



SAMEDAY DELIVERY SERVICE GUIDE

The Professional Courier, Inc. SameDay Delivery Service Guide provides service descriptions and shipping information, SameDay Delivery list rates, and SameDay Delivery Terms and Conditions.

This version of the PCI SameDay Delivery Service Guide has been redacted for online dissemination. Due to competitive concerns, we have removed ONLY the SameDay Delivery list rates. Please contact us at (800)332-4003 to request the full version of this document.

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WELCOME

Thank you for choosing Professional Courier, Inc., Central Virginia’s leading provider of time-critical logistics solutions. Since 1984 it has been our goal to exceed our clients’ expectations through superior reliability and a high quality customer service experience.

24 Hour/365 Day Support: PCI’s experienced customer service professionals are always ready to help you, 24 hours a day, 365 days a year.

Customization: If none of PCI’s standardized services meet your requirements, we will work with you to build a custom, cost effective solution.

Delivery Agents: With an average tenure of over 7 years, the drivers serving PCI’s Central Virginia clients are highly experienced and committed to providing prompt, reliable and courteous service to our clients. In our extended service areas, we utilize a network of trusted delivery partners who are committed to similarly high standards of service.

Licensed, Bonded, and Insured: PCI is a For-Hire Motor Carrier authorized by the U.S. Department of Transportation and Virginia Department of Motor Vehicles. PCI is also an Indirect Air Carrier authorized by the Transportation Security Administration.

Technology: PCI utilizes a variety of industry-leading technologies

- **Client Portal** allows you to ship and track orders from your internet-capable computer.
- **E-mail Updates** provide immediate notification that your order has been picked up or delivered.
- **Nextel Direct Connect** allows PCI’s delivery agents to contact us instantaneously for status updates or troubleshooting.
- **Driver Portal** ensures greater accuracy over verbal dispatching.

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SERVICES OVERVIEW

SAMEDAY DELIVERY SERVICES:

PCI provides expedited ground delivery, 24 hours a day, 365 days a year, getting your shipment delivered in a matter of hours. We have nationwide availability through a network of trusted delivery partners and can accommodate shipments from a single envelope to freight totaling 12,000 pounds.

<i>Service Name</i>	<i>Description</i>
SameDay Small Package Delivery	Expedited ground delivery of your small parcels with pickup and delivery within a matter of hours.
SameDay Freight	Expedited ground delivery of your large packages and palletized loads.

LOGISTICS SERVICES:

<i>Service Name</i>	<i>Description</i>
Next Flight Out (NFO) & Air Cargo	Expedited delivery utilizing passenger and cargo airlines to move your shipment cross country within a matter of hours or next day depending on route availability.
Dedicated Routes	For your frequent multi-stop delivery needs, PCI will assist you to develop a customized routing and schedule that will ensure a reliable and cost-effective solution to your unique requirements.
Distribution	PCI provides dedicated and integrated distribution solutions for clients who have multiple shipments originating from the same location each day.
Warehousing & Fulfillment	PCI can provide you with a range of warehousing solutions including critical parts storage and fulfillment and distribution services. In addition to our Richmond, Virginia warehouse, we can develop strategic stocking locations nationwide at warehouses operated by our trusted delivery partners.
Fleet & Personnel Replacement	PCI can replace or supplement your in-house delivery fleet on an ongoing or temporary basis, giving you the advantages of control and convenience while eliminating the traditional fleet-related problems of vehicle management, unexpected leave time, and fluctuations in delivery volume. For large office environments, PCI can also provide an Internal Delivery Solution, efficiently managing your mailroom operations.
Expedite & Cartage	For logistics companies, PCI can serve as your local pickup and delivery agent for air and ground freight shipments originating or terminating in Central Virginia. PCI provides both expedited, exclusive use service and cartage service utilizing our existing delivery routes.

LEGAL SUPPORT SERVICES:

<i>Service Name</i>	<i>Description</i>
Mobile Notary	PCI will provide same day notarization of documents.
Service of Process	PCI will provide same day and service of process.

***In addition to the services listed above,
PCI will work with you to create a solution tailored to your individual needs.***



SAMEDAY DELIVERY SERVICES

SameDay Small Package Delivery (“SameDay SPD”)

Professional Courier’s SameDay Small Package Delivery services are for your high priority ground shipments. Professional Courier has two service levels (SameDay Standard and SameDay Rush) and three vehicle types (Car, Cargo Van, and Cube Truck) available depending on your needs.

SameDay Freight

For your palletized ground shipments requiring minimal handling by our staff, Professional Courier offers our SameDay Freight service. Utilizing our two larger vehicle types (Cargo Van and Cube Truck) we will pick up your shipment from the shipper’s dock and deliver to the consignee’s dock.

Service Levels:

- **Standard:** Ground service with delivery within hours of your call. For intra-city shipments, delivery is typically made within two or three hours, depending on service area and vehicle type. For inter-city shipments, pickup is typically made within one hour and is driven direct to its destination.
- **Rush:** Available only on intra-city shipments utilizing Cars and Cargo Vans only. Ground service with pickup as soon as possible and carriage of your shipment directly to its destination. Delivery is typically made within one hour of your call depending on service area.

Vehicle Types:

For SameDay Small Package Delivery and SameDay Freight services, service availability and shipment weight and dimension restrictions will vary by vehicle. Clients must specify the required vehicle type based on the following volume and weight restrictions:

- **Car:** Available 24/7/365. Cars have a single piece maximum of 75 pounds and a shipment maximum of 350 pounds.
- **Cargo Van:** Available 24/7/365. Cargo Vans have 8 or 10 foot long beds and a shipment maximum of 2,000 pounds. In cases where PCI is required to lift pieces between 100 and 200 pounds, or where pieces require special handling, a second man may be required at PCI’s discretion. Pieces in excess of 200 pounds must be handled by a forklift. PCI Cargo Vans do not have a liftgate.
- **Cube Truck:** Orders utilizing Cube Truck vehicle type must be available by 2:00pm for intra-city delivery. Inter-city service utilizing Cube Truck vehicle type is only available at PCI’s discretion. PCI generally utilizes 16-24 foot long cube trucks with maximum weight capacities up to 12,000 pounds. Liftgate trucks are available upon request.



SAMEDAY DELIVERY ADD-ON SERVICES

Collect on Delivery (COD) Service

Professional Courier offers a COD Service as a convenience to our clients. We will collect payments up to \$5,000.00 and forward the payment to the client expediently. The following conditions apply:

- Consignees may pay with company, personal, certified or cashier's checks and money orders made payable directly to the client.
- Cash will not be accepted as payment of the COD amount and checks not made payable to the client will be returned to the consignee for reissue.
- If the consignee is not available, or refuses to pay the COD amount, we will contact the client for further instructions on additional delivery attempts or return.

Cash Outlays for Goods and Services

Professional Courier can pay for goods or services and bill you for our outlay along with the related transportation charges. The following conditions apply:

- Purchases will be made up to \$1,000.00.
- The client must provide detailed instructions via e-mail or fax.

Inside Pickup and Delivery

For large shipments involving locations deep within a pickup or delivery site, Professional Courier can bypass the usual receiving area and provide inside pickup or delivery. Typically required at convention centers, shopping malls, schools, hospitals, apartment buildings, or office buildings.

Holdovers

In situations where you need a shipment picked up but not delivered immediately, Professional Courier can hold your shipment, regardless of whether it's for a couple of hours or a couple of weeks. For longer term storage, the shipment will be kept at our secure warehouse.



PREPARING YOUR SHIPMENT

What Can and Cannot Be Shipped

Professional Courier, Inc. delivers a wide range of materials, including documents, packages, and heavy freight, however Professional Courier, Inc. does reserve the right to restrict or refuse any shipment at its discretion. Items that PCI absolutely will not ship include, but are not limited to, alcoholic beverages, firearms and ammunition, and hazardous materials. See the SameDay Delivery Terms and Conditions for details. (*While PCI does not currently accept hazardous materials, we are working to add this service in the near future!*)

Packaging and Declared Value

Professional Courier allows you to use any appropriate packaging for your shipment. To ensure the prompt, safe arrival of your shipment, please adhere to the following minimum packaging requirements:

- Safeguard important documents with reinforced envelopes.
- For packages, use sturdy, undamaged shipping cartons and filler material that eliminates content movement. Seal packages securely with heavy duty tape.
- Make sure that glass and other fragile items are separated and padded in their containers.
- Items that cannot be packed into cartons should have all sharp edges and protrusions wrapped, and casters, wheels, or rollers should be removed or protected.
- Items whose outer finish might be damaged with ordinary care in handling (briefcases, luggage, aluminum cases, plastic cases, etc.), should be placed in a protective container.
- Secure palletized items using straps and stretch wrap.
- Legibly mark the name and address of the shipper and consignee on each package and remove any old or irrelevant addresses and markings.

From the time we pick it up to the time it is delivered, Professional Courier will assume liability against loss or damage to your shipment. PCI's liability shall be limited to the lesser of the declared value, the actual loss, or the cost to repair. The declared value of each shipment shall automatically be \$100.00 unless you provide a higher declared value in writing in advance of the shipment and pay an additional fee. PCI assumes no liability for spoilage of perishable items or for damage to certain fragile articles. PCI reserves the right to inspect all shipments and to refuse any shipment that we deem to be improperly packaged. Please see the SameDay Delivery Terms and Conditions for details regarding liability and claim procedures.

Delivery Details

Providing PCI all of the relevant delivery information with your order ensures that we can deliver your package promptly to the correct location and avoid the wrong address, attempt, and waiting time surcharges that may result from misinformation. Having correct addresses, zip codes, contact names, phone numbers, special instructions, deadlines, and closing times are all crucial to maximizing our efficiency.

We request that you provide us with this information both when you order (by phone, Client Portal, or fax) and on a Bill of Lading that you attach to the shipment. The Bill of Lading may be completed by one of two methods:

- **Client Portal:** Through PCI's Client Portal, located at <http://x.professionalcourier.net/>, you may place an order. At the end of the ordering process, you have the option to print the Bill of Lading.
- **Manually:** A blank Bill of Lading is available for download on our website at <http://www.professionalcourier.net> or may be requested by phone at (804)527-0003.



ORDERING & TRACKING

Ordering:

There are several easy ways to place service orders with Professional Courier:

- **Phone:** All services may be ordered 24 hours a day, 365 days a year by calling PCI at (804)527-0003 or (800)332-4003.
- **Client Portal:** Select services may be ordered through our Client Portal at <http://www.professionalcourier.net>. The PCI Client Portal Reference Guide is available on this site and provides additional information on the Portal's capabilities.
- **Fax:** PCI's SameDay Delivery Fax Order Form is available for download on our website at <http://www.professionalcourier.net> or may be requested by phone at (804)527-0003.

Authorized Users: For established accounts, Professional Courier can limit ordering privileges to authorized users only. A User Authorization form is available for download on our website at <http://www.professionalcourier.net> or may be requested by phone at (804)527-0003.

Billing References: At the time of your order, you may notify PCI of your billing reference. This reference name or number will appear on your invoice and allow you to easily monitor shipping expenses.

Tracking:

There are a number of ways to track orders placed with Professional Courier:

- **E-Mail Status Updates:** PCI may automatically notify you by e-mail when your order has been picked up and delivered. Delivery e-mails will include consignee name and the time the order was completed.
- **Client Portal:** Through the Client Portal at <http://www.professionalcourier.net>, you can track all of your on-going and past orders. Please see the PCI Client Portal Reference Guide for more information.
- **Delivery Confirmation by Phone:** Upon completion of your order, Professional Courier can call you to inform you that your order has been completed. *(Additional charges may apply)*



ACCOUNTS & PAYMENT

While the following are Professional Courier's standard billing arrangements, please feel free to contact us if you have particular needs that you would like to have addressed. As with all of our services, we are flexible in our billing options.

Established Accounts:

- **Traditional Credit Account:** Upon approval of your credit account by Professional Courier, we will provide biweekly billing with Net 30 day terms. Acceptable payment forms include personal or company check and ACH transfers.
- **Automatic Credit Card Payments:** Professional Courier can provide weekly billing and automatically charge the credit card you place on file with us. We will then send you your invoice electronically, marked "Paid by Credit Card" as a receipt.

Non-Established Accounts:

Professional Courier welcomes all customers including new and infrequent callers. For these situations, we require pre-payment by credit card for the services provided. PCI accepts American Express, MasterCard and Visa for pre-payment. PCI cannot accept personal or company checks without an established account.

Any billing disputes must be reported to PCI within 15 days from the invoice date. If payment is not received by the due date, PCI reserves the right to charge a late fee. In the event PCI does not receive payment for services rendered, you shall be responsible for all of PCI's collection costs, including, but not limited to, attorney fees and court costs.

PROFESSIONAL COURIER ENCOURAGES THE USE OF ELECTRONIC INVOICING

PCI can send your invoice in PDF format, helping to expedite the receipt of your invoice and reducing our use of paper and other resources.



SAMEDAY DELIVERY TERMS AND CONDITIONS

These SameDay Delivery Terms and Conditions, contained in the Professional Courier, Inc. (hereafter “PCI”) SameDay Delivery Service Guide dated November 2009, supersede all previous terms and conditions, amendments, supplements, and other statements concerning the terms and conditions of PCI’s SameDay Delivery services. PCI reserves the right to unilaterally modify, amend, change or supplement the PCI SameDay Delivery Service Guide, including, but not limited to, the rates, services, and these SameDay Delivery Terms and Conditions, without notice. Only an officer of PCI may authorize a supplement to, or modification, change or amendment of the PCI SameDay Delivery Service Guide. It is the responsibility of the Client to review these SameDay Delivery Terms and Conditions in case there are any changes.

To the extent a conflict exists between these SameDay Delivery Terms and Conditions and a service agreement between PCI and the Client, the agreement shall control, provided the agreement is in writing and signed by both the Client and an officer of PCI. Any failure by PCI to enforce or apply a term or condition of these SameDay Delivery Terms and Conditions does not constitute a waiver of that term or condition and does not otherwise impair PCI’s right to enforce such term or condition. PCI and the Client irrevocably agree that these SameDay Delivery Terms and Conditions shall be governed by the laws of the Commonwealth of Virginia and that any action relating to these SameDay Delivery Terms and Conditions shall be brought in the Courts of the Commonwealth of Virginia and Courts of the United States for the Eastern District of Virginia, whom shall have jurisdiction over these matters. Should any portion of these SameDay Delivery Terms and Conditions be found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

DEFINITIONS

Shipment – The term “shipment” as used herein is a tendering of freight, consisting of one package or many, received from one shipper at one point, at one time, for one consignee, at one destination, and covered by a PCI manifest entry, and/or a receipt or other form serving the same purpose.

Package – The term “package” includes letters and means any container and its contents and includes any article which may be handled loose if the handling thereof can be accomplished in a reasonably safe and practicable manner.

Shipper – The company or person who is designated by the Client to be responsible for tendering a shipment to PCI.

Consignee – The company or person who is designated by the Client to receive a shipment upon delivery.

PACKAGING & MARKING

It is the Shipper’s responsibility for preparing, packing, securing, and marking the shipment so as to ensure safe transportation with ordinary care in handling. Any articles susceptible to damage as a result of conditions which may be encountered in transportation, such as changes in temperature or light shock in handling or transportation, must be adequately protected by proper packaging. Multiple pieces will be accepted by PCI as one package only when the pieces are stretch/shrink-wrapped or banded together to form a single handling unit. Each package within a shipment must be legibly and durably marked with the name, address and ZIP code of the recipient. *(See Service Restrictions for additional packaging instructions on particular commodities.)*



Any package that emits a sound or odor, is wet or leaking, has exposed wires, or is otherwise suspicious or obnoxious will NOT be accepted for carriage. If a shipment damages or contaminates any property, the Client will be held responsible and will reimburse PCI for any and all costs, fees, fines, and expenses incurred in connection with such damage or contamination.

RIGHT TO INSPECT AND REFUSE

PCI may, but is not obligated to, open, inspect and reweigh any package or shipment at PCI's sole discretion and without prior notice. PCI may also refuse any shipment at its discretion prior to acceptance. After acceptance of shipment and prior to performance of the transportation services, PCI reserves the right to reject the shipment if it might cause damage or delay to other shipments, equipment, or personnel, if it may not be legally transported by PCI, or if it is in violation of any rules contained in these SameDay Delivery Terms and Conditions.

PICK-UP AND SHIPPING DOCUMENTS

In the absence of some other form of receipt, PCI's notation of pick up on a delivery manifest shall constitute receipt for the shipment, and, absent notation of exceptions, shall be deemed acceptance by PCI in apparent good order based on Shipper load and count. All shipments are accepted based on Shipper load and count unless Shipper provides an itemized manifest or packing list, which can be visibly verified by PCI and which is signed as a receipt with a copy provided to PCI. Terms and conditions set forth on a receipt or other form provided by shipper and signed by PCI, including Uniform Straight Bill of Lading or any other form of bill of lading, shall apply only insofar as they are not inconsistent with these SameDay Delivery Terms and Conditions and common usage and practice. Any inconsistency or ambiguity shall be resolved in favor of application of these SameDay Delivery Terms and Conditions.

DELIVERY AND PROOF OF DELIVERY

Delivery of a shipment for all purposes shall be deemed to include, but not limited to, delivery to the Consignee or the Consignee's actual or apparent agent or representative, delivery to the address or location specified on the PCI source document, or delivery to a reasonable alternate address or location. Corrections of wrong addresses may be subject to additional delivery charges.

In cases where a shipment or package is refused by the Consignee, PCI shall contact the Client and per the Client's verbal, written or electronic request shall (a) reattempt delivery at a later time, subject to additional delivery charges, or (b) return the shipment to the Shipper or an alternate location, subject to additional delivery charges. In the event that a shipment is deemed undeliverable with no alternate delivery or return locations, PCI shall retain the shipment for a reasonable period of time, to be determined at PCI's sole discretion, but not exceeding 30 days, and PCI reserves the right to dispose of the shipment thereafter at the Client's expense, without further notice to the Client, Shipper or Consignee.

By default PCI shall obtain a signature from the person taking control of the shipment at delivery and the delivery time as proof of delivery. Should a signature not be available at the attempted delivery, PCI shall, at the Client's verbal, written or electronic request (a) reattempt delivery at a later time, subject to additional delivery charges, (b) return the shipment to the Shipper or an alternate location, subject to additional delivery charges, or (c) deliver without a signature. If a shipment is delivered without a signature, PCI's notation of such delivery on the delivery manifest shall serve as proof of delivery.



Requests for copies of proof of delivery information must be submitted to PCI verbally, in writing, or electronically within 12 months of the shipping date and may be subject to additional charges. PCI shall provide this information via e-mail, fax or United States Postal Service. PCI assumes no liability for the inability to provide a copy of the Proof of Delivery.

COLLECT ON DELIVERY SERVICE (“COD”)

Upon request from the Client at the time an order is placed for a shipment, PCI may provide COD Service, subject to additional delivery charges. The maximum collection amount for a COD shipment is \$5,000 and PCI shall accept the following payment methods: certified or cashier’s check, money order, or a personal or company check issued by or on behalf of the Consignee. PCI shall bear no risk or liability for any checks or other instruments tendered in payment of the COD Service, including, but not limited to, risk of nonpayment, insufficient funds, and forgery.

Shipper must attach instructions to each COD shipment, clearly alerting PCI to the COD Service and showing the amount to be collected and the acceptable payment methods. Upon delivery of a COD shipment, PCI will attempt to collect from the Consignee the amount shown on the COD instructions and promptly forward the collected payment instrument to the company or individual designated by the Client. If collection cannot be made, or if the shipment is refused, PCI shall perform the procedures detailed in the Delivery and Proof of Delivery section above.

On COD shipments, the Client must notify PCI within 30 days from the date of shipment if the Client has not received the collected payment instrument or any claim relating thereto shall be deemed waived.

SERVICE RESTRICTIONS

Items Not To Be Transported

The following items must not be tendered to PCI under any condition: Alcoholic Beverages, Firearms, Ammunition, Dangerous Goods (Hazardous Materials) excluding dry ice used as a refrigerant, Fireworks, Explosives, Human Corpses and/or Cremated Human Remains, or Medical Waste. Additionally, PCI may not accept items that require PCI to obtain a federal, state or local license for their transportation, that may cause damage or delay to equipment, personnel or other shipments, or whose possession or carriage is prohibited by law.

Items With Restrictions:

Live Animals, Perishables, Food, and Plants

PCI will accept live animal, perishable, food, and plant shipments, however PCI does not offer temperature control services of any kind nor does PCI accept liability against damage, death, or spoilage of these shipments. The Client and Shipper are responsible for complying with all applicable federal and state laws and regulations governing the shipments. Live animal shipments must be sent utilizing PCI’s most expedient service type available.

Cash, Negotiable Instruments and Securities, and Items of Unusual or Idiosyncratic Value

PCI will not carry or be liable in any way for any cash, negotiable instruments and securities, or items of unusual or idiosyncratic value, including, but not limited to, works of art, gems, jewelry, or furs, unless specified otherwise in a separate written agreement.



Pharmaceuticals

Shipments of over-the-counter and prescription pharmaceuticals will only be accepted by PCI when tendered in accordance with applicable federal, state, or local laws. Pharmaceutical packages should bear no label, markings or other written notice that a pharmaceutical is contained within. Proper packaging, such as cotton or other appropriate packing material, should be used in order to protect the contents of the package. PCI is required to receive a valid signature for shipments that contain pharmaceuticals.

Tobacco Products

PCI does not provide service for shipments of tobacco products to consumers and shall only accept tobacco product shipments for delivery to recipients who are licensed or otherwise authorized by applicable federal, state, or local law or regulation to receive deliveries of cigarettes.

DECLARED VALUE

The declared value of a shipment represents PCI's maximum liability in connection with the shipment, including, but not limited to, any loss, damage, mis-delivery, and non-delivery. By default, and subject to the limits set forth below, PCI's liability with regards to any shipment is limited to the sum of \$100.00, unless, prior to the tendering of the shipment to PCI, a higher value is declared in writing by the Client and approved in writing by PCI, and the applicable Excess Declared Value fee is paid thereon. The maximum declared value for any shipment shall be \$50,000.00. Any effort to declare a value in excess of the maximum declared value is null and void and the acceptance for carriage of any shipment bearing a declared value in excess of the maximum declared value does not constitute a waiver of any provision of these SameDay Delivery Terms and Conditions as to such shipment.

LIABILITIES NOT ASSUMED

PCI will not be liable for any loss, damage, mis-delivery, or non-delivery except such as may result from PCI's sole negligence. PCI shall not be liable for any loss, damage, mis-delivery, or non-delivery caused by or resulting in whole or in part from:

- Acts, defaults or omissions of any person or entity other than PCI, including PCI's compliance with verbal or written delivery instructions from the Client, Shipper, Consignee, or persons claiming to represent the Shipper or Consignee.
- The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- The Client's, Shipper's or Consignee's violation of any of these SameDay Delivery Terms and Conditions, as amended from time to time, but not limited to, the improper and insufficient packaging, securing, marking or addressing of shipments.
- Public enemies, criminal acts of any person or entities, public authorities acting with actual or apparent authority, authority of law, civil commotions, strikes, labor disputes, hazards incident to a state of war, local or national weather conditions (as determined solely by PCI), natural disasters (earthquakes, floods, hurricanes), conditions that present danger to PCI's personnel, mechanical failures, national or local disruptions in air or ground transportation networks, and disruption or failure of communication and information systems.
- Inspection and/or detention of shipments by federal, state, or local authorities.
- Loss of or damage to articles packaged by the Shipper, provided the seals are unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the Consignee without written notice of damage on the delivery record.



In no event shall PCI's liability exceed a shipment's repair cost, its depreciated value, its replacement cost, or the maximum declared value, whichever is least. Exposure to and risk of any loss in excess of the declared value is either assumed by the Client or transferred by the Client to an insurance carrier through the purchase of an insurance policy.

THOUGH AN EFFORT WILL BE MADE TO DELIVER A PACKAGE BY THE TIME QUOTED BY PCI WHEN THE ORDER IS PLACED, PCI DOES NOT GUARANTEE DELIVERY BY A STIPULATED DATE NOR A STIPULATED TIME. WE SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF FAILURE TO MAKE A TIMELY DELIVERY. PCI 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 we knew or should have known that such damages might be incurred, including, but not limited to, loss of income or profits.

PCI will not be liable for any shipment where our records do not reflect that the shipment was tendered to us.

The Client shall indemnify PCI, its affiliated companies, their officers, directors, employees, agents, and their successors and assigns from costs, fees, fines, or expenses that PCI may incur as a result of the Client, Shipper or Consignee's non-compliance with governmental laws or regulations or as a result of the Client, or Shipper's non-compliance with the section of these SameDay Delivery Terms and Conditions entitled "Items Not to Be Transported".

Shipments Released Without Signature

PCI will not be liable for shipments released without obtaining a signature, if permission to do so has been granted verbally, in writing, or electronically by the Client.

Electronic Media and Film

PCI will not be liable for any loss or damage (including but not limited to erasure) to any electronic or magnetic tape, disk, exposed film, or similar item which exceeds the value of the blank physical item itself.

Printed Materials

With respect to printed materials, including, but not limited to, letters, checks, drafts, money orders, securities, deposit records, transit items, sales, audit items, business records, audit media, tabulation cards, data processing materials, legal documents, and any other printed or bank-related materials, PCI's liability against loss or damage shall be limited on a per item basis to the lesser of the face value of the item, the reasonable cost of reproduction or duplication of the physical item, or \$50.00, and there shall be a maximum liability of \$2,000.00 per shipment. PCI shall not be liable for any such costs unless the Client has notified PCI in advance of the reproduction or duplication of lost or damaged items. For such shipments, appropriate risk management by the Client is required, including the keeping of records which would be needed to reconstruct these printed materials and related transactions.

Live Animals, Perishables, Food, and Plants

PCI assumes no liability for damage, death, or spoilage of live animal, perishables, food, and plant shipments.



Fragile Items

PCI assumes no liability for any commodity that by its inherent nature is particularly susceptible to damage, including electronic and electric devices, scientific testing equipment, glass, crystal, porcelain, and china. While PCI will attempt to honor package orientation graphics ("UP", "THIS END UP", "FRAGILE") or other special instructions when practicable, we are under no obligation to do so.

Cash, Negotiable Instruments and Securities, and Items of Unusual or Idiosyncratic Value

PCI will not carry or be liable in any way for any cash, negotiable instruments and securities, or items of unusual or idiosyncratic value, including, but not limited to, works of art, gems, jewelry, or furs, unless specified otherwise in a separate written agreement.

LOSS CLAIM PROCEDURES

In order to pursue a claim due to damage, shortage, nondelivery or misdelivery, the Client must send, in writing, a Notification of Claim to PCI within 15 days of acceptance of the shipment by PCI. The Notification of Claim must include complete Shipper and Consignee information, the shipment tracking number, date of shipment, number of pieces, shipment weight and supporting documentation of the claim, including original purchase invoices, estimates or invoices for repair, expense statements, appraisals or other records. The Client is responsible for proving the actual loss when a claim is made and these documents must be verifiable to PCI's satisfaction. All original shipping cartons, packing and contents must also be made available for PCI's inspection and retained until the claim is concluded. Acceptance of the shipment by the Consignee without written notice of damage on the delivery manifest is prima facie evidence that the shipment was delivered in good condition. Failure to provide PCI with notice in the manner and within the time limits set forth in this section will result in a claim being denied and are prerequisites to any legal cause of action against PCI.

PCI shall, within 30 days of receipt of a Notification of Claim, acknowledge receipt of such claim in writing to the Client and will indicate in its acknowledgement what, if any, additional evidence or pertinent information may be required to process the claim. Provided all evidence and pertinent information has been provided in a timely manner, PCI shall, within 120 days after receipt of a Notification of Claim, apply, decline, or make a firm compromise settlement offer in writing to the Client. Should additional time be required beyond 120 days from the receipt of a Notification of Claim, PCI shall at that time, and at expiration of each succeeding 60 day period while the claim remains pending, advise the Client in writing of the status of the claim and the reason for the delay in making final disposition thereof. Legal action to enforce a claim must be brought within one year after the claim has been denied, in whole or in part, by PCI. Payment of a claim shall extinguish any right to recover in connection with a shipment. PCI is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance. PCI reserves the option to pick up salvage on damaged claims when PCI pays full value.



In the event of disputes or controversies as to the adequacy of packing or cause of physical damage to a shipment, such disputes or controversies shall be submitted to the arbitration of three competent persons - one appointed by each party and the third to be appointed by the other two, whose award shall be conclusive and binding on both parties. The rules and procedures for any such arbitration may be set by agreement of the parties. However, in the event that the parties are unable to agree, the arbitrators shall have authority to establish reasonable rules and procedures. Said arbitrators shall not have the authority or power to modify or alter any express condition or provision of this agreement, including those pertaining to limits of liability, or to render an award that by its terms has the effect of altering or modifying any express condition or provision of this agreement. No suit at law or in equity based on any dispute or controversy subject to arbitration under this agreement shall be instituted by either party, except to enforce the award of the arbitration. Failure by PCI to invoke this section, in any case, is not a waiver of the terms of this section. Each party shall bear its own arbitration costs.

Notification of Claims and subsequent communications must be sent to the following addresses:

By United States Postal Service

Professional Courier, Inc.

Attn: Claims

P.O. Box 70052

Richmond, Virginia 23255.

By Hand Delivery

Professional Courier, Inc.

Attn: Claims

3917 Deep Rock Road

Richmond, Virginia 23233