

By rendering services from The Green Courier you acknowledge that you have read and have agreed to the following terms and conditions.

## **Terms and Conditions**

### **Parties**

The parties involved within this agreement are as follows:

1. The Green Courier

The company providing delivery/courier services and may also be referred to as the “courier” or the “company.”

2. Customer

The person, firm, company, or individual(s) representing a firm or company, that is receiving services provided by The Green Courier.

### **Statement**

All services provided by The Green Courier are subject to the terms and conditions stated in this agreement. The Green Courier reserves the right to update and/or amend the terms and conditions from time to time without notice. It is the responsibility of the customer to stay up to date with this agreement.

The Green Courier shall use its resources to the fullest extent to deliver the goods to the specified addresses on or around the specified time as requested by the customer. All deliveries are subject to, but are not limited only by, the restrictions and conditions contained within this agreement.

### **Rates & Quotes**

The Green Courier determines rates and quotes for deliveries. Rates are determined based upon distance of pickup and delivery locations, weight of the goods, and time of the delivery. With the exception of a situation where previous contracts have been established with the customer, The Green Courier reserves the right to update and/or amend the standard and discount rate sheets from time to time without notice. It is the responsibility of the customer to stay up to date with current delivery rates. All initial quotes for deliveries provided to customers are not final as future charges may incur after an order has been placed due to various factors. In the event any that any further charges incur, it is the responsibility of the customer to financially compensate for these charges in order to ensure the proper delivery of the goods on time.

### **Placing Orders & Online Access Account (OAA)**

The customer may get quotes and schedule deliveries by calling The Green Courier. The customer may also request opening an online access account that will enable the customer to get quotes for deliveries, place orders online, and check his/her order history. By opening an account the customer agrees that he/she will be held financially responsible for all orders placed from the account. Furthermore, the customer may not

use the account for getting quotes for any other purpose than to place orders through The Green Courier. All orders placed through the phone and online are subject to the terms and conditions within this agreement.

### **Lost or Damaged Goods**

The Green Courier will not be held financially liable for any loss of or damage to goods being transported. The Green Courier may provide compensation for lost or damaged goods but does not make any guarantees.

### **Delivery Time Guarantees**

The Green Courier may guarantee certain deliveries to be completed on or around specified times, or with in specific time periods. In such a case, The Green Courier only guarantees deliveries to the best of its ability and will not be held financially responsible for consequences resulting from any delayed deliveries due to unavoidable circumstances, including but not limited to delays caused by weather, traffic, and accidents.

### **Restricted Goods**

The Green Courier shall not transport any items that are prohibited by law. Furthermore, The Green Courier shall not transport alcoholic beverages, edible products, or items that are hazardous or dangerous in any form. The Green Courier reserves the right to inspect goods, and determine whether any item is restricted and in such a case the right to deny service, regardless of previously established contracts.

### **Waiting Charges & Pickup/Delivery Failures**

In the event a shipment is not ready for pickup and a delay is thus caused to the scheduled pickup time, waiting charges will be applied to the order. Waiting charges will also be applied to the order if the person or persons at the delivery location are not ready or are unwilling to receive the shipment. In either case, unless otherwise instructed to follow specific instructions, The Green Courier will attempt to immediately contact the person who placed the order and inform him or her of the situation and the applicable waiting charges. Currently the waiting charge is \$0.40 (forty cents) for every minute the driver making the delivery has to wait after the initial 10 (ten) minutes of the scheduled pickup or delivery time. In the event The Green Courier is unable to contact the order placer in any such situation where a pickup or deliver is delayed or not possible, The Green Courier will determine the best possible course of action, whether it be returning the shipment to the pickup location and in such a case additional charges will be applied, or leaving the shipment at the delivery location if such an action is determined to be safe by the driver.

### **Re-attempt Pickups/Deliveries**

In the event a pickup or deliver is not possible, a re-attempt charge will be applied to the order. The Green Courier reserves the right to determine the exact value of re-attempt charges.

### **Order Cancellation**

After a delivery has been scheduled, the customer may cancel the order free of charge within the first 10 (ten) minutes. If an order is cancelled after the first 10 minutes of placing the order, a minimum charge of \$25.00 (twenty-five dollars) or 50% of the order amount which ever is higher will be applied.

### **Storage & Handling**

In the event a shipment is/was unable to be delivered for any reason and The Green Courier was required to store the good or goods until the next attempt for delivery, storage and handling charges may apply. The Green Courier will not be held responsible for any damage to or any loss of goods.

### **Third Party Services**

In order to meet the customer's delivery needs, The Green Courier One may deem it necessary to render the services of third party couriers, air carriers, and transporters. In such a case, the charges occurring from utilizing third parties in order to meet the customer's delivery needs will be included in the order. The Green Courier will not be held responsible for any damages and delays occurring from third parties.

### **Proof of Deliver (POD)**

Completion of a delivery may be verified by calling the courier or by checking online within the customer's account. The customer may also request a copy of the signature made at pick and/or delivery locations. Providing signature confirmation for a pickup or delivery to the customer is not a guarantee. In the event the courier is/was unable to attain a signature at pickup and/or delivery, The Green Courier may provide verbal confirmation only.

### **Payment**

The customer may pay for the courier services rendered at the time of placing orders or the customer may request a monthly invoice billed to him or her. It is the responsibility of the customer to make all payments on or before the due dates specified on the invoice. In the event a customer does not make payment, The Green Courier reserves the right to charge late payment fees, deny services thereof, cancel the customer's account, and take legal action. The customer may pay for the services rendered through major credit/debit cards by calling the courier or by making checks payable to "The Green Courier." In the event a check bounces or is returned, a returned check fee will be charged. The Green Courier also reserves the right to request prepayment of all future orders thereof or deny service completely.