

ProEx Service Conditions

Please print, read and sign, then send to:

ProEx
5195 Engle Road
Brook Park, Ohio 44142-1574

Signing this Service Condition constitutes your agreement to credit conditions set forth in the Application for Credit as well as the following Service Conditions.

We will not be responsible for any claim in excess of \$100 per shipment tendered, whether the result of loss, damage, delay, nondelivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge of \$0.50 per \$100 of value subject to change without notice, and document your actual loss within 15 business days from loss. Your right to recover from ProEx for any loss, including intrinsic value of the shipment, loss of sales, income interest, profit, attorney fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the declared amount indicated on the drivers log.

Recovery cannot exceed actual documented loss. The maximum Declared Value for General Freight/Commodities is \$25,000.

DEFINITION

In this Service Conditions policy, we, our, us ProEx refer to Professional Courier International, Inc. dba ProEx, its employees and agents. You and your refer to sender, its employees and agents.

AGREEMENT TO TERMS

By giving us your General Freight/Commodities to delivery, you agree to all the terms of this Service Conditions policy. No one is authorized to alter or modify the terms of our Agreement.

RESPONSIBILITY FOR PACKAGING

You are responsible for adequately packaging your goods, general commodities and documents properly. Omission of the number/pieces of commodities and weight per commodity from your communication to us, or failure to properly document your paperwork will result in a billing based on our best estimate of the number of commodities received from you and estimated weight per commodity, as determined by us and periodically adjusted by us.

LIMITATIONS ON OUR LIABILITY AND LIABILITIES NOT ASSUMED

Our liability for loss or damage to your package is limited to your actual damages or \$100, whichever is less, unless you pay for and declare on the drivers log/manifest for higher authorized value as stated in this agreement. We do not provide cargo liability insurance to you, but you may pay an additional charge for each additional \$100 of declared value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your package.

In any event we will not be liable for any damages, whether direct, incidental, special or consequential in excess of the declared value of a shipment whether or not Professional Courier International, Inc., dba ProEx had knowledge that such damage might be incurred including, but not limited to, loss of income or profits.

We won't be liable for your acts or omissions, including but not limited to improper or insufficient packaging, securing, marking or addressing, or for the acts of omissions of the recipient or anyone else with interest in the general commodity. Also, we won't be liable, if you or the receipt violates any of the terms of our agreement. We won't be liable for loss of or damage to shipments or prohibited items.

We won't be liable for, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, ground, accidents in transportation, weather conditions, acts of public enemies, wars, strikes, civil commotion or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority.

DECLARED VALUE LIMITS

The highest declared value we allow for general commodity shipments is \$25,000, unless your shipment contains items of "extraordinary value", in which case the highest declared value we allow is \$100.00. Items of "extraordinary items" include artwork, jewelry, furs, precious metals, negotiable instruments, accounts, bills, deeds, notes, securities, evidence of debt, letters of credit, tickets, passports, documents, manuscripts, mechanical drawings, valuable papers of any kind, money, currency, bullion, precious stones, live animals, or statuary.

If one or more shipment is tendered to us, our liability for loss or damage will be limited to the actual value of the shipments, lost or damaged (not to exceed the lesser of the total declared value or the limits described above). You have the responsibility of providing the actual loss or damage.

FILING A CLAIM

ALL CLAIMS MUST BE MADE BY YOU IN WRITING. You must notify us of your claim within strict time

limits, within fifteen (15) business days from date of delivery. We will consider your claim filed if you call and notify your local ProEx office, and notify us in writing as soon as possible.

Within 60 days after you notify us of your claim and you must send us relevant information about it. We are not obligated to act on any claim until you have paid all transportation charges and all overdue accounts, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery log record, we will assume that the package was delivered in good condition. In order for us to process your claim, you must, to the extent possible, make available the original shipping cartons, packages, containers, and envelopes, including contents, and loaded skids available for inspection.

RIGHT TO INSPECT

We may, at our option, open and inspect your packages, cartons and skids, and equipment prior to or after you give them to us to deliver.

RESPONSIBILITY OF PAYMENT

Even if you give us payments instructions, you will always be primarily responsible for all delivery costs, as well as any cost we may incur in either returning your shipment to your or warehousing it pending disposition.

RIGHT OF REJECTION

We reserve the right to reject a shipment at any time, when such shipment would be likely to cause damage or delay to other shipments, equipment or personnel, or if the transportation of which is prohibited by law or is in violation of rules contained in this Agreement.

Signature

Title

Date