

# Out of Town Shippers Agreement

## TERMS & CONDITIONS of shipping with Mailboxes of Iowa City

The following are our terms and conditions, in accordance with industry standards prescribed by the Associated Mail & Parcel Centers.

1. It is illegal to ship firearms, hazardous materials, controlled substances, tobacco products, alcoholic beverages and other items prohibited by the carriers or governmental bodies, and none shall be included in any shipment carried to this store. It is the customer's responsibility to declare any such items before attempting shipment. Any such items discovered will be confiscated and shipping will not be refunded. Any fines assessed by the carriers for such substances discovered will be the responsibility of the customer.
2. Any item received for packing and/or shipping may be opened by this store or the carrier at any time for inspection to insure conformance with shipping requirements.
3. This store does not physically transport and deliver the customer's shipments, but all shipments are carried to the carrier that the customer chooses. The customer is required to adhere to and abide by all regulations, stipulations and policies dictated by the carrier. The carrier may deliver the shipment without a signature unless the customer requests a delivery signature at the time of shipping and pays any applicable charge for such service. This store and the carrier are not liable for loss or damage occurring after delivery. This store's rate structure is independent of the rate structures of FedEx, Spee-Dee, UPS, DHL and the United States Postal Service.
4. Unless another value is declared, in writing, in advance of shipment, each parcel shall be deemed to have a maximum value of \$100 if carried by FedEx, Spee-Dee or UPS. FedEx and Spee-Dee offer no declared value coverage for loss to a residential delivery unless a signature is requested. (additional charge) The US Postal Service offers a declared value coverage of \$50.00 on domestic Priority mail and \$100.00 on domestic Express mail. All other postal services have no declared value coverage without an additional charge. All carriers have certain limitations to their coverage. International shipments have limited or no declared value coverage depending on the carrier. Please ask in advance of shipment.
5. The customer accepts full responsibility for damage to any article packed by the customer, and which is not in accordance with either this store's or the carrier's specifications. The customer is responsible for determining these specifications before packaging.
6. The customer warrants that the address on the shipping receipt and label are complete and accurate. If the carrier is required to correct the address or deliver to another address, the customer agrees to pay reasonable fees associated with this additional service. The customer agrees to hold the store harmless for packages that are lost or delivered incorrectly because of an inaccurate address.
7. Should any questions arise concerning any shipment, the customer is responsible for furnishing adequate information to permit this store and the carrier to investigate. Such information shall include, but not be limited to, the consignee's name and address, date of shipment, contents, value, package ID number, etc.
8. In the event of damage, this store will be unable to properly process a claim if any of the following steps are not taken by either the customer or the consignee: (a) Notification of obvious damage on the carrier's delivery document (b) Retention of all cartons and packing materials by consignee (c) Notification to this store of damage within 48 hours of shipment delivery (d) Cooperation with this store's instructions for processing the claim including taking and sending digital photos of damage if requested.
9. In the event of non-delivery, the customer must make a claim within 30 days of the shipment date for FedEx, Spee-Dee and UPS shipments and within 60 days for United States Postal Service shipments. FedEx & Spee-Dee do not offer declared value coverage on items left at the door of residential addresses without a signature. (additional charge)
10. In the event of loss or damage of any article, this store's liability shall be limited to the lesser of (a) the actual cash value of the article or (b) the amount necessary to repair or replace the article or (c) the amount declared by the customer at the time of the shipment.
11. In order to establish actual cash value in the event of damage or loss, the customer is responsible for furnishing this store with an original invoice, receipt or appraisal which is not more than one year old. The amount declared by the customer at the time of shipment is not an acceptable proof of value.

12. In no event shall this store be liable for any consequential, incidental or special damages which may arise from loss, damage, non-delivery, or delayed delivery. This limitation shall apply to, but not be limited to, damages for loss of profit or income.

13. The customer agrees that once a claim for loss or damage has been paid, the customer waives any and all rights to file further claims on that particular shipment and understands that the carrier's decision is final.

14. In the case of items shipped via the United States Postal Service, the customer is fully responsible for requesting tracing or making claims directly with the Post Office.

15. The inclusion of a "tracking number" on your receipt for United States Postal Service products is not considered a true method of tracking for a shipment. For real tracking, please upgrade to a FedEx, Spee-Dee, DHL or UPS shipment. Some United States Postal Service products do not have delivery confirmation or tracking. Tracking or delivery confirmation does not constitute that the recipient would have to sign for your package unless you pay additional fees for signature service. Most packages to residential addresses are simply left at the door and marked as delivered. Mailboxes of Iowa City has no control over whether the driver will leave the package at the recipient's door or will post a delivery notice. This may require the recipient to pick up their package from the local post office or shipping depot.

16. Returned packages from the carriers due to non-delivery or customer error will be donated or disposed of after 30 days if not picked up by the customer. Customer is also responsible for any charges by the carrier for return shipping. Items or packages picked up by Mailboxes of Iowa City will only be held for up to 30 days without prior arrangement. If a customer has not agreed to shipping and charges, the items or packages will be donated or disposed of after 30 days.

17. International shipping with Mailboxes of Iowa City has additional terms and conditions:

a. By shipping this package through Mailboxes of Iowa City, Customer (hereafter referred to as "you") hereby appoints us as your shipping agent solely to consolidate your shipment with an international carrier. Mailboxes of Iowa City will do everything reasonably possible to act on your behalf to settle any disputes that may arise with the carrier or customs. However, Mailboxes of Iowa City will not be liable for any failure on the carrier's part. Mailboxes of Iowa City's liability ends when the package is accepted by the carrier.

b. Regarding customs clearance: By shipping this package through Mailboxes of Iowa City, you hereby appoint the stated carrier as your agent for performance of customs clearance and certify the carrier as the consignee for the purpose of designating a customs broker to perform customs clearance. You are responsible for and warrant your compliance with all applicable laws, rules, and regulations, including but not limited to customs laws, import and export laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete and attach such documents as necessary to comply with such laws, rules and regulations. Mailboxes of Iowa City and carrier assume no liability to your or any other person for any loss or expense due to your failure to comply with this provision.

c. You are also responsible for all charges, including transportation charges, and all duties, customs assessments, governmental penalties and fines, taxes, and Mailboxes of Iowa City or carriers attorney fees and legal costs, related to shipment. This includes, but is not limited to, duties refused by the consignee. Duties are imposed on all packages once they clear customs. Refusal to pay duties by the consignee does not negate duties. Even if package is returned to the shipper, duties will still be assessed by customs. In addition, if package is returned to Mailboxes of Iowa City for any reason, including but not limited to failure to pass through customs, you are responsible to pay any return shipping charges which may be imposed by the carrier. You guarantee that you will reimburse Mailboxes of Iowa City for any such fees and charges that the carrier may charge to our account.

d. Letter of instruction: If you do not complete all the documents required for carriage or if the documents you submit are not appropriate for the services or destination requested, you hereby instruct Mailboxes of Iowa City and the carrier, where permitted by law, to complete, correct or replace the documents for you at your expense. However, we are not obligated to do so, nor are we liable to you or any other person for our actions on your behalf under this provision.

18. This store reserves the right to add, revise, or subtract from these terms and condition, without advanced notice.

19. Any customer, upon request, may obtain a copy of these terms and conditions.

Shipper's Statement & Liability Release for Prepaid Shipments being dropped off at Mailboxes of Iowa City

You certify that you are not shipping any items that the carrier you are using has deemed to be potentially Hazardous, Illegal, Prohibited, Dangerous or Restricted (HIPDR). You warrant that the packages and/or parcels that you have

tendered for shipment are free of such goods, or any other goods which may be considered as HIPDR, or are packed appropriately for shipping as defined and required by the Common Carrier assigned the shipment.

You fully, without reservation or condition, agree to absolve and hold harmless and indemnify Mailboxes of Iowa City from all injuries and/or damages resulting in any way from the handling, storage and transportation of this shipment. You further agree to reimburse Mailboxes of Iowa City for any and all costs, fees or expenses in defense of any claim or judgments that may arise as a result of criminal or civil prosecution related to this shipment.

### **Out of Town Shippers Terms and Conditions**

1. There is a \$35 pick-up fee as well as charges for any shipping and packaging charges incurred.
2. At your request, Mailboxes of Iowa City can provide you with an estimate of the shipping and packaging charges. However, Mailboxes of Iowa City cannot be held responsible for discrepancies in the shipping and packaging charges once we have received the item(s).
3. Mailboxes of Iowa City will only ship item(s) using our shipping account number. Mailboxes of Iowa City will not ship item(s) using another shipper's account number.
4. Once Mailboxes of Iowa City has picked up item(s), Mailboxes of Iowa City may not be able to return the item(s) to the seller, depending on the seller's conditions. If the seller will take back the items, the \$35 pick-up fee still applies, as well a \$5 per package per day storage fee and a \$35 return fee if Mailboxes of Iowa City has to bring the items back to the seller, for a total minimum charge of \$75 to return the item(s) to the seller (\$35 pick-up fee, \$35 return fee, \$5 storage fee for 1 package held 1 day).
5. Mailboxes of Iowa City reserves the right to dispose of any item(s) after 7 days of receipt if the charges for pick up, shipping and packaging have not been paid.

**I authorize Mailboxes of Iowa City to pick up my item(s) on my behalf and ship them on their shipping account. I agree to the terms and conditions of Mailboxes of Iowa City, as well as the terms and conditions of the carrier. I authorize Mailboxes of Iowa City to charge my credit card for payment of the \$35 pick-up fee as well as any shipping and packaging charges incurred.**

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Credit Card Information**

Credit Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_