

Van Go Delivery, LLC

Terms and Conditions

I. ADDRESS CORRECTION

A. In the event that a Consignees address or zip code is found to be incorrect, we will attempt to determine the correct address and complete the delivery as expeditiously as possible, but we assume no responsibility for our inability to complete delivery under such circumstances.

II. THE BILL OF LADING

A. The Shipper shall have the duty to prepare and present a current version of a Standard Bill of Lading for each shipment. If the Shipper presents a Uniform Bill of Lading with a shipment it is agreed that the shipper has accepted the Van Go Delivery, LLC Terms and Conditions (available by request at www.vangodelivery.com) as the Terms and Conditions applicable to shipments tendered, regardless of the Bill of Lading used.

B. The Van Go Delivery, LLC terms and conditions shall be binding upon the Shipper, the Consignee and any other party with an interest in the shipment, us or our contractors or agents.

C. In tendering the shipment, the Shipper and Consignee agree to these Terms and no employee, contractor, leasor, agent or representative of the parties is authorized to modify any of the Terms. All Terms, including but not limited to Limitations of Liability contained herein, shall apply to our agents, contractors, leasors and their contracting carriers.

D. The contents of each shipment must be accurately described on the Bill of Lading tendered to Van Go Delivery, LLC.

E. The number of pieces included in a shipment must be specified on the Bill of Lading tendered to Van Go Delivery, LLC.

F. The weight of the shipment must be entered on the Bill of Lading tendered to Van Go Delivery, LLC by the Shipper. If omitted or entered incorrectly, we reserve the right to apply a weight estimate.

G. DOT and IATA Regulations require certain notations to be placed on the shipping documents. Van Go Delivery, LLC does not currently accept Hazardous Materials or Dangerous Goods for transport in any quantity over the amount not requiring placards. If the commodity being shipped is not Dangerous Goods or Hazardous Materials, but could be confused as such, the Shipper should place the words "NOT RESTRICTED" on the Bill of Lading to indicate that the shipment has been reviewed against the appropriate regulations.

III. APPLICATION OF CHARGES

A. Except as otherwise provided for herein, transportation charges will be assessed on one of the following factors:

1. The actual mileage to the farthest point (loaded miles only).*
2. The actual mileage plus a charge for increased weight over 500 pounds.

3. Charges as indicated in a "Contract" agreed upon by the Debtor and Van Go Delivery.
4. Charges as agreed upon in a spot quote prior to pickup.

* Loaded miles must originate or terminate within or near the Grand Rapids Commercial Zone.

B. In computing charges, fractions will be rounded to the next higher cent.

C. Fractions of pounds will be assessed at the charge for the next higher pound.

D. One-day rate quotes are applicable only to the specific shipment under quote and are valid for 24 hours. Rate and Service quotations will be based upon information provided by you, but final rates and service may vary based upon the shipment actually tendered. The customer must indicate the rate quote information on the Bill of Lading.

IV. CHARGES PREPAID, COLLECT OR THIRD PARTY

A. Shipments will be accepted either with the charges to be prepaid by the Shipper or to be collected from the Consignee or, when requested by the Shipper or the Consignee, to be billed to a third party. In any case, the responsible party must be indicated on the Bill of Lading tendered to Van Go Delivery, LLC.

V. CLAIMS PROCEDURE

A. Loss or Damage Claims should be sent to the following address:

Van Go Delivery, LLC
4460 44th Street SE Suite C-505
Grand Rapids, MI 49512

Or by email to joe@vangodelivery.com

1. All claims for loss or damage must be made in writing within 120 calendar days after date of acceptance of the shipment by us. All claims must include a copy of the Bill of Lading. They will be acknowledged within 10 calendar days after receipt at the above address.

2. No claim will be concluded until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges.

3. All claims for loss or damage are subject to proof of value.

VI. INSPECTION OF SHIPMENTS

Cargo items tendered for air transportation are subject to aviation security controls by air carriers and the US Department of Homeland Security. The shipper, in tendering cargo for transportation by an air carrier, certifies its contents and safety when tendering the shipment for transport by Van Go Delivery, LLC. The Shipper is solely responsible for, and warrants its compliance with all applicable laws, rules and regulations including, but not limited to, customs laws, import and export laws, US Department of Homeland Security requirements and requirements of any named air carriers. Shipper agrees to furnish such information and complete and attach to the Bill of Lading, all documents that are necessary to comply with such laws, rules and regulations. Van

Go Delivery, LLC will assume no liability to Shipper or any other person for any loss or expense due to Shipper's failure to comply with this provision.

VII. LIABILITY FOR CHARGES AND INDEMNIFICATION

- A. The Shipper and Consignee shall be liable, jointly and separately, for all **unpaid charges** payable on a shipment that we have delivered.
- B. The Shipper and Consignee shall be liable, jointly and separately, to pay or indemnify and hold us harmless for all claims, fines penalties, damages, costs or other sums that may be incurred, suffered, or disbursed for any violation of any of the terms contained herein or any other default of the Shipper or such other party with respect to a shipment.

VIII. LIMITATIONS OF LIABILITY

- A. In tendering a shipment for carriage by Van Go Delivery, LLC, the Shipper agrees that the liability of Van Go Delivery, LLC for any physical loss or damage to shipment is limited to a maximum of \$500.00.
- B. Van Go Delivery, LLC shall not be liable for loss, damage, delay or other result caused by any circumstance beyond our control.
- C. Van Go Delivery, LLC shall not be liable for special or consequential damages and in no event shall our liability for any damages exceed \$500.00 (US Dollars)
- D. NONE OF OUR EMPLOYEES, AGENTS, LEASORS, CONTRACTORS OR REPRESENTATIVES, OTHER THAN THE OWNER OF VAN GO DELIVERY, LLC MAY WAIVE OR ALTER ANY OF THE LIMITATIONS SET FORTH HEREIN.

IX. PACKING AND MARKING REQUIREMENTS

- A. Shipments must be prepared or packed to ensure safe transportation with ordinary care in handling.
- B. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- C. Any shipment containing pieces marked as Dangerous Goods or Hazardous Material will not be accepted for transport if the weight or quantity of that shipment exceeds the non placardable amount or quantity.

X. PAYMENT OF CHARGES

- A. All prepaid charges (i.e., shipment charges to be paid by the Shipper) are payable by check at the time we accept the shipment, and all collect charges (i.e., shipment charges to be paid by the Consignee) are payable by check at the time we deliver the shipment, except upon request by the Shipper or Consignee and upon proof of credit standing acceptable to us, credit will be extended for a period of 15 calendar days from the date of billing. Any payment which is past due shall be subject to an additional charge at the rate of 1-1/2% per month on the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less. Cash will not be accepted by our delivering agent, contractor, leasor or representative unless specifically pre-

authorized by the owner of Van Go Delivery, LLC. Van Go Delivery, LLC accepts all major credit cards for payment of all charges.

XI. STORAGE

A. Any shipment which is unable to be delivered will be returned to the shipper at the standard rate per mile or shipment or held at our facility if directed by the shipper. If the freight is held there will be an additional charge of \$30.00 per hour after the first half hour until delivered.

B. Shipments deemed undeliverable may be held at our facility without charge for 1 calendar day. After the end of a twenty four hour period storage charges will begin to accrue.

C. Storage charges will not be assessed on shipments lacking proper documentation when advance arrangements have been made with us by the Shipper or the Shipper's agent.

D. Storage Charges will not be assessed on shipments that have a specified delivery appointment when advance arrangements have been made by us with the Shipper or the Shipper's agent.

Addendum to Van Go Delivery, LLC Terms and Conditions

Receipt of a shipment by the Consignee or the Consignee's agent without written notice on the delivery receipt will be prima facie evidence that the shipment was delivered in good condition.

No claim will be processed by us until all transportation charges and fuel surcharges have been paid in full.

The amount of the transportation claim may not be deducted from the fuel surcharge or transportation charges.

All charges are due and payable ten (15) days from the date of billing, and any payment which is past due shall be subject to an additional charge at the rate of 1-1/2% per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, whichever is less.

Only the owner of Van Go Delivery, LLC may agree to changes or variations in these Terms and Conditions.