

Terms & Conditions

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

Additional Handling

An Additional Handling Fee of \$8.00 will be charged if the following conditions apply:

1. Any article that is encased in an outside shipping container made of metal or wood.
2. Any cylindrical item, such as a barrel, drum, pail or tire that is not fully encased in a corrugated cardboard shipping container.
3. Any package with the longest side exceeding 60 inches or second-longest side exceeding 30 inches.
4. Any package with an actual weight greater than 70 pounds.

An Additional Handling Fee will not apply to packages qualifying for the Large Package Surcharge. OnTrac reserves the right to assess the Additional Handling Fee to any package that, in our sole discretion, requires special 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 \$10.00 per shipment.

Billing

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. Any billing disputes must be reported to the company within 15 days of the invoice date. For billing inquiries, please call our OnTrac Billing Department at the number shown on your invoice.

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.

C.O.D. Service Policy

Performance of Collect on Delivery Service (C.O.D.) will not constitute the company as the shipper's agent for any purpose. Specified payment types can be selected: either Secured (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. shipment. 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. OnTrac will not accept liability for the failure to collect or remit funds for C.O.D. shipments. The maximum acceptable C.O.D. amount is \$10,000 per shipment. To ship higher C.O.D. amounts, you must obtain a written approval from the company. If the recipient is not available, or refuses to pay the C.O.D. amount, we will contact the shipper for further instructions. If the C.O.D. delivery must be re-attempted, the basic overnight delivery rate will be billed to the shipper for each attempt. In order to use our C.O.D. service, an OnTrac account number is required. Selection of C.O.D. service will result in a charge of \$8.95 per piece.

Consent to Screen

All cargo is subject to screening as per Government Regulations.

Declared Value

Unless a greater value has been declared on the shipping manifest, or when the consignee accepts liability of the shipment via signature on the delivery notice tag, the company's maximum liability will be limited to \$100 for loss or damage or the actual value of the package contents, whichever is less. We will not accept liability for service for which the shipper has authorized the company (either verbally or in writing) to deliver the shipment without obtaining a signature. When declaring the value of a shipment, the maximum allowable declared value is \$25,000 per shipment. Even if a higher value is declared, the company's liability for loss, damage or delay will not exceed the shipment's repair or replacement cost or its actual value, whichever is less, subject to the other limitations found in the Service Guide. The shipper will be responsible for providing proof of actual loss and complying with all claim-reporting conditions when filing a claim. If the shipper declares to the company that the value of the shipment exceeds \$100, the company can furnish a rate which will increase our liability for loss or damage to the shipment at the higher value so declared by the shipper, subject to certain limitations. The maximum acceptable declared value is \$25,000 per shipment. For values in excess of \$100, an additional fee of \$0.70 per \$100 of value (or fraction thereof) will be charged. In any event, we will not be liable for any damages whether direct, incidental, special or consequential, including but not limited to loss of income or profits,

whether or not we had knowledge that such damages might be incurred. The company will not be liable for your acts or omissions including, but not limited to, incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient. We will not accept liability for items which are not fully enclosed in a carton or proper packing material. The company assumes no liability for fragile articles including, without limit, electronics and electronic devices, scientific testing equipment, glass, crystal, porcelain and china.

Delivery Area Surcharge

The OnTrac Service Area includes all of California and the major metropolitan areas of Arizona, Nevada, Oregon, Washington and Utah. Some of the ZIP Codes we service are less populated or less accessible than others and carry a higher operating cost. The Delivery Area Surcharge of \$1.75 is assessed to offset the cost of providing service to these select areas. See <http://www.ontrac.com> for a list of ZIP Codes that are subject to the Delivery Area Surcharge.

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.

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 I.D., and be present at the physical address. No Release selection will result in a charge of \$2.95 per shipment.

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 170, or 194 for OnTrac Ground Service. 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. 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 fluctuating percentage that rises and falls based on the price of certain fuels. The fuel surcharge is assessed on the net package rate plus applicable transportation-related charges.

OnTrac Ground Service: The fuel surcharge for OnTrac Ground Service is adjusted monthly and is based on the National U.S. Average On Highway Diesel Fuel Prices reported by the U.S. Department of Energy for the month that is two months prior to the adjustment. Changes to the surcharge will be effective the first Monday of each month and posted on our website approximately two weeks prior to the effective date.

Other OnTrac Services: For all other services, the fuel surcharge is based on the weekly average gasoline rate as reported by the State of California. Calculated each Tuesday, the fuel surcharge is updated on our website and is effective for the following Monday through Saturday. See <http://www.ontrac.com> for the fuel surcharge percentage indexes.

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 the company does not violate any federal, state, provincial, local laws or regulations.

Other Regulated Materials (ORM-D) is one category of hazardous material that the company 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.

Invoices and Claims

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



800.334.5000
ontrac.com

Large Package Surcharge

A Large Package Surcharge of \$30.00 will be applied to each package when its length plus girth (2" (width+height)) combined exceeds 130 inches, but does not exceed the maximum size of 165 inches. 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.

Non-Deliverable Packages

A package is considered non-deliverable when:

1. Three unsuccessful delivery attempts have been made.
2. The package is refused.
3. The consignee has moved.
4. 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:

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

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.

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 Service 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.

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. If a location is determined to be residential, a Residential Delivery Fee of \$1.45 per shipment will be applied.

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. Palletized deliveries and packages weighting over 150 pounds may incur a special Saturday delivery fee of \$40.00.

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 per-location pickup fee. OnTrac Ground Service requires a daily scheduled pickup.

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.

Size Restrictions

The maximum allowable size of a shipment limits any one dimension from exceeding 72 inches, with the maximum allowable length and girth combined not exceeding 130 inches. Any package that exceeds 130 inches will be subject to a Large Package Surcharge.

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 <http://www.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 Service requires that shipment information be transmitted electronically.

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, or any type of perishable goods. The company does not accept any type of hazardous goods or shipments containing bodily fluids. We will not accept fragile or perishable shipments. OnTrac will not ship medical marijuana. The company 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. 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 the company becomes subject to any federal or state taxes, fees, private express statute fees, excise taxes, consumption taxes or any similar tax, we reserve the right to add that amount to your shipping charges without notice. 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 of 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 the company for delivery. The company reserves the right to reject a shipment at any time, when such shipment would likely cause damage to or delay other shipments or personnel, or if the transportation of such shipments is prohibited by law.

Service Guarantee

At OnTrac, our commitment is to provide superior delivery service for our customers, every day, every shipment, every time. In the event of a service failure simply notify us in writing within 30 calendar days. The following conditions apply:

OnTrac must be notified in writing within 30 calendar days from due date of shipment. Your account number, tracking number, and date of shipment are required in the notification. OnTrac reserves the right to waive any claim received after 30 calendar days. Shipping charges will be waived or cancelled only for those shipments delivered later than 60 minutes after the guaranteed delivery time for the ZIP Code (120 minutes for residences and retail stores). Delay in delivery issues must be reported to the OnTrac Billing Department within 15 days from your invoice date. For inquiries, please call the number shown on your invoice.

OnTrac will not accept liability for failing to meet our delivery guarantee due to an incorrect address, the unavailability of the consignee, or refusal to accept the shipment.

Our guarantee does not apply to shipments delayed by conditions beyond our control including but not limited to: acts of God, perils of the air, land, and sea; airline delays; weather conditions; acts of public enemies or terrorists; war; strikes; civil commotion; or acts or omissions of public authorities including Department of Agriculture, TSA, DOT, PES, and customs and health officials with actual or apparent authority. Additionally, plants and plant materials must be properly labeled and can be shipped only in accordance with applicable state and federal law. Packages containing these items may be inspected by appropriate agencies and may be delayed.

In the event that a shipment is not picked up by OnTrac and we are clearly at fault, we will pickup the shipment on the following business day at the regular pickup time and deliver it at no charge. Please direct all claims to:

OnTrac
Attention: Claims
4440 E. Elwood St., Suite 103
Phoenix, AZ 85040



800.334.5000
ontrac.com