

S.J. DELIVERY SERVICE TERMS AND CONDITIONS

By using S.J. Delivery Service, a customer agrees to the following terms and conditions:

Pickup Services – Same Day

S.J. Delivery Service offers the following Same Day Pickup Services:

- *One Hour*: One Hour deliveries are available Monday through Friday, 7 a.m. through 5 p.m. for locations within 50 miles of San Jose, CA. When One Hour Pick up & Delivery service is selected, S.J. Delivery Service will be present for pick up at a company's location within the hour of contact, and deliver the item within one hour of pick up. The drop off location for a one hour delivery must be within 50 miles of the pick-up location. S.J. Delivery Service makes no claim of responsibility or liability for delays in delivery as indicated in the Delays in Delivery section of these terms and conditions.
- *Two Hour*: Two Hour deliveries are available Monday through Friday, 7 a.m. through 4 p.m. for locations within 100 miles of San Jose, CA. When Two Hour Pick up & Delivery service is selected, S.J. Delivery Service will be present for pick up at a company's location within two hours of contact (depending on miles from San Jose), and deliver the item within two hours of pick up. The drop off location for a two hour delivery must be within 100 miles of the pick-up location. S.J. Delivery Service makes no claim of responsibility or liability for delays in delivery as indicated in the Delays in Delivery section of these terms and conditions.
- *Half Day (four hour)*: Half Day deliveries are available Monday through Friday, 7 a.m. through 1 p.m. for locations within 120 miles of San Jose, CA. When Half Day Pick up & Delivery service is selected, S.J. Delivery Service will be present for pick up at a company's location within 2.5 hours of contact or at a designated time, and deliver the item within four hours of pick up. S.J. Delivery Service makes no claim of responsibility or liability for delays in delivery as indicated in the Delays in Delivery section of these terms and conditions.
- *All Day*: All Day deliveries are available Monday through Friday, 7 a.m. through 12 p.m. for locations within 120 miles of San Jose, CA. When All Day Pick up & Delivery service is selected, S.J. Delivery Service will be present for pick up at a company's location by noon of the requested date of delivery, and deliver the item by 5 p.m. that same day. S.J. Delivery Service makes no claim of responsibility or liability for delays in delivery as indicated in the Delays in Delivery section of these terms and conditions.

Pickup Services - Scheduled

S.J. Delivery Service offers the following Scheduled Pickup Services:

- *Daily Pick up*: When Daily Pickup service is selected, S.J. Delivery Service will call on company's location once each business day indicated to pick up packages. S.J. Delivery Service may not call upon a location on any day in which the account indicates that there are no packages available for pickup.
- *Weekly Pick up*: When Weekly Pickup service is selected, S.J. Delivery Service will call on company's location once business day each week to pick up packages. S.J. Delivery Service may not call upon a location on any day in which the account indicates that there are no packages available for pickup unless requested on a per-delivery basis from the company.
- *Monthly Pick up*: When Monthly Pickup service is selected, S.J. Delivery Service will call on company's location one business day each month to pick up packages. S.J. Delivery Service may not call upon a location on any day in which the account indicates that there are no packages available for pickup unless requested on a per-delivery basis from the company.

Saturday Pickup

S.J. Delivery Service offers Saturday delivery for items scheduled by Friday at 5 p.m. with a pick-up time by noon on the Saturday scheduled and delivery within 120 miles of San Jose, CA. S.J. Delivery Service makes no claim of responsibility or liability for delays in delivery as indicated in the Delays in Delivery section of these terms and conditions.

Quotes

The quote provided by S.J. Delivery Service is valid for 30 days after the submission of the quote. The quote is accurate based on the information provided to render the quote (for example, weight of the delivery). If information provided by the requesting company is incorrect or inaccurate, additional fees or rates may be incurred by the company ordering the delivery. In this case, S.J. Delivery Service will submit the increased amount as part of payment with a breakdown of why the different amount incurred. The paying company assumes responsibility for making the additional payment.

Weight and Size

Initial rates are set for the delivery of up to 500 pounds and the equivalent space size of two pallets. If deliveries are heavier than 500 pounds or larger than the equivalent floor space size of two pallets, higher rates may apply.

Necessary Customer Information

S.J. Delivery Service does not require company information to provide a quote and will provide a quote based on the city of pick up & delivery and weight under or over 500 pounds. However, should the company require S.J. Delivery Service to make the delivery, the company name, contact name, address, zip, phone number, and email of both the company shipping the item and the company receiving the delivery is required. In addition, a general description of the item is required. Please see our privacy policy on how S.J. Delivery Service provides the utmost care for company information in our possession.

Wait Fee

S.J. Delivery Service makes every effort to be on time in all instances for all customers. Because of this commitment, if S.J. Delivery Service waits 30 minutes beyond the agreed upon pick-up time with any company, either a fee of \$10 for every 15 minutes beyond the thirty minutes will be charged and/or S.J. Delivery Service may leave and return to the company based on other indicated pick-ups and deliveries. In this case, S.J. Delivery Service makes no claim liability for the delay in delivery.

Fuel Surcharge

All deliveries are subject to an adjustable fuel surcharge. When the price of gas reaches beyond \$3.50 as based on the US Retail Gasoline Prices set by the US Department of Energy, the fuel portion of a quoted rate will be adjusted to accommodate the increase. The rate adjustment will be assessed the first business day after the increase and affect quotes moving forward. Quotes provided to customers, if they are within 30 days of the provided quote, will be honored as given.

Delivery Recipients

S.J. Delivery Service does not limit deliveries to a person specified as the receiver unless the ordering company requests in writing the specific delivery to that person. In all other instances, S.J. Delivery Service reserves the right, in its sole discretion, to make a delivery to an authorized recipient of the designated company accepting the delivery.

Overnight Storage

S.J. Delivery Service does not provide storage for items overnight. In the event a delivery arrives at the recipients company by 5 p.m. and that company is closed, or the receiving company refuses delivery and the originating company is closed, S.J. Delivery Service will store the item and attempt delivery again in the morning. If this is the case, S.J. Delivery Service makes no claim of responsibility for the items.

P.O. Boxes

S.J. Delivery Service does not deliver to a P.O. Box. S.J. Delivery Service requires a signature from the recipient of the delivery.

Proof of Delivery (P.O.D.)

Upon request, S.J. Delivery Service will provide proof of delivery of a shipment via fax transmission, email, or mail. The request must include a fax number for an operating fax machine, an email address for email delivery, or an address deliverable by the United States Postal Service for mail.

Cash on Delivery (C.O.D.)s

S.J. Delivery Service accepts cash on delivery if agreed between S.J. Delivery Service and the pick-up company in advance. Upon delivery of each C.O.D. delivery, S.J. Delivery Service will attempt to collect the amount shown from the accepting company. If collection cannot be made, S.J. Delivery reserves the right to return the item to the pick-up company or charge a fee for later receipt of amount due.

Acceptance of Personal Check

S.J. Delivery Service accepts a personal or company check when a company has indicated in advance they will pay by check. If a pre-payment is not made, S.J. Delivery Service will submit an invoice to the indicated paying company for payment. Invoices are due upon receipt. A thirty five dollar (\$35) fee is charged to the company in the event of a returned check.

Credit Card Payments and Payment authorization

S.J. Delivery Service accepts payment by credit card through the Web site at www.sjdeliveryservice.com
Payments can be made in the following ways:

- the paying company can pay on the Web site in advance of the delivery the amount indicated on the quote. If added fees are incurred, the additional amount can be paid the same way on the Web site or by check.
- the paying company can request an invoice and pay on the Web site after the delivery using the invoice number to indicate the appropriate payment.
- the paying company can request an invoice and call S.J. Delivery Service by phone for S.J. Delivery Service to process the credit card payment.
- the paying company can arrange a payment authorization account with S.J. Delivery Service to authorize automatic payments at no additional charge. Please see the Credit Card authorization form on our Web site for additional information.

No refunds will be given for credit card payments. In the unlikely event a credit card payment is made and the service totals less than the payment, a credit in the amount of the overage will be applied to the next delivery.

Late Payment Fee

Payments are due upon a company's receipt of an invoice. Payments not made within thirty (30) days of receipt of the invoice are subject to a 5% fee of the balance due each week thereafter a payment is not made. Payments not made within sixty (60) days of the receipt of the invoice will cause deliveries for the company to stop until payments are made.

Items Not Accepted for Transportation

S.J. Delivery Service declines delivery for the items listed below:

- Any package with an actual value of more than \$50,000;
- Coins, cash, currency, bonds, postage stamps, negotiable instruments (such as drafts, bills of exchange, or promissory notes, but excluding checks), and money orders;
- Unset precious stones, and industrial diamonds;
- Any article that contains more than 50 percent by weight of gold or platinum, or any combination thereof in raw form including, but not limited to, bullion, bars or scraps of these metals.
- Hazardous waste, defined as a solid waste that meets any of the criteria of the hazardous waste as described in 40 C.F.R. § 261.3;
- Human remains, fetal remains, human body parts, or components thereof;
- Common fireworks;
- Live animals;
- Dry ice;
- Food perishable before one (1) week's time, needing refrigeration, or any special care or handling, and/or not packaged or boxed and sealed.

Prohibited by Law

No service shall be rendered by S.J. Delivery Service in the transportation of any shipment that is prohibited by applicable law or regulation of any federal, state, provincial, or local government in the origin or destination country. It is the responsibility of the shipper to ensure that a delivery made by S.J. Delivery Service does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment.

Alcoholic Beverages

Packages containing alcoholic beverages (wine, beer, or spirits) are accepted for transportation only for companies licensed and authorized under applicable laws to ship alcoholic beverages and delivered only to companies that are licensed and authorized to receive the alcoholic beverages. S.J. Delivery Service reserves the right to refuse service to any company for, among other reasons, tendering a package containing alcoholic beverages that does not comply with all applicable laws.

Pharmaceuticals

The company shall comply with and ensure that each shipment containing pharmaceutical products complies with all applicable federal, state, provincial, and local laws and regulations governing the delivery or tender of delivery of pharmaceutical products.

Tobacco Products

S.J. Delivery Service only picks up items containing tobacco or tobacco products from companies who are licensed and authorized to ship tobacco and tobacco products pursuant to applicable laws and deliveries only to companies that are licensed and authorized to receive tobacco or tobacco products pursuant to all applicable federal, state, provincial, or local laws or regulations. It is up to the company to ensure the packaging of tobacco or tobacco products does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment.

Responsibility for Loss or Damage

S.J. Delivery Service's liability for loss or damage to each delivery is limited to a value of \$100, except as set forth below. A company may designate value prior to pick up of the item in writing as part of the quote or by indicating and initialing the delivery receipt at the time of pick up. The maximum declared value per total delivery is \$50,000.

Limits of Liability

Whenever property is damaged or lost by S.J. Delivery Service in the course of delivery, and it is not due to exclusions of liability as outlined by these Terms, the declared value of any delivery represents our maximum liability in connection with a delivery, including, but not limited to, any loss in excess of the declared value is either assumed by the company or transferred by the company to their insurance carrier through the purchase of an insurance policy.

Our liability with regard to any delivery is limited to the sum of \$100 unless a higher value is declared for the package at the time of pick up. A fee may be assessed for shipments exceeding \$30,000 in declared value. Declared value must be entered in whole dollar amounts.

The maximum declared value for any S.J. Delivery Service delivery is \$50,000 unless a package contains all or part of the following items. The following items are limited to a maximum declared value of \$2,500, unless an agreement is made between S.J. Delivery Service and the company prior to the time of pick up.

- Artwork created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited edition prints, fine art statuary, sculpture, collector's items, customized or personalized musical instruments.
- Film, photographic images, including photographic negatives, chromes and slides
- Commodity that by its inherent nature is particularly susceptible to damage or the market value of which is variable or difficult to ascertain
- Antiques any commodity which exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include but are not limited to, furniture, tableware, glassware and collector's items such as coins, stamps, sports cards souvenirs, and memorabilia
- Glassware including but not limited to signs, mirrors, ceramics, porcelains, china crystal glass framed glass flat panel display screens, plasma screens or anything fragile
- Jewelry, including but not limited to costume jewelry, watches and their parts, mount gems, or stones, diamonds or precious metal.
- Precious metals, including but not limited to, gold silver, platinum
- Furs, Garments, trimmed with fur, garments with silk or rayon, or other wearing apparel.
- Liquors, Cigarettes, Drugs, or other pharmaceuticals
- Electronic equipment including but not limited to computer parts and accessories, radios, TV sets, and Stereo Equipment
- Automobile Parts and/or Tires

Filing of Claims For Loss Or Damage To Property

All claims for loss of or damage to property transported or accepted for transportation must: (1) be in writing (or an electronic communication) and must include reference to the pickup delivery slip number and date of shipment or copies of other documents sufficient to identify the shipment involved, and the declared value; (2) assert the liability of S.J. Delivery Service for alleged loss or damage; (3) make claim for payment of a specified or determinable amount of money; and (4) be accompanied by a copy of the original invoice. A request for proof of delivery does not constitute the filing of a claim. No claims will be voluntarily paid unless filed in writing or transmitted electronically by or on behalf of the shipper in accordance with these provisions.

Acknowledgement of Claims For Loss Or Damage To Property

After receiving a proper written or electronic transmission of a claim in the manner and form and with the supporting documents, S.J. Delivery Service or its designee will acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of receipt, unless such claim has already been paid or denied in writing or electronically.

Time Limit For Filing Claims For Loss Or Damage To Property

As a condition precedent to recovery, all claims for loss or damage to property must be filed in writing or electronically with S.J. Delivery Service within 60 days after date of delivery.

Exclusions From Liability

S.J. Delivery Service shall NOT be liable or responsible for:

- loss or damage to articles of unusual value (or as defined in these Terms);
- loss or damage to Prepaid Letters;
- loss or damage to any package resulting from insects, moths, vermin, inherent vice, deterioration, dampness of atmosphere, extreme of temperature, ordinary wear and tear, or that which occurred or arose prior to or after delivery by S.J. Delivery Service;
- loss or damage to any package resulting from improper, inadequate or unsafe packaging or wrapping by the originating company
 - loss or damage to Perishable Commodities to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the item
 - loss or damage to fluorescent tubes or bulbs;
 - loss or damage due to war risks, acts of God, natural disasters, acts of terrorism, nuclear damage, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, the application of security regulations imposed by the government or otherwise applicable to the shipment, riots, strikes or other labor disputes, civil unrest, disruptions in air or ground transportation networks, disruption or failure of communication and information systems.
- loss or damage to any package for which S.J. Delivery Service has no record reflecting that the delivery was made to S.J. Delivery Service by the company.
- loss or damage to any package containing articles that shippers are prohibited from shipping, that S.J. Delivery Service does not or is not authorized to accept for transportation, that S.J. Delivery Service states that it will not accept, or that S.J. Delivery Service has a right to refuse.
- S.J. Delivery Service shall not be liable for any damages arising from the inability, failure or refusal to comply with a request to stop, return, or re-route shipment of a package after tender to S.J. Delivery Service.

Delays in Delivery

S.J. Delivery Service shall not be liable for any interruption of service or delay of delivery due to causes beyond S.J. Delivery Service's control including, but not limited to, the following: the unavailability or refusal of a person or company to accept delivery of the shipment, acts of God, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, insufficient information provided by a customer, Hazardous Materials packages or other items improperly offered for delivery, the application of security regulations imposed by the government or otherwise applicable to the shipment, riots, a government agency hold, strikes or other labor disputes, civil unrest, disruptions of any kind in air or ground transportation networks, and natural disasters. In the event a delay is due to an element specifically within S.J. Delivery Service's control, the liability and responsibility related to the delay in delivery will be limited to the reduction of the rate to the more appropriate time frame the delivery is made in.