

delivered™

Tariff 3000

Delivered, Inc. Tariff

Tariff 3000, effective January 4, 2023

Contents

Scope of tariff	2
Definitions	2
Non-waiver	2
Account numbers	3
Alcoholic beverages	3
Animal carcasses	3
Billing	3
Claims	5
Collect on delivery (C.O.D.) service	6
Credit terms	7
Data privacy	8
Declared value and limits of liability (not insurance coverage)	8
Delivery Signature Options	8
Dimensional weight (volumetric weight)	9
Firearms	9
Fuel and other surcharges	9
Hazardous materials	9
Inspection of shipments and identification requirement	10
Liabilities not assumed	10
Limitations on legal actions	11
Package Consolidators	11
Package restrictions (size and weight)	12
Packaging and marking	12
Pharmaceuticals	12
Pickup and delivery	12
Plants and plant materials	13
Prohibited items	13
Proof of delivery	14
Rate quotations	14
Refusal or rejection of shipments	14
Return options	14
Tobacco and tobacco products	14
Undeliverable shipments	14
Warranties	15
International service conditions	15
Additional information	16

The Delivered Tariff, supersedes all previous terms and conditions, tariffs, amendments, supplements, and other prior statements concerning the rates and conditions of Delivered service to which this tariff applies. The contract of carriage as expressed in this tariff constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether oral or written, between the parties or any agents, affiliates or subcontractors thereof with respect to the subject matter hereof, and each party warrants that it has not relied and will not be relying upon any evaluation, representation or advice from the other party, its agents, affiliates or subcontractors except representations expressly made in writing in this tariff.

Delivered reserves the right to unilaterally modify, amend or supplement the rates, features of service, services, terms and conditions, and tariff in the Delivered Service Guide applicable to all customers without notice. All modifications, amendments or supplements may be authorized only by an officer in the Legal Department of Delivered or successor positions.

The Delivered Tariff and rates in this document make up the contract of carriage under which your shipments are transported, unless modified under a separate agreement. To the extent that conflicts exist, if any, between the terms and conditions, other parts of the Delivered Service Guide, and the current versions, if any, the Delivered Tariff 3000, as then in effect on the date of shipment shall control.

Note: Unless otherwise specified in this tariff, the rules listed in this tariff apply to packages originating in the U.S. for transportation via Delivered service.

Scope of tariff

- A. Participating Carriers. Delivered, Inc. (Delivered) with packages originating in the U.S.
- B. Governing Publications. Except as otherwise provided, this tariff is governed by the following publications, supplements thereto or succeeding publications thereof: Delivered Zone Locator (U.S.) and the rate information in the Delivered Service Guide in effect at the time of shipment.
- C. Scope of Operations
Delivered, Inc. :
 1. To operate as a CONTRACT CARRIER, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting GENERAL COMMODITIES (except Classes A and B explosives, household goods and commodities in bulk) between points in the U.S. under continuing contract(s) with commercial shippers, receivers or brokers of such commodities.
 2. To operate as a COMMON CARRIER, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting GENERAL COMMODITIES (except Classes A and B explosives, household goods and commodities in bulk) in packages weighing 150 lbs. or less when transported in a motor vehicle in which no one package exceeds 150 lbs., between points in the U.S.
 3. To operate as a common and contract carrier, by motor vehicle, in intrastate commerce, over irregular routes, transporting GENERAL COMMODITIES (except Classes A and B explosives, household goods and commodities in bulk) between points in the U.S.

Definitions

“Account-Specific Rates” are the rates paid by Delivered account holders who have discounts applied to their account and who charge their shipping to their Delivered account.

“Business day” means Monday through Friday for Delivered, except for the following holidays:

Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year’s Day

Observation of holidays is subject to change. Refer to the holiday list at shipdelivered.com/holidays for details.

“Business delivery” means any delivery that is not a residential delivery.

“Commercial delivery” means any delivery that is not a residential delivery.

“Consolidator” means any person, corporation, partnership or other entity that is independent from Delivered and derives income from the consolidation of the packages of others for tender to us.

“Delivered,” “Delivered,” “our,” “us” and “we” refer to Delivered, Inc., and its officers, employees and agents (but does not include cartage agents).

“In good credit standing” means: (1) that payment on the Delivered account is current; (2) the account is not in “cash only” status; and, (3) for commercial or business accounts, the balance does not exceed the credit limit established by Delivered.

“Length” is the longest side of a package.

“Overcharge” means a charge based on an incorrect rate; an incorrect special handling fee; billing a service other than the service selected for the package; billing based on incorrect package or shipment weight; billing to the wrong account number; or any other billing, unrelated to a service failure, that results in an incorrect charge.

“Package” means any container and its contents, and includes any non-containerized article.

“Proof of delivery” means electronically captured delivery information, which may include date, time, location and signature information.

“Residential delivery” means a shipment addressed to a home or private residence, including locations where a business is operated from the home, and/or a shipment in which the shipper has designated the delivery address as residential.

“Retail Rates” apply to shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid Delivered account.

“Return option” means Delivered’s Reverse Logistics Program (RLP).

“Service failure” means Delivered did not deliver your standard shipment by the end of the scheduled delivery day as published in Service Guide, except as otherwise described in this tariff.

“Ship date” or “shipment date” is the date the shipment is tendered to Delivered. For shipments tendered at an Delivered location after the last pickup time, the ship date is the next business day.

“Shipment” means one or more packages shipped together to the same recipient.

“Standard List Rates” are the rates paid by Delivered account holders who do not have discounts applied to their account and who charge their shipping to their Delivered account.

“Transportation charges” mean amounts assessed for movement of a shipment and does not include any other fees or charges that may be assessed under the Delivered Service Guide, including other transportation-related fees such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, collect on delivery (C.O.D.) charges, and surcharges.

“Valid” as it relates to account numbers means a Delivered account number that has been issued by Delivered and that is in good credit standing.

“You” or “your” means the shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.

Non-waiver

Any failure by us to enforce or apply a term, condition or provision of this Delivered Tariff does not constitute a waiver of that term, condition or provision and does not otherwise impair our right to enforce such term, condition or provision.

Account numbers

All shipments originating in the U.S. and paid for with cash, check, debit or credit card must be tendered at a staffed shipping location, and will be charged Delivered Retail Rates.

Account numbers are issued by Delivered according to shipping location and are nontransferable. Account numbers are issued and used solely at the discretion of Delivered. Delivered may discontinue the use of accounts, in whole or in part, and terminate all or particular accounts and account numbers at any time, for any reason, at its sole discretion. Improper, illegal or any other misuse of your Delivered account may also, at

the sole discretion of Delivered, result in loss of discounts or termination of the account. Improper, illegal or other misuse includes, but is not limited to, unauthorized consolidation of shipments owned by different parties, or violations of the terms and conditions in this Delivered Tariff, Pricing Agreements or other governing agreements. If your account has been compromised or stolen, the account may be closed and you may be issued a new account. However, you will be responsible for all valid charges on the closed account. Any materials, rights or privileges that you acquire by holding an Delivered account number may not be used for any purpose other than shipping with Delivered, and Delivered may seek damages against you for any improper, illegal or other misuse of your account. If your account is terminated, we reserve the right, at our sole discretion, to deny your application for new or additional Delivered account numbers at any time in the future. All charges will be billed and must be remitted in U.S. funds.

Any individual or entity that uses the Delivered account or shipping discounts of another Delivered account holder without authorization will be charged Standard List Rates for all such shipments without prior notice. This includes all shipments, whether they are classified as "Bill Sender," "Bill Recipient" or "Bill Third Party," or any other method of billing. Unauthorized use includes, but is not limited to, using the shipping discount of another Delivered account holder without the knowledge and permission of both Delivered and the account holder.

All requests for account numbers are subject to credit investigation and verification by our Credit Department and Customer Account Department. Delivered utilizes business credit reporting agencies, audited financial statements, Duns & Bradstreet, and other sources as necessary, to determine eligibility for open credit terms. Delivered does not offer consumer credit privileges. Any individual shipping for personal use must prepay the shipment charges or establish a Delivered account for billing directly to a major credit card. Stored-value cards or gift cards cannot be used to open an account; however, such cards may be used for payment when tendering a package at staffed Delivered shipping locations, and in conjunction with our credit card acceptance policy. If your Delivered account is billed directly to a credit card, you agree to the following terms: (1) you authorize Delivered to initiate variable charges to the credit card to settle charges payable to Delivered; (2) you authorize Delivered to charge your card for any unpaid amounts on your account; (3) you authorize the card issuer to pay any amounts associated with your account without requiring a signed receipt; (4) you agree to keep your card information current (Delivered may receive updates on your card information from participating issuing banks and may update your account profile to avoid service disruptions); (5) you agree that Delivered shall have no liability for any insufficient funds or other charges incurred from attempts to charge and/or place holds on your card; and (6) your agreement to these terms and conditions is to be accepted as authorization to the card issuer to pay all amounts associated with your account.

The party to whom a Delivered account number is issued is liable for all charges to the account, including those resulting from unauthorized use. The account holder is responsible for the safekeeping of the account number. The account number should be released only to those authorized to ship on the account.

Failure to keep your Delivered account current may result in "termination" of your Delivered service. If the account number to be billed is not valid, the shipment may be refused, delayed or returned until an alternative form of payment is secured. If a package is held, returned, or delivery is otherwise delayed because the account is not in good credit standing, you will not be entitled to a refund or credit of your transportation charges under the money-back guarantee policy.

You must use your Delivered account number to obtain any discount applicable to your account. Use of your account number constitutes your agreement that all packages shipped by us shall be subject to this tariff, as modified, amended or supplemented.

For Delivered services, you may only request Delivered to bill accounts with a U.S. or Canadian billing address. Any request for Delivered to bill otherwise is null and void, and Delivered, at its sole discretion, reserves the right to bill the sender for those charges and assess an invalid account surcharge.

Delivered may provide trade credit information on its account holders to credit bureaus.

Alcoholic beverages

Only licensed entities holding a state and federal license or retailers holding a state license may ship alcohol with Delivered. Consumers may not ship alcohol. Shipments containing alcoholic beverages are prohibited to locations where Delivered uses a postal service, an interline cartage agent or a freight forwarder for final delivery. Shippers must enter into an approved Delivered Alcohol Shipping Agreement before shipping any alcohol with Delivered. For more information, contact your Delivered account executive.

A. Licensee to Licensee. Delivered will accept alcohol shipments (beer, wine and spirits) when both the shipper and recipient are either licensed wholesalers, licensed dealers, licensed distributors, licensed manufacturers, licensed retailers or licensed importers, subject to additional requirements and all applicable laws and regulations. Contact your Delivered account executive for complete details.

B. Licensee to Consumer. Delivered will accept wine shipments from licensed entities directly to consumers, subject to additional requirements and all applicable laws and regulations. Contact your Delivered account executive for complete details. Shipments of beer or spirits to consumers are prohibited.

Animal carcasses

Delivered does not accept animal carcass shipments as part of its regular-scheduled service. Delivered may accept certain shipments of animal heads and other parts for taxidermy if properly packaged.

If approved by Delivered, we may accept animal carcasses, organs and other parts on an exception basis under the following conditions:

1. Shipments must be approved by the Delivered
2. The shipper must have its packaging tested and pre-approved by Delivered Packaging Design and Development for the type of animal carcass, organ or part being shipped. It is the responsibility of the shipper to adequately package shipments for all temperature extremes and handling conditions.

Contact your Delivered account executive for details and additional requirements.

Billing

A. "Bill Sender" means charges will be billed to the sender. Payment on the account must be current. The sender may request an initial rebilling to another party, but all subsequent rebills will be only to the sender.

B. "Bill Recipient's Delivered Account Number" means charges will be billed to the recipient (except for certain additional charges that are billed to the sender, including, but not limited to, weekly pickup fees, alternate address pickup fees, on-call per-package pickup charges, address correction fees, and invalid or missing account number fees). "Bill Recipient" should not be confused with C.O.D. service. In order to choose this billing option, the recipient's Delivered account number must be inputted into the sender's electronic shipping system at the time the package is processed and payment on the account must be current. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to a third party. If not paid by the third party, any additional rebilling will be to the sender's account. (See section N, Billing Special Handling Fees.) The sender is liable for, and will be billed for, all charges and fees, plus all special handling fees in the event recipient or any third party does not pay. If due to the charges the recipient account exceeds credit limits with Delivered, the sender will automatically be billed.

C. "Bill Third Party's Delivered Account Number" means charges will be billed to someone other than the sender or recipient (except for certain additional charges that are billed to

Delivered, Inc. Tariff

the sender, including, but not limited to, weekly pickup fees, alternate address pickup fees, on-call per-package pickup charges, address correction fees, invalid or missing account number fees, and fees associated with C.O.D. or electronic C.O.D. [E.C.O.D.]). In order to choose this billing option, the Delivered account number of the third party must be inputted into the sender's electronic shipping system at the time the package is processed and payment on the account must be current. If the third party is billed initially and refuses to make payment for the shipment, the charges may be rebilled to another party, but subsequent requests will only be rebilled to the sender. (See section N, Billing Special Handling Fees.) If the party that is rebilled refuses to pay, the sender is liable for and will be billed for all charges and fees, plus all special handling fees. If due to the charges the third-party account exceeds credit limits with Delivered, the sender will automatically be billed.

D. "Bill Delivered COLLECT" means transportation charges will be billed to the recipient and certain additional charges will be billed to the sender. The transportation payment methods, contact your Delivered account executive.

(Billing, cont.)

charges billed to the recipient include, but are not limited to, fuel surcharges and out-of-area surcharges. The certain additional charges billed to the sender include, but are not limited to, weekly pickup fees, alternate address pickup fees, on-call per-package pickup charges and address correction fees. In order to choose "Bill Delivered COLLECT," the sender is responsible for shipping to consignees who are authorized COLLECT recipients. If the consignee is not authorized, the sender is liable for, and will be billed for, all charges and fees, plus all special handling fees in the event the recipient or any third party does not pay. If not paid by the third party, any additional rebilling will be to the sender's account (see section N, Billing Special Handling Fees). "Bill Delivered COLLECT" should not be confused with C.O.D. service.

When shipping packages using the Delivered COLLECT service option, the sender agrees to pay all additional charges and surcharges related to the shipment other than those billed to the recipient, as described above. The sender agrees to ship packages collect only to recipients authorized by Delivered to receive collect shipments. The sender further agrees to pay all applicable transportation charges if a package is shipped to an unauthorized recipient or if an authorized recipient refuses to accept delivery of a collect shipment. An additional charge will be assessed on any package that is shipped collect to a recipient not authorized by Delivered to receive collect packages.

E. For "Bill Recipient," "Bill Third Party" or "Bill Delivered COLLECT" transactions, if the recipient or third party refuses to pay the charges, refuses delivery or cannot be contacted, the sender is responsible and will be billed for any and all charges. For "Bill Recipient," "Bill Third Party" or "Bill Delivered COLLECT" transactions, Delivered may verify the method of payment and reserves the right to not accept any "Bill Recipient," "Bill Third Party" or "Bill Delivered COLLECT" shipment for which such verification cannot be established.

F. Delivered may consider payment type in determining pricing and discounts, and reserves the right to adjust discounts based on payment type.

G. The sender's shipment may be delayed if Delivered determines that it is billed to a Delivered account number that is not in good credit standing.

H. C.O.D. shipments may not be shipped "Collect" or "Bill Recipient." Shipping charges for C.O.D. shipments must be billed to either a sender's or third party's Delivered account number; they may not be paid by cash, check or credit card.

I. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO DELIVERED THE SENDER IS ULTIMATELY LIABLE FOR ALL CHARGES AND FEES. For Delivered returns shipments, please see Return Options.

J. A special handling fee will be applied for any check or electronic funds transfer (EFT) that is dishonored due to insufficient funds on deposit or incorrect or insufficient signature of the drawer.

K. Your payment must be accompanied by the remittance data that supports the payment. Remittance data must include the Delivered invoice number and the associated amount(s) being paid on the Delivered invoice. Payment at the tracking-number level must be transmitted to Delivered via electronic data interchange (EDI) — see the EDI section below.

Payment should be sent using your remittance advice to the following:

(By U.S. Postal Service):

Delivered - Receivables
P.O. Box 147
Berea, OH 44017

Customers who receive their invoices via Delivered Billing Online should mail their payment and remittance detail to:

Delivered - Receivables
P.O. Box 147
Berea, OH 44017

L. If you receive invoices via EDI, your payment must be accompanied by electronic remittance data that includes the associated:

- Bill-to account number(s).
- Invoice number(s).
- Tracking number(s).
- Amount(s) being paid.

M. If you are interested in or have questions regarding any of our invoicing or

N. Billing Special Handling Fees. A special handling fee will be applied in the following situations:

1. Invoicing where an incomplete, inaccurate, invalid or deleted account number appears in the EDI transmission of shipping information.
 - a. For "Bill Sender" transactions, if the account number on the shipping barcode is incomplete, inaccurate, invalid or deleted, and Delivered is able to determine the correct number from Delivered records, all charges and fees, plus the special handling fee, will be billed to the sender, and any appropriate earned discount will apply. If the correct account number cannot be determined from Delivered records, all charges and fees plus the special handling fee will be billed to the sender, and no discount will be allowed.
 - b. For "Bill Third Party" or "Bill Recipient" transactions, if the third party or recipient account number in the electronic data interchange (EDI) transmission is incomplete, inaccurate, invalid or deleted, all charges and fees, plus the special handling fee, will be billed to the sender. If Delivered can determine the sender's correct account number from Delivered records, it will be used for billing, and any appropriate earned discount will apply. If billed to sender and sender's correct account number cannot be determined from Delivered records, no discount will be allowed.
 - c. The fee for an incomplete, inaccurate, invalid or deleted account number will be applied only once for each package with such an account number.

(Billing, cont.)

2. Payer Rebilling. A special handling fee will be charged to the sender for all requests to change a billing from the party billed or the bill-to party shown on the shipping transmission. If there are multiple requests, the fee may be applied for each invoice line item, which is rebilled. Requests for rebilling will be accepted up to 180 days from the invoice date, not counting the invoice date.
Requests for rebilling of transportation charges must be received via one of the approved channels:
 - a. Submit your request through the Non-Pay option with Electronic Data Interchange (EDI) if you are a registered user; or
 - b. Submit your request via email to accounts.receivable@shipdelivered.com Your request for a rebill of transportation charges must include the current invoice number, the Delivered tracking number, amount and the new Delivered account number that you want to rebill.
- O. Invoice Adjustments/Overcharges:
 1. Delivered reserves the right to audit shipments to verify service selection, shipment weight and dimensions. Package shape and dimensions may change during transit, which can affect the package's dimensional weight and surcharge eligibility. If the service selected, weight entered or dimensions entered are incorrect or change during transit, Delivered may make appropriate adjustments to the shipment charges at any time.
 2. Default Billing. Senders are responsible for (i) accurately entering shipment information in any electronic shipping device and (ii) providing original shipping labels with a unique tracking number for each package in a shipment. Because the number of packages and weight per package are critical to our ability to correctly invoice, any omission or incorrect entry, or unavailable information or documentation, will result in a billing based on our estimate of the number of packages transported and either the standard dimensional factor at the time of billing or a standard "default" weight-per-package estimate determined at our sole discretion.
 3. You may request an invoice adjustment for reasons not related to a service failure in the following ways:
 - a. Submit your request via email to accounts.receivable@shipdelivered.com Your request for a rebill of transportation charges must include the current invoice number, the Delivered tracking number, amount and the new Delivered account number that you want to rebill.
 - b. If you choose to send the invoice adjustment request separately from the remittance statement, please send to:
Delivered
(Invoice Adjustment)
PO Box 147
Berea, OH 44017A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.
 4. Requests for invoice adjustment due to an overcharge must be received within 180 days after the date of shipment. For adjustments due to a service failure, see the Money-Back Guarantee Policy section.
For additional information or assistance regarding billing issues, please contact an Delivered account executive.
5. Delivered is not obligated to refund any overcharge or pay any other obligation owed when your Delivered account is, or has been in the past, more than 60 days past due.
6. If your account is more than 60 days past due, Delivered may, at its sole discretion, apply any overcharge amounts or other overpayments it agrees are owed to you against the oldest invoices.
- P. Additional Taxes. If a federal value-added, consumption or similar tax is applicable to your shipment, Delivered reserves the right to add that amount to your shipment charges.
- Q. The sender is responsible for all reasonable costs incurred by Delivered in attempting to obtain payment on any transaction. Such costs include, but are not limited to, attorneys' fees, collection agency fees, and interest and court costs.
- R. At our sole discretion, Delivered may transfer and assign ownership of, and any rights to collect, any and all charges due and payable to us.
- S. Missing or Invalid Account Number. An account number is invalid if it is not the correct account number for the bill-to party, or it is the account number for a recipient or third party who fails to pay the shipping charges. An additional charge will be assessed for each missing or invalid account number.

Claims

- A. Filing of Claims:
 1. All claims in connection with request for Delivered C.O.D. service and all claims for loss of or damage to property tendered to Delivered for transportation in interstate or intrastate commerce (U.S.) must be filed in writing; must include or refer to the Customer Shipping Record, if applicable, tracking number, and date or other facts sufficient to identify the package involved; and must be accompanied by documents that prove the value of the property and/or extent of the loss or damage.
Documentation Requirements. Such documents may include original purchase invoices, estimates or invoices for repair (repairs are not authorized under this provision and should not be made until Delivered has inspected the damaged package or expressly waived its right to inspect the damaged package), expense statements, appraisal, final confirmation screen if online order with proof of purchase, or other certified documents; must assert our liability for the alleged loss or damage; and must make claim for the payment of a specified or determinable amount of money. A request for proof of delivery does not constitute the filing of a claim.
Notification. In the case of a claim for concealed loss or damage that is not discovered at the time of delivery, the sender or recipient must notify Delivered as promptly as possible after the discovery of the damage, and in any event no later than 10 days after the date of delivery. At the time the Damaged Claim Number is issued, the call center agent will provide a confirmation number. This number should be recorded on the claim form along with the original tracking number where indicated. Notification does not constitute filing of a claim as required in section C below.
Except as provided in the paragraph above, receipt of the shipment by the recipient without written notice of damage on the delivery record is *prima facie* evidence that the shipment was delivered in good condition. As a condition to Delivered considering a claim, all the original shipping cartons, packing (inner and outer) and contents must be made available for Delivered inspections. See the Damaged Property section below for additional details. Package and contents must be retained by the claimant until the claim is resolved.
 2. You can file a claim in the following ways:
 - a. Submit claims via email by sending email notification to: claims@shipdelivered.com
 - b. Send written claims, including the completed claim form and supporting documentation, via the U.S. Postal Service to:
Delivered Cargo Claims Department
P.O. Box 147
Berea, OH 44017
 3. Delivered will not voluntarily pay a claim for an uncertain amount, such as

(Claims, cont.)

“\$100 more or less.” Delivered is not obligated to act on any claim until all transportation charges are paid. The claim amount may not be deducted from these charges or any outstanding balance.

4. Bad order reports, appraisal reports of damage, notations of exceptions on delivery records or other documents, inspection reports issued by Delivered inspectors or inspection agencies, requests for proof of delivery, and tracer or inspection requests standing alone are not sufficient to comply with these claim filing requirements.
 5. Delivered shipment-status information is not intended or permitted to be used by the shipper to file claims. (See Shipment-Status Information in the Proof of Delivery section.)
 6. In the event that a sender requests Delivered to bill the recipient or a third party for a shipment, and the payer agreed to waive or otherwise limit its right to submit claims, the payer's waiver or other limitation will be imputed to the sender.
 7. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF A CLAIM.
 8. Delivered reserves the option to pick up salvage on damaged claims when the claim is paid in full.
- B. Acknowledgment of Claims. Delivered will, upon receipt in writing of a proper claim filed in the manner and form described in these regulations and accompanied by the documents described, acknowledge the receipt of such claim in writing within 30 days after the date of receipt by Delivered unless Delivered shall have paid or declined such claim in writing within 30 days of the receipt thereof. Delivered will create either in writing or electronically a separate file for each claim received, assign each claim a successive claim file number, and note the claim number assigned on all documents filed in support of the claim and all records and correspondence relating to the claim, including the written acknowledgment of receipt and, if in its possession, the pickup and delivery records covering the package involved. Delivered will record the date a claim is received on the face of the claim document. The date of receipt will also be noted on our written acknowledgment of receipt.
- C. Time Limit for Filing Claims. Claims in connection with requests for Delivered C.O.D. service and claims for loss, damage or delay must be filed in writing with Delivered within nine months from the date of delivery, or, in the event that Delivered failed to make delivery, within nine months after the package was tendered to Delivered for shipment. Suits against Delivered must be instituted within two years and one day from the date Delivered gives written notice that Delivered has disallowed any part of the claim specified in the notice. If claims are not filed or suits are not instituted in accordance with the foregoing provisions, Delivered will not be liable and such claims will not be paid.
- D. Investigation of Claims:
1. Each claim must be supported by the original Customer Shipping Record (if applicable), evidence that applicable transportation charges have been paid, and documents that prove the value of the property, and/or extent of the loss or damage. Such documents may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, or other certified documents. The documents must be verifiable to our satisfaction. Where the property involved in a claim has not been invoiced to the recipient, or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, Delivered will, before voluntarily paying a claim thereon, require the claimant to establish the destination value of the quantity shipped, transported or involved, and to certify the correctness of the valuations in writing.
 2. When a claim for loss of an entire package or an entire shipment cannot otherwise be authenticated upon investigation, Delivered will obtain from the recipient of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.
 3. In the event that the shipper and the recipient have refused a package, the property shall thereupon pass to Delivered. Delivered will not honor a claim for an abandoned package.
- E. Disposition of Claims. Delivered will, after receiving a written claim for loss or damage to the property transported, either pay actual or declared value for the property, whichever is lower; or decline, or make a firm compromise settlement offer in writing to the sender (unless special arrangements have been made) within 120 days after receipt of claim by Delivered. If a claim cannot be processed and disposed of within 120 days after the receipt thereof, Delivered will advise in writing of the status of the claim and

the reason for the delay in making final disposition. Acceptance of payment of a claim shall extinguish any right to recover in connection with that shipment.

F. Damaged Property:

1. Delivered Discovered Damage. Whenever property is damaged by Delivered in the course of transportation and discovered by Delivered prior to delivery, Delivered will either (1) return the damaged property to the shipper or (2) remove any damaged property and ship the balance of undamaged merchandise. If determined to be liable and if damaged property is returned to the shipper, Delivered may, at the shipper's request, pay the full actual or declared value of the property, whichever is lower, and title of the property shall thereupon pass to Delivered. If the shipper makes such a request, the shipper must hold the damaged property until Delivered has completed the processing of the shipper's claim. Delivered shall not be liable for any special, incidental or consequential damages.
2. Concealed Loss or Damage. Whenever property is delivered by Delivered and damage or loss is subsequently discovered by the recipient, inspection may be made by Delivered as promptly as practicable after receipt of request from the recipient or shipper. The shipper or recipient must notify Delivered as promptly as possible after discovery of the damage, and in any event no later than 60 days after the date of delivery. Delivered reserves the right to inspect a damaged shipment on customer premises as well as the right to retrieve the damaged shipment for inspection at a local Delivered facility. All of the original shipping cartons, packing and contents must be available for our inspection and retained until the claim is concluded. Inspection will include examination of the damaged property, the shipping container and its packing, and any other action necessary to establish all the facts. If a shortage is involved, the inspector will compare the contents of package with the invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case, the inspection will be limited to a factual report. The shipper and recipient must cooperate with Delivered to assist in the inspection. A written record of our findings will be made and a copy given to the shipper for claim support upon request. Any inspection report issued will be incorporated into the claim file. Delivered reserves the right to request a self-inspection requiring proof of damage in the form of photographs of the carton, inner packaging and damaged contents. If requested, this documentation must be delivered to us within nine months after the package was tendered to Delivered for shipment.

The terms and conditions of the Delivered Tariff applicable to the original shipment (including, but not limited to, any declared value or limitation of liability) will govern the disposition of all claims in connection with said shipment, including any claim relative to the retrieval, inspection, call tag or return of said shipment.

3. In the event Delivered does not make an inspection, the recipient must make the inspection and record all information pertinent to the cause. The recipient's inspection, in such case, may be considered as the Delivered inspection and will not jeopardize any recovery due the shipper based on the facts contained in the report.
- G. Spotted Trailers. The shipper agrees to load any trailers spotted at its facilities within 48 hours after being spotted with 300 or more packages per trailer. The shipper agrees not to file claims on any package shortages for spotted trailers. Upon written request from the shipper, Delivered agrees to notify the shipper of any package shortages within 120 hours after the shipper's packages are transmitted to Delivered. Notification to the shipper shall include date of pickup and the number of packages short of the total provided by the shipper on a computer-generated manifest. The shipper agrees not to file claims in connection with any package shortages reported by Delivered to the shipper.

Collect on delivery (C.O.D.) service

A. Delivered C.O.D. Service:

1. Delivered offers collect-on-delivery service for packages within the U.S. and from the U.S. to Canada (E.C.O.D. remittance is only available for packages within the U.S.). To request Delivered C.O.D. service, the shipper must prepare and attach to each C.O.D. package a C.O.D. label showing the amount to be collected and a C.O.D. barcode label to designate the type of collection. THE C.O.D. AMOUNT IS NOT THE SAME AS, AND SHOULD NOT BE CONFUSED WITH, DECLARED VALUE. If the shipper does not also declare the value of the package, our liability for loss or damage shall be limited to the loss or damage actually

(Collect on delivery [C.O.D.] service, cont.)

sustained by the shipper or \$100, whichever is lower (see the Declared Value and Limits of Liability section for details).

2. Delivered will collect for each C.O.D. package the amount shown on the C.O.D. label attached to the package, not to exceed \$25,000 per package. If collection cannot be made, Delivered will return the C.O.D. package to the shipper. The shipper must attach a C.O.D. barcode label to each C.O.D. package to designate the type of collection:
 - A "Regular" C.O.D. label is used when the shipper does not designate the type of payment to be collected. Delivered will accept money orders or checks (including cashier's checks, official checks, certified checks, company checks and personal checks) as payment. Cash is not an acceptable form of payment if the "Regular" C.O.D. barcode label is used.
 - A "Guaranteed Funds" C.O.D. barcode label is used when the shipper designates a money order, cashier's check, official check or certified check to be collected.
 - A "Currency" C.O.D. barcode label is used when the shipper designates only currency to be collected. Delivered will not accept currency in excess of \$750 in payment for the C.O.D. amount associated with any one package delivered in the U.S. Additional per-package charges for "Currency" C.O.D.-labeled packages delivered in the U.S. will apply. The additional per-package charges for "Currency" C.O.D.-labeled packages do not apply to shipments from the U.S. to Canada.
 3. The original transportation of packages, collection of the payment and delivery of the payment instrument or remittance of the payment are considered a single shipment and the terms and conditions in the Declared Value and Limits of Liability section are applicable to the entirety of a C.O.D. shipment.
 4. Our liability for loss, damage, delay, misdelivery, misinformation, nondelivery, failure to collect the C.O.D. amount, failure to collect the specified form of payment, collection of an instrument in the wrong amount, or failure or delay in delivering the payment instrument is limited to the declared value, subject in every event to the maximum declared-value limits and other limitations referenced above and in the Declared Value and Limits of Liability section.
 5. All checks (including cashier's checks, official checks and certified checks) and money orders tendered in payment of C.O.D. packages will be accepted by Delivered at the shipper's risk, including, but not limited to, the risk of nonpayment and forgery, and Delivered shall not be liable upon any such instrument.
 6. An additional charge will be assessed for each request for C.O.D. service to be performed, whether or not Delivered is able to collect as requested. If the recipient cannot be located or fails or refuses to pay the C.O.D. amount via the requested instrument, the shipment will be returned to the shipper, and no refund or credit of either the transportation charges or the C.O.D. charges will be given.
 7. Shipper represents and warrants it has legal right, interest, or appropriate legal title, to the C.O.D. funds subject to be collected and is authorized by the appropriate parties to receive such funds.
 8. Performance of the C.O.D. service will not constitute Delivered as the shipper's agent for any purpose, including, but not limited to, completion of the sale of the goods by the shipper to the recipient.
 9. Delivered C.O.D. shipments are not eligible for Hold at Location.
 10. Additional restrictions may apply to C.O.D. deliveries to remote rural areas in Canada, including additional limitations on the maximum C.O.D. amount. Please contact Delivered Customer Service for more information.
- B. Collect on Delivery Remittance:
1. Remittance of C.O.D. Collections. Delivered will remit the C.O.D. collection to the shipper within 10 business days from date of collection. The C.O.D. amount will be collected and remitted in the currency of the destination country. Our sole obligation shall be to timely remit the C.O.D. collection through the U.S. Postal Service, and Delivered shall not otherwise be liable for any loss or delay caused by the remittance of the C.O.D. collection.
- C. Electronic C.O.D. Remittance (E.C.O.D.) E.C.O.D. service requires the approval of Delivered for enrollment. (This service is not available for U.S.-to-Canada shipments.) If the shipper is approved by Delivered for enrollment, the following shall apply:
1. Delivered E.C.O.D. provides C.O.D. payments for approved shippers by electronic funds transfer (EFT) within 24 or 48 hours after the funds are deposited into the Delivered Bank account as described below. Shipper must choose either the 24- or 48-hour transfer option at time of enrollment.
 2. All checks received by Delivered on behalf of the shipper shall be restrictively endorsed by Delivered in substantially the following language and deposited

into our terminal bank accounts ("Delivered Bank"):FOR

DEPOSIT ONLY

DELIVERED

AS AGENT FOR THE WITHIN NAMED PAYEE

LACK OF ENDORSEMENT GUARANTEED

3. C.O.D. checks shall be deposited into the Delivered Bank account before the bank's close of business on the first business day following the delivery date. Upon deposit to Delivered Bank, Delivered shall cause the proceeds of all C.O.D. checks to be electronically transferred from Delivered Bank to the shipper's bank as shown on a voided check supplied to Delivered during the enrollment process.
4. Shipper must notify Delivered of any changes to shipper's bank, account, or routing instructions required for EFT. Once notice is received by the Delivered C.O.D. department, changes to EFT instructions may take up to 10 business days to take effect.
5. If any check collected on behalf of the shipper is timely deposited by Delivered but thereafter is dishonored and returned to our bank as non-negotiable, the risk of nonpayment shall lie with the shipper, and the shipper shall reimburse Delivered for the face amount of such check and any bank charges associated with the return of the check (non-sufficient funds charges ["NSF charges"]) by permitting Delivered to reduce subsequent electronic funds remittances by a like amount, provided that such returned check is promptly forwarded to the shipper by Delivered to the shipper's address. In the event that E.C.O.D. remittances have not been sufficient to allow Delivered to recover check amounts and associated NSF charges within 30 days, the shipper agrees to permit Delivered to electronically deduct these fees from the shipper's named financial institution. Delivered will return any NSF C.O.D. checks to shipper via Delivered 2 Day Air service.
6. All collections in the form of cash shall be deposited into the Delivered Bank account before the bank's close of business on the first business day following the delivery date.
7. If a bank does not allow a third-party endorsement of money orders or cashier's checks, the money order or cashier's check will be mailed back to the shipper, and the amount initially transferred electronically will be deducted from the shipper's subsequent E.C.O.D. remittances. In the event that E.C.O.D. remittances have not been sufficient to allow Delivered to recover the amount initially transferred from subsequent E.C.O.D. remittances within 30 days, the shipper agrees to permit Delivered to electronically deduct the amounts initially transferred from the shipper's named financial institution. Shipper agrees to permit Delivered to also reduce the next electronic funds transfer for the shipping charges included in the money order or cashier's check.
8. On or before the end of each business day during participation in the E.C.O.D. program and thereafter so long as any funds belonging to the shipper remain in the possession or control of Delivered, Delivered will transmit the details of all deposits at the shipper's designated bank and/or Delivered's bank and/or checks returned for insufficient funds to the shipper. Such reporting shall be provided to the shipper by either facsimile transmission or email as selected by the shipper during the enrollment process.
9. In addition to the charge assessed for each C.O.D. package tendered to Delivered by the shipper, an additional weekly service charge will be assessed for the E.C.O.D. service.
10. At its sole discretion, Delivered reserves the right to revoke a shipper's E.C.O.D. enrollment without notice.

Credit terms

- A. Delivered does not provide individual consumer credit privileges.
- B. Delivered will extend credit to shippers who, in the sole judgment of Delivered, are creditworthy.
- C. As a condition of extending credit privileges, Delivered reserves the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit or provide a bank letter of credit.
 1. Deposit Plan. After depositing an amount equivalent to four weeks' transportation charges as estimated by Delivered, payments are required within 15 days of invoice date. The deposit amount is subject to change to reflect revised estimates of the shipper's charges.
 2. Under the deposit plan, no interest will be paid by Delivered, nor will

(Credit terms, cont.)

additional charges be rendered for their services. Net balances will be refunded at the request of the shipper.

D. When credit privileges are extended, Delivered reserves the right to establish and enforce a credit limit on your account. At our sole discretion, we may review and amend a credit limit on your account.

E. The invoice date begins the credit term cycle, and payment is due within 15 days from the invoice date. A late payment fee will be assessed if your payment is not received by Delivered by the invoice due date. The late payment fee will equal 6% of the total past-due balance of any invoice that is past due. Failure to keep your Delivered account current will result in "termination" of your ground service.

F. IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATIVE PAYMENT ARRANGEMENTS. THE MONEY-BACK GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES.

G. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by Delivered in obtaining or attempting to obtain payment for services rendered by Delivered. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.

H. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by Delivered in collecting or attempting to collect such balances. Delivered may require you to secure the account with a form of payment as a prerequisite to credit restoration. Delivered may decline to restore credit privileges even if all costs, fees and expenses are paid.

I. Customers requesting the reinstatement of their Delivered service must contact the Recovery Collections department.

J. At our sole discretion, Delivered may apply payments made on your account to any unpaid invoice issued on your account.

Data privacy

Delivered will comply with all applicable data privacy laws, regulations and rules in relation to the processing of personal data. Delivered may, at its sole discretion, process personal data for the performance of the services and for those business purposes set forth in the Delivered Privacy Notice at Delivered.com. Delivered does not sell any personal information to another business or third party.

In relation to any personal data provided by you concerning yourself, your employees or agents, a recipient, or any third party in connection with a shipment or otherwise, you represent that you have complied with applicable data privacy laws, including obtaining the necessary legal basis for the provision of such data to Delivered and the processing by Delivered of this data as described in the Delivered Service Guide and providing the relevant individual with all information in connection with the collection, transfer and processing of such data. Delivered will not be liable for costs, claims, damages and expenses suffered or incurred by Delivered in connection with the shipper's failure to comply with the Data Privacy section in these terms and conditions. You agree to indemnify Delivered in respect of all costs, claims, damages and expenses suffered or incurred by Delivered in connection with your failure to comply with this section.

Declared value and limits of liability (not insurance coverage)

A. Delivered liability with regard to any package is limited to the sum of \$50 unless a higher value is declared at time of tender and a greater charge paid as provided in the Delivered Service Guide.

B. The declared value of any package represents our maximum liability in connection with a package, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery 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. The shipper should contact an insurance agent or broker if insurance coverage is desired. DELIVERED DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

C. In cases where the shipper declares or agrees in writing that the property being shipped is released to a value exceeding \$50 per package or article not enclosed in a package, an additional charge for each \$100 or fraction thereof of total valuation will be assessed to which the base rate applies, up to a maximum declared value of \$50,000 per package.

D. Packages containing all or part of the following items are limited to a maximum declared value of \$1,000:

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 and collector's items.
2. Film, photographic images (including photographic negatives), photographic chromes and photographic slides.
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, or any commodity that 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 and glassware.
5. Collector's items such as coins, stamps, sports cards, souvenirs and memorabilia.
6. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass and any other commodity with similarly fragile qualities.
7. Plasma screens.
8. Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.
9. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
10. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
11. 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, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds.
12. Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments.
13. Packages returned through the Delivered Reverse Logistics Program (RLP). See the Return Options section.
14. Scale models (including, but not limited to, architectural models and dollhouses) and prototypes.

E. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THE DELIVERED SERVICE GUIDE IS NULL AND VOID. OUR ACCEPTANCE FOR CARRIAGE OF ANY PACKAGE BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE DELIVERED SERVICE GUIDE AS TO SUCH PACKAGE.

F. REGARDLESS OF THE DECLARED VALUE OF A PACKAGE, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, WILL NOT EXCEED ITS REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

G. See the Liabilities Not Assumed section for other limitations and exclusions on our liability.

Delivery Signature Options

Delivered offers Delivery Signature Options for shippers. Not available for all shipments or to all destinations.

- A. Indirect Signature Required. Delivered will obtain a signature in one of three ways:
1. From someone at the delivery address; or
 2. From a neighbor, building manager or other person at a neighboring address; or
 3. The recipient can sign an Delivered door tag or other Delivered-approved means to authorize release of the package without anyone present.

If delivery cannot be completed in these ways, Delivered will reattempt delivery.

- B. Direct Signature Required. Delivered will obtain a signature from someone at the delivery address. If no one is at the address, Delivered will reattempt delivery.
- C. Adult Signature Required. Delivered will obtain a signature from someone at least 21 years old (19 years old for deliveries to Canada) at the delivery address (government- issued photo identification required). If no eligible recipient is at the address, Delivered will reattempt delivery.
- D. Shipments to residential addresses may be released without obtaining a signature. If you require a signature for a residential shipment, select one of the Delivery Signature Options.

(Delivery Signature Options, cont.)

- E. Delivered International. For Delivered International shipments from the U.S. to residential addresses in Canada, Delivered may release the package without a signature. For Delivered International shipments from the U.S. to nonresidential addresses in Canada, Delivered will attempt to obtain a signature.
- F. Indirect Signature Required is not available for shipments to nonresidential addresses.
- G. Delivered may accept requests for address corrections from a shipper or a recipient for shipments involving the Direct Signature Required or Indirect Signature Required options, alcohol shipments, and shipments where no signature is required.
- H. Delivered will assess the delivery signature charge if the shipper requests the Delivery Signature Option, even if a signature is not obtained, the option requested is not available or Delivered is unable to provide a copy of the signature obtained at delivery.
- I. Also see the Billing, Liabilities Not Assumed, Pickup and Delivery, and Proof of Delivery sections.

Dimensional weight (volumetric weight)

Transportation charges may be assessed based on dimensional weight, which is a volumetric standard. Dimensional-weight pricing is applicable on a per-package basis. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges from Delivered. See the Dimensional Weight description in the Other Transportation-Related Fees and Shipping Information section of the Delivered Service Guide for additional details.

Firearms

- A. Delivered will transport and deliver firearms (excluding handguns), antique firearms and replica firearms, all as defined by the United States Gun Control Act of 1968, as well as muzzleloaders and black powder firearms (collectively “firearms”), between areas served in the U.S., but only between:
 - 1. Licensed importers; licensed manufacturers; licensed dealers; licensed collectors; law enforcement agencies of the U.S. or any department or agency thereof; and law enforcement agencies of any state or any department, agency or political subdivisions thereof; or
 - 2. Where not prohibited by local, state and federal law, from individuals to licensed

- importers, licensed manufacturers or licensed dealers (and return of same).
- B. If your shipment contains firearms, select the Direct Signature Required or Adult Signature Required Delivery Signature Option, depending on the requirements of your shipment. See the Delivery Signature Options section for details. Firearms shipments are not eligible for signature release, driver release or indirect delivery.
- C. Delivered cannot ship or deliver firearms C.O.D. Firearms shipments are not eligible to be held at Hold at Location facilities.
- D. Upon presenting the package for shipment, the person tendering the shipment to Delivered is required to notify Delivered that the package contains a firearm. The outside of the package must not be marked, labeled or otherwise identify that the package contains a firearm.
- E. The shipper and recipient must be of legal age as identified by applicable law.
- F. The shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling. The Bureau of Alcohol, Tobacco, Firearms and Explosives can provide assistance.
- G. Delivered will transport small-arms ammunition when packed and labeled in compliance with local, state and federal law, and the Hazardous Materials section of this Service Guide. Ammunition is an explosive and must be shipped separately as hazardous materials. You agree not to ship loaded firearms or firearms with ammunition in the same package.
- H. Delivered will not accept for transport handguns, assembled or disassembled.

Fuel and other surcharges

Delivered reserves the right to assess fuel and other surcharges on shipments without notice. The amount and duration of any such surcharges will be determined at our sole discretion. By tendering your shipment to Delivered, the shipper agrees to pay the surcharges, as determined by Delivered. The fuel surcharge rate, if applicable, is available at <https://www.shipdelivered.com>.

Hazardous materials

Packages containing hazardous materials, including materials classified as “Other Regulated Materials – Domestic” (ORM-D) or Limited Quantity, cannot be shipped via Delivered international services, or to, from or within Hawaii or Alaska (consumer-commodity ORM-D and Limited Quantity can be shipped to Canada if properly labeled). Hazardous material shippers must be properly qualified through a Delivered sales representative before tendering hazardous material packages via Delivered.

- A. All packages containing hazardous materials must be properly classified, described, packaged, marked, labeled and in proper condition for transportation according to applicable regulations and Delivered requirements. Delivered accepts only certain hazardous materials.
- B. Delivered does not accept hazardous waste. This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste. Delivered also does not accept hazardous substances in reportable quantities.
- C. Delivered does not accept infectious or non-infectious human or animal cells, tissue, bodily fluids, blood, blood products, plasma, or any other material derived from human or animal blood whether in liquid or solid form; biohazards; regulated or non-regulated diagnostic cultures, specimens or samples, whether infectious or non-infectious; used health care products as defined in Title 49 of the Code of Federal Regulations; and any materials regulated as UN 2814, UN 2900, UN 3373 and UN 3291.
- D. Delivered does not accept inhalation hazards.
- E. Hazardous materials, except ORM-D and Limited Quantity materials, cannot be banded, strapped or taped to form a bundle. Packaging restrictions and service restrictions apply. Unless other U.S. Department of Transportation (DOT) restrictions apply, Delivered does not accept hazardous materials over 70 lbs. (32 kg). Delivered does not accept pails or drums over 8 gallons (32 liters). All pails or drums must be in performance-oriented packaging (POP). Delivered will accept authorized pails or drums as single packaging. Hazardous materials may not be shipped in any Delivered packaging.

(Hazardous materials, cont.)

F. Batteries, including lithium batteries, may be regulated when shipped for highway transport. Shippers should refer to the most current U.S. Department of Transportation regulations to ensure compliance with marking, labeling and packaging requirements as they pertain to the transportation of batteries. Additional restrictions may apply to the transportation of lithium batteries between the contiguous U.S. and Alaska and Hawaii. For details, contact your Delivered Sales Executive.

G. Packages containing hazardous materials are not eligible for Delivered return options, except for packages shipped by preapproved shippers using the Delivered Reverse Logistics Program.

H. All damaged or leaking hazardous material packages may be properly repackaged, prepared in accordance with applicable DOT regulations and returned to the shipper. The undamaged portion of a damaged hazardous materials shipment will be returned to the shipper for recycling, reprocessing or disposal. If the shipper refuses to accept the returned shipment, or if the shipment cannot be returned to the shipper, as determined at our sole discretion, the shipper is responsible for and will reimburse Delivered for all costs and fees of any type connected with the legal disposal of the shipment and all costs and fees of any type connected with cleanup of any spill or leakage. The minimum reimbursement per package is US\$350.

I. No service guarantees (e.g., no Delivered Money-Back Guarantee) will apply to packages not properly prepared in accordance with DOT regulations and Delivered requirements.

J. Hazardous material packages found in the Delivered system not properly prepared in accordance with DOT regulations and Delivered requirements will be held for customer pickup. If the shipper refuses to pick up or make other arrangements for delivery acceptable to Delivered, the shipper will reimburse Delivered for all costs and fees of any type connected with the legal disposal of the shipment. The shipper agrees to indemnify Delivered for any and all costs, fees and expenses Delivered incurs as a result of the shipper's failure to comply with Delivered Hazardous Materials shipping requirements. The minimum reimbursement per package is US\$350.

K. In the event the shipper loads any Delivered vehicle, the shipper agrees to segregate hazardous materials in accordance with regulations.

L. The shipper may be held accountable for all costs associated with any damaged or leaking hazardous material package that is not properly prepared in accordance with all DOT regulations and Delivered requirements. Cost may include response, cleanup and disposal.

M. Dry ice shipments must be marked and customers must notify Delivered at pickup that shipments contain dry ice.

N. Packages containing hazardous materials are not eligible for signature release, driver release or indirect delivery.

O. Charge for Handling Hazardous Materials. In addition to the other rates and charges named in this tariff, a charge will be assessed on each package of hazardous materials.

P. The shipper is required to transmit hazardous material shipping information using a Delivered electronic shipping solution, a Delivered-recognized hazardous materials vendor software application, a Delivered Compatible Solutions Program application or a custom solution that has the ability to transmit hazardous material shipping information electronically.

Inspection of shipments and identification requirement

Delivered reserves the right, but is not required, to open and inspect any package tendered to it for transport. We may, at our sole discretion, require the shipper to provide their government-issued photo identification prior to tendering a package to Delivered.

Liabilities not assumed

DELIVERED WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT DELIVERED KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.

In no event shall Delivered, including, without limitation, agents, contractors, employees and affiliates, be liable for any special, incidental or consequential damages,

including, without limitation, loss of profits or income, whether or not Delivered had knowledge that such damages might be incurred.

Delivered 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, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

1. The act, default or omission of any person or entity, other than Delivered, including those of any local, state or federal government agencies.
2. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
3. The shipper's violation of any of the terms and conditions contained in this tariff, as amended from time to time, including, but not limited to, the improper and insufficient packing, securing, marking and labeling of shipments, or use of an account number not in good credit standing.
4. Perils of the air, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, hazards incident to a state of war, local, national or international weather conditions (as determined solely by Delivered), local, national or international disruptions in transportation networks (as determined solely by Delivered), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to Delivered personnel, and disruption or failure of communication and information systems (including, but not limited to, Delivered systems).
5. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.
6. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
7. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
8. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
9. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)
10. Failing to deliver or not attempting to deliver a package on the scheduled delivery day or time, if the shipper or recipient requested a later delivery or informed Delivered that the recipient location is closed or unavailable to accept delivery on the originally scheduled delivery day or time.
11. Failing to obtain the signature option requested for shipments using Delivered Delivery Signature Options. (See the Delivery Signature Options section.)
12. Shipments released without obtaining a signature at residential addresses. (See the Delivery Signature Options and Pickup and Delivery sections.)
13. Shipments released without obtaining a signature at nonresidential addresses when release has been authorized by the shipper or recipient. (See the Delivery Signature Options section.)
14. Our failure to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.
15. Damages indicated by any shockwatch, tiltmeter or temperature instruments.
16. Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.
17. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes, light bulbs, quartz crystal, quartz lamps, glass tubes such as those used for specimens, and glass containers such as those used in laboratory test environments.
18. Your use of an incomplete, inaccurate, or invalid Delivered account number or your failure to provide a valid Delivered account number in good credit standing in the billing instructions on shipping documentation.
19. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
20. Performance of any services will not constitute Delivered as the shipper's or anyone's agent for any purpose.

(Liabilities not assumed, cont.)

21. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items when not enclosed in outer packaging, or other general shipping containers caused by adhesive labels, soiling or marking incidental to transportation.
22. Any package where Delivered package scan records do not reflect acceptance of the package by Delivered from the shipper.
23. The shipper's failure to delete all shipments entered into an Delivered system, internet shipping device or any other electronic shipping method used to ship a package, when the shipment is not tendered to Delivered. If you fail to do so and seek a refund, credit or invoice adjustment, you must comply with the notice provisions in Invoice Adjustments/Overcharges in the Billing section. Delivered is not liable for any refund, credit or adjustment unless you comply with those notice provisions.
24. Shipments of any plants and plant materials, ostrich or emu eggs, or live fish.
25. The shipment of any alcoholic beverages or firearms if you fail to comply with the applicable terms and conditions.
26. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:
 - a. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
 - b. Packaging that is in accordance with the Delivered packaging guidelines.
 - c. Delivered laptop packaging, for shipments of laptop computers.
 - d. Delivered small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.
 - e. Delivered tablet packaging, for shipments of tablet computers.
27. Delivered does not provide protective services for transportation of perishable commodities or of commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for loss of value or damage occasioned by exposure to heat or cold. The shipper agrees to not file damage claims for perishable items.
28. Delivered will not be liable for the failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.
29. Our compliance or noncompliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient, including requests made by the recipient for delivery options.
30. Our compliance or noncompliance with any request to intercept a shipment in transit, or to prevent delivery.
31. The failure to properly designate a delivery address as a Residential Delivery or Commercial Delivery, including delivery addresses that were processed through any address verification function or program.
32. The shipper's failure to provide accurate delivery address information.
33. Any shipment containing a prohibited item. (See the Prohibited Items section.)
34. Loss or damage to alcohol shipments unless an approved packaging type is used or Delivered has preapproved your packaging prior to shipment. See the Alcoholic Beverages section for further information.
35. Our inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of customs or other regulatory agencies.
36. Delays in delivery caused by adherence to Delivered policies regarding the payment of duties and taxes or other charges.
37. Our failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.
38. Hazardous-materials shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. Delivered will not pay a claim on undeclared or hidden hazardous materials.
39. Your use of Delivered customer automation systems or software versions that are no longer supported by Delivered, or your failure to update or upgrade Delivered customer automation hardware or software as provided or directed by Delivered from time to time.

Limitations on legal actions

Any civil claim for overcharges must be brought within 18 months after the claim accrues. Any civil claim for, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment, must be brought within two years and one day from the date Delivered gives written notice that Delivered has disallowed any part of the claim specified in the notice.

Any right you might have to damages, refunds, credits recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against Delivered under any cause of action arising from the transportation of any package pursuant to the Delivered Service Guide shall be extinguished unless you first comply with all applicable notice periods and requirements in this tariff including, but not limited to, the periods and requirements for providing notice under the Billing, Claims and Money-Back Guarantee Policy sections. You and Delivered understand that timely and complete compliance with such notice periods and requirements is a contractual condition precedent to your right to any relief whatsoever, and you must plead compliance with those conditions precedent on the face of any complaint that you file against Delivered. You and Delivered agree that Delivered cannot be considered to have breached any obligation to you unless or until Delivered wrongfully denies a claim submitted to Delivered pursuant to the notice periods and requirements contained in this tariff. Finally, you and Delivered agree that you will comply with applicable notice periods and requirements even if you believe that such compliance will not result in relief from Delivered or if you lack knowledge regarding whether such compliance will result in relief from Delivered.

You agree that you will not sue Delivered as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Delivered. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff.

To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which you tendered your shipment to Delivered.

The performance of any services does not make Delivered an agent of the shipper or any third party for any purpose.

Package Consolidators

Package Consolidators are responsible for complying with all applicable requirements in this tariff including, but not limited to, customs and other legal requirements applicable to packages tendered for international transportation.

If you tender packages to a Package Consolidator instead of to us directly, the following limitations apply:

- A. Package Consolidators are not agents of Delivered, and we are not responsible for any errors or omissions made by them.
- B. Package Consolidators may submit claims for refunds or credits for shipping charges under the money-back guarantee policy. Neither the person or entity tendering the package to the Package Consolidator nor the recipient is eligible for refunds or credits under the money-back guarantee policy.
- C. In order for a Package Consolidator to receive packaging supplies from Delivered, the Package Consolidator must first enter into a Packaging and Pricing Agreement.

(Package Consolidators cont.)

D. Package Consolidators may charge Delivered Retail Rates for Delivered shipping services, but they are not required to. Package Consolidators set their own rates for reselling Delivered services.

E. Package Consolidators are not required to have the Delivered Declared Value Shipment Form at their location. Dropoff customers should bring their own Delivered Declared Value Shipment Form to the Package Consolidator with declared value dropoff packages.

F. Delivered assumes no liability, other than to the Package Consolidator, for lost, damaged or delayed shipments tendered to a Package Consolidator, as the Package Consolidator is the shipper of these packages. The Package Consolidator's barcode must appear as the shipper's barcode for all shipments paid for at a Package Consolidator. Package Consolidators are independently owned and operated businesses.

G. See the Package Consolidator representative for information regarding rates and services and the terms and conditions of carriage. Inquiries or claims regarding shipments tendered to a Package Consolidator must also be directed to the Package Consolidator.

H. As directed by Delivered, Package Consolidators must require a government-issued photo ID to validate the identity of their customer and must keep a record of the name and address on the ID of their customer for each package.

Package restrictions (size and weight)

A. Delivered will accept for transport packages that weigh up to the maximum package weight published in the Delivered Service Guide in effect at the time of shipment and that measure up to 165 inches in combined length and girth. Delivered reserves

the right to assess additional handling, oversize package and unauthorized package surcharges on any package whose dimensions are altered during transit, causing it to meet the parameters for these charges.

MEASUREMENT OF LENGTH AND GIRTH:

- Regular-Shaped Packages: The length and girth of a package is length plus (two times the height) plus (two times the width). If the dimension includes a fraction, a fraction of one-half or greater will be rounded up to the next whole number; less than one-half will be rounded down to the next whole number.
- Irregular-Shaped Packages and Regular-Shaped Articles With Hollow or Open Spaces: To measure combined length and girth, assume the package or article to be enclosed in a six-sided, rectangular container, and then determine the combined length and girth as for regular-shaped packages.

B. Charge for Unauthorized Packages. In addition to the other rates and charges named in this tariff, a charge will be assessed for the following conditions:

- Any package measuring more than 108 inches in length.¹
- Any package measuring more than 165 inches in length and girth combined.¹
- Any package measuring more than 150 lbs.¹

Unauthorized packages will be rated based on the greater of the package's actual rounded weight or dimensional weight, subject to a 90-lb. minimum billable weight.

¹ These packages are unauthorized and may be refused, returned to the shipper or disposed of by Delivered. However, at Delivered's sole discretion, they may be accepted and delivered. In the event of disposal, the shipper, if known, agrees to pay any costs incurred in the disposal.

Packaging and marking

A. All packages must be prepared and packed by the sender for safe transportation with ordinary care in handling. Recipient address labels should be placed on both sides of each package with an additional label enclosed inside. Any articles susceptible to damage as a result of conditions that may be encountered in air transportation, such as changes in temperature, must be adequately protected by proper packaging. Each shipment must be legibly and durably marked with the name, address and ZIP code of both the shipper and recipient. The ZIP code is crucial to the efficient movement of the package through the Delivered system.

New corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides should be used. Items that cannot be packed into cartons (auto tail pipes, mufflers, tires, rims, and so on) must have all sharp edges and protrusions wrapped, and the address label must be secured using the tie-on tag or the tire/ crate label provided by Delivered (or you may secure it by wrapping pressure-sensitive tape completely around the object). Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment. Casters, wheels or rollers must be removed or packaged.

B. If a shipment is refused by the recipient, leaks, or is damaged, the shipment will be returned to the sender, if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and will reimburse Delivered for all costs and fees of any type connected with the legal disposal of the shipment and all costs and fees of any type connected with cleanup of any spill or leakage.

C. Fragile Articles/Orientation. 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 preapproved by Delivered prior to shipping.

D. Package Inspection and Testing. Delivered reserves the right to request a shipper to submit a representative sampling of the packaging for inspection and testing. If the shipper fails to comply with our request to inspect and test the packaging, or the sampling fails Delivered testing, Delivered will not be liable for any damages due to improper packaging.

E. Delivered may issue written notice to you if you repeatedly fail to adhere to Delivered's packaging requirements due to your pattern or practice of insufficient packaging. Claims for damage or loss associated with an identified pattern or practice of insufficient packaging will be denied. Any such claim filed related to your shipments will not be paid, regardless of which party files the claim, unless the claimant can establish that the loss or damage did not result from a failure to use proper packaging. Delivered will continue to deny such claims until we determine that you have ceased the pattern or practice of failing to adhere to the packaging requirements. Nothing in this paragraph is intended to limit Delivered's right to deny a claim where the shipment in dispute is found to have improper packaging.

F. Pre-shipment Inspection and Testing for Oversize Packages. At the sole discretion of Delivered, Delivered may require a shipper of packages classified as Oversize, as defined in the Rates section of the Delivered Service Guide, to submit a representative sampling of the oversize packaging for inspection and testing. If the shipper fails to comply with our request to inspect and test oversize packaging or the sampling fails Delivered testing, Delivered will not be liable for any damage to shipper's oversize packages.

For general packaging assistance, including packing, sealing and labeling tips and information on how to submit your packaging for testing or evaluation, contact your Delivered sales executive.

Pharmaceuticals

You are responsible for complying with all applicable local, state and federal laws, regulations, ordinances and rules governing the shipment of pharmaceuticals. Packages containing pharmaceuticals must not have labels, markings or other written notice that a pharmaceutical is contained within. Select the Direct Signature Required Delivery Signature Option if you require Delivered to obtain a signature from someone at the delivery address, or the Adult Signature Required Delivery Signature Option if you require an adult signature for delivery. See the Delivery Signature Options section for details.

Pickup and delivery

A. Pickup Service:

- Delivered may provide on-call pickup service for a per-package pickup fee for customers that do not have a Delivered regular scheduled pickup. This fee may be higher if the pickup is made the same day it is requested or if the request is made through Delivered Customer Service.
- Delivered may provide pickup service for a weekly pickup fee to regular scheduled pickup customers.
- An alternate address pickup fee may apply to pickup service at shipping locations other than the location associated with the Delivered account number. The alternate address pickup fee only applies to account numbers assessed the weekly pickup fee.
- Charges for pickup service shall apply in addition to the rates set forth in the Delivered Service Guide in effect at the time of shipment. Upon payment of the applicable pickup service charge, Delivered will call at the shipper's premises once each business day, if required, to pick up packages for delivery to all points served by Delivered.
- A return pickup surcharge applies for Delivered Print Return Label and Delivered Email Return Label shipments.

(Pickup and delivery, cont.)

6. The shipper agrees to declare all applicable additional charges on the Customer Shipping Record or Declared Value Shipment Form, if applicable. Delivered reserves the right to assess additional charges on those packages that the shipper does not properly rate and to re-rate packages the shipper fails to rate properly.
- B. Delivery. Delivered does not offer a restricted-delivery service and may deliver to someone other than the person or entity named as the recipient. We also may make an indirect delivery. Indirect delivery is a completed delivery to an address or location other than the address on the label and includes shipments delivered via Indirect Signature Required service. Delivered may release the package with no signature at a residential address if none of the Delivered Delivery Signature Options are selected. Delivered will attempt to obtain a signature for shipments to nonresidential addresses, except that when Delivered uses a postal service, an interline cartage agent or a freight forwarder for final delivery, we may release such shipments with no signature if an Delivered Delivery Signature Option is not selected. If a Delivery Signature Option is selected and Delivered uses a postal service, an interline cartage agent or a freight forwarder for final delivery, one of the following may occur at Delivered's discretion:
1. If available, a cartage agent that can return a signature may be selected; or
 2. If a signature cannot be returned, Delivered may call the shipper and request to eliminate the signature requirement; or
 3. The package may be returned to the shipper.

Where a signature is required, Delivered will make up to three attempts at delivery. A notice that delivery has been attempted will be left at the recipient's address after the first and second attempts. (See the Delivery Signature Options section.)

At our sole discretion, shipments having a declared value of \$500 or greater in the currency of the destination country may not be released without a signature even where the release is otherwise authorized.

Delivered may, at its sole discretion, utilize a postal service, an interline cartage agent, a freight forwarding service or other carrier for pickups and deliveries, which may result in additional transit days and/or service restrictions. Our tender of a shipment to a postal service, an interline cartage agent, a freight forwarding service or other carrier constitutes delivery of the shipment by us for all purposes.

Shipments to hotels, hospitals, government offices or installations, university campuses, or other facilities that utilize a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by Delivered.

In order to facilitate delivery or release of a shipment, Delivered may, at its sole discretion, contact the recipient to obtain delivery instructions, or to notify them that a delivery is scheduled, that a delivery has been completed or that a shipment is available for pickup at a Hold at Location facility.

At its discretion, Delivered may not deliver or attempt delivery on the scheduled delivery day if the shipper or recipient requested a later delivery or informed Delivered that the recipient is closed or unavailable to accept delivery on the scheduled delivery day.

In this situation, charges will be assessed based on the service initially selected by the shipper. The shipper or payer is responsible for communicating with the recipient regarding requested later delivery times and is responsible for knowing the days and times that the recipient location can accept Delivered deliveries.

We reserve the right to assess a Residential Delivery surcharge on any shipment delivered to a home or private residence, including locations where a business is operated from a home, or on any shipment in which the shipper has designated the delivery address as a residence, including shipments where the delivery location has been designated as Residential Delivery in error.

C. Redirect to Hold at Location:

1. The shipper or recipient may request to redirect a package to the closest Delivered terminal in relation to the delivery area of the original address.
2. Shipments that are requested to be redirected to Hold at Location are not eligible for service failures.

Plants and plant materials

Shipping of plants and plant materials is discouraged by Delivered. Delivered assumes no liabilities if such materials are damaged in transit or if damages result from delay of shipment. If you choose to ship plants or plant materials, including seedlings, plant plugs and cut flowers, they must be shipped in accordance with applicable local, state and federal laws. Packages containing these items may be inspected by government agencies, which may result in a delay in delivery or seizure by government inspectors. Delivered is not liable or responsible for damage, refunds or credits

resulting from such delays or seizures. (See the Liabilities Not Assumed and Money-Back Guarantee Policy sections.)

Prohibited items

You are prohibited from tendering the following items for shipment, and you agree not to do so:

1. Money, cash, coins, currency, paper money and negotiable instruments equivalent to cash, such as endorsed stocks, bonds and cash letters.
2. All live animals. (Edible seafood, such as live lobsters, crabs or other types of fish and shellfish for human consumption, is acceptable, provided the shipper is in compliance with all local, state, and federal laws.)
3. Animal carcasses, except as provided in the Animal Carcasses section. (This restriction does not apply to properly packaged meat or poultry products intended for human consumption.)
4. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
5. Shipments that require us to obtain a local, state or federal license for their transportation.
6. Shipments that may cause damage or delay to equipment, personnel or other shipments.
7. Items resembling a bomb, hand grenade or other explosive device, except as provided in the Hazardous Materials section. This includes, but is not limited to, inert products such as novelty items, training aids and works of art.
8. Lottery tickets and gambling devices where prohibited by law.
9. Hazardous waste. This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste. Delivered also does not accept hazardous substances in reportable quantities.
10. Liquid mercury, in any quantity, not contained as a necessary component in any product or piece of equipment in its original manufactured state.
11. Infectious or non-infectious human or animal cells, tissue, bodily fluids, blood, blood products, plasma, or any other material derived from human or animal blood whether in liquid or solid form; biohazards; regulated or non-regulated diagnostic cultures, specimens or samples, whether infectious or non-infectious; used health care products as defined in Title 49 of the Code of Federal Regulations; and any materials regulated as UN 2814, UN 2900, UN 3373 and UN 3291.
12. Inhalation hazards.
13. Packages that are wet, leaking or emit an odor of any kind.
14. Live insects.
15. Shipments or commodities that are prohibited by applicable local, state or federal law.
16. Counterfeit goods, including, but not limited to, goods under a trademark that is identical to or substantially indistinguishable from a registered trademark, without the approval or oversight of the registered trademark owner (also commonly referred to as "fake goods" or "knock-offs").
17. Tobacco and tobacco products, including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha.
18. Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use and marijuana-derived cannabidiol ("CBD"); any product with a delta-9-tetrahydrocannabinol ("THC") concentration of more than 0.3% on a dry weight basis, except as set out in 21 CFR 1308.35; and synthetic cannabinoids.
19. Raw or unrefined hemp plants, or their subparts (including, but not limited to, hemp stalks, hemp leaves, hemp flowers and hemp seeds), except as set out in 21 CFR 1308.35.
20. Any substance that has not been approved for a medical use by the U.S. Food and Drug Administration and also has been listed as a Drug or Chemical of Concern by the U.S. Drug Enforcement Administration, including, but not limited to, kratom and *Salvia divinorum*.
21. Common fireworks.
22. Containers of liquids with a volume exceeding 8 gallons (32 liters) or 70 lbs. in weight.

(Prohibited items, cont.)

23. Restriction for Service to Alaska and Hawaii. The following goods are prohibited: those of unusual value, hazardous materials (including UN 3090 Lithium Metal Batteries, UN 3480 Lithium Ion Batteries, ORM-D and Limited Quantity materials), household goods, commodities in bulk, commodities requiring special equipment or handling and those commodities injurious or contaminating to other lading, nondomesticated animal products, dangerous goods, furs, hazardous substances or any materials regulated by the DOT or by the International Civil Aviation Organization (ICAO), jewelry, live animals, perishables (including, but not limited to, perishable foodstuffs and foods and beverages requiring refrigeration or other environmental control), plants and seeds.
24. Hazardous materials service, including limited quantity, ORM-D, combustible liquids and all lithium batteries, is not available to or from air-served locations, including, but not limited to: Catalina Island, CA; Beaver Island, MI; Mackinac Island, MI; The Bass Islands, OH; and Kelley's Island, OH.
25. Handguns.
26. Bump fire stocks and other rapid-fire trigger activators.
27. Ghost guns and other firearms not containing a serial number.
28. Any firearm or other weapon manufactured using a 3-D printing machine.
29. 3-D printing machines designed, or that function exclusively, to manufacture firearms.
30. Waste or garbage for disposal.

Notwithstanding any other provision of the Delivered Service Guide, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify Delivered for any and all costs, fees and expenses Delivered incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

Proof of delivery

- A. Verification of Delivery. Shippers may obtain proof of package delivery, including delivery date, online at SHIPDELIVERED.COM. There is no additional charge for this service.
- B. Shipment-Status Information. Delivered may provide selected shippers a daily or weekly list generated from our shipment-status information. This list is provided so that shippers will have a quick, abbreviated record of packages shipped and received. Shipment-status files contain preliminary and incomplete delivery data. It is not intended or permitted to be used to file claims or to determine whether any individual shipment fails to meet Delivered service commitments.

Rate quotations

Rates and service quotations provided to you by Delivered, including but not limited to, rates and service quotations provided by our employees, agents, interactive voice response systems and customer automation platforms are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us and the application of this tariff. Rates quoted will vary depending on whether (1) the shipper is a Delivered account holder and (2) the shipper has discounts applied to his or her account.

- Shippers will be quoted Delivered Standard List Rates if they have a valid Delivered account, do not have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted Account-Specific Rates if they have a valid Delivered account, have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted Delivered Retail Rates for shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid Delivered account.

For the most current information regarding areas served and delivery commitments, check online at SHIPDELIVERED.com or contact Delivered Customer Service.

Refusal or rejection of shipments

Delivered reserves the right to refuse to transport unauthorized packages and any package that it, at its sole discretion, determines to be dangerous, hazardous or likely to soil, taint or otherwise damage other shippers' property or Delivered equipment, personnel or contractors, or is improperly or insecurely packaged or wrapped, or is economically or operationally impracticable to transport, or when Delivered is unable to validate the identity of the shipper. Packages must be packaged and wrapped so as to pass the procedures described in the Packaging and Marking section covering testing of the packaged products weighing under 150 lbs. (68 kg).

Return options

- A. Delivered return options are subject to all other terms and conditions provided in the Delivered claims regulations, and as a whole, the tariff. The contents of a return shipment are subject to the same restrictions and prohibited-item limitations as the original shipment.
- B. Written authorization from Delivered is required to participate in the Reverse Logistics Program (RLP). The maximum liability assumed by Delivered for packages returned through RLP, Delivered Print Return Label or Delivered Email Return Label is limited to \$100 unless a higher value is declared, up to a maximum of \$1,000, at time of tender and a greater charge paid (see the Declared Value and Limits of Liability section). The shipper may declare a value up to \$50,000 for packages returned through the Delivered RLP. The declared value of the Delivered parcel may not exceed the value of the declared value on the original shipment. The shipper may not declare a value for a package returned to Delivered through a damage call tag. Delivered shall not be liable for any damage to a shipment or claim arising out of the use of a return option unless the package was lost during shipment or there was visible damage noted by the driver at time of delivery. Delivered shall not be liable for any concealed damage for items returned by using RLP, Delivered Print Return Label or Delivered Email Return Label. Receipt of a shipment without written notice of damage on the delivery record is *prima facie* evidence that the shipment was delivered in good condition. The Delivered liability for any loss or damage arising out of an authorized return shipment shall never exceed the actual amount of damage or the declared amount, whichever is lower. All other terms and conditions related to Delivered claims regulations and, as a whole, the tariff, shall apply for packages shipped through the use of an Delivered return option.
- C. FOR DELIVERED RETURNS, NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO DELIVERED, THE PARTY THAT INITIATES A RETURN SHIPMENT TRANSACTION WITH DELIVERED IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES AND PICKUP FEES, INCLUDING ANY SPECIAL HANDLING FEES, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, IF THE SENDER OR THIRD PARTY FAILS OR REFUSES TO PAY.

Tobacco and tobacco products

Tobacco and tobacco products are prohibited. Please see the Prohibited Items section.

Undeliverable shipments

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- The recipient refuses to pay for a bill-recipient shipment.
- The recipient of a Hold at Location shipment cannot be contacted or the recipient fails to retrieve the shipment.
- The recipient refuses to accept the shipment prior to, during or after delivery.
- The recipient's delivery address cannot be located.
- The shipment was addressed to an area not served by Delivered.
- The shipment's contents or packaging are damaged to the point that rewrapping is not possible.
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- The recipient's place of business is closed.
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
- The shipment was improperly packaged.
- The shipment contains unauthorized packages (see the Package Restrictions [Size and Weight] section).
- Delivered is requested to return the shipment to the shipper.

- A. Undeliverable shipments may be returned at the payer's expense along with the original transportation charges and fees.
- B. Delivered reserves the right, at its sole discretion, and without notice, to sell, destroy or otherwise dispose of undeliverable shipments. By tendering a shipment, the shipper agrees to transfer and convey good and sufficient title of the contents of undeliverable

(Undeliverable shipments, cont.)

shipments to Delivered, and agrees to pay any costs incurred in the sale, destruction or disposal thereof.

Warranties

DELIVERED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES.

International service conditions

In addition to the preceding terms and conditions, the additional terms and conditions below apply exclusively to international shipments to Canada.

A. Billing:

1. Invoicing. Duties, taxes, clearance entry (brokerage) fees and ancillary clearance service fees may be assessed on the contents of shipments destined for Canada. These are payable by the importer of record (normally the consignee, unless otherwise indicated) in the first instance. For Delivered International brokerage-inclusive shipments, duties and taxes may be billed to the shipper, recipient or third party. If a clearance entry fee applies, the payer of duties and taxes will be billed for the clearance entry fee. Charges to the shipper's account in currencies other than U.S. dollars will be converted to U.S. dollars, using a weekly *Wall Street Journal* conversion rate corresponding to the pickup date of the shipment or, for Delivered International Distribution, the date Delivered takes possession of the shipment. A service fee may apply. The clearance entry fees subject to all applicable Canadian taxes.

Regardless of any payment instructions to the contrary, the shipper is ultimately liable for all charges and fees relating to a shipment, including, but not limited to, any duties or taxes that Delivered has disbursed. Shippers are responsible for accurately completing all sections of the required export documentation and for the entry of accurate shipment information (including, but not limited to, commodity descriptions and values for duty) on the Commercial Invoice and in any electronic device or software program.

2. Responsibility for Payment. The shipper is responsible for all charges, including transportation charges, duties and clearance entry (brokerage) fees, ancillary clearance service fees, governmental penalties and fines, taxes, Delivered attorney fees and legal costs related to this shipment, and charges related to broker unassigned shipments, or broker select shipments where the broker information provided is incorrect. The shipper will also be responsible for any cost Delivered may incur in returning shipments to the shipper or warehousing them, pending disposition.

B. Consolidation Service. Shippers utilizing Delivered International Consolidation must meet all requirements as stated in the program-requirements document. By utilizing this consolidation service, the shipper agrees that:

1. Delivered will determine in its sole discretion which shipments will be consolidated or excluded from a consolidation.
2. Delivered is not liable for any increased brokerage costs associated with shipments that are not ultimately consolidated and clear customs as separate shipments. Any non-consolidated shipment may require a separate customs brokerage charge.
3. Delivered reserves the right to update program requirements and participant eligibility at any time.
4. All associated fees, limitations, liabilities not assumed and other terms of this Delivered Tariff apply to any packages shipped under this program.

Please contact Delivered Customer Service for more information.

C. Customs Clearance. Brokerage-inclusive service is the automatic default for Delivered International shipping on Delivered electronic shipping solutions. In some instances, at the option of Delivered, Delivered may accept instructions from the importer of record to use a designated customs broker other than the broker arranged by Delivered or the broker designated by the shipper. In this case, the shipment will no longer be considered a brokerage-inclusive shipment.

When Delivered arranges clearance services, a clearance entry fee will be added as an ancillary clearance service fee to the duty-and-tax invoice to cover processes required to check the Commercial Invoice submitted with the shipment and to complete entry preparation procedures required by either U.S. Customs and Border Protection or the Canada Border Services Agency, including calculation of applicable duties and taxes for each type of commodity included in the shipment.

1. U.S. Export Shipments. Delivered is headquartered in the U.S. and will not transport shipments that violate U.S. export controls nor export controls

in the countries in which we operate, provided they do not conflict with U.S. law. You are responsible for, and warrant, your compliance with all applicable laws, rules and regulations, including, but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the U.S. Foreign Assets Control Regulations and applicable export laws and regulations of any country to, from, through or over which your shipment may be transported. You agree, and warrant, that you will comply with all applicable U.S. government sanctions prohibiting the export or re-export of goods, services or technology to countries and regions listed by the U.S. government unilaterally or in coordination with other countries' sanctions. In addition, no commodities originating or manufactured in any of these countries and regions are accepted for transportation anywhere in the world.

Any Delivered Returns service shipments that are forwarded to a third country must also comply with the export control requirements of the country of first departure. You agree to furnish such information and complete and attach to the shipment such documents as necessary to comply with such laws, rules and regulations.

In addition, you specifically warrant that you will not tender any shipments to us if you or any of the parties involved in the shipment are listed on any of the export controls or sanctions lists published and maintained by: the U.S. Department of Treasury, Office of Foreign Assets Control; the U.S. Department of Commerce, Bureau of Industry and Security; the U.S. Department of State, Directorate of Defense Trade Controls; the United Nations Sanctions Committees; the European Union Council; and any other relevant authority. In addition, you agree and warrant that you will not attempt to ship to any entity owned by any party, in the common ownership interest determined by the relevant listing authority, subject to U.S. government economic sanctions. Further, you are responsible for ensuring that the end-use or end-user of the items shipped does not violate any specific control policies restricting certain types of exports, reexports and transfers of specifically enumerated items subject to the U.S. Export Administration Regulations.

We assume no liability to you or any other person for any loss or expense — including, but not limited to, fines and penalties — if you fail to comply with any export laws, rules or regulations.

Shipments crossing international borders must be cleared through customs in the destination country before being delivered to the consignee. You are responsible for providing Delivered with the importer of record's customs broker. This can be done by entering broker information on the Commercial Invoice or by selecting the broker select option and entering broker information in the automation device. If the importer of record is self-clearing the shipment through customs, you must specifically indicate that on the shipment documentation or clearance fees may apply.

The shipper agrees to provide all required documentation for the customs clearance and certifies that all statements and information on said documentation, including documentation submitted electronically, are true and correct. The shipper authorizes Delivered to forward all information of any nature regarding shipments to any and all governmental or regulatory agencies that request or require such information. The shipper understands that making false declarations or statements may result in civil and criminal penalties, including forfeiture and sale.

If the shipper does not complete all documents required for carriage, or if the documents submitted are not appropriate for the services or destinations specified, the shipper hereby authorizes Delivered, where permitted by law, to complete, correct or replace the documents for the shipper at the shipper's expense. However, Delivered is not obligated to do so.

If a substitute form of Commercial Invoice is needed to complete delivery of the shipment, and Delivered completes such a document, the terms of this tariff will continue to govern.

When shipments are held by customs or other agencies because of incorrect or missing documentation, Delivered may attempt to notify the consignee or shipper, as determined by local law. If the consignee or shipper fails to supply the required information or documentation, the shipment may be determined to be undeliverable. Delivered assumes no responsibility for the inability to complete a delivery due to incorrect or missing documentation. Shipments held by customs or other agencies because of incorrect or missing documentation will require additional transit time.

2. U.S. Import Shipments. Shipments originating outside the U.S. for delivery in the U.S. are subject to local tariffs and the service conditions of Delivered.

(International service conditions, cont.)

These service conditions include terms regarding the importation and customs clearance of shipments into the U.S. from Canada.

U.S. Customs regulations require the Social Security Number (SSN) of an individual and the Internal Revenue Service Employer Identification Number (EIN) of the U.S. consignee for certain shipments being imported into the U.S. This information must be included on the Commercial Invoice for all U.S. import shipments. The EIN or SSN must be on file with the U.S. Customs Service. Any changes to a company address, or the EIN or SSN, should be provided to Delivered for system updating. Shipments that arrive in the U.S. that do not have the correct EIN or SSN may be detained until that information can be obtained from the consignee or determined otherwise. This requirement applies to shipments imported to the U.S. requiring a formal entry.

D. Duties and Taxes. In order to expedite customs clearance, Delivered may elect to disburse duties and taxes on the importer's behalf. An Delivered agent or employee may contact the importer to confirm arrangements for reimbursement of amounts to be disbursed. For brokerage-inclusive shipments, duties and taxes may generally be billed to the shipper, consignee or third party as designated on the Commercial Invoice or entered in an automation device.

E. Inspection of Shipments and Identification Requirement. Delivered, or its agents or brokers, may open and inspect any or all packages in a shipment at any time. This action may be initiated by Delivered or at the request of government authorities. Wemay, at our sole discretion, require the shipper to provide their government-issued photo identification prior to tendering a package to Delivered.

F. Northern Canada Surcharge. Canada packages destined to the Yukon, Northwest Territories, Nunavut and Labrador are restricted to a maximum 70-lb. weight limit and will incur an additional charge. Packages weighing more than 70 lbs. may be refused or returned to the shipper. However, at Delivered's sole discretion, they may be accepted and delivered for an additional charge.

G. Postal Codes and Telephone Numbers. The consignee's postal code, telephone number and contact name are critical information and should be included on both the Commercial Invoice and address label.

H. Prohibited Items. You are prohibited from tendering the following items for shipment to Canada, and you agree not to do so. This list is not all-inclusive and is subject to modification without notice. Delivered reserves the right to open and inspect any package tendered for delivery. Delivered will refuse and may return any shipment that is considered unsafe, unlawful, or violates the terms and conditions of the Delivered Tariff.

1. Alcoholic beverages.
2. Ammunition of any kind.
3. All live animals, dead animals and animals that have been mounted.
4. Money, cash, coins, currency, paper money and negotiable instruments equivalent to cash, such as endorsed stocks, bonds and cash letters.
5. Dangerous goods.
6. Firearms, weaponry and their parts (and replicas thereof).
7. Bump fire stocks and other rapid-fire trigger activators.
8. Ghost guns and other firearms not containing a serial number.
9. Any firearm or other weapon manufactured using a 3-D printing machine.
10. 3-D printing machines designed, or that function exclusively, to manufacture firearms.
11. Explosives, fireworks, flares, matches.
12. Items resembling a bomb, hand grenade or other explosive device, except as provided in the Hazardous Materials section. This includes, but is not limited to, inert products such as novelty items, training aids and works of art.
13. Furs.
14. Hazardous materials (shipments classified as "Other Regulated Materials — Domestic" [ORM-D] or Limited Quantity are allowed if they contain consumer commodities only and are properly labeled).
15. Hazardous waste. This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste. Delivered also does not accept hazardous substances in reportable quantities.
16. Liquid mercury, in any quantity, not contained as a necessary component in any product or piece of equipment in its original manufactured state.
17. Infectious or non-infectious human or animal cells, tissue, bodily fluids, blood, blood products, plasma, or any other material derived from human or animal blood whether in liquid or solid form; biohazards; regulated or non-regulated diagnostic cultures,

specimens or samples, whether infectious or non-infectious; used health care products as defined in Title 49 of the Code of Federal Regulations; and any materials regulated as UN 2814, UN 2900, UN 3373 and UN 3291.

18. Inhalation hazards.
19. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
20. Prescription drugs (personal and commercial), regardless of whether shipments have met the requirements set by Health Canada or other government departments, or are exempt from applicable requirements.
21. Any substance that has not been approved for a medical use by the U.S. Food and Drug Administration and also has been listed as a Drug or Chemical of Concern by the U.S. Drug Enforcement Administration, including, but not limited to, kratom and *Salvia divinorum*.
22. Perishables (including, but not limited to, perishable foodstuffs and foods and beverages; perishable pharmaceuticals; and any other items requiring refrigeration or other environmental control).
23. Plants, plant materials and seeds, including cut flowers.
24. Pornographic and/or obscene material.
25. Tobacco and tobacco products, including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha.
26. Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use and marijuana-derived cannabidiol ("CBD"); any product with any amount of tetrahydrocannabinols ("THC"), except as set out in 21 CFR 1308.35; and synthetic cannabinoids.
27. Raw or unrefined hemp plants, or their subparts (including, but not limited to, hemp stalks, hemp leaves, hemp flowers and hemp seeds), except as set out in 21 CFR 1308.35.
28. Personal Effects and Household Effects. Used items intended for personal use and not for sale. These include, but are not limited to, luggage sent prior to or following a trip, used clothing, jewelry, toiletries, personal electronics, golf clubs, furniture, dishes, linens, books, artwork and home décor.
29. Lottery tickets and gambling devices where prohibited by law.
30. Shipments being processed under:
 - a. Duty drawback claims unless advance arrangements are made
 - b. Temporary Import Bonds
 - c. Carnets
 - d. U.S. Drug Enforcement Administration export permit
 - e. Letters of credit
 - f. Certificate of Registration
 - g. United States Foreign Trade Zones or bonded warehouses.
 - h. An export license or any type of export authorization, including any agreements or license exceptions/exemptions, or Electronic Export Information (EEI), regardless of value. This includes, but is not limited to, goods subject to:
 - U.S. State Department licenses or any other State Department authorizations;
 - Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) licenses or any other ATF authorizations;
 - International Traffic in Arms Regulations (ITAR);
 - Export Administration Regulations (EAR);
 - The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES); or
 - The Kimberley Process Clean Diamond Trade Act.
31. Shipments that may cause damage to, or delay of, equipment, personnel or other shipments.
32. Shipments that require Delivered to obtain any special license or permit for transportation, importation or exportation.
33. Shipments whose carriage, importation or exportation is prohibited by any law, statute or regulation.
34. Shipments containing products manufactured in sanctioned countries or regions, regardless of whether a permit has been issued by a government agency or whether the specific goods are exempt from applicable sanctions. Shippers are responsible for determining the country of origin of goods shipped and for reviewing the government sanctions lists prior to tendering packages to Delivered.
35. Packages that are wet, leaking or emit an odor of any kind.
36. Improperly packaged shipments.
37. Waste or garbage for disposal.
38. Live insects.

(International service conditions, cont.)

FOR SHIPMENTS INITIATED VIA THE CREATE IMPORT SHIPMENT FEATURE ON DELIVERED.COM, NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO DELIVERED, THE PARTY THAT INITIATES THE IMPORT SHIPMENT TRANSACTION WITH DELIVERED IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES AND FEES, INCLUDING ANY SPECIAL HANDLING FEES AND ANY DUTIES OR TAXES WHICH WE HAVE DISBURSED, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, IF THE SENDER OR THIRD PARTY FAILS OR REFUSES TO PAY.

I. Shipper Warranty. The shipper warrants that each article in each shipment will possess the required paperwork to export, will be properly described on the Commercial Invoice, will be acceptable for transport by Delivered, and will be properly marked, addressed and packaged to ensure safe transportation with ordinary care in handling.

J. Undeliverable Shipments. The shipper may elect to have a shipment returned if the shipment is refused by the consignee or for any other reason cannot be delivered. If a shipment is returned to the shipper, the shipper is responsible for payment of both the original transportation charges and the return charges. All duties and taxes, assessed in the destination country as well as the origin country upon return, are also the responsibility of the shipper. All return charges are payable immediately upon request.

A shipper may elect to “abandon” the shipment in the destination country. If a shipment is abandoned, Delivered, at its discretion, reserves the right to dispose of the merchandise. The shipper will be responsible for any charges associated with disposal.

Additional information

For additional information on shipping with Delivered, please consult the additional sections of the Delivered Service Guide.

© 2023 Delivered. All rights reserved.