



2020 SERVICE GUIDE

Terms and Conditions of Carriage

INTRODUCTION

Welcome to Sonic Transportation & Logistics. The information in this Service Guide describes the Terms and Conditions which apply to the transportation of any letter, document, package, or other item by Sonic TL.

SONIC TL reserves the right, at any time and without notice, to change, amend, or add to the information contained in this guide including, but not limited to, information regarding rates, service, and product features.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BY SONIC TL.

GENERAL FACTS

Sonic Transportation & Logistics was founded by Mr. William Jacobs in 1976 as one of Florida's original courier services. With its corporate headquarters in Tampa, Sonic has satellite operations in most major cities throughout Florida. Our company reputation is built upon superior service, stellar organizational skills, professional appearance and above all, the ability to consistently meet the most sensitive deadlines.

Sonic Transportation & Logistics is open 24 hours a day, 365 days a year, awaiting your call with live Customer Service personnel on duty. We understand not all businesses operate a 9-5 schedule. You can feel confident that one of our courteous and professional staff will be there to handle your call any time day or night.

Technology

Our Customer Service Center's automated tracking systems eliminates both paperwork and time delays. From the use of state-of-the-art communications for couriers, to computerized dispatch and tracking, to web-based order entry for customers, our technological edge gives your company the upper hand in faster, more reliable deliveries.

Meeting Your Needs

Each delivery is unique, just like each customer is unique. At Sonic Transportation & Logistics we offer a menu of service levels. This allows the customer to choose the service that best fits their delivery situation and their budget. Sonic is by no means one dimensional when it comes to meeting a customer's needs. We operate 5 distinct divisions, each geared to meet specific service expectations from our existing and potential customer base.

RATE QUOTES

Any rate and/or service quotes provided by SONIC TL employees will be calculated based on information provided by the customer, but final rates or service will be determined based on the

actual services provided during shipment. SONIC TL reserves the right to audit orders to confirm the package weight and service selected. If either weight or service selected is discovered to be incorrect, we will make appropriate changes to the invoice and/or order.

For current rates, please call our customer service department at **1-800-6276642**.

ON-LINE SERVICES

SONIC TL offers comprehensive on-line services:

- **Ship with Account**
- **Delivery Options**
- **Schedule a Pickup**
- **Fuel Surcharge Information**
- **Service Areas**
- **Track a Package**
- **Company General Information**
- **Holiday Schedule**

SONIC TL HOLIDAYS

SONIC TL generally observes the following holidays; however, we reserve the right to amend this schedule at any time and without prior notice.

- **Memorial Day**
- **Independence Day**
- **Labor Day**
- **Thanksgiving Day**
- **Christmas Day**
- **New Year's Day**

SAME DAY SERVICES

- Priority Gold
- 4.0 hours
- End of Day

Overnight Services

SONIC TL Next Day

SONIC TL's most utilized service – All current areas are one-day service.

- Monday – Friday pickup in most areas.
- Packages up to 75 lbs.; up to 108 inches in length and 130 inches in length and girth.
- Other fees and charges may apply.
- For a complete listing of services and areas available, please go to www.SONIC TL.com.

Scheduled Services

- Interoffice Mail
- Specimen Pick ups
- Fleet Replacement

SERVICES

DELIVERY ATTEMPTS

SONIC TL will make reasonable efforts to deliver a package. Any delivery scheduled to be made on a non-business day or holiday will be rescheduled for delivery on the following business day. Any shipment to entities which use a centralized mailroom may be made to the central receiving area. An Adult Signature Required or Recipient Signature Required service should be requested for deliveries that cannot be directed to an address other than the one indicated on the order. An additional fee applies for Adult Signature Required or Recipient Signature Required service.

After two attempts, if we are unable to obtain a delivery signature for any package which requires one, it will be returned to our nearest facility, and a notice of attempted delivery will be left at the recipient's address. We will then attempt to notify the shipper and arrange for the return of the package. All charges associated with the attempted delivery and return to shipper, when applicable, will be billed to the account indicated on the order.

Packages containing alcoholic beverages will be kept in storage at SONIC TL offices for a period of five (5) consecutive days after two (2) delivery attempts. If, within the five (5) consecutive days, the recipient fails to report to the SONIC TL office and/or fails to show proof at the time of pickup, the package will be returned to shipper. All charges associated with the return of the package to the shipper will be billed to the account indicated on the order.

SONIC TL will attempt to deliver packages even when the recipient's address is incomplete or incorrect, including an incorrect zip code. A special handling fee will be charged for the additional service of locating the correct address. If we cannot determine the correct address and cannot reach the recipient, we will attempt to reach the sender to obtain an address correction or additional instructions.

In the event of an incomplete or incorrect address, SONIC TL's delivery service agreements shall not apply and no liability shall arise for failure to deliver the package in accordance with the schedules set forth in this Service Guide.

DELIVERIES TO RESIDENTIAL AREAS

A residential delivery is a delivery to a home or private residence, including locations where a business operates from the home or to an address designated as a residential address by the US Postal Service (USPS). SONIC TL does not generally obtain a signature for deliveries to residential areas. An additional fee applies to all deliveries made in residential areas.

Signature Required service is available with all services types for an additional fee. Signature Required services must be used in conjunction with SONIC TL's web-based shipping system or other SONIC TL-approved automated shipping systems.

SONIC TL may direct packages to an address or location other than the one indicated on the order. **Any residential package using any form of signature required service will not be delivered to an alternate address.** For clarity, delivery to a leasing office for a condominium or apartment complex shall not be considered an alternate delivery address.

An additional fee applies to shipments with Adult Signature Required or Recipient Signature

Required service.

OUT OF SERVICE AREA SHIPMENTS

SONIC TL provides time-definite and day-definite delivery service to points within our service area. If we are tendered a package for shipment outside our service area, we may, at our option, return the package to the sender or accept the shipment for consignment to another carrier.

If the package is tendered to another carrier for shipment, the shipper will be responsible for the cost of transportation by the other carrier (at that carrier's published retail rates) as well as any pertinent surcharges, plus a service fee payable to SONIC TL.

Our delivery of a package to another carrier for delivery outside our service area constitutes delivery of the shipment by SONIC TL. Claims or inquiries arising from service provided by another carrier should be directed to that carrier.

SHIPMENTS OF ALCOHOLIC BEVERAGES

Spirits, wine or beer may be accepted for transportation by SONIC TL on a contractual basis and only from shippers who are licensed and authorized under applicable laws to ship alcoholic beverages in SONIC TL's service area.

The shipment of alcoholic beverages requires the use of Adult Signature Required service for each package containing alcoholic beverages. Adult Signature Required services must be used in conjunction with SONIC TL's web-based shipping system or other SONIC TL-approved automated shipping systems. An additional fee for this service will be added to the cost of each package in a shipment. The service is not available for packages using manual or pre-printed orders.

It is the responsibility of the shipper to ensure that a package tendered to SONIC TL does not violate any federal, state, or local laws or regulations applicable to the package.

SERVICE FEES

SONIC TL base delivery rates do not include fees corresponding to additional services. SONIC TL service fees include, but are not limited to:

SONIC TL for Saturday delivery

A surcharge applies to packages with SONIC TL Saturday delivery service.

Residential Area Delivery

A per package residential delivery charge applies to shipments to a home or private residence, including locations where a business is operated from a home, or to any shipment in which the shipper has designated the delivery address as a residence or where there is a residential address designation through the USPS or through a third-party address validation service provider.

Extended Service Area

A per package delivery area surcharge applies to packages delivered to select USPS postal codes.

SONIC TL Over the Threshold (OTT) Delivery Service

SONIC TL's Over the Threshold service is a value-added service for medical and healthcare shippers. SONIC TL drivers alerted to an OTT type delivery, will be instructed via the scanner to wait a for recipients to get to the door due to the nature of the recipients age or health situation. After waiting, the driver will follow normal driver release procedures as-long-as package is not a signature or adult signature required service.

Delivery time: Shipments can be of any service type. Express shipment deliveries will follow delivery time commit service levels offered and ground shipments will be delivered by end of day normally prior to 8 pm or earlier.

- Available for delivery throughout SONIC TL's service territory.
- Monday – Friday pickup in most areas.
- Saturday pickup service is not available.
- Saturday delivery service carries an additional charge.
- Packages up to 75 lbs.; up to 108 inches in length and 130 inches in length and girth.
- Other fees and charges may apply.
- For a complete listing of services and areas available, please go to www.SONIC TL.com.
- This delivery must be carried “over the door entry threshold” at the main entrance of a dwelling (building, house or apartment). We will take one step in the doorway and set the package(s) just inside the doorway for the customer.
- There are no requirements to place packages in any other room of the residence other than the room initially entered through the door that was answered and opened by the

customer.

- SONIC TL will always get the customer consent prior to entering the doorway and be clear that this is an over the threshold delivery.
- There are no requirements and service providers should not open, unpack or stack merchandise for the customer.

Incorrect or Incomplete Address

If SONIC TL is unable to deliver a package as addressed by the shipper or if the package has an invalid, incorrect, or incomplete address, SONIC TL will make reasonable efforts, as determined by SONIC TL at its sole discretion, to secure the correct or complete address. If the correct or complete address is secured, SONIC TL will attempt delivery. SONIC TL will provide the shipper with the corrected address, and an incorrect address charge will be assessed.

FUEL SURCHARGE

We reserve the right to assess fuel and other surcharges on shipments without notice. We will determine the amount and duration of any such surcharges at our sole discretion. By tendering your shipment to SONIC TL, you agree to pay the surcharges as determined by SONIC TL. The fuel surcharge percentage will be subject to adjustment at SONIC TL sole discretion.

Overweight and/or Oversize Shipment

Packages over 70 lbs., over 108 inches in length or over 130 inches in girth are not accepted in the SONIC TL system. If SONIC TL accepts such shipments at its option, the package will be assessed an overweight/oversize charge.

DIMENSIONAL WEIGHT PRICING

SONIC TL may charge additional fees for transportation costs based on volumetric standards.

SONIC TL dimensional weight for Next Day shipments may apply to shipments that are greater than one (1) cubic foot (1,728 cubic inches). Dimensional weight is calculated by multiplying length times width times height of each package (in inches). If the total amount determined under this formula is greater than 1,728 inches or more, the total amount will be divided by 166 to get the dimensional weight.

SONIC TL maximum dimension limits specify that no package shall weigh more than 70 lbs., be no more than 108 inches long, and measure no more than 130 inches in length plus girth (two times the width plus two times the height).

Packages in excess of 70 lbs., 108 inches in length or 130 inches in girth will be assessed an additional oversize fee if accepted. SONIC TL reserves the right to reject such shipments at its sole discretion.

Additional Handling

An Additional Handling charge will be assessed for any package that requires special handling, as determined by SONIC TL in its sole discretion, including, but not limited to:

- Any article that is encased in an outside shipping container made of metal or wood.
- Any cylindrical-like item, such as a barrel, drum, pail or tire, that is not fully encased in a corrugated cardboard shipping container.
- Any package with the longest side exceeding 48 inches
- Any package with an actual weight of more than 70 pounds.
- If an Oversize or Unauthorized fee has been applied to a package, the Additional Handling fee will not be applied.

Declared Value

Packages with a declared value over \$100 will be assessed a Declared Value fee per \$100 of declared value, subject to a minimum declared value of three (3) times the per \$100 declared value charge. Shipments with a declared value of \$500 or more will automatically be designated as signature required and will be assessed a General Signature Required fee in addition to any Declared Value services and should be shipped using SONIC TL's website at [www.SONIC TL.com](http://www.SONICTL.com)

Incorrect/Incomplete Billing Information

If package level data necessary for billing, including but not limited to SONIC TL service type, SONIC TL order number, account number, weight, complete origin address including zip code, complete consignee address including zip code, credit card information as applicable is not available, SONIC TL may utilize historical shipper level or system level data at its sole discretion to reasonably approximate the missing data to process billing. By tendering the package to SONIC TL, you agree to pay the charges as determined by SONIC TL, using reasonable historical shipper or system level data at SONIC TL's sole discretion. This will approximate the missing package level data when the actual package level data is incomplete or missing. In the event missing package level detail is the result of shipper omission, error, or failure to transmit package data to SONIC TL, a Billing Correction fee may be applied to each package missing package level detail necessary for billing.

Billing Corrections

In the event a package cannot be billed due to missing package level data as a result of shipper error, omission, or failure to transmit package level detail to SONIC TL each day, a Billing Correction fee may be assessed for each package missing package level data necessary for billing. Such package level data necessary for billing includes service type, order number,

account number, weight, complete origin address including zip code, complete consignee address including zip code, credit card information as applicable and will apply to third party billing situations where the third party fails to pay the shipping charges.

Return Shipments

When returning a shipment to the shipper, SONIC TL, at its sole discretion, may prepare a new order and return the shipment to the shipper at the applicable rates. Return shipments are considered a new shipment.

Re-routing of Shipments

A shipping fee is billed to the account number specified on the SONIC TL order or shipping label for each re-routed package. Re-routes include delivering to a different address in the same city or changing a hold-at-location instruction to delivery driver.

General Signature Required

SONIC TL will obtain a signature before releasing the shipment. Packages with General Signature Required service may be directed to an alternate location other than the address on the package, such as a neighbor or as specified by the consignee.

Adult Signature Required

SONIC TL will obtain an adult (over 21 years of age) signature before releasing the shipment. Packages with Adult Signature Required service will not be directed to an alternate location in the event the delivery cannot be completed and will have up to two (2) delivery attempts before being returned to the shipper.

Security or Controlled Access

A Security or Controlled Access fee may be assessed if delivery is to a secure delivery location that involves security processes including, but not limited to, security screening, controlled gate access, package and/or personnel inspection, etc.

SONIC TL HIPAA Service

If selected by the shipper, SONIC TL will provide a driver who has completed training in maintaining HIPAA (Health Insurance Portability and Affordability Act) confidentiality. The charge for this service is applied at the account level for pickup service using a HIPAA confidentiality trained driver and on a per package basis for delivery using a HIPAA confidentiality trained driver.

Collect on Delivery (C.O.D.)

Preparation and listing of C.O.D. Packages

Shippers will generate, and apply to each C.O.D. Package, a system generated address label with the acronym C.O.D. and the amount to be collected for each individual Package. Shipper acknowledges and agrees that any package tendered to SONIC TL without a C.O.D. label or without transmitting the C.O.D. package shipment data to SONIC TL on the day of shipping will not be considered as a C.O.D. package and shall

be delivered as prepaid with no C.O.D. amounts to be collected by SONIC TL.

Responsibility for C.O.D. Shipments

Upon Delivery of each C.O.D. Package, SONIC TL will attempt to collect the amount shown on the C.O.D. system generated label attached to the Package and return to the Shipper the amount so collected or, if collection cannot be made, will return the Package to the Shipper per SONIC TL's normal return policies. SONIC TL will only deliver a C.O.D. Package when the total amount due on all packages is available. SONIC TL will not deliver partial COD shipments and will not accept partial payments for any C.O.D Package.

The Shipper must notify SONIC TL within 10 days from the date of shipment of a C.O.D. Shipment if the shipper has not received payment of the C.O.D. amount, or any claim relating thereto shall be deemed waived. If collection cannot be made within two Delivery attempts, or the Consignee refuses Delivery, SONIC TL will return the Package to the Shipper per SONIC TL's normal return policies.

Consignee's Checks in payment of C.O.D. Deliveries

SONIC TL will not verify the payee on the check. All checks tendered in payment of C.O.D.s will be accepted by SONIC TL based solely upon the Shipper assuming all risk relating thereto, including, but not limited to, risk of non-payment, insufficient funds, and forgery, and SONIC TL shall not be liable upon any such instrument. All checks will be transmitted to the Shipper.

C.O.D. Remittance Verification

If a Shipper notifies SONIC TL, within a timely manner, that the Shipper has not received payment of the C.O.D. amount, and SONIC TL's records show that it collected a C.O.D., SONIC TL may, in its sole and unlimited discretion, provide the Shipper with a digital image of the check or money order, to assist the Shipper in locating the missing C.O.D. payment.

Restrictions

C.O.D.s are accepted for amounts up to \$2,500 per Package. Entry of a C.O.D. amount is not a declaration of value for carriage. Payment of the C.O.D. charge does not constitute payment of the declared value charge and any Declared Value service desired by the Shipper must be selected at time of shipment for which there is a separate Declared Value services charge and any Declared Value shall be subject to SONIC TL's then current Service Guide Terms and Conditions of Service as it pertains to Declared Value service.

Charges for C.O.D. Collections

An additional charge will be assessed for each C.O.D. Package tendered to SONIC TL per SONIC TL's then current Service Guide Terms and Conditions of Service.

C.O.D. Remittance

Subject to the following provisions of this Section, SONIC TL shall remit C.O.D. collections to

the Shipper after the date of collection provided the Shipper is not past due on its accounts receivable with SONIC TL. In the event the Shipper is past due on its accounts receivable with SONIC TL, SONIC TL may utilize any C.O.D. remittance amounts collected towards the settlement of such past due amounts, up to the full amount past due, at SONIC TL's sole discretion.

PICKUPS

Pickup services are available in most areas for a small fee and may include additional charges associated with the volume of the shipment and the location of the pickup. Any person requesting pickup services must provide, at the time of the request, an active SONIC TL account number or credit card number. Repeated pickup requests without packages being ready may result in the interruption of pickup service privileges.

SONIC TL provides pickup and delivery service 24/7/365 for same day shipments and Monday through Friday for next day service.

All requests for pickup and questions regarding SONIC TL operations should be referred to www.SONICTL.com or by calling customer service at **1-800-627-6642**.

On-Call Pickup

You can have your shipment picked up from your home or office by scheduling your On-Call Pickup by calling our customer service at 1-800-627-6642

Customer Service Representative Assisted On-Call Pickup

If preferred, you may call Sonic TL to schedule an On-Call pickup by calling our Customer Service at 800-627-6642 and we would be happy to assist. A per package charge applies when you request an On-Call Pickup at a specific location

On-Call Pickup fees are assessed per package based on the service level chosen.

For accounts that have regular scheduled pickup service, this fee will only be assessed if an On-Call Pickup is requested in addition to the regular scheduled pickup(s).

Regular Scheduled Pickup

SONIC TL may provide regular scheduled pickup service and the charge for this service will be associated to the account with the regular scheduled pickup. To provide maximum customer flexibility, the charge is broken down per day for each scheduled regular pickup during the week and will be assessed even when no packages are picked up on the scheduled day.

PAYMENT FOR SERVICES

CREDIT ACCOUNTS

You may pay for your shipment by credit card (Visa, Mastercard, American Express, or Discover) or you may charge the shipment to a valid SONIC TL customer account. There is a 3.0% convenience fee to utilize credit cards

SONIC TL customer accounts are available to businesses only. Requests for customer numbers are subject to a credit investigation and verification. These numbers are non-transferable, and any misuse can result in a termination of shipping and/or credit privileges.

If no credit card number or valid SONIC TL customer number appears on the order, we will either return the package to the shipper or deliver it to the recipient, at our option. A handling fee in addition to the shipping charge will be billed to the shipper if the package is delivered.

Electronically captured data will be used for billing purposes in the event a billing copy of the order is not available at the time of billing.

Any supplies, materials, rights, or privileges acquired by holding a SONIC TL account must be used in conjunction with SONIC TL shipping services.

The holder of a SONIC TL account is responsible for all charges to the account, including those incurred by unauthorized users. The protection or unauthorized release of an account number is the sole responsibility of the account holder.

CREDIT TERMS

The credit cycle begins on the invoice date, and payment is due in full within **15 days** from the invoice date. If you are unable to keep your account current, you will be placed on a “prepaid only” status, which may limit your ability to receive service.

Accounts which are not kept current are subject to an “interruption of service” status, which may cause your shipment to be detained or delayed in transit. To reinstate service, you must contact SONIC TL to make payment or payment arrangements. SONIC TL may choose not to restore credit privileges, even after all past due charges have been paid. If a situation requires that a suit be filed to collect the unpaid charges, you agree to be liable for all reasonable costs, which include, but are not limited to, attorney fees, collection agency fees, interest, and court costs. SONIC TL does not provide consumer credit privileges.

No refunds, adjustments, credits, or claims will be paid if your SONIC TL account, or any account opened in conjunction with your account, is more than 60 days past due. Requests for invoice adjustments due to an overcharge dispute must be submitted within 60 days of the original invoice date or within 60 days of the ship date if the package was billed to a credit card or paid in cash.

Billing adjustments may be submitted electronically to accounting@sonictl.com.

LIABILITIES

LIABILITIES NOT ASSUMED

Any failure by us to enforce or apply a term, condition, or provision of the SONIC TL Service Guide does not constitute a waiver of that term, condition, or provision and does not otherwise impair our right to enforce such term, condition, or provision.

SONIC TL accepts no liability and will make no refund or credit adjustment for any loss, damage, delay, misinformation, or failure to provide information, miss-delivery, or non-delivery due to the following factors:

- Disruptions in air or ground transportation networks due to events beyond our control, including, but not limited to, weather conditions or phenomena, strikes, natural disasters, perils of the air, public enemies, terrorism, public or governmental authorities acting with actual or implied authority of law, local disputes, civil disruptions, or acts or dangers of war.
- Shipper's violation of any of the SONIC TL Terms and Conditions listed in this SONIC TL Service Guide, orders, or any current SONIC TL official forms or publications.
- The nature of the shipment, including any defects
- Verbal or written pickup, delivery, or billing instructions provided by the shipper or recipient or persons claiming to represent the shipper or recipient of the package
- Claims of loss or damage to packages with unbroken seals at time of delivery
- Inability to provide a copy of the delivery records
- Failure to honor orientation stickers or markings on package ("up" and/or "down" arrows, "fragile" stickers or writings, etc.)
- The use of an inaccurate, incomplete, or invalid account number or credit card number
- The use of an account by an unauthorized agent
- Lack of notification for delay, loss, or damage of your shipment or inaccuracy of such notice
- Shipments containing a prohibited item
- Claims for shipments released without a signature under services and conditions for which SONIC TL does not require a delivery signature
- Perishables
- Insufficiently or inappropriately packed shipments

Claims for shipments of used electronics are limited to \$100.

Upon the occurrence of any of these events, SONIC TL pledges to serve our customers by making reasonable alternative delivery plans as rapidly as possible under the circumstances

SONIC TL reserves the right to open and inspect any package tendered for shipment. Failure to do so in no way waives our right to inspect such packages.

SONIC TL reserves the right to refuse to handle a shipment when, in our opinion, that shipment poses a threat of damage or injury to other packages, personnel, equipment, or when the shipment is prohibited by law or by conditions in this Service Guide.

SONIC TL reserves the right to hold or return any shipment at our sole discretion and without liability.

The performance of any services does not make SONIC TL an agent of the shipper or any third party for any purpose.

DECLARED VALUE

SONIC TL does not provide insurance coverage of any kind.

SONIC TL maximum liability for any loss, damage, delay, miss-delivery, non-delivery, misinformation, or failure to provide information is limited to the declared value of \$100, unless a greater and verifiable amount is declared on the manual order or submitted electronically for the package at the time of tender and an additional fee paid for such value. If the declared value is more than \$100, but less than \$301, the declared value for the shipment will be billed at the \$300 minimum rate.

For shipments with a declared value of \$300 or more, the use of General Signature Required service is mandatory at the then applicable rate.

The responsibility of proving actual damages, as well as additional risk or exposure for more than the shipment's declared value as a single unit or order, falls solely on the shipper. SONIC TL will not assume liability for amounts in excess of the declared value indicated and paid for by the shipper.

Except as outlined below, the maximum declared value for any SONIC TL package is \$10,000. A limit of \$800 of declared value will be imposed on packages containing items of "extraordinary value," including, but not limited to, the following: artwork, jewelry, furs, precious metals, film, photographic images, negatives, chromes or slides, antiques, collector's items, glassware, pharmaceuticals, prescribed medication. Items such as, but not limited to, gift cards and/or certificates, traveler's checks, money orders, prepaid calling cards, lottery tickets, airline tickets, and any other commodity considered by SONIC TL to be of uncertain hazard or risk will be limited to only the value of replacing, stop pay, or reissue of such items. Under no circumstances will SONIC TL assume liability for the face value or negotiable value of such items. A limit of \$100 of declared value will be imposed on shipments of used electronics.

Declared Value service should not be used, and SONIC TL will not assume liability pursuant to "Liabilities Not Assumed" items as listed on pages 14 - 16 of this SONIC TL Service Guide nor prohibited items as listed on pages 16 - 20 of this Service Guide, except when prior approval, in writing, has been given by SONIC TL.

Regardless of the declared value of a package, SONIC TL's liability for loss or damage or failure to provide information will not exceed the original cost, repair cost of the shipment's contents, its replacement cost, or its depreciated value, whichever is less.

Even when a higher value has been declared, SONIC TL is not liable for any amount over the actual value of the contents of the shipment or any special or consequential damages, including, but not limited to, loss of income or profits, whether such damages were foreseeable.

LIABILITIES (CONTINUED)

SONIC TL explicitly will not assume liability for consequential, incidental, special, or other damages, because of damage, non-delivery, loss, late delivery, or other disruption, even when SONIC TL may be at fault.

DANGEROUS GOODS

SONIC TL does not handle shipments of dangerous goods or hazardous materials.

For questions about these materials, you may call our customer service department at 1-800-627-6642 prior to scheduling a pickup request.

PHARMACEUTICALS

It is the sole responsibility of the shipper for complying with all applicable local, state, and federal laws, regulations, ordinances, and rules governing the shipment of pharmaceuticals.

Packages containing pharmaceuticals should not exhibit markings, labels, or any written notice declaring the contents as pharmaceuticals.

It is the shipper's sole responsibility to properly package and secure any shipment requiring temperature control. The shipment should be able to maintain the required temperature for a minimum of 72 hours to ensure viability in the Sonic TL system. Any damage/loss due to the shipment not maintaining the required temperature is the sole liability of the shipper.

SHIPMENTS OF ALCOHOLIC BEVERAGES

- Packages containing alcoholic beverages (spirits, wine or beer) are accepted for transportation only on a contractual basis and only from shippers who are licensed and authorized under applicable laws to ship alcoholic beverages in SONIC TL's service area.
- The shipper agrees to the provisions set forth in the approved SONIC TL agreement for the transportation of wine or beer, as applicable, and must have a signed contract on file with SONIC TL.
- The shipment of alcoholic beverages requires the use of Adult Signature Required service, requesting an adult signature for each package containing alcoholic beverages. Signature required services must be used in conjunction with SONIC TL's web-based shipping system or other SONIC TL-approved automated shipping systems. An additional fee for this service will be added to the cost of each package

in a shipment. The service is not available for packages using manual or pre-printed orders.

- It is the responsibility of the shipper to ensure that a package tendered to SONIC TL does not violate any federal, state, or local laws or regulations applicable to the package.
- SONIC TL reserves the right to dispose of any alcoholic beverages tendered for shipment which shippers are prohibited from shipping, which SONIC TL is not authorized to accept, which SONIC TL states that it will not accept, or which SONIC TL has a right to refuse.
- The shipper agrees to indemnify, defend, and hold harmless SONIC TL, its parent corporation and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a governmental agency or any other person or entity arising from or relating to the transportation of a package containing alcoholic beverages or from the shipper's noncompliance with SONIC TL's requirements for the shipment of alcoholic beverages or governmental laws or regulations applicable to the transportation of alcoholic beverages. Under no circumstances shall SONIC TL be liable for special, incidental, or consequential damages arising from the transportation of a shipment of alcoholic beverages.
- SONIC TL reserves the right to discontinue service to any shipper for, among other reasons, tendering a package containing alcoholic beverages that does not comply with all applicable laws or the SONIC TL Service Guide/Terms and Conditions of Service relating to the shipment.

PROHIBITED ITEMS FOR SHIPMENT

SONIC TL does not accept certain specific commodities for transportation, including, but not limited to, the following:

- Fireworks
- Controlled substances (RX)
- Money, cash, currency, paper money, negotiable instruments which represent cash-like bonds, cash letters, and endorsed stocks
- Live animals to include birds, fish, insects, and reptiles; Human corpses, human organs or body parts, cremated or disinterred human remains except as permitted below, subject to prior approval
- Animal carcasses (This restriction does not apply to properly packaged meat, poultry, or fish products intended for human consumption). Parts intended for taxidermy may be accepted if properly packed.
- Hazardous materials or dangerous goods for which SONIC TL is prohibited from accepting
- Infectious or suspected infectious materials

- Shipments that may require special license for transportation or that may cause damage or harm to personnel, equipment, or other shipments
- Any item whose transportation is prohibited by law, statute, or regulation, for any reason, in a state where it is intended to be transported
- Any item which requires SONIC TL to obtain a local, state, or federal license for its transportation
- Wet, leaking, or odorous packages

LIABILITIES (CONTINUED)

- Dry ice may be accepted in quantities under five (5) lbs. per package for SONIC TL Same Day Services when used as refrigerant only and in conjunction with non-hazardous materials shipments. It is the sole responsibility of the shipper for complying with all applicable local, state, and federal laws, regulations, ordinances, and rules governing any shipment containing dry ice.

ITEMS SUBJECT TO SHIPMENT/PRIOR APPROVAL

- Firearms and/or ammunition. (Shipper is responsible for compliance to local, state, and federal laws). SONIC TL accepts packages containing firearms (as defined by Title 18, Chapter 44, and Title 26, Chapter 53 of the United States Code) only (a) between licensed importers, licensed manufacturers, licensed dealers, and licensed collectors (as defined in Title 18, Chapter 44 of the United States Code), and government agencies; and (b) where not otherwise prohibited by federal, state, or local law from
 - (i) an individual to a licensed importer, licensed manufacturer, licensed dealer, or licensed collector; and (ii) from a licensed importer, licensed manufacturer, licensed dealer, or licensed collector to an individual. The shipper shall comply with and shall ensure that each shipment containing firearms complies with all federal, state, and local laws applicable to the shipper, recipient, and package. The packaging must not be marked, labeled, or otherwise identify as containing a firearm. Drop Box and On-Call Pickup services are prohibited on shipments containing firearms. Shipments are permitted between:
 1. Licensee to licensee
 2. Licensee to consumer (Must use Adult Signature Required service)
 3. Consumer to licensee
- Alcoholic beverages via contract services
- Biological substances, Category B, and Exempt Human or Animal Specimens (Shipper is solely responsible for compliance to local, state, and federal laws and regulations)
- Perishables including, but not limited to, plants, meat, poultry, fish, etc. Live animals may be accepted on a unique and specific customer-by-customer basis with approval

of SONIC TL. The following shall apply in all instances:

1. Shipments must be business-to-business unless otherwise approved by SONIC TL.
2. Shipper must package shipments to allow for the safe transportation of perishables and/or live animals and to prevent damage to other packages.
3. It is the responsibility of shipper to adequately package shipments for all temperature extremes and handling conditions.
4. Shipper acknowledges that SONIC TL cannot assume liability for loss of any perishable and/or live animal shipments, including loss or death of animals tendered to SONIC TL, and agrees that shipping such items is at their own risk and not to file any claim due to a perishable nature of a shipment.
5. Approval to tender live animals must be via written agreement between shipper and SONIC TL and signed by a duly authorized person.

PACKAGING REQUIREMENTS

It is the shipper's responsibility to pack all packages for safe transportation given customary care in handling. The provision of supplies for a shipment by SONIC TL or the assistance of a driver in packaging the item does not remove the shipper's responsibility for adequate and sufficient packaging in accordance with the nature of the item being shipped or create liability on the part of SONIC TL for damages of any kind.

The recipient's address should include name, street address, street zip code, and phone number, marked durably and legibly. If a package leaks or is damaged due to inadequate packaging it will be returned to shipper (if possible) at shipper's expense.

All shipments must be made in packaging which clearly displays the SONIC TL order. Shippers are responsible for accurately completing the order and for adequately packaging shipments. Attention to these items will allow for superior service, while any errors may result in a billing adjustment.

SONIC TL does not provide packing services. SONIC TL, at its option, may re-pack packages in need of additional packaging materials or add temperature control agents to preserve package contents. If such service is provided, a special handling fee will be added to the shipping cost.

Computer & Electronics

Laptop, desktop, notebook, mini-computers, computer components, electronic equipment of all types, electronic testing, and all electronic diagnostic and measuring instruments must be packaged in the original manufacturer's packaging to file a claim for damage. Original manufacturer's packaging is subject to review by SONIC TL based on current industry standards of similar items or shipments.

LIABILITIES (CONTINUED)

Markings

There will be no special handling of shipments marked "Fragile," "Refrigeration Required," or orientation markings to include, but not limited to: "This End Up" or "Up" arrows. We assume no liability for extremely fragile items to include: fluorescent tubes, X-ray tubes, light bulbs, flat panel display screens of all types and models, neon lighting and neon signs, and scale models including, but not limited to, architectural models.

Non-Infectious Liquids

Urine, blood, and other non-infectious liquid diagnostic specimens and all other liquids will only be accepted in a three-layered, leak-proof transport system. This system should consist of an airtight primary receptacle placed inside of a secondary, watertight receptacle along with absorbent packing material sufficient to absorb contents of the primary receptacle, and then placed into a final sturdy, watertight outer container. A sturdy outer container must be constructed of rigid plastic, fiberboard, wood, or corrugated cardboard designed for such purposes. Shipment of infectious or suspected infectious materials is prohibited.

Perishable Items

Perishable items may be accepted for transport if properly packed in a three-layered, leak-proof transport system. This system should consist of an airtight primary receptacle placed inside of a secondary, watertight receptacle along with absorbent packing material sufficient to absorb contents of the primary receptacle, and then placed into a final sturdy, watertight outer container. Refrigerant material, in compliance with SONIC TL acceptance policy, should be used to protect the contents of the package. In all cases, SONIC TL will accept for transport, and the shipper solely assumes all risk and liability when shipping perishable items with SONIC TL and agrees not to file or otherwise submit any claim to SONIC TL for any loss or damage due to a shipment or package's perishable nature.

CLAIMS PROCESS

FREIGHT AND SERVICE CLAIMS

1. All claims of damage must be made in writing within 15 days after the delivery of the shipment.
2. Claims involving late delivery, non-delivery, or miss-delivery must be received in writing within 15 days of the delivery.
3. Our Customer Service staff is available to answer questions regarding your claim. Verbal notice of the claim does not waive the requirement of written notice outlined in paragraph two (2) above.
4. Written documentation of all claims must be provided to us within 30 days after we receive original written notification, as described in paragraphs one (1) and two (2). This documentation may include original purchase invoices, estimate for repair, appraisals, expense statements, order copies, etc. All documentation must be verifiable to SONIC TL's satisfaction.
5. Original shipping materials, including boxes and packing materials, must be made available for our inspection and must be retained until the claim process is complete.
6. Except as stated below, receipt of the shipment by the recipient without written notice of damage on our delivery manifest is prima facie evidence that the shipment was delivered in good condition. As a condition to our considering any claim, the recipient must make the original shipping cartons, packing, and package contents available to us for inspection.

In the event of concealed damage discovered at a time later than the actual delivery, either the recipient or the shipper should notify us in writing promptly after discovering the damage and no later than 15 days after we have made the delivery. The recipient will need to make the original shipping carton and packing materials available to us for inspection.