

# 2010 SERVICE GUIDE

## Terms and Conditions of Carriage



*We Live Here. We Deliver Here.*

# TABLE OF CONTENTS

Introduction	3
General facts	3
Services & Rates	
• Drop Boxes, Pick-Ups, Deliveries	4
• Service Types	5
○ Priority Services	5
○ Deferred Services	6
• Delivery Attempts	6
• Deliveries to Residential Areas	7
• Out of Service Area Shipments	7
• Shipments of Alcoholic Beverages	7
• On-Line Services	8
• Shipments to Mexico	8
• LSO Service Guarantee	9
• Rate Quotes	9
• Service Fees	10
• Dimensional Weight Pricing	11
• LSO Holidays	11
Payment for Services	
• Credit Accounts	12
• Credit Terms	12
Liabilities	
• Liabilities Not Assumed	13
• Declared Value	14
• Dangerous Goods	14
• Pharmaceuticals	15
• Shipments of Alcoholic Beverages	15
• Prohibited Items for Shipment	16
• Packaging Requirements	17
○ Computer & Electronics	17
○ Markings	17
○ Non-Infectious Liquids	17
○ Perishable Items	17
Claims Process	18
• Freight and Service Claims	18

## INTRODUCTION

Welcome to Lone Star Overnight. 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 Lone Star Overnight (LSO).

In the event of a conflict between this Service Guide and an LSO airbill, the conditions in this Service Guide will take precedence. LSO 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 LONE STAR OVERNIGHT.*

## GENERAL FACTS

Lone Star Overnight (LSO) focuses on reliable overnight delivery utilizing both air and ground transportation, within and between Texas, Oklahoma, West Louisiana and Eastern New Mexico. LSO's price structure allows for substantial savings over the national carriers based on lower operating costs within a regional service area.

All deliveries are guaranteed to be on time or you get your money back. LSO offers hundreds of convenient drop box locations throughout its service area, an additional declared value option, toll-free customer service, on-line shipping, free shipping supplies for priority services, and up to a 150 lbs capability per package.

On March 4th, 1991, LSO began operations by transporting seven packages through its system. Since that date, LSO has continued to move important business documents and packages throughout its service area, constantly refining one of the most reliable overnight delivery systems available in the industry today. LSO's distinctive structure eliminates the need for what is known in the transportation industry as a "hub and spoke" system.

LSO culture incorporates employee incentives designed to motivate individuals to promote growth and development of the company. All team members are encouraged to put forth ideas and processes that will improve overall productivity, morale and customer satisfaction. LSO credits this incentive program with statistically low package claims, an outstanding driver safety record with sixteen million LSO miles being driven each year and an impressive customer referral rate.

LSO is managed on a large company scale emphasizing "small company" values and dedication to the customer that is often de-emphasized by many companies in recent years. This winning strategy coupled with an outstanding workforce has produced both growth and profit each year since break-even in 1993. In 1996, LSO was highlighted by Inc. 500 magazine as one of the fastest growing, privately held companies that year.

Lone Star Overnight continues to move forward providing outstanding service to customers, employment and promotion opportunities to its people and a company culture based on honesty, integrity and hard work.

## SERVICES AND RATES

### DROP BOXES / PICK-UPS / DELIVERIES

LSO drop boxes are conveniently located in many major office buildings throughout our service area. For a list of drop boxes, call customer service at 800-800-8984 or visit [www.lso.com](http://www.lso.com).

Pick-up 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 pick-up. Any person requesting pick-up services must provide at the time of the request an active Lone Star Overnight account number or credit card number. Repeated pick-up requests without packages being ready may result in the interruption of pick-up service privileges.

LSO provides pick-up and delivery service Monday through Friday and offers delivery on Saturday to limited areas but no weekend pick-up.

All requests for pick-up and questions regarding LSO operations should be referred to LSO customer service at 800-800-8984 or to [www.lso.com](http://www.lso.com).

Deliveries are point-to-point and we may deliver to someone other than the person designated on the airbill as the recipient. LSO may also direct packages to an address or location other than the one indicated on the airbill. Shipments to facilities that utilize a central receiving area will be delivered to the central receiving area. Such locations include but are not limited to: government offices or installations, universities, hospitals and/or hotels.

LSO cannot deliver to P.O. Boxes.

A proof of delivery signature is requested with all business deliveries and depending upon the service selected on the airbill. LSO generally does not require signature for deliveries to residential areas, locations with a signature release on file, deliveries with a priority early service, or when a signature release is indicated on the airbill. LSO does require an adult signature and proof of age for shipments of alcoholic beverages and "signature required service" is available for residential deliveries for an additional fee. Signature required services must be used in conjunction with LSO's Web based shipping system or other LSO approved automated shipping systems.

## SERVICE TYPES

### PRIORITY SERVICES

#### LSO Early

Delivery time: next business day by 8:30 a.m.

- Available for delivery in many cities within LSO's service territory.
- Free use of LSO provided envelopes, polys, tubes and overnight boxes for LSO shipments
- LSO will not obtain a delivery signature for 8:30 a.m. deliveries and accepts no responsibility for loss or damage resulting from delivering a package without a delivery signature.
- Some extended areas may not have Early Service available. In the event an Early package is tendered to LSO in one of these areas, LSO will still accept these packages for transport and will deliver or attempt to deliver by the end of the day next business day.
- Monday – Friday pickup in most areas
- Saturday
  - Early delivery service is not available.
  - Saturday pickup service is not available.
- Packages up to 150 lbs; up to 72 inches in length and 130 inches in length and girth.
- This service is provided at an additional charge to LSO Basic service.
- Other fees and charges may apply.
- For a complete listing of services and areas available please go to Iso.com

#### LSO Basic

Delivery time: next business day by 10:30 a.m. to most areas, by noon, or end of next business day to some rural areas.

- Available for delivery throughout LSO's service territory.
- Free use of LSO provided envelopes, polys, tubes and overnight boxes for LSO shipments
- Monday – Friday pickup in most areas
- Saturday
  - Not all areas are served, please see Iso.com for a listing of areas with Saturday delivery service available
  - Basic delivery service is generally guaranteed delivery by noon on Saturday in most areas, but may be later in more rural or remote areas where commitment times are later.
  - Saturday pickup service is not available.
  - Saturday delivery service carries an additional charge to LSO Basic service.
  - Other fees and charges may apply.
  - Delivery commitment times vary and may be later in rural areas.
- Packages up to 150 lbs; up to 72 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 Iso.com

#### LSO Economy Overnight

Delivery time: next business day by 3 p.m. to most areas, or end of next business day to some rural areas.

- Available for delivery throughout LSO's service territory.
- Free use of LSO provided envelopes, polys, tubes and overnight boxes for LSO shipments
- Monday – Friday pickup in most areas
- Saturday
  - LSO Economy Overnight is not available.
  - Saturday pickup service is not available.
- Packages up to 150 lbs; up to 72 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 Iso.com

#### LSO Mexico

Delivery time: 2-3 business days to any city in Mexico.

- Delivery is day-definite and based on the distance to your destination.
- Free use of LSO provided envelopes, polys, tubes and overnight boxes for LSO shipments.
- Monday – Friday pickup in most areas
- Saturday delivery service to Mexico is not available.
- LSO Mexico service is limited to document shipments up to 2 lbs.
- Other fees and charges may apply.

For a complete listing of services and areas available please go to Iso.com

## DEFERRED SERVICES

### LSO Ground

LSO's most economical service with delivery time of 1-3 business days.

- Delivery is day-definite and based on the distance to your destination.
- Available for delivery throughout LSO's service territory.
- Use of LSO provided envelopes, polys, tubes and overnight boxes are **not permitted** for Ground services
- Monday – Friday pickup in most areas
- Saturday delivery service is not available for LSO Ground
- Packages up to 150 lbs; up to 72 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 lso.com

### LSO Multi-Pak

- LSO Multi-Pak service is available on a contractual basis only.

## DELIVERY ATTEMPTS

LSO 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.

After three 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 airbill.

Packages containing alcoholic beverages will be kept in storage at LSO offices for a period of five (5) consecutive days after three delivery attempts. If within the five (5) consecutive days the recipient fails to report to the LSO office and/or fails to show proof of age at LSO location at the time of pick-up, 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 airbill.

Lone Star Overnight 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, LSO's delivery deadlines 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.

Lone Star Overnight does not generally obtain a signature for deliveries to residential areas. An additional fee applies to all deliveries made in residential areas.

Residential, "Signature Required" service is available for all services except LSO Early Service, for an additional fee and is not available for packages using manual or preprinted airbills. Signature required services must be used in conjunction with LSO's Web based shipping system or other LSO approved automated shipping systems.

## **OUT OF SERVICE AREA SHIPMENTS**

LSO 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 LSO.

Our delivery of a package to another carrier for further delivery outside our service area constitutes delivery of the shipment by LSO. You should direct any claims or inquiries arising from service provided by another carrier to that carrier.

## **SHIPMENTS OF ALCOHOLIC BEVERAGES**

Only wine or beer may be accepted for transportation by Lone Star Overnight and only on a contractual basis from shippers who are licensed and authorized under applicable laws to ship alcoholic beverages in LSO's service area.

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 LSO's Web based shipping system or other LSO 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 preprinted airbills.

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

(See page 15 for a complete set of regulations applicable to shipments of alcoholic beverages).

## **ON-LINE SERVICES**

Lone Star Overnight offers an ample variety of on-line services:

- Ship Packages
- Order supplies
- Request pre-printed airbills
- Schedule pick-ups
- Track Packages
- Electronic proof of delivery
- Drop box locator
- Rate calculation
- Service area verification
- Service options
- Fuel surcharge information
- Holiday schedule
- Job openings
- Payment information and links
- Rewards
- General information

## **SHIPMENTS TO MEXICO**

Lone Star Overnight started delivery service to destinations throughout Mexico in May 2006, in association with Estafeta. Shipments to Mexico are subject to some limitations:

- Documents Only
- Weight limit of 2 lbs or less
- No declared value services

Lone Star Overnight's maximum liability for loss or damage of a package with a Mexico destination is limited to the actual damage or \$100, whichever is less.

## LSO SERVICE GUARANTEE

LSO provides a money-back guarantee based on lack of service and package status.

1. Service Guarantee – If we deliver your shipment after our published delivery deadline, and are notified within 30 calendar days, we will either refund the charges or credit your account. LSO cannot give refunds or credits if the delay has been caused by an incorrect or incomplete address, or the refusal or inability of the recipient to accept the package at delivery, return of the shipment or any of the reasons outlined in the section titled "Liabilities Not Assumed." Our guarantee only applies to shipments sent within our service area.

2. Package Status Guarantee – "Package status" is defined as the information regarding the location of your package in our tracking system. If we are unable to report the status of your package in our tracking system within 90 minutes after its scheduled delivery time, upon request we will either refund the charges or credit your account for the amount charged for delivery of that particular package. Any refund request must be made within 15 days after the date of the shipment. To request package status information, you must provide your customer number, airbill number, date of the shipment, and the recipient's name, address and zip code. Our package status guarantee applies only to LSO Early, LSO Basic and LSO Economy Overnight services and to shipments sent within our service area.

### *EXCEPTION:*

*Service guarantees may be waived during or after inclement weather occurring at any point of the shipment's route and/or during observed LSO Holidays or days near said Holidays with reduced service. LSO Ground and Multi-Pak Service guarantees are suspended for the 14 days prior to Christmas for packages tendered between December 11<sup>th</sup> and December 24<sup>th</sup>. LSO Priority Service guarantees are suspended for the 5 days prior to Christmas for packages tendered between December 20<sup>th</sup> and December 24<sup>th</sup>. LSO reserves the right to modify service guarantees at its sole discretion and without prior notice.*

## RATE QUOTES

Any rate and/or service quotes provided by LSO 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.

LSO reserves the right to audit airbills and shipment particulars 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 airbill.

For current rates call our customer service department at 800-800-8984 or go to [www.lso.com](http://www.lso.com).

## SERVICE FEES

Lone Star Overnight service rates do not include fees corresponding to additional services. Lone Star Overnight service fees include, but are not limited to:

Priority - Early delivery

Priority Basic - Saturday delivery

Residential area delivery

Remote Delivery Area

Manual airbill processing fee

Pick-up fee

Incorrect address

Fuel surcharge

Dimensional weight for oversize items

Overweight and/or Oversize shipments

Declared value / Declared value minimum

Incorrect/Incomplete billing information (electronically captured data will be used for billing if a copy of the airbill is not available)

Billing corrections

Document verification

Re-routing of shipments

If LSO priority packaging is utilized with Ground or Multi-Pak shipments, rates for Priority Economy Overnight services will apply.

Signature Required fee

Adult Signature Required fee

## DIMENSIONAL WEIGHT PRICING

Lone Star Overnight may charge additional fees for transportation costs based on volumetric standards.

LSO dimensional weight for priority services are determined by multiplying length times width times height of each package (in inches) and dividing by 194. If the amount determined under that formula is in excess of the actual weight of the package, the charge for the shipment will be based on the dimensional weight.

LSO dimensional weight for LSO Ground service may apply to shipments that are three (3) cubic feet (5,184 cubic inches) or larger. 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 5,184 inches or more, the total amount will be divided by 194 to get the dimensional weight.

LSO maximum dimension limits specify that no package shall weigh more than 150 lbs., be no more than 72" long, and measure no more than 130" in length plus girth (two times the width plus two times the height).

Packages in excess of 150 lbs, 72" in length or 130" in girth will be assessed an additional Oversize fee if accepted. LSO reserves the right to reject such shipments at its sole discretion.

## LSO HOLIDAYS

LSO generally observes the following holidays; however, we also 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

*NOTE: Pick-up service will be offered the Friday after the Thanksgiving holiday by appointment only and with delivery guarantees extended to the following Tuesday. No delivery services are offered on the Saturday after the Thanksgiving holiday.*

# 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 LSO customer account.

LSO 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 LSO customer number appears on the airbill, 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 airbill is not available at the time of billing.

Any supplies, materials, rights or privileges acquired by holding a Lone Star Overnight account must be used in conjunction with LSO shipping services.

The holder of a LSO 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 "interruption of service" status, which may cause your shipment to be detained or delayed in transit. To reinstate service you must contact LSO to make payment or payment arrangements. LSO 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 aforementioned 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. LSO does not provide consumer credit privileges.

No refunds, adjustments, credits, or claims will be paid if your LSO 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 [billingdisputes@lso.com](mailto:billingdisputes@lso.com).

Please remit payments to: Lone Star Overnight, P.O. Box 149225, Austin, Texas 78714-9225.

## LIABILITIES NOT ASSUMED

Any failure by us to enforce or apply a term, condition or provision of the Lone Star Overnight 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.

Lone Star Overnight accepts no liability, and will make no refund or credit adjustment for any loss, damage, delay, misinformation or failure to provide information, mis-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, or 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 LSO terms or conditions listed on this Service Guide, airbills or any current LSO official forms or publications.
- The nature of the shipment including any defects.
- Verbal or written pick-up, 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 LSO 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, Lone Star Overnight pledges to serve our customers by making reasonable alternative delivery plans as rapidly as it is possible under the circumstances.

LSO 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.

LSO 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.

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

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

## DECLARED VALUE

LSO does not provide insurance coverage of any kind.

LSO maximum liability for any loss, damage, delay, mis-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 airbill for the package at the time of tender and an additional fee paid for such value. If the declared value indicated on the airbill is less than \$500 the declared value for the shipment will be billed at the \$500 minimum rate.

The responsibility of proving actual damages and additional risk or exposure in excess of the shipment's declared value as a single unit or airbill falls solely on the shipper. LSO 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 LSO package is \$25,000. A limit of \$500 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; any items placed in LSO drop boxes; cash equivalent 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 LSO to be of uncertain hazard or risk. A limit of \$100 of declared value will be imposed on shipments of used electronics.

Regardless of the declared value of a package shown on the airbill, LSO's liability for loss, damage, delay, mis-delivery, non-delivery, mis-information or failure to provide information will not exceed the 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, LSO 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 or not such damages were foreseeable.

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

## DANGEROUS GOODS

LSO does not handle shipments of dangerous goods or hazardous materials.

For questions about these materials you may call our customer service department at 1-800-800-8984 prior to scheduling a pick-up 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.

## SHIPMENTS OF ALCOHOLIC BEVERAGES

- Packages containing alcoholic beverages (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 LSO's service area.
- The shipper agrees to the provisions set forth in the approved LSO agreement for the transportation of wine or beer as applicable and must have a signed contract on file with LSO.
- 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 LSO's Web based shipping system or other LSO 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 preprinted airbills.
- LSO does not accept packages containing beer or spirits for delivery to a consumer.
- It is the responsibility of the shipper to ensure that a package tendered to LSO does not violate any federal, state, or local laws or regulations applicable to the package.
- LSO reserves the right to dispose of any alcoholic beverages tendered for shipment which shippers are prohibited from shipping, which LSO is not authorized to accept, which LSO states that it will not accept, or which LSO has a right to refuse.
- The shipper agrees to indemnify, defend, and hold harmless LSO, 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 LSO's requirements for the shipment of alcoholic beverages or governmental laws or regulations applicable to the transportation of alcoholic beverages. Under no circumstances shall LSO be liable for special, incidental, or consequential damages arising from the transportation of a shipment of alcoholic beverages.
- LSO 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 LSO Service Guide/Terms and Conditions of Service relating to the shipment.

## PROHIBITED ITEMS FOR SHIPMENT

Lone Star Overnight does not accept certain specific commodities for transportation, including but not limited to the following:

- a. Fireworks.
- b. Money, cash, currency, paper money, negotiable instruments, which represent cash like bonds, cash letters and endorsed stocks.
- c. Live animals to include birds, fish, insects and reptiles. Human corpses, human organs or body parts, cremated or disinterred human remains.
- d. 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).
- e. Suspected infectious materials.
- f. Shipments that may require special license for transportation or that may cause damage or harm to personnel, equipment or other shipments.
- g. Any item whose transportation is prohibited by law, statute or regulation, for any reason, in a state where it is intended to be transported.
- h. Any item which requires LSO to obtain a local, state or federal license for its transportation.
- i. Wet, leaking or odorous packages.
- j. Dry ice may be accepted in quantities under 5 lbs per package for LSO Priority Services when used as refrigerant only and in conjunction with non-Hazardous materials shipments.

Items Subject to Restrictions/Prior Approval.

- a. Firearms and/or ammunition. (Shipper is responsible for compliance to local, state and federal laws). The packaging must not be marked, labeled or otherwise identify as containing a firearm. Drop box services are prohibited on shipments containing firearms. Shipments are permitted between:
  1. Licensee to licensee
  2. Licensee to consumer
  3. Consumer to licensee
- b. Alcoholic beverages via contract services
- c. Tobacco products. (Shipper is responsible for compliance to local, state and federal laws).
  1. Licensee to dealer
  2. Distributor to licensee
  3. Dealer to Distributor
- d. Perishables including meat, poultry, fish. Live animals may be accepted on a unique and specific customer by customer basis with approval of LSO.
  1. Shipments must be business to business
  2. Shipper must package shipments to allow for the safe transportation of 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 LSO cannot assume liability for loss of any live animal shipments including loss or death of animals tendered to LSO
  5. Approval to tender live animals must be via written agreement between Shipper and LSO 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 Lone Star Overnight or the assistance of a courier 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 LSO for damages of any kind.

The recipient's address should include name, street address and street zip code 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.

Lone Star Overnight Letter shipments must be made in packaging which clearly displays the LSO airbill. Shippers are responsible for accurately completing the airbill and for adequately packaging shipments. Attention to these items will allow for superior service while any errors may result in a billing adjustment.

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

LSO does not provide packaging materials for its deferred services. If priority supplies are utilized for Ground or Multi-Pak shipments, said shipments will be billed at applicable Priority Economy Overnight rates and surcharges.

Computer & Electronics	Markings
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 in order to file a claim for damage. Original manufacturer's packaging is subject to review by LSO based on current industry standards of similar items or shipments.	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	Perishable Items
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 ridged plastic, fiberboard, wood, or corrugated cardboard designed for such purposes. Styrofoam and regular Lone Star Overnight express delivery packaging, plastic, and paper bags are considered to be insufficient and are prohibited. Shipment of suspected infectious materials is prohibited.	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 LSO acceptance policy should be used to protect the contents of the package. Styrofoam and regular Lone Star Overnight express delivery packaging, plastic, and paper bags are considered to be insufficient and their use is prohibited for the transport of perishable items.

# 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 mis-delivery must be received in writing within 30 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 (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 (1) and (2). This documentation may include original purchase invoices, estimate for repair, appraisals, expense statements, airbill copies, etc. All documentation must be verifiable to LSO'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.
7. 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 fifteen 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.
8. Action on all claims must proceed within one year of the date of the delivery or from the date on which the shipment should have been delivered.

All correspondence involving claims should be sent to: Damage & Claims Committee, P.O. Box 149225, Austin, Texas 78714-9225.