Del. Time | | lbs. | |
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| Date | Pickup Address | | Tracking # | Pick Up Time | | | |
| | Delivery Address | | Reference / P.O.# | Del. Time | | lbs. | |
| Date | Pickup Address | | Tracking # | Pick Up Time | | | |
| | Delivery Address | | Reference / P.O.# | Del. Time | | lbs. | |

Timberland Transportation Inc.
D.B.A. Priority Courier Experts, VANEX
DELIVERY TERMS AND CONDITIONS

1. All shipments tendered to PCE 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 appropriate warning.
2. The responsibility of PCE will commence upon delivery of a shipment to PCE and will end upon delivery to addressee, consignee, or the United States mail system, whichever occurs first.
3. PCE reserves the right to reverse bill shipping charges for all shipments that PCE deems uncollectible.
4. PCE 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 or involvement in the shipment of any person other than PCE or its agents, including, without limitation, government officials and Postal Service employees.
5. With respect to shipments to be delivered to or picked up from the United States mail system, the liability of PCE resulting from loss or damage shall in no event exceed \$1000 or \$.50 per pound, whichever is less. The term "shipment" as used in this paragraph means, each package, bag, or container of items, to be delivered or picked up.
6. With respect to all other shipments, the liability of PCE for loss or damage will be as follows:
 - (a) with respect to printed materials, including letters, checks, drafts, money orders, other bank-related media, securities, transit items, sales, audit items, business records, audit media, tabulating cards, data processing materials, legal documents, and any other printed materials, the liability of PCE will be limited to the reasonable cost of reproduction or duplication, of the physical item. This is not to exceed \$50 per item, subject to a \$2,000 per occurrence limit; provided, however, that PCE shall not be liable for any such costs unless shipper has notified PCE in advance, of the reproduction or duplication of lost or damaged items, and;
 - (b) PCE will not be liable for any loss or damage (including, but not limited to erasure) to any electronic or magnetic tape, disk or similar item, which exceeds the value of the blank physical item itself. In such event, PCE liability shall be limited to a maximum of \$1000 or \$.50 per pound, whichever is less, as defined in paragraph 4 above, unless specified otherwise in a separate agreement, and;
 - (c) PCE's liability for loss or damage to items having unusual or idiosyncratic value, such as works of art, jewels, furs, photographs or the like, shall not exceed \$1000 or \$.50 per pound, whichever is less, defined in paragraph 4 above, unless specified otherwise in a separate written agreement, and;
 - (d) PCE's liability for loss or damage to optical equipment, electronic or mechanical equipment, including such items as radios, cameras, computer equipment, or other similar items, shall not exceed \$1000 or \$.50 per pound, whichever is less, explained in paragraph 4 above, unless specified otherwise in a separate written agreement.
7. PCE SHALL NOT BE LIABLE IN ANY CASE FOR DELAY IN DELIVERY OR FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY SORT, WHETHER OR NOT PCE 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.
8. A claim for loss, damage or delay of any shipment or any part of a shipment, must be filed with PCE within 30 days of the date that the said shipment was delivered to PCE, or the date PCE took possession of the said shipment, whichever occurs first. PCE will not be liable for any claim filed 30 days from such date. PCE will consider a claim filed when its Customer Service Department has been notified in writing. PCE will entertain no claim of loss or damage to a shipment until all charges due PCE on account of such shipment have been paid.
9. If a shipment must be stored by PCE in excess of 24 hours, because it is undeliverable for reasons not the fault of PCE, it may be subject to a reasonable storage charge.
10. Absent special arrangements previously agreed to in writing, PCE will not accept, or be responsible, for shipment commodities which require special or unusual handling by PCE. By way of example, unacceptable commodities include human remains, tissues, or fluids, animals, hazardous waste, 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.
11. PCE may, at its option, open and inspect any packages tendered to it for shipment.
12. PCE 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 in violation of any rules contained in this agreement.
13. PCE WILL NOT BE LIABLE IN ANY CASE FOR ANY LOSS INVOLVING CASH OR CURRENCY, OR CASH EQUIVALENT ITEMS. SHIPPER UNDERSTANDS THAT PCE IS NOT IN THE BUSINESS OF TRANSPORTATING SUCH CARGO. IN THE EVENT SHIPPER INCLUDES CASH OR CURRENCY OR EQUIVALENT ITEMS WITH ITS SHIPMENT, EITHER WITH OR WITHOUT THE KNOWLEDGE OR CONSENT OF PCE, IT WILL BE SOLELY AT THE RISK OF THE SHIPPER.