



**General Logistics Systems US, Inc.,**  
**Tariff/Terms and Conditions of**  
**Service**  
**Parcel**

Effective as of October 1, 2022

**1. Introduction.**

A. The following contains the general terms and conditions of contract under which General Logistics Systems US, Inc. (“**GLS**” or “**Us**” or “**We**” or “**Our**”), agrees to perform transportation or freight forwarding services (“**Services**”) with respect to parcels and packages (“**Packages**”) requested to be transported or forwarded by its customers (“**Shippers**” or “**You**” or “**Your**”). GLS may accept or reject any individual request for Services in its sole discretion.

B. The General Logistics Systems US, Inc., Tariff/Terms and Conditions of Service (“**Terms**”) are effective on the date set forth above and are subject to change without prior notice. The Terms are published electronically on the GLS website at [www.gls-us.com](http://www.gls-us.com) (“**Website**”). All Services performed by GLS are expressly subject to the Terms. In tendering a Package for service, the Shipper agrees that the version of the Terms and the applicable GLS Rate Card in effect at the time of shipping will apply to the Package and its transportation. The Terms supersede all other documentation concerning the Services. If there is a conflict between the Terms and any other documentation concerning the Services, including, but not limited to, a shipping label or other transit documentation, the Terms, as amended, modified, changed, or supplemented, will control.

C. If any provision of the Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired and the Terms shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**2. Account Numbers.**

A. Account numbers are issued by GLS and are not transferrable. Account numbers are issued and used solely as the discretion of GLS. GLS may discontinue the use of accounts, in whole or in part, and terminate all or particular accounts and account numbers at any time, for any reason, as its sole discretion. Improper, illegal, or any other misuse of Your GLS account may also, at the sole discretion of GLS, result in loss of discounts or termination of the account. Improper, illegal, or any other misuse includes, but is not limited to, ordering supplies for any purpose other than shipping with GLS, unauthorized consolidation of shipments owned by different parties, or violations of the Terms. If Your account has been compromised or stolen, the account may be closed, and You may be issued a new account. However, You will be responsible for all valid charges on the closed account. Any supplies, materials, rights, or privileges that You acquire by holding a GLS account number may not be used for any purpose other than shipping with GLS, and GLS may seek damages against You for improper, illegal, or other misuse of Your account. If Your account is terminated, We reserve the right, at our sole discretion, to deny Your application for new or additional GLS account numbers at any time in the future.

B. All requests for account numbers are subject to credit investigation and verification. If Your GLS account is billed directly to a credit card, You agree to the following terms: (1) You authorize GLS to initiate variable charges to the credit card to settle charges payable to GLS; (2) You authorize GLS to charge Your card for any unpaid amounts on Your account; (3) You authorize the card issuer to pay any amounts associated with Your account without requiring a signed



receipt; (4) You agree to keep Your card information current; (5) You agree that GLS shall have no liability for any insufficient funds or other charges incurred from attempts to charge and/or place holds on Your card; and (6) Your agreement to these Terms is to be accepted as authorization to the card issuer to pay all amounts associated with Your account.

C. You authorize GLS to assess a credit card fee processing fee of 3.5% when a payment to GLS is made via a credit card.

D. The party to whom a GLS account number is issued is liable for all charges to the account, including those resulting from unauthorized use. The account holder is responsible for the safekeeping of the account number. The account number should be released only to those authorized to ship on the account.

E. You must use Your GLS account number to obtain any discount applicable to Your account. Use of Your account number constitutes Your agreement that all Packages shipped by GLS shall be subject to these Terms, as modified, amended, or supplemented.

### **3. Address Correction.**

A. If a Package has been tendered with incorrect or incomplete address information, GLS may, but is not required to, update the information as necessary to complete the delivery and/or notify the Shipper of the correct address for future shipments. A fee will be incurred for each Package requiring address correction. The effective fee is available on the Website and is subject to change at any time in the sole and unlimited discretion of GLS.

B. An incorrect address is an address that in any way differs from the full and complete address of the recipient. This may include, but is not limited to, any of the following:

- Incomplete or incorrect street number.
- Incomplete, incorrect, or misspelled street name.
- Incorrect or omitted destination city.
- Businesses or residences that have closed or moved.
- Packages addressed to United States Postal Service P.O. Boxes.
- Omission of, incorrect, or incomplete ZIP Code. \*

\*GLS uses applicable ZIP Codes as the primary information source for sorting Packages. Incorrect ZIP Code information may cause a Package to be mis-sorted and delay delivery. Shippers are requested to pay special attention to ZIP Code information to avoid shipment delays.

### **4. Adult Beverage Shipments.**

Packages containing alcoholic beverages (wine, beer, or spirits) are accepted for transportation only as a contractual Service and only from Shippers who are licensed and authorized under applicable laws to ship alcoholic beverages. To receive Services for Packages containing alcoholic beverages, the Shipper must enter into an approved GLS agreement for the transportation of alcoholic beverages. For all Packages containing alcoholic beverages, the Shipper must use Adult Signature Required service requesting an adult signature and affix a GLS Special Delivery Instructions Label to each Package. It is the responsibility of the Shipper to ensure that a Package tendered to GLS does not violate any federal, state, or local laws or regulations applicable to the Package.



## 5. Billing.

GLS generally invoices Shippers on a weekly basis but may also invoice Shippers at different intervals. Failure by GLS to invoice as set forth above shall not constitute a waiver of GLS's right to payment. Shipper shall be responsible for payments for all Services rendered by GLS to Shipper pursuant to these Terms. For Your convenience, You may choose the type of invoice You would like to receive:

- A. Web Invoicing. An email will be sent to You so that You can access Your PDF invoice when You log in to Your account via the Customer Portal.
- B. E-Billing. With this format, a spreadsheet or text invoice file will be sent via email to You.
- C. Consolidated E-Billing. For multiple accounts, this option provides a spreadsheet with a summary of all requested accounts sent via email to You.
- D. Secure File Transfer (FTP). You may choose to have invoices sent to You through email or via Secure File Transfer.
- E. Paper. With this option, an original paper invoice will be mailed to the authorized billing contact on Your account, however, selection of this paper option will incur a fee.

## 6. Choice of Law.

The interpretation and the enforceability of the Terms shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law provisions.

## 7. C.O.D. Service.

A. GLS will collect the C.O.D. Payment for the shipment from the recipient of the shipment at the time of delivery of such shipment. The request for C.O.D. together with the C.O.D. Payment amount must be specifically listed in the appropriate field on the shipping documents. Shippers should refer to the accessorial charges for current published pricing for C.O.D. service, which accessorial charge for C.O.D. service will be billed by GLS to Shipper. GLS will only accept money orders and cashier's, company, or personal checks ("**C.O.D. Payment**") from the shipment recipient for C.O.D. service. GLS will send the C.O.D. Payment actually collected by GLS pursuant to the C.O.D. service to Shipper within ten (10) business days of delivery of the shipment.

B. Collect on Delivery ("**C.O.D.**") service is separate and apart from the Services provided by GLS. GLS's sole liability in connection with or related to C.O.D. service failure shall be to refund to Shipper the C.O.D. accessorial service fee. C.O.D. service failure includes, but is not limited to, GLS's failure to: (a) collect the C.O.D. Payment; (b) collect the C.O.D. Payment in the requested amount; (c) send the C.O.D. Payment to Shipper; and/or (d) timely send the C.O.D. Payment to Shipper. GLS's liability in connection with or related to C.O.D. service shall not, under any circumstances, be greater than the amount of the C.O.D. accessorial service fee. Without limiting the generality of the foregoing, GLS shall have no liability whatsoever for non-payment, fraud, forgery, inaccuracy, or any other problem related to the C.O.D. Payment collected as a part of the C.O.D. service.



C. C.O.D. service does not imply a declared value. Shippers must follow the instructions in the Terms, on the Website, and the shipment documents pertaining to declared value in order to declare a higher value for the shipment.

#### **8. Credit Terms.**

A. GLS does not provide individual consumer credit privileges.

B. As a condition of extending credit privileges, GLS reserves the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit, or provide a bank letter of credit.

C. When credit privileges are extended, GLS reserves the right to establish and enforce a credit limit on Your account. At Our sole discretion, We may review and amend the credit limit on Your account.

D. The invoice date begins the credit term cycle, and payment is due within 15 days from the invoice date. A late payment fee may be assessed if Your payment is not received by GLS by the invoice due date. Failure to keep Your GLS account current may result in Your account being placed on cash-only status, impair Your ability to use Our Services, delay Your shipments, and may result in the loss of any applicable discounts.

E. The Shipper, and any other party who is liable for payment, is responsible for reasonable costs incurred by GLS in obtaining or attempting to obtain payment for Services rendered by Us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest, and court costs.

F. Credit privileges will not be restored until You have paid all past-due balances in full and all costs, including but not limited to late fees and expenses incurred by GLS in collecting or attempting to collect such balances. GLS may decline to restore credit privileges even if all costs, all fees, and expenses are paid.

G. At Our sole discretion, We may apply payments made on Your account to any unpaid invoice issued on Your account.

#### **9. Data Privacy.**

GLS will comply with all applicable data privacy laws, regulations, and rules in relation to the processing of personal data. GLS may, at its sole discretion, process personal data in the performance of the Services and for those business purposes set forth in the GLS Privacy Policy on the Website. In relation to any personal data provided by You concerning Yourself, Your employees, or agents, a recipient, or any third party in connection with a shipment or otherwise, You represent that You have complied with applicable data privacy laws, including obtaining the necessary legal basis for the provision of such data to GLS and the processing by GLS of this data as described in the Terms and set forth in the GLS Privacy Policy on the Website and providing the relevant individual with all information in connection with the collection, transfer, and processing of such data. GLS will not be liable for costs, claims, damages, and expenses suffered or incurred in connection with the Shipper's failure to comply with the Data Privacy Section in the Terms. You agree to indemnify GLS in respect of all costs, claims, damages, and expenses suffered or incurred in connection with Your failure to comply with this Section.



## **10. Days of Service.**

GLS provides pickup service Monday through Friday. GLS provides delivery services Monday through Friday, and on Saturday as requested. Saturday delivery fees will vary based on the applicable zip code. GLS does not provide pickup or delivery services on Sunday. GLS does not provide pickup or delivery services on the following holidays: (i) New Year's Day; (ii) Memorial Day; (iii) Independence Day; (iv) Labor Day; (v) Thanksgiving Day; and (vi) Christmas Day. The pickup and delivery schedules for days surrounding holidays may change depending on the day of the week on which the holidays are observed in any year. Packages scheduled for delivery on a holiday will be delivered on the next business day following the holiday according to the service standard chosen.

## **11. Delivery Signature Options.**

GLS offers a variety of signature options for You to choose from. While all shipments are defaulted to "Standard Signature," You may select Your preferred signature option at the time of shipping:

- Standard Signature (Default – No Fee)
  - Business Locations: Drivers will be instructed to obtain a signature where reasonably possible at business locations, and there is no need to select "Signature Required" for Your business deliveries.
  - Residential Locations: For residential deliveries, when a signature is not available or a driver could not obtain a signature following reasonable attempt, Packages will be left at the recipient location if it is determined by the driver to be safe and dry.
  - Multi-Tenant Residential Locations: Deliveries at multi-tenant residential locations will be left at the recipient door if a signature is not available. If direct access to the recipient location or door is unavailable, the driver will deliver the Package to the management or leasing office (if available), or at another similar appropriate location.
- Signature Required (Additional Fee)
  - If this option is selected, a driver will be instructed to not leave the Package at a business or a residence without a signature. There is an additional fee associated with this option.
- Adult Signature Required (Additional Fee)
  - Recipient who is signing for the package at a business or a residence must be at least twenty-one (21) years old. Shippers are required to select "Adult Signature Required" for Packages containing alcoholic beverages or Tobacco Products. If this option is selected, a driver will be instructed to not leave the Package without a signature and verification that the signatory is at least twenty-one (21) years old. There is an additional fee associated with this option.
- Signature Not Required (No Fee)
  - If the Shipper selects this option, the Package may be left at a business or residence without a signature, if one is not available. There is no fee for selecting this option.

## **12. Dimensional Weight.**

Transportation rates may be assessed based on dimensional weight ("DIM"), which is a volumetric standard. DIM may be applied when such weight is greater than the actual Package weight. The formula used for calculating DIM of a Package is  $(\text{length} \times \text{width} \times \text{height}) / 166$ . DIM pricing only applies when a Package is 5,184 cubic inches



or greater. DIM determined by GLS is conclusive with respect to the actual dimensional weight of the Package.

**13. Dispute Resolution.**

The Shipper and GLS agree that, before initiating any litigation concerning the Terms or their respective obligations hereunder, they will attempt in good faith to resolve their dispute through mediation or another mutually-acceptable alternative dispute resolution procedure. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY ANY OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TERMS, THE COURSE OF CONDUCT OR THE RELATIONSHIP OF THE PARTIES HEREUNDER. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ACCEPT THE TERMS.

**14. Fuel and Other Surcharges.**

GLS reserves the right to assess fuel and other surcharges on shipments without notice. The duration and amount of any surcharge will be determined at GLS's sole discretion. By tendering Your shipment to GLS, You agree to pay the surcharges, as determined by GLS. The fuel surcharge rate, if applicable, is available on the Website.

**15. Indemnification.**

Shipper agrees to be liable for, defend, indemnify and hold harmless GLS, its successors, assigns, officers, directors, contractors, agents, and employees against any and all direct or indirect damages, claims, losses, liabilities, deficiencies, costs and other expenses (including, without limitation, reasonable attorneys' fees) incurred by GLS, which arise out of or are related to: (a) negligence or willful misconduct of Shipper; (b) a breach of the Terms by Shipper; (c) the failure of Shipper or any Package as tendered for delivery to comply with applicable laws, rules, ordinances or regulations; or (d) if Shipper is not the owner of any Package, any claims by the owner of any Package.

**16. Invoice Claims and Errors.**

Shipper shall deliver to GLS a written notice disputing any invoice items no later than fifteen (15) days after the date of each invoice. Such written notice shall identify with specificity the disputed items on each GLS invoice and reasonable basis for such dispute supported by documentary evidence, such as date stamped picture. Failure by Shipper to timely deliver such written notice to GLS shall be deemed to be Shipper's acceptance of a GLS invoice in its entirety and shall be further deemed a waiver of Shipper's right to dispute any items on such invoice. Shipper shall pay each GLS invoice in full and without deduction or offset, except that Shipper may withhold payment of the amounts disputed by Shipper in accordance with this section. The parties will work in good faith to resolve any disputed invoices in a timely manner and any undisputed amounts will be remitted by Shipper to GLS in accordance with the payment terms contained in these Terms while the parties work together on resolution of any disputed amounts.

**17. Label and Data Compliance.**

Shipper is responsible for any and all activity associated to or with its account number. Shipper agrees to review and comply with packaging, labeling and other requirements set forth in the Terms. In order to ensure proper tracking and security of Packages, a GLS compliant bar-coded tracking label is required for each Package. When shipping more than one item, all items must be placed in one box with one label, or, in the alternative, each item must be separately packaged and shipped under a separate label. Shipper acknowledges and agrees that the provision of any GLS-provided packaging or labeling is not a representation or warranty by GLS that the packaging or labeling complies with applicable laws, rules, and/or regulations for



Shipper's shipments. Shipper agrees to transmit shipment data for Packages to GLS prior to such Packages arriving at a GLS facility. If the shipping data is not transmitted before such Packages arrive at a GLS facility, then such Packages are subject to being held until such shipping data for such Packages is received by GLS. If shipment data is not sent within twenty-four (24) hours after GLS picks up the Packages, such Packages will be returned to Shipper, at Shipper's cost. Any shipment data requiring manual entry may incur an additional fee. Notwithstanding the foregoing, GLS may elect, in its sole and absolute discretion, not to manually enter shipment data based on the label of the package.

#### **18. Limitation of Liability.**

A. GLS's sole liability for its failure to perform the Services shall be to credit the Shipper for any fee for the Service(s) affected by such failure or violation. **Further, without limiting the generality of the foregoing, GLS's liability in connection with loss or damage to any Package is limited to such loss or damage during GLS's performance of the Services and is further limited to the lesser of (i) the full value of the Package contents, (ii) Shipper's actual damages or (iii) \$100.00.** In no event will GLS have any liability with respect to loss, destruction or damage to a Package or a Package's contents unless there has been a direct physical loss or damage to the Package or the Package's contents. For avoidance of doubt, for the purposes of this section, one GLS label shall refer to one Package, regardless of how many items were consolidated by Shipper under one GLS label.

B. Shipper may, at its option, increase GLS's limitation of liability by declaring additional value up to \$10,000 for a specific Package and paying additional fees related thereto. If Shipper desires to purchase a higher declared value in excess of \$10,000 ("HDV"), then Shipper must request GLS's prior written approval of such HDV prior to shipping. If Shipper does not obtain express written approval from GLS of HDV prior to shipment, then such HDV, even if purchased, will not be binding on GLS and any claim for loss or damage of such Package shall be governed by Section 18(A). If Shipper declares a higher additional value up to \$10,000 or HDV pursuant to this Section 18(B) for a Package and pays the additional charge, then GLS's liability in connection with loss or damage to such Package is limited to loss or damage during GLS's performance of the Services and is further limited to the lesser of (i) Shipper's declared value, (ii) Shipper's actual damages, or (iii) the full value of the Package contents. The effective Declared Value Fee is available on GLS website. Notwithstanding anything to the contrary contained in the Terms, GLS reserves the right to change the rates, surcharges, fees, and accessorial fees at any time. Notwithstanding the provisions of this Section 18(B), no declared additional value, whether up to \$10,000 or HDV, is permitted with respect to Packages containing any prohibited, hazardous, special care, or restricted items, including, but not limited to, perishables and alcoholic beverages, even if GLS provides approval for its transport, and any such declared additional value shall not be binding on GLS and any claim for loss or damage to such Package shall be governed by Section 18(C).

C. Notwithstanding anything to the contrary contained in the Terms, including Section 18(A), GLS will not be liable for delay, loss, or damage to a Package of any prohibited, hazardous, special care, or restricted items, even if GLS provides approval for its transport. For a non-exhaustive list of prohibited, hazardous, special care, and restricted items, please reference Section 27 of these Terms.

D. Notwithstanding anything to the contrary contained in the Terms, GLS shall not be liable for any claims, damages, or liabilities relating to Shipper's (or any of Shipper's representatives' or employees' or anyone else acting on behalf of Shipper) acts or omissions, including but not limited to improper packaging, securing, marking, data transmission, or addressing, or for the acts or omissions of the recipient or anyone else with interest in the package. Also, GLS shall not be liable for any claims, damages, or liabilities relating to Shipper's or the Shipper's consignee's violation of the Terms.





E. Notwithstanding anything to the contrary contained in the Terms, GLS shall be excused from liability for any losses, damages or the failure or delay in performance of the Services by reason of any event beyond GLS's reasonable control, including, but not limited to, Acts of God, perils of the air, weather conditions, acts of public enemies, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, pandemic, epidemic, quarantining, any strike or labor disturbance, civil commotion, or acts of omission of public authorities with actual or apparent authority, or any other event similar to those enumerated above.

F. Notwithstanding anything to the contrary contained in the Terms, GLS will not be liable for any damage, whether incidental, direct, special or consequential, in excess of the liabilities expressly set forth in this Section 18, whether or not GLS had knowledge or should have had knowledge that such damage might be incurred, including but not limited to loss of income or profit.

G. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE TERMS, NEITHER GLS, NOR ANY OF ITS REPRESENTATIVES, PARENT COMPANIES, SUBSIDIARIES, OR AFFILIATES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE TERMS OR THE SERVICES, REGARDLESS OF (A) WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT GLS WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE DAMAGES, OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

H. The sole liability of GLS, and the sole recovery of any claimant, including with respect to any loss, damage, destruction or delay of or to any Package shall be as set forth in the Terms. If a Shipper is not the owner of a Package, Shipper warrants and represents that it is authorized to bind the owner of such Package to the provisions of the Terms relating to, without limitation, Packages, the contents of the Packages, limitation of liabilities, and compliance with applicable laws.

I. GLS does not assume the liability of a motor carrier under the Carmack Amendment as currently codified at 49 U.S.C. § 14706 for loss, delay, damage to, or destruction of any and all cargo, shipments, freight, goods, or property tendered to GLS pursuant to the Terms.

#### **19. Limitations on Legal Actions.**

No action, regardless of form, arising from the transportation of any Package pursuant to these Terms may be brought against GLS more than six (6) months after the Shipper discovered, or should have discovered, the basis for the cause of action has accrued, and in no event more than six (6) months from the date of delivery of the Package or from the date on which the Package should have been delivered.

#### **20. Non-Waiver.**

Any failure by GLS to enforce or apply a term, condition, or provision of the Terms does not constitute a waiver of that term, condition, or provision, and does not impair GLS's rights to enforce such term, condition, or provision.

#### **21. Packing and Supplies.**

A. It is the responsibility of the Shipper to ensure that proper packaging is used and that Package





contents are adequately and securely packed, wrapped, and cushioned for transportation. Envelopes and boxes must be completely sealed, and packaging must be appropriate relative to the contents of the Package to ensure that no damage will occur during ordinary handling or a fall from a four (4) feet distance. GLS reserves the right to refuse shipment of any Package deemed to be unfit for transport. The following packaging guidelines and procedures are recommended to ensure timely and safe delivery of a Package:

- Use a ship-ready envelope or corrugated cardboard box—either new or in excellent condition.
- Remove any labels and/or markings from previous shipments (if applicable).
- Secure the contents and interior of the box with adequate packing materials.
- Always use strong tape designed for shipping.
- Never wrap packaging with Kraft paper or use string or other elements that can be caught or torn while in transit.
- Use a GLS complaint label (required).

B. Acceptance of tender by GLS is not an indication that a Package is packed in accordance with GLS's published standards. The use of GLS-provided packaging is not a guarantee that an item is sufficiently packed for transportation.

## **22. Payment Terms.**

A. Shipper shall pay all invoices no later than fifteen (15) days following the date of each such invoice. GLS reserves the right to impose late fees in accordance with GLS's customary rules and procedures on any invoice that is outstanding for fifteen (15) days or longer from the date of such invoice. GLS reserves the right, at its sole discretion, to apply any amounts that may be due from GLS to You on account of claims, errors or otherwise, to any invoice that is outstanding for thirty (30) days or more from the date of such invoice. In addition, GLS reserves the right to discontinue performance of the Services if any invoice is outstanding thirty (30) days or longer from the date of such invoice.

B. GLS offers the following payment options:

- Express Pay. Pay Your bill online via credit card.
- ACH/EFT Payment. Pay invoices directly from Your bank account. To use this option, please send an email to [billing@glus-us.com](mailto:billing@glus-us.com)
- Automatic Recurring Credit Card Payment. This option is available to Shippers whose recurring invoices do not exceed \$1,250. When You authorize GLS to maintain a credit card on file, Your invoice amounts will be charged to this card at the end of each billing cycle. Major credit cards accepted include American Express, Visa, Mastercard, and Discover. You are expected to keep GLS informed of changes to Your credit cards, including new cards and updated expiration dates.

C. All credit card payments are subject to a credit card processing fee of 3.5%.

## **23. Pickup Services – Drop Box Service.**

GLS offers Drop Box Service for Shippers to receive the benefit of daily pricing and flexibility of dropping off



Packages at their convenience. GLS Drop Boxes are conveniently located throughout most of the GLS service area. Drop Boxes are picked up once per day. You can determine the location of the nearest Drop Box by using the Drop Box Locator available on the Website or by calling the GLS Customer Service Center. Drop Box Shippers may request an office pickup for packages too large to fit into the Drop Box. To find out the dimensions of the Drop Box openings, please inquire to [sales@glus-us.com](mailto:sales@glus-us.com).

#### **24. Pickup Services – On-Call Service.**

GLS offers On-Call Pickup Service for Shippers who do not require Daily Pickup Service and/or maintain unpredictable pickup times. In such a case, Shippers can opt for On-Call Pickup Service and request a Package pickup from Your office or residence on an as-needed basis. On-Call customers may schedule pickups online or by contacting the GLS Customer Service Center. On-Call Pickup Service requires a minimum two-hour window for pickup in most areas. The effective On-Call Pickup Fee is available on GLS Website. Pickups may be scheduled up to seven business days in advance. There is no charge for cancellations made prior to the day of the pickup. Cancellations made on the day of the pickup are subject to the normal pickup fee. To schedule an On-Call Pickup, please log into the GLS customer portal, or call GLS Customer Service.

#### **25. Pickup Services – Other Options.**

GLS offers the option of Remote Pickups, Third-Party Pickups, and Second Pickups.

A. Remote Pickups. If You would like a Package to be picked up off-site to be returned to Your location, contact the GLS Customer Service Center to provide the pickup address and time requirement. The Package must be affixed with a GLS tracking label and accurate address to ensure delivery. Shipping label requirements may be emailed to the pickup location via the GLS Customer Portal.

B. Third-Party Pickups. Third Party Pickups are requests to have a Package picked up from a remote location and delivered to a third address. Third-Party Pickups are prepared and handled in the same manner as a Remote Pickup.

C. Second Pickups. If You need an additional pickup after the driver collects Your Package or need a one-time change to Your scheduled pickup time, You may schedule an On-Call Pickup.

D. To schedule Remote, Third-Party, or Second Pickups, please contact GLS Customer Service. The effective fees for Remote, Third-Party, and Second Pickups are available on GLS Website.

#### **26. Pickup Services – Scheduled.**

GLS offers Daily Scheduled Pickup Service. When Daily Scheduled Service is selected, GLS will assign Your pickup location to a regularly scheduled route, and a driver will come by every day during the one-hour window You choose for Your daily pickup. Daily Scheduled Pickup Service is available at no cost to Shippers spending at least the required minimum amount per billing cycle, as specified on GLS Website. If Your total invoice is less than at least the required minimum amount per billing cycle, as specified on GLS Website, a Daily Pickup Fee will be charged. The effective Daily Pickup Fee is available on GLS Website.



## 27. Prohibited/Restricted Items.

A. Shipper is prohibited from shipping the following prohibited items with GLS include, which include, but are not limited to:

- Stocks, bonds, cash, or cash equivalents;
- Lottery tickets and gambling devices where prohibited by federal, state, or local law;
- Collector's items such as sports cards, souvenirs, and memorabilia;
- Fine jewelry;
- Fine art;
- Antiques;
- Artwork;
- Sheet glass or glass doors or screen doors;
- Furniture except boxes disassembled;
- Pipe: metal or plastic, rod iron, and metal posts;
- Corpses, cremated or disinterred remains;
- Illegal substances;
- Marijuana/Cannabis, including marijuana/cannabis intended for medicinal use, oils, edibles, and vapor products. Any product that contains THC or Cannabinoids (CBD) even in trace amounts, is considered illegal under federal law;
- Counterfeit or pirated goods or material;
- Pornographic and/or obscene material which is prohibited by law;
- Dangerous and hazardous goods, including explosives;
- Live animals that are prohibited from being shipped and are not accepted for transportation, include, but are not limited to:
  - Any poisonous, venomous, or threatening animal;
  - Any threatened or endangered species;
  - Arachnids (all): Examples: mites, scorpions, spiders, ticks;
  - Birds (all);
  - Crocodiles (all): Examples: alligators, caimans, gavials;
  - Mammals (all);
  - Obnoxious Insects (all): Examples: flies, locusts, mosquitoes, roaches, termites, weevils;
  - Snakes (all): venomous and non-venomous.
- Any tobacco or vapor products or accessories of any type, with or without nicotine and flavored or non-flavored, including, without limitation, vapor products approved by the United States Food and Drug Administration.

B. Shipper is prohibited from shipping the following restricted items with GLS except in those instances where Shipper receives prior written approval from GLS prior to shipment:

- Perishable items such as flowers, plants, food products, and items requiring temperature-controlled environment and/or special handling, including frozen/refrigerated goods.
- The exclusive list of live animals that are accepted for transportation, unless poisonous, venomous, and/or a Threatened or Endangered Species are:
  - Amphibians (all): Examples: frogs, salamanders, toads;

- Crustaceans (all): Examples: crabs, crawfish, lobsters, shrimp;
- Fish (all);
- Insects (Limited to beneficial insects only): Examples: bees, butterflies, crickets, ladybugs;
- Mollusks (all): Examples: clams, mussels, snails;
- Reptiles (Limited to the following):
  - Lizards: Examples: chameleons, geckos, iguanas, monitors, flying dragons;
  - Turtles: Examples: freshwater turtles (except snapping turtles), land tortoises, sea turtles;
- Worms (all).

C. Approved perishable items must be packaged appropriately for transit by Shipper prior to tendering to GLS. Any Package requiring temperature or other environmental control for the purposes of food quality is specifically prohibited unless packaged by Shipper to ensure that the food shipment remains within the appropriate temperature range at all times during transit. Shipper acknowledges that GLS does not provide or offer temperature-controlled service, refrigerated trailers, temperature-controlled equipment, or other specialized equipment. In no event will Shipper tender to GLS any Package requiring controlled temperature transportation or any other specialized handling. GLS is not liable for any loss or damage to a Package of any perishable items due to Service delays, even if GLS provides approval for its transport.

ED Shipper agrees to indemnify GLS for any and all costs, fees and expenses GLS incurs as a result of Shipper's violation of any federal, state, or local laws or regulations or from tendering any prohibited, hazardous, special care, or restricted item for shipment.

## **28. Proof of Delivery.**

The consignee signature combined with the time of delivery constitutes Proof of Delivery ("P.O.D."). The P.O.D. indicates that a shipment was received in good condition at the appropriate destination. P.O.D. information is automatically uploaded to GLS through handheld scanning devices within minutes of delivery. P.O.D. information is then available through GLS tracking, on GLS Website through customer portal or by contacting the Customer Service Center. Copies of digitally captured signatures are available through GLS tracking, on GLS Website through customer portal or by contacting the Customer Service Center. Copies of digitally captured signatures may be obtained by contacting the Customer Service Center.

## **29. Rates.**

A. The rates applicable to Services performed by GLS for Shipper are determined on the basis of shipment and Package characteristics, including Package weight and size and origin to destination distance and are subject to change. Except as otherwise stated in the Terms, all charges, fees, or surcharges, shall be those set forth in the GLS Rates in effect at the time of shipping. To determine the amount of any rates, surcharges, fees, or accessorial fees for the Services, please consult the GLS Rates in effect at the time of shipping. The effective GLS Rates are available on GLS Website. Notwithstanding anything to the contrary contained in the Terms, GLS reserves the right to change the rates, surcharges, fees, and accessorial fees at any time.

B. Shippers are responsible for providing accurate and complete Package information, including Service selected, number, weight, and dimensions of Packages. If any aspect of the Package information is incomplete or incorrect as determined by GLS in its sole and unlimited discretion, GLS may adjust the applicable rate and charges at any time.



C. If multiple Packages are tendered for transportation, at the same time or at different times, using the same shipping label or a shipping label altered without GLS's express authorization, each of which is prohibited, GLS reserves the right to refuse Service or apply applicable rates and charges to each such Package in its sole and unlimited discretion.

### **30. Refusal of Service.**

A. GLS reserves the right to refuse to provide Services for any reason, including, without limitation, for any Package which by reason of the dangerous or other character of its contents may, in the sole judgment of GLS, soil, taint or otherwise damage other Packages or which is improperly or insecurely packed or wrapped as determined by GLS in its sole judgment. There will be no service credit, or any other liability whatsoever, imposed on GLS if GLS refuses to provide Services for any reason.

B. Before accepting any Package, GLS reserves the right to require sufficient verification, as determined by GLS its is sole and unlimited discretion, of the Shipper's name and address, or any other information necessary to accept the Package for Service. GLS reserves the right to refuse to provide Service for any Package or to or from any location, or to provide alternative arrangements, or to intercept, hold, or return any Package when, among other reasons, GLS, in its sole and unlimited discretion, determines that it is unsafe or economically or operationally impracticable, to provide Service, that its Services are being used in violation of federal, state, or local law, or for fraudulent purposes, or when the account of the person or entity responsible for payment is not in good standing.

### **31. Sanctions Programs.**

The sending of goods or parcels which are banned under all applicable sanctions laws is prohibited. For example, because of the type of contents, the intended recipient, or the country to or from which they are to be sent may be prohibited by sanction law. Sanctions laws include all laws, regulations, and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals, or entities, including, without limitation, those imposed by the Office of Foreign Assets Control.

### **32. Service Areas.**

Service areas are subject to change without notice. For current Service area information, please consult the GLS Website or contact the GLS Customer Service Center.

**33. Service Time In Transit:** GLS offers Ground Service and Priority Service delivery services. For current information regarding GLS Service offerings, please consult the GLS Website or contact the GLS Customer Service Center.

### **34. Service Credit/Claims.**

A. Service Charge Credit: Packages shipped with Ground Service are not subject to any claims or credits for late delivery of a Package. A Package shipped with Priority Service is subject to a service credit for a late delivery of a Package, and such service credit is in the amount of the difference between (i) service charge for the Priority Service for such Package, and (ii) service charge for the Ground Service for such package. Shipper must contact GLS within two (2) business days of the delivery of the Package shipped with the Priority Service and must provide a valid account number,



tracking number, and proof of delivery if available. Shipper shall be deemed to have waived any and all right to claim a credit of Service charge if Shipper does not timely contact GLS, make a request for a service credit, and provide GLS all the required information to process such request. Service credit will not be issued for Service failure or delay due to incorrect addresses, refused, unavailable or undeliverable Packages, inability to obtain or unavailability of a signature for Service levels that require a signature, or Packages not otherwise meeting the Terms and conditions of shipping with GLS. Service credit will not be issued if a Service failure occurred due to forces beyond GLS's control, including, but not limited to, the force majeure events beyond control of GLS or if a claim was not timely made by Shipper. In addition, no service credit will be issued on any Packages containing alcoholic beverages or any other product or service level requiring age verification, in the event of a service failure or late delivery because GLS was unable to verify that the applicable consignee has attained the age of twenty-one (21) before completing the delivery of any such Package.

B. Service credit described in this section is the sole and exclusive remedy to Shipper for a late delivery of a Package shipped with GLS with the Priority Service. Accounts that are on a credit hold by GLS's accounting department are not eligible to receive a credit until such credit hold is resolved. Except as provided in this paragraph, GLS does not provide any credits for Service failure or late delivery.

C. Claims: Shipper's sole remedy for lost or damaged Packages shall be to file a claim with GLS. GLS's liability for any and all claims shall be subject to GLS limits of liability set forth in the Terms. The Shipper must file a claim via the Website and within ninety (90) days of the scheduled shipment date. Each claim must be filed in accordance with the instructions set forth on the Website and shall include the requisite documentation and right of inspection by GLS, all as listed on the Website. GLS reserves the right to deny any claim for lost or damaged Packages if Shipper fails to provide the requisite documentation necessary for GLS to investigate such claim within thirty (30) days of request for such documentation by GLS. Shipper shall be deemed to have waived any and all right to claims for damaged or lost Packages if Shipper does not timely file a claim or timely provide requisite documentation necessary for GLS to investigate such claim, in each case, in compliance with this Section.

### **35. Shipper's Compliance with Applicable Laws.**

A. Shipper shall comply with all applicable laws, rules, and regulations governing Shipper's operations and the Packages, including, but not limited to, requirements regarding documentation, licensing, labeling, packaging, quantity restrictions, payment of taxes or fees, and consignee regulatory compliance. Shipper shall not tender to GLS any Package that does not comply with all applicable laws, rules, and regulations. Shipper shall be solely responsible for identifying, interpreting and complying with all applicable laws, rules, or regulations relating to or affecting the Packages.

B. Shipper shall be solely responsible for compliance with any and all ordinances, laws, rules, and regulations relating to the contents of the Packages, regardless of whether GLS knew or should have known the contents of the Packages. Such ordinances, laws, rules, and regulations shall include, without limitation and to the extent applicable, local, provincial, state and federal laws, regulations, ordinances and rules, including, but not limited to, the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.), the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U.S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.), all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations, and any and all others similar laws, rules, or regulations. GLS shall be deemed to have satisfied its obligations under the Terms if GLS used reasonable efforts to transport a Package to a consignee in accordance with Shipper's written instructions, if any, received and agreed to by GLS prior to receiving a Package and otherwise in accordance with GLS policies and procedures. Nothing in the Terms shall impose any obligation or responsibility on GLS to inspect any Packages



or the contents of any Packages or make any assessments with respect to any Packages or the content of any Packages, including, without limitation, with respect to compliance of such Packages or the content of such Packages with any applicable laws, rules, or regulations. The provisions of this Section 35(B) shall in no way increase GLS's liability or GLS's responsibilities otherwise set forth in the Terms. Notwithstanding anything to the contrary contained in the Terms, Shipper shall be solely responsible for, and shall defend, indemnify, and hold GLS harmless from and against any and all losses, claims, damages, and liabilities relating to, directly or indirectly, the contents of any Package, suitability for use of the contents of any Package or any other aspect of the contents of any Package.

### **36. Tobacco and Vaping Products.**

A. Packages containing any tobacco or vapor products or accessories of any type, with or without nicotine and flavored or non-flavored (such products referred to as "**Tobacco Products**") are prohibited from shipment with GLS. GLS may consider shipment of Tobacco Products only as a contractual Service and only from Shippers who are licensed and authorized under applicable laws to ship Tobacco Products. To receive Services for Packages containing Tobacco Products, the Shipper must first contact GLS to seek approval for shipment of Tobacco Products. If approval is granted, Shipper must enter into an approved GLS agreement for the transportation of Tobacco Products. For all Packages containing Tobacco Products, the Shipper must use Adult Signature Required service requesting an adult signature and affix all legally required labels and/or stamps to each Package. It is the responsibility of the Shipper to ensure that a Package tendered to GLS does not violate any federal, state, or local laws or regulations applicable to the Package.

B. GLS does not provide service to any person or entity listed in the Bureau of Alcohol, Tobacco, Firearms, and Explosives Prevent All Cigarette Trafficking Act – Non-Compliant List.

C. GLS reserves the right to refuse to accept, transport, or deliver any Tobacco Product shipment that GLS, in its sole and unlimited discretion, determines does not comply with GLS requirements for the shipment or any applicable law or regulation, and to discontinue any or all Service to any shipper for, among other reasons, tendering such a shipment.

**37. Use of GLS Accounts.** GLS account holders are prohibited from permitting the use of their GLS accounts by any third party to process or tender a Package to GLS without prior written approval from GLS. GLS account holders are also prohibited from using their GLS accounts to process or tender a Package to GLS on behalf of any third party without prior written approval from GLS.

**38. Use of GLS-Provided Materials and Services.** GLS-provided materials, including, but not limited to, packaging materials and supplies, envelopes, labels, label printers, shipping documents, publications, and products are provided solely for the use of GLS Shippers to obtain GLS Services on their behalf and to interact with GLS. Any other such use of GLS-provided materials is strictly prohibited.

**39. Changes.** Notwithstanding anything to the contrary contained in the Terms, GLS reserves the right to change rates, surcharges, fees, and accessorial fees at any time, without prior notice to Shipper, which changes shall become binding upon Shippers within ten (10) days from publication on GLS Website. Further, GLS reserves the right to change any provisions of the Terms at any time, without prior notice to Shipper, which changes shall become binding upon Shippers within ten (10) days from publication of the updated Terms on GLS Website.

**40. Warranties.** WE MAKE NO WARRANTIES EXPRESS OR IMPLIED. If You have questions or concerns regarding GLS Services, please contact the GLS Customer Service Center.





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