



WPX Terms and Conditions

Definitions

When the terms “we” “our” and “us” are used on this waybill, they refer to WPX Courier, LLC, its employees and agents. When “you” and “your” are used, it refers to the sender, its employees and agents.

Terms of Agreement

When you give us your shipment to deliver, you agree to all the terms in this non-negotiable waybill and in our current tariff, which is available on request. If at the time of the shipment there is a conflict between the terms and conditions stated in this waybill and our current tariff, the provisions in the tariff will prevail. The terms and conditions of the tariffs are made a part of this waybill and no one is authorized to alter or modify those terms.

Responsibility for Packaging and Completing the Waybill

You are responsible for adequately packing the shipment and for accurately completing this waybill. Any errors may result in a rebilling by us to you. In the event the weight field is left blank, we will assume the default weight.

Limit of Liability

Unless you declare a higher shipment valuation and pay the fee, our limit of liability is the lower of the actual value of the shipment or one hundred dollars (\$100) per shipment. You may elect to declare a higher shipment valuation by designating on this waybill, the declared shipment valuation and payment of an additional fee subject to the following limits. If the value of the shipment is greater than one hundred dollars (\$100), you must purchase insurance on the entire value up to a maximum of five thousand dollars (\$5000) and pay the premium. In any event, we will not be liable for your acts or omissions, including but not limited to inadequate packing, securing, marking or addressing or for acts or omissions of the receiver or any other party having an interest in the shipment. We will not be liable if you or the receiver violate any terms of this waybill. We are also not liable for loss, damage or delay caused by circumstances outside of our control, including but not limited to acts of God, weather conditions, acts of public enemies, war, civil commotions or acts or omissions of public authorities such as customs and quarantine officials who have actual or apparent authority. We are not liable in any event for any special, incidental or consequential damages, including but not limited to loss of profits or loss of income, whether or not we had knowledge that such damages might be incurred.

Filing a Claim

All claims for reimbursement must be made in writing to us within specific time periods after we accept the shipment as follows: (A) within fifteen (15) days after we deliver your package. If your claim results from shortage, damage or delay; or (B) within ninety (90) days after we accept your package if your claim results from non-delivery. In addition to the above requirements, if the receiver has signed a delivery receipt without notation of damage or loss, we must be notified of the loss or damage orally within forty-eight (48) hours after delivery if the shipment is perishable, and in writing within seven (7) days if the shipment is non-perishable. If the receiver accepts your shipment without noting any damage or loss on the delivery record, we will assume that the shipment was delivered in good condition. Original shipping cartons and packing must be made available to us for inspection. We will not pay any claims until the transportation charges have been paid. You may not deduct the amount of the claim from those charges. If you do not present the claim to us in the time set forth above, you agree to waive it. You agree to waive any legal action to enforce a claim if you have not commenced the legal action within one (1) year after the claim has been denied, in whole or in part, by us.

**Right to Inspect**

We may, at our option, open and inspect any shipment for any reason at any time.

Qualified Acceptance

We reserve the right to reject your shipment after acceptance and prior to performance of any part of the transportation services, when such shipment might cause damage or delay to other shipments, equipment or personnel. This will also apply if the transportation of your shipment is prohibited by law or is in violation of any rules contained in this waybill or our tariff.

Unacceptable Goods

We will not accept the following articles for transportation: currency, jewelry, bullion, cashier's checks, antiques, liquor, stamps, precious metals, firearms, money orders, plants, tobacco, works of art, explosives, traveler's checks, animals, foodstuffs, negotiable instruments in bearer form, obscene materials and any other article listed as unacceptable in our tariff or the carriage of which is prohibited by any law, regulation or statute of any governmental entity through which the shipment may be carried.

We will not be responsible for any loss, damage, delay, liability or penalties resulting from transporting such articles, however described or incorrectly described by you on this way bill. None of our employees or agents has any authority to accept such articles for transportation or to modify or waive the limitations applicable to them.

Payment Terms

WPX Delivery Solutions payment terms are weekly, net 15.

Termination of Agreement

Each party will provide the other party 30-days written notice of termination for cause.

Volume Growth Discounts

We will negotiate with you for additional volume discounts depending on the route and location of the pick up or delivery point. Our route optimization software may identify growth cost saving opportunities.

Wait Time Charge

After the initial 15 minutes, \$7.50 will be charged per every 15 minute increment (or portion thereof) of waiting time, thereafter. Waiting time will be charged for delays and holds under customer control and beyond the control of us, including but not limited to the recovery of the shipper's freight from an airline. (i.e.: > 15 minutes to 30 minutes = \$7.50 charge to customer)