

# OnTrac Terms & Conditions

The following information is applicable for services rendered by the overnight division of OnTrac in California, Arizona, Nevada, Oregon, Washington, Utah, Colorado and Idaho.

The Terms and Conditions posted on the website supersede all other statements and documentation concerning rates and services. OnTrac reserves the right to modify the Terms and Conditions without notice. The Terms and Conditions apply to the transportation of any package, document, envelope, pallet, container or other item via OnTrac, including, but not limited to: Sunrise Gold, Sunrise, OnTrac Ground, and DirectPost.

**Additional Handling.** An Additional Handling Fee of \$11.00 will be charged if the following conditions apply:

- Any article that is encased in an outside shipping container made of metal or wood.\*
- Any cylindrical item, such as a barrel, drum, pail or tire that is not fully encased in a corrugated cardboard shipping container.\*
- Any package with the longest side exceeding 48 inches or second-longest side exceeding 30 inches.
- Any package with a weight greater than 70 pounds.

An Additional Handling Fee will not apply to packages qualifying for the Large Package Surcharge or the Unauthorized Package Surcharge. OnTrac reserves the right to assess the Additional Handling Fee to any package that, in our sole discretion, requires special handling.

*\*If this applies to your shipment, you will see "Irregular Shape/Package" on your invoice instead of "Additional Handling."*

**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 \$13.50 per shipment.

**Billing and Shipping Terms.** OnTrac will bill your account weekly and payment is due upon receipt of invoice. Each invoice is sorted by shipment date and provides delivery information. Invoices can also be sorted in various ways upon request. All charges must be paid in full. Customers using DirectPost are required to provide OnTrac a deposit for services at the discretion of OnTrac. Any billing disputes must be reported to OnTrac within 15 days of the invoice date. Accounts showing no activity for a period of six months will be reverted to tariff rates. For billing inquiries, please call our OnTrac Billing Department at the number shown on your invoice.

DirectPost rates are subject to change based upon the postage rate changes instituted by the USPS. Adjustments to DirectPost rates may be commensurate with the percentage change in postage set by the USPS. The effective date of DirectPost rate changes is not subject to the change schedule issued by the USPS.

**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 of the original invoice date, the charges will revert to the shipper and the shipper will be liable for the charges. If the second or third-party account is closed or invalid, all shipping charges will revert to the shipper.

**Claims.** All claims for damage and/or loss must be submitted in writing within 30 calendar days from due date of shipment, and on an approved claim form. To

avoid delay in processing your claim, please complete the form in its entirety, and submit proof of value with the claim form. OnTrac reserves the right to waive any claim received after 30 calendar days. OnTrac is not obligated to act on any claim until all transportation charges are paid. When settling claims, OnTrac reserves the right to credit the shipper's account for the settlement amount. If a claim is denied, the shipper may appeal within 15 days of the Claim Settlement Letter. Although reimbursement of transportation charges may be requested, please note that reimbursable transportation costs do not include declared value fees, accessorial fees, adjustments, refunds or charges that may be assessed by OnTrac including, but not limited to, fuel surcharges.

**Please direct all claims to:**

Claims  
OnTrac  
2501 S Price Rd Ste 201  
Chandler AZ 85286  
866.432.4277 | [claims@ontrac.com](mailto:claims@ontrac.com)

**C.O.D. Service Policy.** Collect on Delivery Service (C.O.D.) is offered on a per package basis. Specified payment types can be selected: either Secured (cashier check/money order) or Unsecured (company/personal check). Failure to select a payment type will result in either payment type being acceptable to collect. Recipients may pay with company, personal, certified or cashier's checks and money orders made payable to the shipper. Cash, traveler's checks, credit cards and counter checks will not be accepted as payment for a C.O.D. Checks, including cashiers, 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. Checks not made payable directly to the shipper will be returned to the recipient for reissue. OnTrac will not accept liability for the consignee's check, and performance of C.O.D. Services do not constitute OnTrac as the shipper's agent for any purpose. OnTrac will not accept liability for the failure to collect or remit funds for C.O.D. The maximum acceptable C.O.D. amount is \$10,000 per package. To ship higher C.O.D. amounts, you must obtain a written approval from OnTrac. If the recipient is not available, or refuses to pay the C.O.D. amount, we will contact the shipper for further instructions. C.O.D. service requires an OnTrac account number. The charge for C.O.D. service is \$12.00.

**Consent to Screen.** All cargo is subject to screening as per Government Regulations.

**Data Processing.** Shipment data transmitted electronically via API, BBS, EDI, and FTP must be received by 1am PST. Data submitted after 1am PST will be subject to a \$0.50 per-shipment manual processing fee. The manual processing fee also applies to Transportation Management System-generated data transmitted with outdated OnTrac-issued Sort Code and ZIP Code information.

**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 maximum liability from OnTrac 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 OnTrac (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 liability from OnTrac 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 on the OnTrac website. The shipper is responsible for providing documentation that supports the

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repair costs, replacement costs or actual value.

The shipper will be responsible for providing proof of actual loss or damage, as well as complying with all claim-reporting conditions when filing a claim. If the shipper declares to OnTrac that the value of the shipment exceeds \$100, OnTrac 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 \$0.95 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.

OnTrac 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. OnTrac assumes no liability for fragile articles including, without limit, electronics and electronic devices, scientific testing equipment, glass, crystal, porcelain and china.

**Delivery Area Surcharge and Extended Area Surcharge.** The OnTrac Service Area includes all of California and the major metropolitan areas of Arizona, Nevada, Oregon, Washington, Utah, Colorado, and Idaho. Some of the ZIP Codes we service are less populated or less accessible than others and carry a higher operating cost. A Delivery Area Surcharge of \$2.45 is assessed to offset the cost of providing service to these select areas. For the areas outside of the Delivery Area Surcharge range, a \$3.50 Extended Delivery Surcharge is assessed to offset the cost of providing service to these select extended areas. Please visit [ontrac.com](http://ontrac.com) for the list of ZIP Codes that incur the area surcharges.

**DirectPost Delivery Confirmation Service.** Delivery Confirmation Service is provided by the USPS and included in DirectPost. Shippers must comply with all USPS policies and procedures as described in the USPS Domestic Mail Manual, including, without limitation, the Delivery Confirmation Service.

**Delivery Signature Information.** Signature Required: The shipper has requested that OnTrac obtain a delivery signature from an individual at, or near the delivery address, including, but not limited to, a neighbor, leasing office or mail room. Shipments requiring a delivery signature that are determined to be residential deliveries will be charged \$3.50 per shipment. OnTrac determines the residential or commercial status of an address by the data gathered and provided by Experian QAS, a global information services company. The charge does not apply to No Release shipments.

**No Release:** The shipper has requested that OnTrac obtain a delivery signature from a consignee that must be at least 18 years of age, present a government-issued identification, and be present at the physical address. The charge for No Release is \$3.65 per shipment.

Delivery Signature Services are not available for DirectPost shipments.

**Dimensional and Actual Weight.** When weighing packages, OnTrac charges the greater of the actual weight or dimensional weight. Dimensional weight is calculated by dividing the cubic size of the package by 166. The cubic size of the package is calculated by multiplying the length by the width by the height, in inches. Any fraction of the actual or dimensional weight is rounded to the next whole pound. Letters less than or equal to 8 oz. will be billed the Letter Rate.

OnTrac reserves the right to weigh all shipments. Package weight corrections will

be captured in the OnTrac system and the package will be invoiced at the corrected weight charge.

**Fuel Surcharge.** The Fuel Surcharge is an index-based surcharge that is adjusted weekly. Changes to the surcharge will be effective on the Monday of each week and will be posted the Wednesday prior to the adjustment. The Fuel Surcharge is assessed on the net package rate plus applicable transportation-related charges.

The surcharge is based on the U.S. West Coast Average On-Highway Diesel Fuel Price as reported by the U.S. Energy Information Administration (EIA) for the week that is two weeks prior to the adjustment, rounded to the nearest cent.

Fuel Surcharge percentages and their associated trigger points are subject to change without notice. If the Fuel Surcharge rises or falls beyond the posted index, or there are changes to the trigger points, the index will be updated on [ontrac.com](http://ontrac.com).

**Hazardous Materials.** OnTrac does not accept for carriage packages containing hazardous materials, hazardous substances or inhalation hazards, biohazards 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 OnTrac does not violate any federal, state, provincial, local laws or regulations. The shipper is responsible for all DOT markings, labeling, and packing requirements.

Other Regulated Materials Domestic (ORM-D) is a category of hazardous material that OnTrac will accept for shipment. ORM-D is typically a consumer commodity which would ordinarily be regulated as a hazardous material but which presents limited hazard due to its smaller quantity, form, and packaging for which a limited quantity exception is provided for in the DOT regulations. OnTrac will accept ORM-D for ground transportation only; we do not ship ORM-D by air.

OnTrac will also accept shipments containing limited quantities of lithium cells and batteries. When shipping lithium cells and batteries, the shipper must adhere to all Federal Regulations outlined in CFR Title 49. Shipments with limited quantities of lithium cells and batteries are eligible for ground transportation only; we do not ship lithium cells and batteries via air.

When shipping DirectPost, shippers must also adhere to all USPS regulations regarding hazardous and/or restricted materials.

**Holidays.** OnTrac observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

**Invoices.** OnTrac will bill your account weekly and payment is due upon receipt of invoice. Each invoice is sorted by shipment date and provides delivery information. All charges must be paid in full. Any billing disputes must be reported to OnTrac within 15 days of the invoice date. Accounts showing no activity for a period of six months will be reverted to tariff rates.

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.

For billing inquiries, please call the OnTrac Billing Department at 877.227.5139.

**Keeping Software Current.** Keeping the OnTrac shipping software current helps us provide the best service possible. OnTrac notifies shippers—and third-parties acting on their behalf—when software is out of date. Failure to update software can create issues, many of which result in fees and surcharges. The shipper will be responsible for all charges caused by data transmitted from outdated software.

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**Large Package Surcharge.** A Large Package Surcharge of \$80.00 will be applied to a package when its combined length plus girth (2x(width+height)) exceeds 130 inches, or if any one dimension exceeds 72". Packages that qualify for the Large Package Surcharge will be subject to an additional \$25.00 surcharge from November 19, 2018, to December 23, 2018.

Large packages are subject to a minimum billable weight of 90 pounds in addition to the Large Package Surcharge. An Additional Handling Fee will not be assessed when a Large Package Surcharge is applied.

**Unauthorized Packages.** Packages with an actual weight of more than 150 pounds or that exceed 108 inches in length, or exceed a total of 165 inches in length plus girth (two times the width, plus two times the height) combined are not accepted for carriage. These packages are unauthorized; however, if found in our system during transit, we will assess an unauthorized package surcharge of \$300 per package. We reserve the right to refuse unauthorized packages or upon discovery during transit to make appropriate adjustments to shipping charges.

**Non-Deliverable Packages.** A package is considered non-deliverable when:

- Three unsuccessful delivery attempts have been made.
- The package is refused.
- The consignee has moved.
- The C.O.D. is uncollectible.

OnTrac will attempt to contact the shipper for instructions whenever a package is deemed to be non-deliverable, and will make subsequent delivery attempts according to the shipper's instructions. An additional fee of the basic overnight delivery rate will apply to the following:

- Fourth and subsequent delivery attempts to the original address.
- Re-delivery to a revised address.
- Refusal of package by recipient and return to the shipper.

**Peak Season Service Guarantee.** The Service Guarantee and delivery commitment times are suspended from November 18, 2018 to December 24, 2018.

**Pickup and Delivery Service Conditions.** Shipments may be delivered without obtaining a signature if the sender has not marked the appropriate box on the shipping manifest indicating a signature is required, or has given verbal or written authorization to an OnTrac Service Representative.

At the discretion of OnTrac, certain shipments may not be released without a signature, even when authorization has been given. Such circumstances would indicate C.O.D. service, or if our driver deems the delivery location to be unsafe to leave shipments unattended. OnTrac will not accept liability for service or claims when the shipper has authorized us to leave a package without obtaining a delivery signature.

Shipments with a Declared Value will automatically require a signature.

Shipments are delivered to the address on the package. When the address on the package does not match the address on the waybill, the address on the waybill prevails. In some cases, we may find cause to make an "indirect" delivery. An indirect delivery is made to an address other than the address on the package, such as a neighbor.

Shipments to campuses, hotels, hospitals, government offices, installations, or other facilities that utilize a central receiving area or mail room will be delivered accordingly.

DirectPost shipments are delivered to the appropriate Post Office. Final delivery of the shipment is made by the USPS. A signature is obtained upon delivery to the appropriate Post Office.

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**Pickup Services.** OnTrac offers on-call and daily scheduled pickups. Scheduled daily pickups are free of charge if the weekly billing total for the pickup location exceeds \$100. If the pickup location does not meet the minimum, then the following schedule applies:

- Weekly invoices ranging from \$0.00 to \$74.99 will incur a weekly charge of \$25.00.
- Weekly invoices ranging from \$75.00 to \$99.99 will incur a weekly charge of \$15.00.
- Weekly invoices over \$100.00 will not incur a weekly charge.

On-call pickups are subject to a \$5.50 per-location pickup fee and are not available for same-day delivery services. OnTrac Ground Service requires a daily scheduled pickup.

**Proof of Delivery.** Customers may request a proof of delivery (P.O.D.) on up to 10 packages per day. There is a \$1.00 charge for each additional P.O.D. request.

**Rate Zones.** Rate zones for OnTrac Ground and DirectPost Services are based on the shipment's originating and delivery three-digit ZIP Codes. All other OnTrac services are based on in-state or out-of-state rate zones. DirectPost zones are based upon USPS delivery zones.

**Rebill Fee.** A per-package fee will apply if the package is missing an account number, if the account number is invalid, or if shipper has failed to provide manifest data. The fee also applies if OnTrac is asked to change the billing instructions for a shipment, or if an incorrect account number requires us to correct an invoice.

The Rebill Fee will also apply to billing errors in transmitted shipping data, including data provided by third-party software solutions and Transportation Management Systems acting on the shipper's behalf. The Rebill Fee is \$13.40 per package.

**Residential Delivery Fee.** A Residential Delivery Fee applies to shipments to a home or private residence, including locations where a business is operated from a home. OnTrac determines the residential or commercial status of an address by the data gathered and provided by Experian QAS, a global information services company. The fee for Residential Delivery is \$2.05 per package.

The Residential Delivery Fee does not apply to DirectPost shipments.

**Custom Data Queries and Reports.** Requests for custom data queries or reports may be subject to a per-hour charge.

**Saturday Delivery.** Saturday delivery is available in select areas for an additional per-piece fee of \$15.00 up to 150 pounds. Please visit ontrac.com for a list of ZIP Codes that offer Saturday delivery.

**Second Delivery Attempt on the Same Day.** If a recipient's location is not open on the first delivery attempt and it is still within the guaranteed delivery time, the driver may attempt to deliver the package at the end of the delivery route at no additional charge. Shipping charges will not be waived if the first delivery attempt was made within the stated guidelines of the OnTrac Service Guarantee. Same-day reattempts are not available for OnTrac Ground Service.

**Second Delivery Attempt on the Following Business Day.** Whenever a recipient location is not open upon our first delivery attempt and a second delivery attempt the same day is not possible, OnTrac will attempt to deliver the package the following business day at no additional charge.



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**Size Restrictions.** The maximum allowable size of a shipment limits any one dimension from exceeding 72", or 130" in combined length plus girth (2x(width+height)). Shipments exceeding these limits will be subject to the Large Package Surcharge or the Unauthorized Package Surcharge as is applicable.

The maximum allowable size for a DirectPost shipment is 27"x17"x17", with a weight no greater than 70 lbs.

**Transit Days and Delivery Commitment Times.** Transit days and delivery commitment times for OnTrac Services will vary based on the origin and destination of the shipment. Delivery commitment times for individual ZIP Codes are available at ontrac.com. OnTrac Ground Service is a day-definite service and is guaranteed to be delivered by the end of the day.

**Transmission of Shipment Data.** OnTrac Ground and DirectPost Services require that shipment information be transmitted electronically. DirectPost packages tendered to OnTrac without an accompanying data file will be invoiced at the average shipping weight for the applicable product if the package level data is not received by the Tuesday after the end of the weekly billing cycle.

**Weights and Corrections.** OnTrac reserves the right to weigh all shipments. Package weight corrections will be captured in the OnTrac system and the package will be invoiced at the corrected weight charge. When weighing packages, OnTrac rounds to the higher pound.

**What We Will Not Ship.** OnTrac reserves the right to decline the shipment of certain items. Items we 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, fuel of any kind, alcohol, tobacco and all tobacco products. OnTrac does not accept any type of hazardous goods, or shipments containing bodily fluids. We will not accept fragile shipments, and we will not ship medical marijuana.

OnTrac assumes no liability for fragile articles including, without limit, electronic and electric devices, scientific testing equipment, glass, crystal, porcelain, and china. OnTrac does not deliver to P.O. Boxes, with the exception of DirectPost Service, where the USPS handles the last-mile delivery. No service shall be rendered by OnTrac 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 OnTrac 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.

OnTrac 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 or omissions of public authorities including Department of Agriculture, TSA, DOT, PES, and customs and health officials with actual or apparent authority.

OnTrac may at its option, but is not obligated to, open and inspect any shipment prior to or after it is tendered to OnTrac for delivery. OnTrac 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.

DirectPost shipments must also comply with all USPS shipment policies and requirements.

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**Perishable Shipments.** OnTrac does not provide a protective service for the transportation of perishable shipments. Such shipments will be accepted for transportation solely at the shipper's risk for any loss of value or damage arising from the perishable nature of the item. Shippers shall not file damage claims for, and OnTrac shall not be liable to shippers or any third parties for, any loss of value or damage arising from the transportation of perishable shipments.

OnTrac shall not be liable to shippers or any third parties for loss of value or damage arising from exposure to heat or cold or the perishable nature of the item, regardless of whether the shipment is delivered pursuant to an applicable OnTrac Service Guarantee or is delayed in transit. The shipper agrees to not file damage claims for perishable items. Perishable items should never be shipped on a Friday unless Saturday Delivery has been specified (but note that not all ZIP Codes are serviced on Saturday; please see our Saturday ZIP Code list). OnTrac reserves the right to dispose of any shipment in the OnTrac system containing a perishable commodity that OnTrac deems in its sole and unlimited discretion to be of no value, unsafe or unsanitary.

**OnTrac Money-Back Service Guarantee.** OnTrac is committed to providing superior pickup and delivery services—every shipment, every time. In the event of a service failure, OnTrac will, at its option, either credit or refund the transportation charges to the payee, upon request, provided the OnTrac Service Guarantee Conditions are met. Transportation charges do not include accessorial fees or charges that may be assessed by OnTrac including, but not limited to, fuel surcharge.

## OnTrac Money-Back Service Guarantee Conditions

The OnTrac Money-Back Service Guarantee does not apply to:

- DirectPost shipments.
- Shipments with an incorrect address, or whose consignee is unavailable, or has refused to accept the delivery.
- Sunrise Gold and Sunrise shipments delivered up to 60 minutes—120 minutes for residences and retail stores—after the standard Service Commitment Time for the delivery ZIP Code as published on ontrac.com.
- OnTrac Ground shipments delivered on the standard scheduled delivery day.
- 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, customs, health officials with actual or apparent authority, or any other governing agency.
- Mechanical delays.
- Shipments containing plants or plant materials that may be delayed by state or federal authorities for inspection.
- Shipments tendered to OnTrac during the year-end holiday season. Please see our Peak Season Service Guarantee for more information.

Delay in pickup or delivery issues must be reported to the OnTrac Billing Department within 15 days from the invoice date. OnTrac reserves the right to decline credit or refund requests that are not received in a timely manner.

## Please direct all billing inquiries to:

P.O. Box 841664  
Los Angeles, CA 90084-1664  
877.227.5139

