

PDS Terms and Conditions

Definitions:

On the Waybill, "we", "our", and "us" refer to Peninsula Delivery Services(PDS), its subsidiaries, affiliates, contractors, employees, agents and sub-contractors. "You" and "your" refer to the consignor, sender, its employees, agents and anyone claiming an interest in the shipment, including any consignee. "Package" or "Packages" means any container or envelope that is accepted by us for delivery. "Shipment" or "Shipments" means all packages which are tendered to and accepted by us on a single Waybill.

Agreement To Terms:

By giving us shipments, you agree to the Terms and Conditions of this non-negotiable Waybill. No one is authorized to change these Terms and Conditions. You agree that your shipment may be carried through intermediate stopping places other than the origination point of departure.

Waybill Completion and Packaging Obligations:

You are responsible for accurately completing this Waybill and warrant that each article in the shipment is properly marked, addressed, and packaged for transportation. All shipments are subject to weight verification by us, and you accept all weight changes without notification. Additionally, all charges are based on volumetric standards; thus, when the dimensional weight exceeds the actual weight, the dimensional weight is used to determine the charges. You warrant that each package tendered for shipment is accurately described on this Waybill.

Limitation of Liability:

In consideration of the transportation charges for the movement of any shipment, it is agreed that the liability of PDS shall be limited, in any event, to the lower sum of U.S. \$100.00 per delivery, unless you declare a higher value on this Waybill and additional insurance coverage is arranged and paid for in advance. Actual value shall be determined at the time and place PDS accepted the shipment and shall exclude any special value to the shipper or any other person. The actual value of documents shall be the cost of replacing or reconstructing the documents and it is understood that the costs of reconstruction will be the shipper's responsibility and the shipper will indemnify PDS of reconstruction costs or any other associated costs above \$100.00 per shipment. The actual value of packages shall be the lower of the cost of repairing or replacing the contents or the resale or fair market value of the parcel.

Liabilities Not Assumed:

We will make every reasonable effort to deliver your shipment according to our regular delivery schedules; however, PDS is not liable for delays in delivery, damages of any kind (whether direct, indirect, incidental, special, or consequential) including but not limited to loss of income, loss of interest, loss of business opportunity, loss of use of contents, breach of other contracts, or any loss or damage arising from the inherent nature of the goods, whether or not we had knowledge that such damage might be incurred, even if the delay is our fault in picking up the shipment, transporting the shipment, or delivering the shipment. PDS will not be liable for your acts or omissions, including but not limited to incorrect declaration or goods, improper or insufficient packaging or marking or addressing of the shipment, or for acts or omissions by the consignor or consignee or anyone else with an interest in the shipment. Also, PDS will not be liable if you or the consignee violate any of the terms of our agreement. PDS will not be liable for loss of or damage to the shipments of cash, currency, security instruments, or other prohibited items. PDS does not accept for shipment cash, currency or other security instruments, perishables, precious metals or precious stones. PDS will not be liable for electrical or magnetic damage to, or erasure of electronic or photographic images or recordings. Also, PDS will not be held liable for loss of a shipment, damage to a shipment or delay caused by any events we cannot control, including but not limited to acts of God, "force majeure", the acts of another carrier or third party with whom we contract, or the action or omissions by any governmental or public authority (including but not limited to customs, health officials or postal administrations), or omission by anyone outside PDS. PDS reserves the right, without admitting liability, to refund transportation charges at its sole discretion, but is not obligated to do so.

No Warranties:

We make no warranties, express or implied.

Claims:

All claims must be made by you, the consignor, in writing to PDS Gig Harbor, WA within 30 days from the date that we accepted your shipment. No claims will be accepted or reviewed until all shipping charges and any other related charges owed have been paid in full. You may not deduct the amount of any claim from shipping and related charges. If the consignor accepts your shipment without noting any damage on the delivery records, it is agreed that the shipment was delivered in good and acceptable condition. In order for us to consider any claim for damage, you must also make the contents and the original shipping cartons and packaging materials available for inspection by us.

Right to Inspect:

Your shipment may, at our option or at the request of governmental authorities, be opened, searched and inspected by us or such authorities at any time.

Responsibility For Payment:

Even if you give us different payment instructions, you will always be primarily responsible for all charges including transportation charges, duties, customs assessments, governmental penalties and fines, taxes, brokerage fees, and our reasonable attorney fees and legal costs and disbursements related to this shipment in the case of default in payment. You will also be responsible for any costs we may incur in returning your shipment to you or warehousing it pending disposition. In the event that payment is not made within 15 days after the date that we accepted your shipment, the outstanding balance shall bear an additional service and handling charge at the rate of 1 1/2% per month, and we may turn the said account over to an attorney for collection. If we turn the balance over to an attorney for collection, there shall then be added to the balance due, as and for attorney fees, the actual reasonable fee to be paid to the attorney for his/her services.

Any dispute hereunder, including any dispute or claim which you may have, shall be heard exclusively in the courts of original jurisdiction, County of Pierce, State of Washington, United States of America, and you agree to submit to the jurisdiction of said courts. If any provision herein is found to be invalid, unenforceable, ambiguous and/or illegal, such provision shall not affect the remaining provisions, and such remaining provisions shall continue in full force and effect.

Customs Clearance:

By tendering this shipment to PDS, you hereby appoint us as your agent solely for the performance of customs clearance, and certify us as the consignee for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation confirming our appointment, and it is your responsibility to promptly provide proper documentation and confirmation where required. Furthermore, you are responsible for and warrant your compliance with all applicable laws, rules, and regulations, including but not limited to customs laws, import and export laws, and government regulations of any country to, from, through, or over which your shipment may be carried. You agree to furnish such information and complete and attach to this Waybill such documents as are necessary to comply with such laws, rules, and regulations.

Letter Of Instruction:

If you do not complete all the documents required for carriage, or if the documents you submit are not appropriate for the services or destination requested, you hereby give us permission to, at our discretion and where permitted by law, complete, correct, or replace the documents for you at your expense; however, we are not obligated to do so. Furthermore, if an original or substitute form of Waybill is needed to complete the delivery of your shipment and we complete that document, the terms of this Air Waybill will govern. No liability whatsoever is assumed to you or any other person for actions on your behalf under this provision.

Shipper's Security Endorsement:

You hereby certify that this shipment does not contain any unauthorized items, explosives, destructive devices, contraband, or hazardous materials. You are aware that all shipping documents will be retained on file for a period of time that is at our discretion.

Signing this document acknowledges PDS's Terms and Conditions and is applicable to all shipments handled by PDS for the undersigned.

Company Name: _____
Authorized Signature: _____
Print Name / Title: _____
Date _____