



## ESTES FORWARDING WORLDWIDE, LLC DOMESTIC SERVICE CONDITIONS POLICY

### INTRODUCTION

The terms and conditions contained in the Estes Forwarding Worldwide, LLC Service Conditions Policy are subject to change without notice. For the most current version of the Service Conditions Policy, please refer to the Estes Forwarding Worldwide, LLC website at: [www.EFWnow.com](http://www.EFWnow.com).

In tendering the shipment for delivery, the Shipper, Consignee and any other Party with an interest in the shipment (or anyone claiming by, through or on behalf of such Parties) agree to the terms and conditions outlined in this Policy. All Parties agree that this Service Conditions Policy supersedes all previous terms and conditions stated in any document and shall apply to all domestic shipments.

If there is a conflict between this Policy and the terms and conditions on any Estes Forwarding Worldwide, LLC transit documentation, the terms and conditions contained herein shall control. Should any provision(s) of these terms and conditions for any reason be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of any remaining provisions, conditions or terms contained in the Policy. Any failure to enforce or apply a term, condition or provision of this Policy shall not constitute a waiver of that term, condition or provision in the future.

NO PERSON OR PARTY OTHER THAN A CORPORATE DIRECTOR OF ESTES FORWARDING WORLDWIDE LLC SHALL BE AUTHORIZED TO CHANGE OR MODIFY THESE TERMS. EXCEPT FOR MODIFICATIONS TO THE TERMS POSTED ON THE WEBSITE, ANY SUCH MODIFICATION MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED CORPORATE DIRECTOR OF ESTES FORWARDING WORLDWIDE.





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### 1. DEFINITIONS

- A. Air Bill – means the same as “Waybill”.
- B. Air Charter Service – Using dedicated aircraft based on the characteristics of the shipment. Service includes expedited pickup and delivery to and from the airport with no size or weight restrictions.
- C. Air Waybill – means the same as “Waybill”.
- D. Bill To Party – is the customer named in the waybill, bill of lading, invoice, as the party to whom the bill must be sent for payment. It may or may not be that party that is receiving the goods or services.
- E. Business Day – except for Legal Holidays and the official day of observance of Legal Holidays, it means Monday through Friday.
- F. Collect Shipment – a shipment in which freight and other charges from Estes Forwarding Worldwide are to be paid by the consignee.
- G. Consignee – the person’s or company’s name on the Waybill to whom the shipment is to be delivered.
- H. Consignor – means the “Shipper”.
- I. Destination – the location of the consignee in which the Shipper directs Estes Forwarding Worldwide to deliver the goods to.
- J. Domestic Shipments – a shipment that is transported solely within the borders of a country or its possessions.
- K. Economy/Deferred – This service provides for a 3 or more business day delivery, by 5:00 PM. The exact delivery day will be determined by the destinations location. Call Estes Forwarding Worldwide at 1-888-378-3724 for the exact delivery date to your specific location.
- L. Estes Forwarding Worldwide – refers to Estes Forwarding Worldwide, LLC, a Virginia corporation, its employees and agents.
- M. House Air Waybill – means the same as “Waybill”.
- N. Hot Shot Ground Service – Exclusive use vehicles and team drivers. Vehicles available are cargo vans, cube trucks, straight trucks, flat bed trailers, temperature-controlled trailers and standard dry van trailers.
- O. IATA – the abbreviation for the International Air Transport Association.
- P. ICAO – the abbreviation for the International Civil Aviation Organization.
- Q. International Shipment – a shipment that moves from one country to another.
- R. Legal Holidays – any national, state, provincial, or local holiday as specifically indicated.
- S. Next Day AM – This service provides for next business day delivery, by noon for all shipments picked up the previous day before 5:01PM. Shipments picked up on Friday will be delivered Monday unless Saturday service is requested in the special instructions on the Waybill. Contact Estes Forwarding Worldwide at 1-888-378-3724 for service availability.
- T. Next Day PM – This service provides for next business day delivery, by 5:00 PM for all shipments picked up the previous day before 5:01 PM. Shipments picked up on Friday will be delivered Monday. Contact Estes Forwarding Worldwide at 1-888-378-3724 for service availability.
- U. Origin – the location Estes Forwarding Worldwide picks up the shipment from the Shipper.





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- V. Party or Parties – shall be used to refer to the Shipper, Consignee, Bill to party, controlling party and/or Estes Forwarding Worldwide.
- W. Prepaid Shipment – a shipment in which freight and other charges from Estes Forwarding Worldwide are to be paid by the Shipper.
- X. Same Day Next Flight Out Delivery – Expedited, time definite delivery usually accomplished the day of the shipment pickup or the morning of the next business day. Special charges for pickup, delivery and line-haul will apply.
- Y. Second Day – This service provides for second business day delivery, by 5:00 PM. Second day shipments picked up on a Friday will be delivered by 5:00 PM Tuesday.
- Z. Service Conditions Policy – shall refer to the provisions contained within the current Service Conditions Policy on the date of shipment as published on our website at [www.EFWnow.com](http://www.EFWnow.com).
- AA. Shipper – the party whose name appears on the Waybill as the party tendering the freight to Estes Forwarding Worldwide and/or the party who requested the shipment be transported by Estes Forwarding Worldwide.
- BB. Third Party – person other than the Shipper or Consignee, who is responsible for paying Estes Forwarding Worldwide's freight and other charges.
- CC. Transportation Charges – the amounts assessed for the movement of a shipment that does not include any other fees and charges, including, but not limited to, accessorial charges, extra handling fees, surcharges, late payment fees, and declared value charges.
- DD. Waybill – nonnegotiable document(s) that evidence(s) the contract between the shipper and Estes Forwarding Worldwide for the carriage and other handling of the shipment. Also referred to as Airbill, Air Waybill, Bill of Lading, Air Consignment Note, or House Air Waybill.

### 2. ACCOUNT NUMBERS

- A. The Customer's valid Estes Forwarding Worldwide account number must be displayed on the Estes Forwarding Worldwide Waybill.

### 3. ADDRESS CORRECTION

- A. In the event a Consignee's address or zip/postal code is found to be incorrect, Estes Forwarding Worldwide will attempt to determine the correct address and complete the delivery of the shipment as expeditiously as possible. Estes Forwarding Worldwide accepts no responsibility if it is unable to complete delivery under such circumstances. A special handling fee per correction will be assessed for this service and can be found at [www.EFWnow.com](http://www.EFWnow.com). If the correct address cannot be determined and if the Consignee cannot be reached, the Shipper will be contacted for instructions to reconsign or return the shipment at the Shipper's expense. Estes Forwarding Worldwide will not be liable for failing to meet a delivery commitment time for any shipment with an incomplete or incorrect address. (See **Section 21: Notice and Disposition of Property.**)
- B. U.S. Postal Regulations preclude delivery of shipments to P.O. Box addresses, P.O. Box zip codes or APO/FPO boxes. Any shipment addressed to P.O. Box addresses, P.O. Box zip codes, or APO/FPO boxes will be considered an incorrect address and handled as outlined in Section 3.A. above.





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### 4. WAYBILL

- A. The Shipper shall be responsible for preparing and presenting a current version of an Estes Forwarding Worldwide Waybill for each shipment. The waybill must be completed by the Shipper or in the event it was prepared by Estes Forwarding Worldwide on the Shipper's behalf, it shall be conclusively presumed to have been prepared by the Shipper as an accommodation for the Shipper. If the Shipper does not complete all the documents necessary for Estes Forwarding Worldwide to provide services, or the documents the Shipper submits to Estes Forwarding Worldwide are not appropriate for the service or destination requested, the Shipper hereby instructs Estes Forwarding Worldwide, where permitted by law and under no obligation to do so, to complete, correct or replace the documents as accommodation for and at the expense of the Shipper.
- B. Estes Forwarding Worldwide has the right to decline any shipment not utilizing the Estes Forwarding Worldwide Waybill. In the event other shipping documentation, including without limitation a version of our Waybill other than the current version, or Shipper provided documentation, is inadvertently accepted by Estes Forwarding Worldwide or one of its agents, it shall be deemed to be utilized for convenience purposes only, and any such shipment will be subject to the Estes Forwarding Worldwide Service Conditions Policy.
- C. The Waybill or other shipping documents shall be non-negotiable. Each shipment will be subject to the rules, regulations, rates, and charges contained in the Service Conditions Policy, the Estes Forwarding Worldwide Accessorial Guide and all tariffs in effect on the date of shipment.
- D. The Waybill shall be binding upon the Shipper, the Consignee, and any other Party with an interest in the shipment, Estes Forwarding Worldwide and the agents of all Parties.
- E. It is the Shipper's sole responsibility to accurately and completely:
1. Specify the contents of all shipments on the Waybill.
  2. Provide a legible Shipper contact name, telephone number, address, and ZIP/postal code on the Waybill.
  3. Provide a legible Consignee contact name, telephone number, address, and ZIP/postal code on the Waybill.
  4. Provide accurate dimensions and weight of the shipment on the Waybill.
  5. Specify on the Waybill the accurate number of pieces in the shipment.
- F. If dimensions are omitted or entered incorrectly, Estes Forwarding Worldwide reserves the right to re-measure and re-weigh the shipment and apply appropriate density, oversize shipment, surcharges or any other charges identified and documented during the transit of said shipment.
- G. The Shipper warrants that they are either the owner or the authorized agent or the owner of the shipment and are authorized to designate a service level and accept the terms and conditions on behalf of all parties who have or may acquire an ownership interest in the shipment.
- H. The Shipper shall not cause Estes Forwarding Worldwide to transport or handle goods or other property prohibited by the laws, statutes, or regulations of any country of origin or destination or of any country through which the shipment will travel.
- I. Estes Forwarding Worldwide shall not be required to accept any shipment for which no service level is requested. In the event that no service level request is provided, Estes Forwarding Worldwide reserves the right to move the shipment at its sole discretion including, but not limited to, Overnight Service.
- J. If the commodity being shipped is not Dangerous Goods, but could be confused as such, the Shipper must place the words "NOT RESTRICTED" on the Waybill to indicate that the Shipper has reviewed the shipment against the appropriate regulations.





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### 5. APPLICATION OF CHARGES

- A. All tariffs shall be deemed to incorporate the provisions of the Service Conditions Policy, whether or not explicitly stated in such tariffs.
- B. Except as otherwise provided herein, transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of:
1. The actual weight, or
  2. The cubic dimensional weight determined in accordance with Subsection F.
- C. The charges will be assessed on the basis of the service level requested on the Waybill at the rates in effect on the day of acceptance of the shipment. Omission of the service level may result in the shipment being moved at the sole discretion of Estes Forwarding Worldwide as described in **Section 4: Waybill, Subsection I**.
- D. Estes Forwarding Worldwide will attempt to provide the service requested on the waybill. If Estes Forwarding Worldwide fails to provide such level of service it will not affect the applicable charges. Charges will be assessed on the basis of the service level requested on the waybill at the rates in effect on the day of acceptance of the shipment by Estes Forwarding Worldwide.
- E. In computing charges, fractions will be rounded to the next higher cent. Fractions of a pound/kilo will be assessed at the charge for the next higher pound/kilo. Fractions of an inch/centimeter will be rounded to the next higher inch/centimeter.
- F. Charges for domestic shipments with overall measurements exceeding 194 cubic inches will be assessed on the basis of no less than one pound per 194 cubic inches or fraction thereof. Cubic measurements will be based on the product of the length times the width times the height of each piece comprising a shipment, measured at the greatest dimension.
- G. Unless specifically provided therein, published rates and charges do not include the following services or charges:
1. Accessorials.
  2. Advanced charges.
  3. Charges for the carriage of reforwarded or transshipped shipments.
  4. Charges for the carriage of shipments returned to the point of origin.
  5. Duties, taxes, penalties, or charges imposed or collected by any government authority.
  6. Opening or closing packages for inspection.
  7. Expenses incurred by Estes Forwarding Worldwide in repairing faulty or deficient packaging.
  8. Pickup and delivery charges to and from the airport, when airport-to-airport rates apply.
  9. Storage charges.
- H. **Rate Estimates** includes both estimates received online and from an employee of Estes Forwarding Worldwide and are based on the information provided by the Shipper, Consignee, or Third Party at the time of a rate quotation request. Rate quotations including, but not limited to, fees, freight charges, surcharges, accessorials or any other charges given to the Shipper, Consignee, or Third Party are for information purposes only and are not binding upon Estes Forwarding Worldwide unless Estes Forwarding Worldwide issues a written agreement to undertake the handling and/or transportation of the shipments at the specific quoted amount. The actual charges will be based on the information provided by the Shipper at the time the shipment is tendered to Estes Forwarding Worldwide. Estes





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Forwarding Worldwide will not be liable for, nor will any adjustment, refund, or credit of any kind be made as a result of, any change in the Shipper's rate(s) between the time the rate quotation is provided and the time the shipment is tendered to Estes Forwarding Worldwide.

### 6. SPOT QUOTATIONS

Rate and service quotations by Estes Forwarding Worldwide employees and agents via phone or e-mail shall be based upon the information provided by the Shipper, Consignee, or Third Party. Spot quotations are applicable only to the specific shipment under quote and are valid for two (2) hours from the time of receipt unless otherwise noted when the quote is provided. Spot quotations also supersede any other previous pricing agreements. Spot quotations including, but not limited to, fees, freight charges, surcharges, accessorials or any other charges given to the Shipper, Consignee, or Third Party are for information purposes only and are not binding upon Estes Forwarding Worldwide unless Estes Forwarding Worldwide issues a written agreement to undertake the handling and/or transportation of the shipments at the specific quoted amount. The final rates and services may vary if the shipment tendered differs in any respect from the information on which the quotation was based. Estes Forwarding Worldwide will not be liable for, nor will any adjustment, refund, or credit of any kind be made as a result of, any change in the Shipper's or Consignee's quoted rate between the time the rate quotation is provided and the time the shipment is tendered to Estes Forwarding Worldwide. The customer must place the rate quote number in the special instructions area on the Estes Forwarding Worldwide Waybill.

### 7. OVERSIZE CARGO AND OVERSIZE UPGRADE APPLICATION

- A. For any shipment that contains a single piece that due to size, weight or service restrictions, that cannot be broken down and must travel on an all cargo aircraft, the following will apply:
1. All shipments with dimensions described in subsections (7.A.1. i.) – (7.A.1. iv.) will have an additional fifty percent (50%) surcharge added to the original rate.
    - i. Length is greater than 84 inches but less than 118 inches
    - ii. Width is greater than 84 inches
    - iii. Height is greater than 52 inches but less than 84 inches
    - iv. Girth is greater than 213 inches
  2. All shipments with dimensions described in subsections (7.A.2.i.) – (7.A.2.iii.) will require the Shipper to call Estes Forwarding Worldwide for a Spot Quote.
    - i. Length is greater than 118 inches
    - ii. Width is greater than 84 inches
    - iii. Height is greater than 84 inches
- B. For all oversize shipments traveling via ground transportation with the exception of Hot Shot, Exclusive Use Vehicles, Flat Bed, or Truckload moves, the following surcharge will apply:
1. All shipments with dimensions described in subsections (7.B.1.i.) – (7.B.1.iii.) will have an additional fifty percent (50%), subject to \$65.00 minimum, surcharge added to the original rate.
    - i. Length is greater than 120 inches
    - ii. Width is greater than 96 inches
    - iii. Height is greater than 96 inches





## **8. PAYMENT OF CHARGES: FAILURE TO PAY SHIPPING BILLS**

- A. Payment terms are net due within thirty (30) days upon receipt of the Estes Forwarding Worldwide invoice. All freight bills not meeting payment terms will receive a late payment penalty of three percent (3%) of the total invoiced amount including, but not limited to, transportation or storage charges, customs assessments, duties, taxes, surcharges and any other value added services. Even if Estes Forwarding Worldwide has been provided with different payment instructions, all parties with an ownership interest in the shipment shall be liable, jointly and severally, for the transportation charges, including, but not limited to, transportation or storage charges, customs assessments, duties, taxes, governmental penalties and fines. Estes Forwarding Worldwide shall have a lien on the shipment for all sums due to us (**Section 19: Liens on Shipments**), including the collection fee as defined and set forth below in Subsection C.
- B. All prepaid and collect charges are payable by credit card at the time we accept shipment. Upon written request from the Shipper and/or Consignee, Estes Forwarding Worldwide at its sole discretion and upon proof of credit standing (requires a credit application be completed) may establish ongoing credit to an account.
- C. Any shipping bills for Transportation Charges not paid prior to Estes Forwarding Worldwide contracting the services of a collection agency, attorney or other agent authorized to collect unpaid Transportation Charges will be subject to a collection fee of thirty-five percent (35%) of the unpaid portion of any shipping bill(s). Estes Forwarding Worldwide will provide notice of its intent to assign unpaid shipping bills to an outside collection agency, attorney or other authorized agent. Such notice will include a summary of the unpaid balance, any applicable fees and the collection fee. Estes Forwarding Worldwide will assign collection of Transportation Charges to an outside collection agency, attorney or other authorized agent if payment is not received from the recipient of the notice within ten (10) business days. This agreement shall be governed, construed arising out of this agreement and subject to state jurisdiction will be brought in the applicable State Court in the City of Richmond, Virginia. Any suit subject to Federal jurisdiction shall be brought in the Federal District Court in the Eastern District of Virginia.

## **9. CHARGES PREPAID, COLLECT OR THIRD PARTY**

- A. Shipments will be accepted either with the charges prepaid by the Shipper or to be collected from the Consignee or, when requested by the Shipper or the Consignee, to be billed to a Third Party. In any case, the Estes Forwarding Worldwide account number of the paying party must be on the Estes Forwarding Worldwide Waybill. If any party should refuse payment for any reason, liability for the payment shall revert to the Shipper and the Consignee. When the form of payment is not marked on the Waybill, the shipment will be assumed to be prepaid. In all events, the Shipper and the Consignee shall be jointly and severally liable for all unpaid charges of the shipment.
- B. Request to change the "type of billing" will be honored free of charges if a shipment has not yet been delivered. The request for change in the type of billing must be accompanied by a written guarantee of payment from the new debtor. All request for changes in the type of billing after delivery must be accompanied by a guarantee of payment by the new debtor and pay an additional fee. (**Go to [www.EFWnow.com](http://www.EFWnow.com) for the accessorial guide.**) Type of billing changes will not be accepted when a reduction in the original rate occurs as a result of the change.
- C. The following shipments must be prepaid by the Shipper or Third Party Shipper, regardless of the payment type marked on the Waybill:
1. Shipments addressed to United States Government agencies, unless shipped on a Government Bill of Lading.
  2. Shipments addressed to any person and/or organization in care of another person and/or organization.
  3. Shipments with commercial value less than the transportation charges.
  4. Shipments of samples.
  5. Shipments destined to exhibition grounds, parks, fairs, or similar enclosures.
  6. Shipments addressed to hotel guests.
  7. Shipment addresses to a political organization.







## **10. ADVANCEMENT OF CHARGES**

Upon request Estes Forwarding Worldwide may, but is not obligated to, advance any money in connection with the forwarding, transporting, insuring, storing, or packing of a shipment, unless the shipper has in writing, provided a guarantee for advancing said money in a form acceptable to Estes Forwarding Worldwide.

## **11. PICKUP AND DELIVERY SERVICE**

- A. Pickup and/or delivery service will be provided during business hours, [7:59AM – 5:01PM] Monday through Friday. Holidays, weekends, and any other time that does not fall during the business hours described will be subject to additional charges.
- B. Pickup and/or delivery services will not be provided to or from any address not directly accessible to vehicles or where it is impractical to operate a vehicle.
- C. Upon request, Estes Forwarding Worldwide will provide two-man and liftgate pickup and/or delivery service. Estes Forwarding Worldwide will also, upon request, provide inside and appointment deliveries. Each of the above-mentioned services will require advanced notice and additional charges. Waiting time charges may apply to all deliveries if the Shipper and/or Consignee detain Estes Forwarding Worldwide or its agents for more than 15 minutes.
- D. At buildings where our employees are not permitted access to floors above the ground floor:
  - 1. We will pick up shipments only when tendered at the ground floor or receiving dock, and
  - 2. Delivery to the person whose duty it is to receive property for the occupants of such buildings will constitute delivery to the Consignee.
- E. Next day shipments picked up after 5:01PM may be upgraded to a higher service level in order to meet the Shipper's requested service level. Please contact the Estes Forwarding Worldwide office for rates and service availability.
- F. Residential pickup and/or delivery are subject to additional charges.
- G. Re-delivery of a shipment will incur additional charges.
- H. Special pickup/delivery service is defined as an expedited pickup and/or delivery performed outside of normal business hours. Transit would be made in the course of the regularly scheduled route in order to meet service requirements. Advanced arrangements as described in Section (25) will need to be made as well as additional charges which can be found in the Estes Forwarding Worldwide accessorial guide online at [www.EFWnow.com](http://www.EFWnow.com).

## **12. PROOF OF DELIVERY**

Upon request, Estes Forwarding Worldwide will provide the Shipper and/or Consignee, as proof of delivery, a copy of the signed delivery receipt. An additional charge per copy will be assessed for this service.

## **13. DANGEROUS GOODS**

- A. "Dangerous Goods" means those commodities that are imported, exported or otherwise transported in accordance with the provisions set forth in one or more of the following:
  - 1. Title 49 of the U.S. Code of Federal Regulations ("CFR"). The only Dangerous Goods accepted for air transport under 49 CFR are ORM-D (Consumer Commodities), and only for transport within and between the United States and Puerto Rico.
  - 2. The "Dangerous Goods Regulations" published by IATA.
  - 3. The "Technical Instructions for the Safe Transport of Dangerous Goods by Air" published by the International Civil Aviation Organization ("ICAO").
  - 4. Other mandatory applicable law.





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- B. Shipper will comply with all Federal and International (if applicable) laws and regulations regarding air cargo transportation. Shipper will not tender any hazardous materials or dangerous goods as defined and/or controlled by the rules and regulations of the IATA, ICAO, and/or U.S. DOT unless prior arrangements have been made and agreed upon in writing.
- C. Hazardous materials or dangerous goods that do not qualify for air transportation may be accepted and routed by Estes Forwarding Worldwide solely at our own discretion. In accordance with the Transportation Security Administration of the U.S. Department of Homeland Security, shipper consents to the screening of all cargo shipments (**Section 32: Shipper's Consent to Screening of Air Cargo.**) Furthermore, Shipper agrees to indemnify, defend and hold Estes Forwarding Worldwide harmless for any loss, liability or claim, including fines, which Estes Forwarding Worldwide may incur from Shipper's failure to comply with the provision herein.
- D If the commodity being shipped is not "Dangerous Goods", but could be confused as such, the Shipper must place the words "NOT RESTRICTED" on the Waybill to indicate that the Shipper has reviewed the shipment against the appropriate regulations.
- E. Dangerous Goods may not be included in the same shipment with non-regulated commodities. Dangerous Goods and non-Dangerous Goods shall be declared on separate Waybills.

### 14. GUARANTEED SERVICE RULES AND CONDITIONS

- A. In the event the paying party has elected guaranteed service for a shipment, this Section 14 shall apply.
- B. Estes Forwarding Worldwide's guaranteed service provides a guarantee that Estes Forwarding Worldwide will deliver a guaranteed shipment by the delivery time shown on the Estes Forwarding Worldwide Waybill for the shipment. Guaranteed shipments for Next Day AM or PM Service must have the cargo ready for pickup as agreed upon with Estes Forwarding Worldwide in order for the guaranteed service to be valid.
- C. The paying party will be subject to the following refunds when Estes Forwarding Worldwide is contacted within fifteen (15) days of the failed delivery.
  - 1. If Estes Forwarding Worldwide is within two (2) hours late of meeting the service guarantee time shown on the Estes Forwarding Worldwide Waybill, the paying party will receive fifty (50%) percent reduction of charges.
  - 2. If Estes Forwarding Worldwide is greater than two (2) hours late of meeting the service guarantee time shown on the Estes Forwarding Worldwide Waybill, the paying party will receive a full refund.
- D. Guaranteed Service is available to all points within the 48 contiguous states.
- E. Exclusions to Guaranteed Service:
  - 1. Violation by the Shipper and/or Consignee of any rules contained in any applicable tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing and failure to observe any of the rules relating to shipments not acceptable (**Section 31**) for transportation or shipments acceptable (**Section 30**).
  - 2. Compliance with delivery instructions from the Shipper and/or Consignee or non-compliance with special instructions from the Shipper and/or Consignee not authorized by applicable tariffs.
  - 3. Delays which are a direct result of waiting time at the Consignee locations, whether through appointment deliveries, convention center receiving processes or any circumstance which is caused by the Consignee's lack of ability to receive the consignment within the specific time frame.
  - 4. Air shipments that exceed 82" in length or width, or 72" in height.
  - 5. Shipments to be delivered on a day that is considered a legal or national holiday.
  - 6. Shipments moving on a collect basis that are not authorized by the Consignee as the paying party.





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7. Acts of God, weather conditions, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotion, mechanical delay of aircraft, trucks or other equipment, hazards or dangers incident to a state of war or undeclared war.
  8. Any shipment containing commodities classified as dangerous goods per IATA or DOT regulations.
  9. Shipments lacking the proper Shippers Security Endorsement and Shipper's identification per the TSA Indirect Air Carrier Standard Security Program.
- F. In any event, Estes Forwarding Worldwide shall not be liable for any special, incidental or consequential damages included, but not limited to, loss of profits or income, whether or not Estes Forwarding Worldwide had knowledge that such damages might be incurred due to the failed delivery of a service guaranteed shipment. Estes Forwarding Worldwide shall not be liable for any damages whatsoever for delayed delivery, except as specifically provided for shipments made under guaranteed service.

### 15. CLAIMS PROCEDURE

- A. The parties shall presume that the shipment was delivered in good condition without any damage or defects unless the Consignee or receiver makes a written notation on the delivery receipt of any damage or loss at the time of delivery.
1. If a clean receipt is obtained by Estes Forwarding Worldwide, any claim for concealed loss or damage should be made within two (2) business days for residential deliveries, five (5) business days for commercial deliveries, and must allow Estes Forwarding Worldwide the privilege or opportunity to make an inspection of the shipment, its containers(s), and packing and packaging materials within fifteen (15) business days after Estes Forwarding Worldwide's receipt of such notice.
  2. If the customer fails or refuses to allow Estes Forwarding Worldwide to inspect these items after Estes Forwarding Worldwide makes such a request, then the Customer agrees that its claim shall be null and void.
  3. All Claims must include:
    - i. A copy of the Waybill, bill of lading, or shipping manifest.
    - ii. A complete description of the goods.
    - iii. A description and details of the nature/extent of the loss or damage.
    - iv. Proof of the value of the loss or damage.
    - v. An original invoice for the cost of the goods prior to any markup.
  4. Claims for loss or damage must be filed within nine (9) months of the date of delivery.
  5. Legal action to enforce a claim must be brought within two (2) years after Estes Forwarding Worldwide has disallowed the claim in whole or in part. The Customer's failure to follow any of these procedures shall be deemed a waiver of any rights with respect to the claim against Estes Forwarding Worldwide. When salvage becomes the property of Estes Forwarding Worldwide due to claim settlement, it will be picked up at our sole discretion.
  6. Estes Forwarding Worldwide's liability, if any, for loss or damage, is limited in accordance with the provisions in **Section 20: Limitations of Liability**.





## ESTES FORWARDING WORLDWIDE, LLC DOMESTIC SERVICE CONDITIONS POLICY

7. All loss and/or damage claims shall be sent:

- i. Electronically at ForwardingClaims@EFWnow.com, or
- ii. As a written claim to P.O. Box 26206, Richmond, Virginia 23260  
Attn: Estes Forwarding Worldwide Claims Department.

### B. Overcharge Claim Requirements

1. Notice of claims for overcharge or billing adjustments must be made to Estes Forwarding Worldwide within one hundred eighty (180) calendar days of date of invoice. Legal action to enforce a claim for overcharge or billing adjustment must be brought within two (2) years after the claim has been denied in whole or in part by Estes Forwarding Worldwide. The Customer's failure to follow any of these procedures shall be deemed a waiver of any rights with respect to the claim against Estes Forwarding Worldwide.
2. All overcharge claims shall be sent:

- i. Electronically at ForwardingInfo@EFWnow.com, or
- ii. As a written claim to P.O. Box 26206, Richmond, Virginia 23260  
Attn: Accounting Manager.

C. Estes Forwarding Worldwide will not process any claim until all transportation charges have been paid in full and the amount of the claims may not be deducted from the transportation charges. All claims will be subject to 49 CFR 370.

## 16. LIABILITIES OF ESTES FORWARDING WORLDWIDE

- A. Estes Forwarding Worldwide makes no warranties, expressed or implied and specifically disclaims any and all warranties. Estes Forwarding Worldwide will not be liable for mis-delivery, incomplete or otherwise inadequate delivery including, but not limited to, failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument, non-delivery, missed pickup, loss or damage, unless caused by our sole negligence. Estes Forwarding Worldwide will not be liable for any shipment until we have accepted and taken possession of the shipment.
- B. Without limiting the generality of Subsection A, Estes Forwarding Worldwide shall not be liable for any mis-delivery, incomplete or otherwise inadequate delivery including, but not limited to, failure to follow Shipper and Consignee instructions or failure to collect or properly deliver a payment instrument, non-delivery, missed pickup, delay, loss or damage caused, in whole or in part, by:
  1. The act, default or omission of the Shipper, Consignee or any other Party claiming an interest in the shipment.
  2. The nature of the shipment, defect or inherent vice of the product.
  3. Failure of the Shipper or Consignee to observe any requirements or obligations contained in these terms including, but not limited to, improper or insufficient packaging, securing, addressing or marking of any shipment or the Shipper's failure to follow any item related to shipments that are not acceptable for transport.
  4. Acts of God, weather conditions, environmental or dangerous good incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, local or national disruptions in ground or air transportation networks or systems due to events beyond our control, disruption or failure of communication and information systems, disruption or failure of utilities, civil commotion or hazardous situations incident to a state of war, other circumstances beyond our control, and mechanical delay of aircraft or equipment failures.
  5. Acts, omissions, or other circumstances over which Estes Forwarding Worldwide has or had no control.





## ESTES FORWARDING WORLDWIDE, LLC DOMESTIC SERVICE CONDITIONS POLICY

6. Compliance with the Shipper's or the Consignee's delivery instructions.
  7. Compliance with laws, statutes, regulations, or treaties.
  8. Estes Forwarding Worldwide shall not be liable in any event for any consequential damages, special damages, lost profits, loss of revenue, loss of market, loss of business opportunity, or loss of future business, whether or not Estes Forwarding Worldwide has knowledge that such damages might be incurred.
- C. Estes Forwarding Worldwide does not guarantee delivery by a specific time or date, unless the guaranteed service is requested by the Shipper and the additional charges are paid, and shall not be liable for delay or any other failure to meet an agreed upon delivery deadline. There are no stopping places that are agreed at the time of shipment, and Estes Forwarding Worldwide reserves the right to route the shipment in any way, manner or mode it deems appropriate.
- D. In no event shall Estes Forwarding Worldwide be liable for special, incidental or consequential damages due to mis-delivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay, loss or damage.
- E. Shipper, Consignee and Third Parties are responsible for and warrant their compliance with all applicable laws, rules and regulations, including, but not limited to, customs laws, import and export laws and government regulations of any country to, from, through or over which its shipment may be carried. Shipper, Consignee and Third Parties agree to furnish such information and complete and attach to the Waybill such documents as are necessary to comply with such laws, rules and regulations. Estes Forwarding Worldwide assumes no liability to the Shipper, Consignee or any other Party for any loss or expense due to the Shipper's, Consignee's, and/or any other Party's failure to comply with this provision. If the Shipper does not complete all of the documents required for carriage, or if the documents the Shipper submits are not appropriate for the service of destination requested, Shipper hereby instructs Estes Forwarding Worldwide where permitted by law to complete or replace the documents for the Shipper at the Shipper's expense. However, Estes Forwarding Worldwide is not obligated to do so. If a substitute form of Waybill is needed to complete the receipt or delivery of the shipment and Estes Forwarding Worldwide completes that document, the terms and conditions contained herein will govern. Estes Forwarding Worldwide is not liable to the Shipper or to other persons for its actions under this provision.
- F. Receipt by the person or entity entitled to delivery of the shipment without written complaint of the Estes Forwarding Worldwide delivery receipt shall be evidence that the shipment was delivered in good order and condition and in accordance with the terms of the Estes Forwarding Worldwide Waybill, Service Conditions Policy, and other applicable policies.

### 17. LIABILITY FOR CHARGES

- A. The Shipper, Consignee, Third Party, and all others with an ownership interest in a shipment shall be liable, jointly and severally:
1. For all unpaid charges payable on account of a shipment including, but not limited to, transportation charges and all duties, customs assessments, governmental penalties and fines and such other sums advanced or disbursed by Estes Forwarding Worldwide on account of such shipment; and
  2. For all costs and reasonable attorney's fees incurred in the event Estes Forwarding Worldwide commences legal proceedings to enforce any portion of, or this entire, Service Conditions Policy.





## **18. INDEMNIFICATION**

- A. The Shipper and Consignee shall be liable, jointly and severally, to pay or indemnify, protect, defend and hold Estes Forwarding Worldwide harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorney's fees and costs) that may be incurred, suffered or disbursed for any violation or breach of any of the terms contained herein or any other default of the Shipper, Consignee or such other Party with respect to a shipment.
- B. Shipper and Consignee shall jointly and severally indemnify and hold harmless Estes Forwarding Worldwide against all claims, liabilities, damages or costs (including reasonable attorney's fees) asserted against or incurred by Shipper and/or Consignee in connection with any personal injury, death, property damages or violation of Federal, State or local law or regulation that is an actual result or consequence of service provided by Estes Forwarding Worldwide.

## **19. LIENS ON SHIPMENTS**

Estes Forwarding Worldwide shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the Shipper for any and all sums due on that shipment. In the event of non-payment of any sum payable to Estes Forwarding Worldwide, the shipment may be held and be subject to storage and/or disposed of at public or private sales without notice to the Shipper or Consignee and with no further liability to Estes Forwarding Worldwide, paying out of the proceeds of the such sales all sums due and payable, including storage charges. The Shipper and/or Consignee shall continue to be liable for the balance of any unpaid charges payable on account of the shipment.

## **20. LIMITATIONS OF LIABILITY**

- A. **STANDARD LIABILITY** - Estes Forwarding Worldwide's **STANDARD** liability for shipments that are lost or damaged shall be limited to the greater of \$50.00 per shipment or \$.50 per pound, per piece, of the actual cargo lost or damaged, unless a higher declared value has been indicated by the Shipper on the Waybill or the Shipper has selected "ts|PLUS" service as outlined in Section 28 and has paid all applicable fees. Even if a higher declared value is requested, in no event shall our liability exceed the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower. Please note that we will not be liable for a higher declared value unless prior to tendering the shipment to Estes Forwarding Worldwide the Shipper properly declares the higher value on the Waybill and has paid all applicable charges. Estes Forwarding Worldwide's maximum liability is \$25,000.00, unless a higher value is declared on the Waybill. We shall never be liable for any claims arising from delay in shipment. For any used goods, Estes Forwarding Worldwide's liability for loss or damage shall be limited to the greater of \$10.00 per shipment or \$.10 per pound, per piece. Our maximum liability for used goods shall be \$1,000.00 unless a higher value is declared and all applicable charges are prepaid.
- B. **DECLARED VALUE** - If the Shipper would like to increase their liability coverage they can purchase Declared Value. An additional charge of \$.65 per \$100.00 of the amount declared, subject to a minimum charge of \$25.00 per shipment, will be assessed on the declared value shown on the Waybill. When the Shipper declares a value and pays all applicable fees, Estes Forwarding Worldwide shall be liable, subject to applicable Terms and Conditions in effect at the time of the shipment, for the average declared value of the shipment multiplied by the weight of the packages (or pieces) adversely affected. The average declared value of the shipment shall be determined by dividing the total declared value of the shipment by the total weight of the shipment. Estes Forwarding Worldwide will only be liable for the value declared on the Waybill, which represents the maximum liability for all loss or damage of the entire shipment. Exposures beyond the value declared are not assumed by Estes Forwarding Worldwide. The declared value amount for the entire shipment must be inserted on the face of the waybill and all applicable charges prepaid for this provision to apply.
- C. **ALL RISK INSURANCE** - Estes Forwarding Worldwide will arrange to provide all risk insurance when we receive instructions from The Shipper providing that the request for all risk insurance and the amount of insurance have been received in sufficient time prior to shipment pickup. Unless The Shipper instructs Estes Forwarding Worldwide that they have their own effective open marine policy, the insurance is to be provided by one or more insurance companies or other underwriters as selected by Estes Forwarding Worldwide. Any insurance provided





## ESTES FORWARDING WORLDWIDE, LLC DOMESTIC SERVICE CONDITIONS POLICY

shall be governed by the policy issued and will only be available when accepted by the insurer or underwriter. The cost of all risk insurance is \$0.95 per \$100.00 of the invoice value and freight charges, subject to a \$40.00 minimum, and may vary dependent on commodity, origin point, destination point and/or mode. Insured value is not to exceed the actual value of the goods. If the Shipper does not provide the full invoice amount for the cargo, it shall reduce any insurance payment proportionately by the applicable percentage that the shipment was so under-insured. The policy is subject to limits, terms and conditions and shall be construed to be a contract directly between the shipper and the insurer. All Parties of a shipment agree and acknowledge that Estes Forwarding Worldwide makes the cargo insurance option available as an accommodation to the Shipper. The Shipper, because of this, may or may not elect to obtain cargo insurance, and that by doing so, Estes Forwarding Worldwide shall not be deemed as an insurance company and shall have no liability as such.

- D. Subject to the limitations of liability contained in this Policy, Estes Forwarding Worldwide shall only be liable for loss or damage caused by our own negligence. Estes Forwarding Worldwide makes no warranties, either expressed or implied. Estes Forwarding Worldwide will not be liable for any loss or damage caused by the acts or omissions of any Party claiming an interest in the shipment including, but not limited to, improper or insufficient packing, securing, marking, labeling or addressing, or for violation by the Shipper or any other Party of any of the terms and conditions of the Service Conditions Policy. Estes Forwarding Worldwide is also not liable for loss or damage caused by circumstances outside of our control including, but not limited to, weather conditions, acts of God, public authorities, public enemies, war, civil commotions, riots, strikes or other labor disputes, any defect or inherent vice in the goods, mechanical delay of aircraft, trucks or other equipment, or the acts or omissions of public officials, such as Customs, DHS, FAA and quarantine officials who have actual or apparent authority.
- E. IN ANY EVENT, ESTES FORWARDING WORLDWIDE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDED, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME WHETHER OR NOT ESTES FORWARDING WORLDWIDE HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.
- F. Unless otherwise stated, Estes Forwarding Worldwide's liability for shipments containing glass shall be limited to \$50.00 per shipment. Shipments of glass with a declared value exceeding \$50.00 will not be accepted without written approval prior to shipment. Please note Estes Forwarding Worldwide will not be liable for a higher declared value unless prior to tendering the shipment, the Shipper properly declares the higher value on the Waybill and prepays all applicable charges. Even if a higher declared value is requested, in no event shall Estes Forwarding Worldwide's liability exceed the declared value of the shipment or the amount of loss or damage actually sustained, which will be determined on a pro rata basis as set forth in Section 20(B) herein. Glass shipments include, but are not limited to, windshields, plate glass, ceramics, chinaware and light bulbs.
- G. The only exception to EFW's limits of liability shall be for Truckload shipments as defined within this Section 20 G. For Truckload shipments only, in the event of loss or damage EFW's liability will be for the actual value of the goods up to a maximum of \$250,000 per occurrence unless the Customer has requested additional liability in writing and all applicable charges are prepaid. EFW's liability limits cannot be altered by any terms of the Customer's bill of lading. A Truckload shipment is defined as any 48' or 53' dry van or any sized flatbed that moves under one bill of lading, where the truckload provider is the only vendor providing service from shipper to consignee (s). All other shipments will be subject to EFW's standard liability found within Section 20.
- H. Regardless of the modes of transportation selected, Estes Forwarding Worldwide's liability for lost or damaged shipments shall be as established herein. In the event that Estes Forwarding Worldwide selects an all over-the-road routing for this shipment, the Parties expressly waive, under 49 USC 14101 (b)(1), all rights and remedies under the ICC Termination Act of 1995.





## ESTES FORWARDING WORLDWIDE, LLC DOMESTIC SERVICE CONDITIONS POLICY

### 21. NOTICE AND DISPOSITION OF PROPERTY

- A. In the event of the failure or inability of the Consignee to take delivery of the shipment, Estes Forwarding Worldwide will notify the Shipper and/or Consignee using the information shown on the Waybill and request disposition instructions. At the expiration of free storage (3 business days), if the shipment remains unclaimed, **Section 33 (Storage)** will go into effect. If Estes Forwarding Worldwide does not receive disposition instructions within thirty (30) business days after the date of Estes Forwarding Worldwide's notice, Estes Forwarding Worldwide may, at its option, return the shipments to the Shipper at the Shipper's expense, subject to a lien for any and all outstanding charges applicable to the shipment, or dispose of the shipment at public or private sale according to the lien provisions of this Policy. **(See Section 19: Liens on Shipments.)**
- B. The Shipper, Consignee, Third Party and all other parties having an ownership interest in the shipment shall be jointly and severally liable for all charges related to the disposal of any such shipment.

### 22. PACKING AND MARKING REQUIREMENTS

In tendering a shipment to Estes Forwarding Worldwide, the Shipper warrants that:

- A. The shipment is packaged to protect the enclosed goods and to ensure safe transportation under ordinary care and handling.
- B. Any articles susceptible to damage by ordinary handling or as a result of any condition that may be encountered in transportation including, but not limited to, high vibration, high or low temperature variations, high or low atmospheric pressure variations, must be adequately protected by proper packing and any other necessary measures. Any and all specific or special instructions regarding packaging must be followed by the Shipper.
- C. Each piece must be legibly and durably marked with the name, address, and zip code of the shipper and consignee. All old labels must be removed when a container is used repeatedly and the Shipper must ensure that the container has adequate strength for transportation.
- D. Each piece of the shipment which has a floor bearing weight in excess of 100 pounds per square foot must be provided with a skid or base that will reduce the floor bearing weight to 100 pounds or less per square foot. Such skid or base must be furnished by the Shipper and included in the gross weight of the shipment.
- E. If any shipment contains dangerous goods or hazardous materials, it should be properly classified and described by the Shipper on the Waybill, and the shipment is in a condition suitable and appropriate and handling according to applicable laws, statutes, regulation, and industry standards.

### 23. ROUTING AND RE-ROUTING

- A. Estes Forwarding Worldwide reserves the right to route the shipment in any way it deems appropriate and to select the modes of transportation.
- B. Estes Forwarding Worldwide has the right to reject any shipment tendered, even after acceptance, for any reason within our sole discretion. Such rejection may occur when the shipment might cause damage or delay to other shipments, equipment or personnel, or if law or the provisions of this Service Conditions Policy prohibit the shipment.
- C. Shipper and Consignee expressly authorize Estes Forwarding Worldwide to subcontract part or all of the service, and these terms incorporate by reference the terms and conditions of Estes Forwarding Worldwide's contract with, and to the exclusion of, any such subcontractors. In the event of a conflict between these terms and the terms and conditions of any subcontractor used by us, these terms shall prevail.







## **24. IN TRANSIT UPGRADES**

In transit upgrades are available to move shipments that become critical after they have already been shipped by an LTL carrier. Estes Forwarding Worldwide recovers the shipment from the LTL carrier and upgrades the service to meet the new service needs of the Customer. Under no circumstances will Estes Forwarding Worldwide be responsible for any service failure of an LTL carrier. Customer will be invoiced separately for this service and may not offset the charges relating to this particular shipment.

## **25. SHIPMENTS SUBJECT TO ADVANCED ARRANGEMENTS**

The following shipments will be accepted for handling, carriage, and/or storage only upon advanced arrangements and only when advanced arrangements have satisfactorily been completed:

- A. Oversize shipments as described in **Section 7**.
- B. Critical service shipments such as Same Day, Next Flight Out or Hot Shot Ground.
- C. Shipments requiring inside pickup and/or delivery, two-man pickup and/or delivery, liftgate service, appointment deliveries and weekend deliveries.
- D. Guaranteed delivery as described in **Section 14**.
- E. Shipments requiring special devices for safe handling as described in **Section 27**.
- F. Dangerous Goods.

## **26. SHIPMENTS SUBJECT TO DELAY**

- A. Shipments that have dimensions too large for available space (as described in **Section 7: Oversize Cargo and Oversize Upgrade Application**).
- B. Shipment is improperly packed, packaged or lacks proper documentation.
- C. Shipments for which the Consignees address or ZIP/postal code is missing, incorrect, or incomplete.
- D. Shipments for which Estes Forwarding Worldwide is instructed (either by instruction on the Waybill or marking or labeling on the shipment) to refrain from breaking down a palletized shipment.
- E. Dangerous Goods.
- F. Shipments requiring customs clearance and shipments subject to government agency requirements other than customs clearance, such as inspection of commodities.

## **27. SHIPMENTS SUBJECT TO SPECIAL CONDITIONS**

If a shipment requires special devices for safe handling it will only be accepted by Estes Forwarding Worldwide when such special devices are provided and operated by and at the expense of the Shipper or Consignee.

## **28. TRADE SHOW “ts|PLUS” SERVICE**

- A. Trade Show shipments where the paying party has selected “ts|PLUS” service will be subject to the following:
  - 1. Enhanced limitations of liability up to \$25.00 per pound, to a maximum of \$25,000.00, unless a higher value is declared on the Waybill and the Shipper has paid all applicable charges. Even if a higher declared value is requested, in no event shall our liability exceed the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower. All other limitations of liability as found in **Section 20** apply.
  - 2. In the event the paying party has selected “ts|PLUS” service, **Section 14: Guaranteed Service Rules and Conditions** will apply and the shipment will be considered guaranteed for delivery by the delivery time shown on the EFW Waybill.





## ESTES FORWARDING WORLDWIDE, LLC DOMESTIC SERVICE CONDITIONS POLICY

3. Paying party will be entitled to up to 30 days storage at no charge prior to the move-in date of the trade show. Shipment will be waived from all wait-time or detention charges relating to the trade show itself.
4. New and/or used trade show material is insured, however will exclude claims for rust, oxidation, and discoloration; wear, tear and gradual deterioration; electrical, electronic and mechanical derangement; marring, scratching, denting and/or cost of repainting unless caused by an insured peril.
5. The statement "ts|PLUS" must be notated on the EFW Waybill for the shipment to be considered a "ts|PLUS" shipment.

### 29. PROTECTION FROM FREEZING

- A. Estes Forwarding Worldwide will offer a limited protective service against freezing depending on the availability of proper equipment and characteristics of the shipment. Before tendering a shipment requiring protect from freezing, the Shipper must contact their local Estes Forwarding Worldwide office to check whether service is available. Protect from freezing is offered from November 1 through March 31. Service period may be extended dependent upon weather conditions.
- B. Shipments with commodities that require protection from cold because of their perishable nature, may be provided such protection at the rates and charges contained in pricing agreements governed by this Service Conditions Policy. The Shipper must state on both the Waybill and all packages that protect from freezing services are required. Estes Forwarding Worldwide will not be liable for loss or damage when the Shipper fails to place the "protect from freezing" notation on the Waybill or when Estes Forwarding Worldwide did not agree to provide such services.
- C. Protection from freezing will be provided when:
  1. Suitable equipment is available.
  2. The outside temperature where the shipment must travel is above ten (10) degrees Fahrenheit.
  3. Shipper states on the Waybill "Protect from Freezing" as well as the temperature at which the commodity is subject to freeze.
  4. The commodities being shipped have a freezing point of thirty-two (32) degrees Fahrenheit.
- D. Additional days of transit may apply on shipments requiring protection from freezing.
- E. Protection from freezing may be withdrawn and/or denied at Estes Forwarding Worldwide's discretion.
- F. Estes Forwarding Worldwide will have no liability for shipments, which may be damaged due to freezing, that are not deliverable upon arrival at destination, or for which delivery is refused by the Consignee.

### 30. SHIPMENTS ACCEPTABLE

Shipments are acceptable for transportation only when the rules and regulations set forth in this Service Conditions Policy and all laws, ordinances, and other governmental rules and regulations governing the transportation have been complied with by the Shipper and/or Consignee.





### **31. SHIPMENTS NOT ACCEPTABLE**

Estes Forwarding Worldwide will not transport the following shipments:

- A. Shipments of articles of extraordinary value such as, but not limited to, gold or other precious metals, bronze, copper, gold or silver coins, coin collections, gems, precious stones, postage, trading or revenue stamps, stamp collections, money, currency, bonds, bills of exchange, deeds, promissory notes, negotiable securities, stock certificates and other documents of inherent value.
- B. Antiques.
- C. Original manuscripts, electronic data or prototypes for which no other copy or replacement exists.
- D. Stringed instruments.
- E. Uncrated, unwrapped or otherwise improperly packaged, shipments.
- F. Shipments of live animals, insects, birds, fish or reptiles.
- G. Shipments with a declared value amount in excess of \$25,000 without prior approval.
- H. Shipments of human remains cremated or disinterred.
- I. Shipments that require the forwarder to obtain a Federal, State or local license for their transportation.
- J. Commodities classified as Dangerous Goods or Hazardous Materials as defined and/or controlled by the rules and regulations of IATA, ICAO or the U.S. DOT unless prior arrangements have been made and agreed upon in writing.
- K. Such additional items as determined including, but not limited to:
  - 1. Cash On Delivery (COD) shipments
  - 2. Personal effects
  - 3. Household goods
  - 4. Used furniture

### **32. SHIPPER'S CONSENT TO SCREENING OF AIR CARGO**

- A. Estes Forwarding Worldwide, in compliance with its TSA approved Indirect Air Carrier Standard Security Program, must refuse to offer transportation by air any cargo shipment if the Shipper does not consent to the screening of the cargo. Per these terms and conditions, the Shipper hereby consents to the screening of the cargo. These terms shall apply to all shipments.
- B. The shipment may also at Estes Forwarding Worldwide's option, be opened and inspected without liability of any kind to Estes Forwarding Worldwide. Estes Forwarding Worldwide shall not, however, be obligated to perform any inspection except when required by law.

### **33. STORAGE**

- A. Shipments will be held free of charge at destination for three (3) business days after the Consignee has been notified of the arrival of the shipment. After the expiration of such free time, we will continue to hold the shipment subject to an additional charge per shipment per day as set forth in the Estes Forwarding Worldwide accessorial guide. If such continue holding is not practical, we will place the shipment in a public warehouse at the expense of the Shipper and/or Consignee. The Shipper and Consignee will be subject to a lien for all transportation, storage, delivery, warehousing, additional handling and any other related charges.





## ESTES FORWARDING WORLDWIDE, LLC DOMESTIC SERVICE CONDITIONS POLICY

- B. When a shipment is held beyond the expiration date of free time while awaiting delivery instructions, our liability for the shipment shall terminate.
- C. Shipments will be held for thirty (30) business days from the day of notification of arrival to the Consignee. After the thirty (30) business days, we will return the shipment to the Shipper at the Shipper's expense, or we will dispose of the shipment in accordance with **Section 21: Notice and Disposition of Property**.

### 34. SEVERABILITY

- A. If one or more provisions of these Terms in the Service Conditions Policy shall be held to be invalid, illegal or unenforceable, that provision(s) shall be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- B. The Service Conditions Policy and the performance, rights and obligations of the parties under the Service Conditions Policy, shall be governed by and construed in accordance with the laws of the United States and the Commonwealth of Virginia.

### 35. MODIFICATION; WAIVER

- A. If there is any failure to enforce or apply a term of provision of the Waybill, or of this Service Conditions Policy, that shall not constitute a waiver of that term or provision by Estes Forwarding Worldwide, and shall not diminish or impair Estes Forwarding Worldwide's right to enforce the Service Conditions Policy or provision in the future.
- B. A corporate director of Estes Forwarding Worldwide is the only party that is authorized to change or modify the Service Conditions Policy and any change or modification shall be in writing.

### 36. GOVERNING LAW

- A. This agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. The Parties agree that any lawsuit arising out of this agreement and subject to State Jurisdiction will be brought in the applicable State Court in the City of Richmond, Virginia. Any suit subject to Federal jurisdiction shall be brought in the Federal District Court in the Eastern District of Virginia.

### 37. SHIPMENTS TO OR FROM THE COUNTRY OF MEXICO

- A. Unless otherwise agreed upon in writing, Estes Forwarding Worldwide does not itself provide through transportation services to points in the Country of Mexico.
- B. Unless otherwise agreed upon in writing, Estes Forwarding Worldwide's transportation services relating to a shipment moving to the Country of Mexico shall end when Estes Forwarding Worldwide delivers the shipment to the specified interchange point in the United States.
- C. At no time shall Estes Forwarding Worldwide be liable for any loss or damage to a shipment within the Country of Mexico, or originating from Mexico, beyond the Mexican Law of Roads, Bridges and Federal Motor Transportation.
- D. Shipper expressly waives any right under Title 49 U.S.C. § 14706 or any other liability regime, to recover from Estes Forwarding Worldwide for any loss, damage or delay to goods occurring in Mexico or while being trans-shipped at the United States of America/Mexico International Boundary Line Border.





## ESTES FORWARDING WORLDWIDE, LLC DOMESTIC SERVICE CONDITIONS POLICY

### CARGO INSURANCE LIABILITY WAIVER

- A. Shipper agrees that any transportation or billing arrangements made by Estes Forwarding Worldwide regarding freight transportation in Mexico (including any quotation of through rates for U.S.A. or Canada-Mexican carriage) are made by Estes Forwarding Worldwide solely as an accommodation and convenience to the payer of the transportation charges. Estes Forwarding Worldwide's cargo liability is to that portion of the transportation services occurring solely within the U.S.A. or Canada.
- B. Shipper acknowledges that under Mexican law, cargo liability is substantially limited, unless the parties involved increase the cargo coverage in Mexico by purchasing additional cargo insurance. If more coverage is desired than otherwise provided by Mexican law, **it is the responsibility of the payer of the transportation charges to purchase additional cargo insurance.**

### LIMITATION OF LIABILITY

- A. If, despite the forgoing waiver of liability, it is determined by any Court that Estes Forwarding Worldwide has cargo liability for cargo lost, damaged or destroyed while in Mexico or while waiting to be processed into Mexico, but after receipt is given to Estes Forwarding Worldwide's by the owner's agent, then Estes Forwarding Worldwide maximum liability will be the same as it Standard Liability under Section 20 of this Policy \$50.00 per shipment or \$.50 per pound per piece of the actual cargo lost or damaged with a maximum liability of \$25,000.

