

**Eastern Shore Postal Services, Inc.**  
**Ship and Print Place**  
**Shipping Terms and Conditions**

1. Subject to the terms and conditions, Eastern Shore Postal Services, Inc. (“Us”) will receive, forward and/or pack parcels for customer (“You”). The Carrier for all parcels accepted by Eastern Shore Postal Services, Inc. shall be delivered by Federal Express, UPS, DHL International or U.S. Postal Service, determined by YOU, the customer. You confirm the accuracy of the “Ship To” address.

2. We do not accept hazardous material, illegal items or articles of unusual value, including but not limited to cash or coin. See carrier tariff or service guide for other restricted items.

3. We do not transport your Parcels. We assume no liability for the delivery of the parcels accepted for shipment or for loss or damage by any cause to the parcels or their contents while in transit. You agree that carrier’s liability for lost or damaged parcels is limited by the provision in this PSO. You agree to all terms and conditions on this PSO whether or not declared value is purchased. Driver may deliver parcel without a signature unless you request a signature on delivery and pay any applicable charge for such service. Carrier is not liable for loss or damage occurring after delivery.

4. We are not liable for carrier’s failure to timely deliver. Any statement to us to a probable date of delivery is only opinion and an estimate, and is not warranted in any manner. We are not liable for any consequential, incidental or punitive damages, or any loss or damage resulting from delays in shipping or delivery.

5. We are trained in packaging parcels and you acknowledge that packaging standards to withstand shock, vibration and compression have been explained by us. Our responsibility for damage to items caused by improper packing by us is limited by the Declared Value Terms & Conditions listed on this PSO.

\*\*\*Items packed by you are covered for loss but may not be covered for damage (fragile). \_\_\_\_\_

\*\*\*Electronic items, because we cannot verify that they are working condition, may only be covered for loss but not be covered for damage. \_\_\_\_\_

6. If you or the consignee has a claim against the carrier or declared value provider for loss or damage to your parcel, you agree to make the claim through Eastern Shore Postal Services, Inc. within 15 days. You expressly agree that we have no liability if any claim is denied or paid only in part by the carrier or other declared value provider.

7. Shipments containing “food” (as defined in section 201f of the Federal food, Drug, and Cosmetic Act) will be accepted for transportation only according to the following terms and conditions. You assume all responsibility to establish and maintain all records required under 21 CFR Part 1 Subpart J§ 1.326-1.363. In so doing, you assume the legal responsibility under 21 CFR § 1.464 for establishing and/or maintaining records that would otherwise be required to be maintained by us. You agree your records will comply. You agree expressly to make all record required by 21 CFR § 1.352 available to FDA as required. You agree that within 45 days of the date of shipment you will obtain or request from us any information needed by us to satisfy these responsibilities. You recognize that these obligations with respect to establishing and maintaining records cannot be terminated.

8. Eastern Shore Postal Services, Inc. is not responsible for interruptions or failures of electronic processes, including transmissions of shipping order information.

9. Declared Value Terms & Conditions. Declared value coverage will be available only if you have complied with all Declared Value Terms & Conditions. For an additional fee we will obtain declared value coverage for your shipment through the carrier designated by you. We surcharge the cost of this product. You expressly acknowledge that the value of each parcel does not exceed the amount you listed in the declared value field and stated on the transaction receipt. If no amount is specified, you agree that the value of the parcel(s) shall not exceed \$100 for Federal Express and/or UPS parcels and \$0 for US Postal Service. If you refuse additional declared value coverage for items of greater value, you will be limited to a maximum declared value as stated above. Each declared value provider designates monetary limits coverage. The declared value terms and conditions of the various carriers are located in the carrier service guide for coverage provided by the carriers and are also available at this location upon request. Consult the applicable Declared Value Terms & Conditions and terms of coverage for further information.

11. Limitations of Liability. Our liability, the carrier's liability for loss or damage to your parcel is limited to your actual damages or \$100, whichever is less, unless you declare and pay for a higher authorized value. Declared value coverage is not available for items of sentimental value, precious metals, negotiable instruments or prohibited items. The limit of liability for a parcel containing a check or checks is limited to the stop payment and check(s) re-issuance cost, not to exceed \$100 per parcel. In no event shall we be liable for the face value of any check(s), phone card, gift certificate or gift card. Limitations of liability can be found in the carrier's service guide or tariff.

12. Filing a claim. Any and all claims must be in writing and received by us within the carrier's required time frame (typically 15 days). Claims not made within the prescribed time frame are waived and will not be paid. Any and all claims are waived if the consignee accepts the parcel without noting damage on the delivery record. For all damage claims, the original packaging materials must be made available for carriers' inspection, and the claim supported by the shipping documents including but not limited to this PSO, a copy of the receipt and proof of declared value.

13. This PSO constitutes the entire agreement between YOU and Us, and supersedes all prior, subsequent and/or contemporaneous representations, written or oral.