

Terms & Conditions

These are the terms and conditions for the company. If there is any conflict between these terms and conditions, the company's waybill, website or other shipping documents, the conditions on the company's website will prevail. The Terms & Conditions on the company's website supersede all other statements and documentation concerning rates and services.

Billing

The company will bill your account weekly and payment is due upon receipt of invoice. All charges must be paid in full. Any billing disputes must be reported to the company within 15 days from the invoice date. For billing inquiries, please call our accounts receivable office at the number shown on your invoice.

Scheduled Pickup Service

Beginning June 1, 2009, customers that have daily scheduled pickup service but invoice less than \$70 per week will be subject to an additional service charge based on the following schedule:

Weekly Invoice	Weekly Charge
\$0 - \$34.99	\$15
\$35.00 - \$69.99	\$10
\$70	No Charge

Second and Third-Party Billing

Should the shipper request that payment for the shipping charges be billed to either the recipient or a third party and payment is not received within 15 days from the original invoice date, the charges will revert to the shipper and the shipper will be liable for the charges.

Second-Party Pickup

This is a request to have a package picked up from a location other than your own and returned to you. All conditions and rates that apply to our on-call service also apply to second-party pickups. C.O.D. service is not available for second-party pickups.

Third-Party Pickup

This is a request to have a package picked up from a location other than your own and delivered to a location other than your own. All conditions and rates that apply to our on-call service also apply to third-party pickups. C.O.D. service is not available for third-party pickups.

Address Correction

Whenever an address correction results in a package remaining on the same delivery route and the correction is noted the same morning as the scheduled delivery, the driver will make an additional delivery attempt on the same day. Packages with address changes received after the route is completed will be delivered the following business day. When an address change results in a change of delivery route, the shipment will be delivered the following business day unless a special delivery is arranged through Customer Service. The address correction fee is \$10 per shipment.

Signature Required

OnTrac offers a signature required option by checking the box on the waybill. For an additional fee, OnTrac will obtain a signature from an adult over 18 years of age and will check a government issued I.D. To arrange for an adult signature required, please contact Customer Service.

Declared Value

Unless a greater value has been declared on the shipping manifest, or when the consignee accepts liability of the shipment via signature on the delivery notice tag, the company's maximum liability will be limited to \$100 for loss or damage or the actual value of the package contents, whichever is less. We will not accept liability for service for which the shipper has authorized the company (either verbally or in writing) to deliver the shipment without obtaining a signature. When declaring the value of a shipment, the maximum allowable declared value is \$25,000 per shipment. Even if a higher value is declared, the company's liability for loss, damage or delay will not exceed the shipment's repair or replacement cost or its actual value, whichever is less, subject to the other limitations found in the Service Guide. The shipper will be responsible for providing proof of actual loss and complying with all claim-reporting conditions when filing a claim. If the shipper declares to the company that the value of the shipment exceeds \$100, the company can furnish a rate which will increase our liability for loss or damage to the shipment at the higher value so declared by the shipper, subject to certain limitations. The maximum acceptable declared value is \$25,000 per shipment. For values in excess of \$100, an additional fee of \$0.65 per \$100 of value (or fraction thereof) will be charged. In any event, we will not be liable for any damages whether direct, incidental, special or consequential, including but not limited to loss of income or profits, whether or not we had knowledge that such damages might be incurred. The company will not be liable for your acts or omissions including, but not limited to, incorrect declaration of cargo, improper or insufficient packaging, securing, marking, or addressing of the shipment, or for the acts or omissions of the recipient. We will not accept liability for items which are not fully enclosed in a carton or proper packing material. The company assumes no liability for fragile articles including, without limit, electronics and electronic devices, scientific testing equipment, glass, crystal, porcelain and china.

P.O.D.'s and Weighing

Customers may request proofs of delivery (P.O.D.) on up to 10 packages per day. After that, there is a charge of \$1.00 per P.O.D. When weighing packages, the company rounds to the higher pound.

What We Will Not Ship

The company reserves the right to decline the shipment of certain items. Items the company will not ship include, but are not limited to: illegal goods, cash or cash equivalents, negotiable instruments, stamps, coins, jewelry, precious metals, original artwork, antiques, one-of-a-kind items, furs, live animals, or any type of perishable goods, or hazardous materials, excluding items that are covered by the Other Regulated Materials, Domestic (ORM-D).

Consent to Screen

All cargo is subject to screening as per Government Regulations.

Hazardous Materials

The company does not accept for carriage packages containing hazardous materials, hazardous substances or inhalation hazards, bio-hazards such as blood, urine, fluids or other infectious diagnostic specimens, handguns, weapons, firearms and ammunition, fireworks, pyrotechnics, packages leaking fluid, fuel of any kind or any shipment not safely packaged for transport. It is the responsibility of the shipper to ensure that a shipment tendered to the company does not violate any federal, state, provincial, local laws or regulations. No service shall be rendered by the company in the transportation of any shipment that is prohibited by law or regulation of any federal, state, provincial, or local government. If any shipment tendered to the company becomes subject to any federal or state taxes, fees, private express statute fees, excise taxes, consumption taxes or any similar tax, we reserve the right to add that amount to your shipping charges without notice. The company will not be liable for loss, damage or delay caused by events we cannot control, including but not limited to: acts of God, perils of the air, land, and sea, airline delays, weather conditions, acts of public enemies or terrorists, war, strikes, civil commotion or acts of omissions of public authorities including Department of Agriculture, TSA, DOT, PES and customs and health officials with actual or apparent authority. The company may at its option, but is not obligated to, open and inspect any shipment prior to or after it is tendered to the company for delivery. The company reserves the right to reject a shipment at any time, when such shipment would likely cause damage to or delay other shipments or personnel, or if the transportation of such shipments is prohibited by law.

C.O.D. Policy

Performance of Collect on Delivery Service (C.O.D.) will not constitute the company as the shipper's agent for any purpose. Specified payment types can be selected; either Secured (cashiers check / money order) or Unsecured (company / personal check). Failure to select a payment type will result in either payment type being acceptable. Cash, traveler's checks, credit cards and counter checks will not be accepted as payment for a C.O.D. shipment. Checks, including cashier's, certified, business and personal checks and money orders for the C.O.D. amount will be collected at the shipper's sole risk, including, but not limited to risk of non-payment, fraud or forgery. The maximum acceptable C.O.D. amount is \$10,000 per shipment. To ship higher C.O.D. amounts, you must obtain written pre-approval for your account.

Invoices and Claims

Shipping charges are due upon receipt of invoice. Should the shipper request that payment for the shipping charges be billed to either the recipient or to the third party, and payment is not received within 15 days of the original invoice date, the charges will revert to the shipper and the shipper will be liable for said charges. All claims regarding damages to, loss or delay of any shipment must be submitted in writing to the company's office within 30 calendar days of delivery of the shipment; otherwise the company reserves the right to refuse the claim. The company is not obligated to act on any claim until all transportation charges are paid, and you may not deduct the amount of your claim from those charges.

Service Guarantee

In the event of a service failure, simply notify us in writing within 30 calendar days and we will refund or cancel your shipping charges. The following conditions apply:

1. The company must be notified in writing within 30 calendar days from due date of shipment. Your account number, tracking number and date of shipment are required in the notification. The company reserves the right to waive any claim received after 30 calendar days.
2. Shipping charges will be waived or cancelled only for those shipments delivered later than 60 minutes after the guaranteed delivery time for the ZIP code (120 minutes for residences and retail stores). Delay in delivery issues must be reported to the OnTrac Accounts Receivable Department within 15 days of your invoice date. For inquiries, please call the number shown on your invoice.
3. The company will not accept liability for failing to meet our delivery guarantee due to an incorrect address, the unavailability of the consignee or refusal to accept the shipment.
4. Our guarantee does not apply to shipments delayed by conditions beyond our control including but not limited to: acts of God; perils of the air, land and sea; airline delays; weather conditions; acts of public enemies or terrorists; war; strikes; civil commotion or acts or omissions of public authorities including Department of Agriculture, TSA, DOT, PES and customs and health officials with actual or apparent authority.
5. In the event that a shipment is not picked up by the company and we are clearly at fault, we will pick up the shipment on the following business day at the regular pickup time and deliver it at no charge.

Please direct all claims to:
 OnTrac
 2601 S. 37th St., Ste. 3
 Phoenix, AZ 85034
 Attn: Claims