

All Around SoCal Courier, Inc. Terms & Conditions

The following Terms & Conditions apply to the entirety of *All Around SoCal Courier's* (Hereinafter referred to as *All Around*) products and services, unless otherwise specified in individual service contracts. By utilizing *All Around's* services, you agree that you have read, understand and accept the Terms & Conditions that are laid out herein. *All Around* reserves the right to change and/or modify these Terms & Conditions at its sole discretion. Your use of *All Around's* services constitutes your acceptance of such changes.

Limitation of Liability

All Around limits its maximum liability to \$500 (U.S.) for any loss or damage, the actual value of the product being transported or the cost to recreate or replace the item of any package shipped, whichever is less. *All Around* will not accept liability for service for which the shipper has authorized our customer service team (either verbally or in writing) to deliver the shipment without obtaining a signature.

All Around will not accept liability 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. *All Around* will not be liable for your acts or omissions, including but not limited to improper or insufficient packaging, securing and/or marking, or for the acts or omissions of the recipient.

All Around will not be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God; air, land or sea transportation delays; weather conditions, acts of public enemies or terrorists; war; strikes, civil commotion or acts or omissions of public authorities, including customs or health officials with actual or apparent authority.

All Around reserves the right to decline the shipment of certain items at our discretion. Unacceptable items include but are not limited to: illegal items, contraband, rare and priceless items, explosives, firearms and flammable liquids.

All Around may at its option (but without obligation on the part of *All Around* to do so) open and inspect a client's packages prior to or after given to *All Around* to transport. *All Around* reserves the right to reject a shipment at any time, when such shipment would be likely to cause damage to or delay to other shipments, equipment or personnel, or if the transportation of such shipment is prohibited by law.

Service Guarantee

All Around will, at its option, refund or cancel shipping charges in the event of a service failure when that failure is our fault.

The following conditions apply:

1. Shipping charges will be waived or cancelled only for those shipments delivered later than 15 minutes after the guaranteed delivery time. (30 minutes for residences, government offices and retail stores).
2. *All Around* 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.
3. Our guarantee does not apply to shipments delayed by conditions beyond our control including, but not limited to, acts of God, air, land or sea transportation delays, port delays, weather

conditions, acts of public enemies or terrorism, war, strikes, civil commotion or acts or omissions of public authorities including customs or health officials with actual or apparent authority.

4. If a shipment is received by *All Around* that contains items needing temperature control (refrigeration), it is the shipper's responsibility to adequately package item to keep the required temperature for the duration of the delivery time. *All Around* will not assume responsibility for perishable items.

Account & Password

All Around customers are solely responsible for maintaining the confidentiality of their account information and passwords and are liable for all activities and costs affiliated with those activities. *All Around* reserves the right to refuse service, terminate accounts, remove or edit content or cancel service at its sole discretion.

Billing & Invoices

All Around issues invoices to its customers on the first (1st) and fifteenth (15th) of every month, unless individual service contracts are in place that stipulate a different arrangement. The invoice dated the first (1st) includes services provided between the fifteenth (15th) day and the last day of the previous month. The invoice issued at the end of each month includes services provided between the first (1st) day and the fifteenth (15th) day of the month. *All Around* customers have the option of receiving a paper or an electronic invoice. *All Around's* payment terms are Net 15, unless individual service contracts are in place that stipulate a different agreement. Any accounts with invoices outstanding more than 30 days may have service suspended. Accounts that are on a credit hold by *All Around's* Accounts Receivable department are not eligible to receive a refund

Claims & Refunds

All claims regarding damages to, loss or delay of any shipment must be submitted in writing to *All Around's* corporate office within 7 calendar days of delivery of the shipment; otherwise *All Around* reserves the right to refuse the claim. *All Around* is not obligated to act on any claim until the customer has paid all transportation charges.

Please direct all claims to:
All Around SoCal Courier, Inc.
AR Department
340 Van Ness Avenue, Suite A
Torrance, CA. 90501

Or email to: info@allaroundsocal.com

C.O.D. Policy

All Around's C.O.D. Service will collect funds on your behalf at the time of delivery. Cash, checks, including cashier's, 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, insufficient funds, fraud or forgery.

Traveler's checks, credit cards and counter checks will not be accepted as payment for a C.O.D. shipment.

The maximum acceptable C.O.D. amount is \$5,000.00 per shipment. C.O.D. amounts do not imply a declared value. If you wish to place a valuation higher than \$100 on your package, you must declare a value for the shipment when placing your order. There is a service charge of \$10.00 for C.O.D. shipments.

Driver wait time for collection of C.O.D. funds from recipient is 7 minutes. If the recipient cannot be located or fails or refuses for any reason to pay the C.O.D. amount, the shipment will be returned to the Shipper within two business days of the delivery attempt. C.O.D. Service is only available to *All Around* account holders.

Delivery Areas & Restrictions

All Around's service area includes all of Southern California and as far north as Oakland and San Francisco, and as far east as Las Vegas, for services originating in Los Angeles, Orange and San Bernardino counties. *All Around* prides itself on its Whatever-It-Takes philosophy and will work with our client's to ensure we meet their needs when the service is outside of our operational area. *All Around* does not deliver to P.O. Boxes.

Delivery Signature

It is *All Around's* policy to obtain a signature on all deliveries. However, shipments may be delivered without obtaining a signature if the sender indicated as such when placing the order or has given verbal or written authorization to an *All Around* representative. If authorization is given to *All Around* to leave without a signature, *All Around* assumes no responsibility for the loss or damage of the package.

Fuel Surcharge

All Around's industry standard fuel surcharge is analysed and adjusted monthly and reflects current market conditions. Our surcharge is based on the AAA of Southern California average price of gasoline as posted on <http://www.fuelgaugereport.com/CAmetro.asp>.

Prohibited Items

All Around reserves the right to decline the shipment of certain items. Prohibited items include but are not limited to: illegal goods or substances, cash or cash equivalents, firearms or ammunition, precious metals, live animals, toxic waste or fuel of any kind. *All Around* reserves the right, but is not required, to open and inspect any package at any time if we determine that such shipment would be likely to cause harm to our personnel, property damage or delay to other shipments, equipment of the company or if the transportation is prohibited by law. It is the responsibility of the shipper to ensure that a shipment tendered to *All Around* does not violate any federal, state, provincial, or local laws or regulations. *All Around* shall knowingly render no service in the transportation of any shipment that is prohibited by law.

Size & Weight Restrictions

All Around reserves the right to weigh all shipments and our policy is to round to the nearest pound. *All Around* utilizes industry standard practices with regard to special handling fees based on Dimensional Weight when a package is comparatively light relative to its actual volume. Packages that are exceptionally long or tall and which require special handling will also be subject to additional fees. Packages weighing more than *All Around's* published weight limitations may be subject to an additional charges. Please consult a Customer Service Representative for additional details.