

## **Terms and Conditions**

**This agreement is the complete terms and conditions that apply to the use of ED&C Transportation's website and online order entry web portal. You can either use our site to place an order or contact us by phone at 1-800-523-1462. Please read Terms and Conditions carefully.**

## **Level of Service Order**

**It is important to be as accurate as possible when providing pick-up and delivery information. Please provide us with the following: Customer Name, Contact Name, Phone number. Also provide date and time items will be ready. We ask that you schedule items 30 minutes prior your actual pick up time. Delivery information should include: Contact Person, Phone #, Company Name, Address, Delivery hours, Delivery deadlines, Number of pieces, Weight, Dimensions, Declared value of items , Level of service needed (or we can provide you with best level of service that fits your needs). Please specify if there are any Special Instructions that you may require our couriers to perform during the delivery process. Deliveries can be scheduled 90 days in advance.**

## **Account Set up**

**Please provide us with the following: your full name, responsible company name, current address, a valid email address, payment manner and frequency of billing in order to create your service account or accounts. Your account will be created with usernames and passwords, you will have the ability to change those passwords so that they are known only by you. You can also track deliveries, view and print invoices, store addresses and print waybills with your account. You agree that all orders placed on-line are the responsibility of the account holder and once completed will be paid for within established terms by the account holder.**

**Additional Charges: There may be additional charges for transportation of items not included in the original estimate. Extra pickups and/or deliveries, removal and /or replacement of doors, last minute packing at the request of the carrier, and any service considered out of the ordinary may incur additional charges. Additional charges may also include:**

- **15 min. Wait time**
- **After Hour Rates (Before 8 a.m. and 6 p.m. to 8 p.m.)**
- **Late Night Rate: (Between 8 p.m. and 5 a.m.)**
- **Weekends or Holidays Rate**
- **Pickup or delivery over 45 miles**
- **Additional weight/DIM charge**

**Cancellations/Rescheduling:** Please let us know within 24 to 48 hours of the original scheduled time. Cancellations or rescheduling may incur a charge.

**Arrival Times:** Please allow 30 mins. For pick-ups. Please allow an additional 30 minutes for each additional 10 miles in the delivery process.

**Inclement Weather:** Additional costs may be incurred due to staging difficulties caused by inclement weather. We will make the strongest possible effort to keep items undamaged by weather but cannot make any guarantees. In case of a snow or ice storm, jobs may be cancelled to avoid bodily injury or equipment damage and will be rescheduled beginning the first available date after the storm or as our schedule allows.

#### **Rates**

The actual rate is determined by your level of service and quantity of items including: how soon you need it delivered, type and number of packages, the weight (or DIM weight) of the shipment, time of day, the vehicle required to move the shipment, etc.

ED&C Transportation uses advanced mapping software provided by Ontime 360©, for exact door to door driving mileage in the determination of trip length. This software will recognize one-way streets and, in some cases, closed roadways. This may cause individual lengths of a round trip to be priced slightly differently. We reserve the right to change On-Demand rating schemes as business conditions dictate.

#### **Refusal of Deliveries**

ED&C Transportation reserves the right to refuse any delivery. Any areas that may cause injury or bodily harm to couriers may be refused for delivery. Gated property must be accessible for pick-up

and delivery. Items may not be delivered if inaccessible. Certain high-risk areas are required to sign for packages delivered. In the event a package requires a signature and resident or client is not present we will make 3 attempts for delivery. After the third attempt we will send package back to sender. This may incur additional fees.

#### Hazardous Materials

ED&C Transportation reserves the right to refuse any delivery. We do not accept "Dangerous Goods" or "Hazardous Materials." We will, however, accept and move dry ice and biomedical materials that are packed following OSHA protocols and that are compliant with applicable federal, state and local law. We will not move any package that appears to be leaking or that emits an obnoxious odor. If a shipment damages or contaminates any property while in our possession, the shipper will be held responsible and will be charged for any and all costs incurred in connection with such damage or contamination.

**Firearms:** We will not be responsible or liable for the pick-up or delivery of any firearms.

**TV's:** Plasma and Flat Screen/ Flat Panel TV's are susceptible to damage from extreme temperatures, slight bumps, and altitude changes. The original packaging is best for moving them. These items must be crated or packed in original boxes before shipment. We will not move these items without packing/crating properly. There is an additional charge for preparing these items for pick-up. **If We Pack**, we highly recommend our packing service. Call and speak with a Customer Service Representative for details. We would be happy to arrange a professional packing crew for you. Should you choose to not use our protective services, and sign a release of liability, ED&C Transportation **will not** be held liable/cover/reimburse you for any damage that may occur because of your refusal to use our wrapping/packing services. Although our couriers' will be as careful as possible, from time to time damages may occur. If there is damage, notify ED&C Transportation immediately. Damages must be noted on your contract. If you discover damage after the delivery, call the office within 14 days of your delivery. **No damage claims will be honored until the charges for delivery services have been paid in full.**

#### Fragile Items

We do sell packing supplies. Pack everything in boxes. Do not use paper or plastic bags. Shut and tape tops and bottoms of boxes. Clearly mark the destination of all boxes on the top and sides and mark FRAGILE as needed. All fragile items, including lamps, china, computers, stereos, DVD's etc. must be properly packed.

## **Credit Terms**

**ED&C Transportation bills its clients in several ways. If your company would like to discuss invoicing terms, please contact our Finance team at 1-800-523-1462. We reserve the right to suspend accounts until brought current. ED&C Transportation may take other action, including placing accounts in “credit card only” status, requiring EFT payment, among other things. We also may use the services of a third-party debt collection company for accounts that extend beyond 60 days past due. We reserve the right to report credit usage behavior to credit collection agencies including Credit Safe® and Dunn & Bradstreet®.**

## **The Ability to Pay for Individual Deliveries Separately or by the Invoice**

**We enable any customer to select whether they would like to pay for jobs either individually or by full invoice. This functionality is available once a client has logged into our web portal. We also offer the ability to place an order over the phone 1-800-523-1462 and pay the operator verbally at the time of order placement. ED&C Transport also offers ACH payment, we accept most Credit & Payment cards., We accept personal, cashier’s and company check as well as Money Orders. Cash is not accepted. All remittances should be made to ED&C Transportation, LLC., 1862 185<sup>th</sup> St, Lansing, IL 60438. Initial usage of our services by an individual without an established ED&C Transport account may require the use of a valid credit card.**

## **Refund Policy**

**In order to handle requests for refunds or credits of delivery charges in a timely manner all requests must be made within 14 days of the actual delivery. Please contact ED&C Transport at 1-800-523-1462.**

## **Privacy Policy**

**ED&C Transportation takes your privacy seriously. Please review the following section to better understand our privacy policy and practices. ED&C Transport partners with computer and software experts to be sure that we are following Payment Card Industry newest security compliance requirements. We maintain physical, electronic and procedural safeguards to guard your non-public personal information. We also restrict access to your card data by encrypting that information once it is entered our operating system. All client information is password and hierarchically level protected. Individual payment card data is encrypted and cannot be read by anyone attempting access. We may**

install cookies on your computer to enable your quicker access to our operating system. We also collect your usage data including, but not limited to, your name and email address, all pickup and delivery information including company name, address, phone number(s) and billing information. We may also collect your computer's I.P. address and other data during computer to computer transactions. We may pass on your specific delivery information on to other delivery service providers for the purpose of completing the pickup and delivery transaction at hand. We do not sell, rent or give away your customer information – unless directed by you or if directed by a subpoena, court order or legal process, or to establish our legal rights and to defend ourselves from legal claims and credit risk reduction. ED&C Transport will share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law. You may see, change and/or modify your personal information stored in our operating system by contacting us at [exp.dctrans@gmail.com](mailto:exp.dctrans@gmail.com). You may also use that contact information to close an existing account or to open a new account or ask for an increase in account spending limit. We may update this policy and its practices at any time.

#### **Limitation of Liability Disclaimer**

##### **SHORTAGE/LOSS/DAMAGE SHOULD BE REPORTED WITHIN 48 HOURS OF DELIVERY**

Shipper acknowledges and agrees that ED&C Transportation's rates and charges assessed for handling shipments hereunder are calculated upon the limitations of liability stated below and that, in consideration of the rates and charges assessed, in tendering property to ED&C Transportation, LLC for transportation shipper agrees to the following limitations upon ED&C Transportation, LLC.

- 1. No liability for delay or failure to make delivery ED&C Transportation, LLC's liability is limited to liability for loss of, damage to or destruction of property occurring while in the custody of ED&C Transportation, LLC. for the purposes of delivery. ED&C Transportation, LLC. shall have no liability in any amount relating to, caused by or resulting from delay in completing delivery or failure to complete a delivery.**
- 2. No liability for consequential or incidental damages – ED&C Transportation, LLC. shall have no liability for any consequential or incidental damages or loss, however arising, whether ED&C Transportation, LLC. had or should have had knowledge that such damage might be incurred, including, but not limited to, loss of income, profits, utility, revenue or market.**

**3. Declaration of value – We do not pick-up or deliver Jewelry, Metals, Money, Controlled Drugs, (tobacco products or alcoholic beverages, other than beer or wine)**

**4. Documents: These are papers including checks, drafts, money orders, notes, and securities in negotiable form, and/or processing media that contain information.**

- a) The cost of replacement with substantially identical property, including premiums for loss instrument bonds if such expense is required to effect replacement or reconstruction.**
- b) If a document cannot be reconstructed or replaced with substantially identical property, it will be valued at its cost in blank plus any transcription costs actually incurred.**

**5. Written notice of claim must be filed within 30 days documenting the claimed damage or loss.**

**Documentation may include original purchase receipts or invoices, photographs, estimates for repair or replacement and all delivery details. Claims may be mailed to ED&C Transportation, LLC., 1862 185<sup>th</sup> St., Lansing, IL 60438, Attention: Accounting Department. The information may also be emailed to: exp.dctrans@gmail.com.**

**5. All original shipping cartons, packaging and the damaged item(s) must be made available for ED&C Transport to inspect for the duration of the claim. Once the claim is settled ED&C Transport reserves the right to claim the damaged item(s) for its own purposes.**

**6. ED&C Transport, LLC. reserves the right to refuse to ship any item or group of items based upon the specific declared commodity and/or the way the item is packaged.**

**The above provisions are contractual in nature by tendering property to ED&C Transport, LLC. for delivery shipper acknowledges due notice of the above limitations of liability and agreement to each provision thereof.**

**QUESTIONS ABOUT ED&C Transportation, LLC.'S LIMIT OF LIABILITY SHOULD BE ADDRESSED TO SENIOR MANAGEMENT OF ED&C Transportation, LLC.**

#### **Severability**

**If any provision of these Terms and Conditions is deemed to be invalid or unenforceable pursuant to any judicial decision, such provision shall apply to the maximum extent permitted by law. The remaining Terms and Conditions will remain valid and enforceable as stated.**

#### **Optional Insurance**

**Shipments are insured up to \$2 for the first \$100 thereafter \$1 for each \$100. This must be requested at the time order is placed.**

