



Terms and Conditions

Services provided by Point to Point Transportation ("P2P") are subject to the following terms:

Ordering Services from P2P. When the Customer contacts P2P to order services, P2P will provide the Customer with a written scope of service ("SOS") detailing the services the Customer has requested and the estimated charges for performing those services. In order to take advantage of the estimated charges, the customer shall approve the SOS within the following timeline guidelines. The estimated charges will be honored within the following timeline: If the load date is in 30 days, the estimate extends to 15 days prior to the load date. If the load date is in 20 days, the estimate extends to 10 days prior to the load date. If the load date is in 5 days, the estimate extends to 24 hours prior to the load date. P2P will not be bound by any alterations made by Customer to the SOS unless the proposed alterations are expressly agreed to by P2P. If the Customer fails to approve the SOS to P2P as required, P2P will have no obligation to perform the services specified therein.

Estimated vs. Invoiced Charges. The charges contained in an SOS are an estimate only and are subject to change due to factors beyond the control of P2P (including, but not limited to, a difference between the estimated weight and/or dimensions provided by the Customer and the actual weight and or dimensions of items to be shipped; transit delays that require the use of alternate shipping methods; shipping destinations that require special delivery accommodations, etc.). By approving an SOS, the Customer acknowledges that the charges therein are estimates, and the Customer commits to pay the charges contained in any related invoice issued to it by P2P. P2P will use its best efforts to notify the Customer of any significant increase in charges impacting a delivery.

Packaging. The Customer is solely responsible for proper packaging of all shipments as outlined in the P2P Packing Recommendation document. P2P will not be liable for any loss or damage resulting from the Customer's failure to properly pack a shipment so as to ensure safe transportation with standard care in handling.

Payment. All amounts owed by the Customer must be paid in full to P2P directly according to the terms and conditions of this Agreement of Net30 and any invoices issued by P2P to the Customer. If any of Customer's checks are returned by the bank, P2P will assess a non-sufficient funds charge of \$30.00.

Shipment Valuation. Unless the Customer specifically requests and pays for additional coverage before a shipment has been loaded, P2P will value the shipment by applying the standard P2P valuation rates in effect as of the date of the SOS.

Limitation of liability. P2P is not liable for special, incidental or consequential damages, including, but not limited to, lost profits, income, interest or loss of future business. P2P is not liable for any damages or loss caused by delivery delays, acts of God, force majeure acts, or by the act or omission of any person or entity other than P2P.

Claims. The Customer may make one claim per shipment, the settlement of which will be the full and final settlement for all loss or damage in connection therewith. Claims must be submitted to P2P in writing within thirty (30) days of the delivery of Customer's shipment; claims for failure to make delivery must be submitted to P2P in writing within thirty (30) days of the expected delivery date. Any claims not made within the period specified herein shall be deemed waived. All invoice(s) related to Customer's claim must be paid in full before P2P will process the claim.

Agreement Terms. P2P reserves the right to change or amend any of these terms and conditions at any time, and any changes will be binding on the Customer ten (10) days after P2P sends notice of any change to the Customer at the address provided above. P2P shall have the right to terminate the Customer's credit privileges at any time, without prior notice to the Customer except as otherwise provided by law.

No Warranties. The services provided by P2P to the customer are provided "as is" and P2P specifically disclaims all other representations or warranties, express, statutory, or implied including, but not limited to any implied warranty of merchantability, fitness for a particular purpose, arising from course of performance or dealing or usage of trade, or non-infringement.

Attorneys' Fees. In the event it becomes necessary for P2P to retain an attorney to collect any outstanding balance on the Customer's account, P2P is entitled to all costs, attorneys' fees, and expenses incurred in any action where it is the substantially prevailing party, as well as all costs, attorneys' fees, and expenses incurred in any post-judgment collection. The terms of this agreement shall be governed by Washington law. The Customer agrees to submit to personal jurisdiction in Washington in any action arising out of this Agreement and consents to venue in the state and federal courts located in King County, Washington.