

# Lee Jennings Target Express, Inc. Rules Tariff 111825

November 18, 2025

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## Contents

For the most current updates to the LJTE Tariff, please go to [www.ljetarget.com](http://www.ljetarget.com)

Lee Jennings Target Express reserves the right to unilaterally modify, amend or supplement the rates, features of service, services, terms and conditions, and tariffs in the Lee Jennings Target Express Service Guide applicable to all customers without notice. All modifications, amendments or supplements may be authorized only by an officer of Lee Jennings Target Express, Inc. or successor positions, but no other agent or employee of Lee Jennings Target Express nor any other agent or party is authorized to do so. The Lee Jennings Target Express Service Guide consists of the Our Services information at [www.ljetarget.com](http://www.ljetarget.com) consists of retail rates; the Lee Jennings Target Express Terms and Conditions; and this LJTE Tariff. The information in the Our Services section of the Lee Jennings Target Express Service Guide is not part of the contract of carriage. To the extent that conflicts exist, if any, between the terms and conditions, other parts of the Lee Jennings Target Express Service Guide, and the current versions, if any, of the LJTE Tariff and websites, the downloadable version (PDF) of the Lee Jennings Target Express Tariff (including any amendments, supplements or both) as then in effect on the date of shipment shall control.

## Scope of Tariff

### Participating Carriers:

Lee Jennings Target Express, Inc.

### Governing Publications:

Except as otherwise provided, this tariff is governed by the following publications, supplements thereto or succeeding publications thereof: Lee Jennings Target Express rate information in effect at the time of shipment.

### Scope of Operations:

Lee Jennings target Express, Inc.:

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- To operate as a COMMON CARRIER, by motor vehicle, in interstate commerce, over irregular routes, transporting GENERAL COMMODITIES (except explosives, poisons, radioactive, household goods, and other commodities mentioned elsewhere in this tariff, or other commodities as decided by the management and not otherwise listed in this tariff) between points in the United States.
- To operate as a CONTRACT CARRIER, by motor vehicle, in interstate commerce, over irregular routes, transporting GENERAL COMMODITIES (except explosives, poisons, radioactive, household goods, and other commodities mentioned elsewhere in this tariff, or other commodities as decided by the management and not otherwise listed in this tariff) between points in the United States.
- To operate as a COMMON CARRIER, by motor vehicle, in intrastate commerce, over irregular routes, transporting GENERAL COMMODITIES (except explosives, poisons, radioactive, household goods, and other commodities mentioned elsewhere in this tariff, or other commodities as decided by the management and not otherwise listed in this tariff) between points in the states serviced.
- To operate as a CONTRACT CARRIER, by motor vehicle, in intrastate commerce, over irregular routes, transporting GENERAL COMMODITIES (except explosives, poisons, radioactive, household goods, and other commodities mentioned elsewhere in this tariff, or other commodities as decided by the management and not otherwise listed in this tariff) between points in the states serviced.

## Definitions

**“Account-Specific Rates”** are the rates paid by Lee Jennings Target Express account holders who have discounts applied to their account and who charge their shipping to their Lee Jennings Target Express account.

**“Business day”** means Monday through Friday, except for the following holidays and those listed at [www.ljetarget.com](http://www.ljetarget.com).

Memorial Day	Thanksgiving Day	New Year’s Eve
Independence Day	Day After Thanksgiving Day	New Year’s Day
Labor Day	Christmas Day	

The observation of holidays is subject to change. Please refer to the holiday list on [www.ljetarget.com](http://www.ljetarget.com) for details.

**“Business delivery”** means any delivery that is not a residential delivery.

**“Commercial delivery”** means any delivery that is not a residential delivery.

**“Lee Jennings Target Express, Inc.,” “Lee Jennings Target Express,” “LJTE,” “our,” “us” and “we”** refer to Lee Jennings Target Express, Inc., and its officers, employees, and agents (but does not include cartage agents).

**“In good credit standing”** means:

- That payment on the Lee Jennings Target Express account is current.
- That the account is not in “cash only” status; and,
- That the balance does not exceed the credit limit established by Lee Jennings Target Express.

**“Overcharge”** means a charge based on an incorrect rate; an incorrect special handling fee; billing a service other than the service selected for the package; billing based on incorrect package or shipment weight; billing to the wrong account number; or any other billing, unrelated to a service failure, that results in an incorrect charge.

**“Package”** means any container and its contents and multiple packages shipped together to constitute a shipment up to and including full truckload shipments and includes any non-containerized article(s).

**“Proof of delivery”** means manual or electronically captured delivery information, which may include date, time, location and signature information.

**“Residential delivery”** means a delivery made to a home or private residence, including locations where a business is operated from the home, and/or a delivery in which the shipper has designated the delivery address as residential.

**“Retail Rates”** apply to shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid LJTE account.

**“Service failure”** means LJTE did not deliver your package(s) by the end of the scheduled delivery day as published, except as otherwise described in this tariff.

**“Shipment”** means one or more packages shipped together to the same recipient.

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**“Standard List Rates”** are the rates paid by Lee Jennings Target Express account holders who do not have discounts applied to their account and who charge their shipping to their Lee Jennings Target Express account.

**“Transportation charges”** mean amounts assessed for movement of a shipment and does not include any other fees or charges that may be assessed under the Lee Jennings Target Express Service Guide, such as (but not limited to) declared-value charges, special handling fees, taxes, collect on delivery (C.O.D.) charges, and surcharges.

**“Valid”** as it relates to account numbers means a Lee Jennings Target Express account number that has been issued by Lee Jennings Target Express and that is in good credit standing.

**“You”** or **“your”** means the shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.

## Non-Waiver

Any failure by us to enforce or apply a term, condition or provision of this LJTE Tariff 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.

## Account Numbers

Lee Jennings Target Express account holders who pay for shipments with cash, check, debit or credit card instead of charging to a valid Lee Jennings Target Express account will be charged Lee Jennings Target Express Retail Rates instead of Account-Specific Rates. Account numbers are issued by Lee Jennings Target Express according to shipping location and are non-transferable. Account numbers are issued and used solely at the discretion of Lee Jennings Target Express. Lee Jennings Target Express 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, at its sole discretion. Improper, illegal or any other misuse of your Lee Jennings Target Express account may also, at the sole discretion of Lee Jennings Target Express, result in loss of discounts or termination of the account. Improper, illegal or other misuse includes, but is not limited to, unauthorized consolidation of shipments owned by different parties, or violations of the terms and conditions in this Lee Jennings Target Express Service Guide. 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 materials, rights, or privileges that you acquire by holding a Lee Jennings Target Express account number may not be used for any purpose other than shipping with Lee Jennings Target Express, and Lee Jennings Target Express may seek damages against you for any improper, illegal or another 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 Lee Jennings Target Express account numbers at any time in the future. All charges will be billed and must be remitted in U.S. funds. All requests for account numbers are subject to credit investigation and verification by our Credit Department. Lee Jennings Target Express utilizes business credit reporting agencies, audited financial statements, Standard & Poor's and Moody's bond ratings, and other sources as necessary, to determine eligibility for open credit terms. Lee Jennings Target Express does not offer consumer credit privileges. Any individual shipping for personal use must prepay the shipment charges or establish a Lee Jennings Target Express account for billing directly to a major credit card. The party to whom a Lee Jennings Target Express 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. Failure to keep your Lee Jennings Target Express account current may result in “termination” of your LJTE service. If the account number to be billed is not valid, the shipment may be refused, delayed or returned until an alternative form of payment is secured. If a package is held, returned, or delivery is otherwise delayed because the account is not in good credit standing, you will not be entitled to a refund or credit of your transportation charges. You must use your Lee Jennings Target Express account number to obtain any discount applicable to your account. Use of your account number constitutes your agreement that all packages shipped by us shall be subject to this tariff, as modified, amended or supplemented. Services and rates for packages dropped off at Lee Jennings Target Express Locations using the shipper's LJTE account number shall be as stated in the shipper's LJTE Service Agreement or LJTE Pricing Addendum, if any, and the incorporated documents. Not all delivery services are available at Lee Jennings Target Express locations. Lee Jennings Target Express may provide trade credit information on its account holders to credit bureaus.

## Alcoholic Beverages

Only licensed entities holding a state and federal license or retailers holding a state license may ship alcohol with Lee Jennings Target Express. Consumers may not ship alcohol. Shippers must enter into an approved Lee Jennings Target Express Alcohol Shipping Agreement before shipping any alcohol with Lee Jennings Target Express. For more information, contact your Lee Jennings Target Express account executive.

**Licensee to Licensee:** Lee Jennings Target Express will accept alcohol shipments (beer, wine, and spirits) when both the shipper and recipient are either licensed wholesalers, licensed dealers, licensed distributors, licensed manufacturers, licensed retailers or licensed importers, subject to additional requirements and all applicable laws and regulations. Contact your Lee Jennings Target Express account executive for complete details.

**Licensee to Consumer:** Lee Jennings Target Express will not accept wine, beer or spirit shipments from licensed entities directly to

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consumers. Contact your Lee Jennings Target Express account executive for complete details.

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## Billing

“PREPAID” means charges will be billed to the shipper or sender. Payment on the account must be current. The shipper may request an initial rebill to another party with a valid LJTE account number, but all subsequent rebills will be only to the shipper.

“COLLECT” means charges will be billed to the consignee or recipient (except for certain additional charges that are billed to the shipper, including, but not limited to, alternate address pickup fees, on-call pickup charges, address correction fees, and invalid or missing account number fees). “COLLECT” should not be confused with C.O.D. service. In order to choose this billing option, the recipients must have a valid LJTE account number at the time the package is processed and payment on the account must be current. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to a third party with a valid LJTE account number. If not paid by the third party, any additional rebilling will be to the shipper’s account. (See section J, Billing Special Handling Fees.) The shipper is liable for, and will be billed for, all charges and fees, plus all special handling fees in the event recipient or any third party does not pay. If due to the charges the recipient account exceeds credit limits with LJTE, the sender will automatically be billed.

“BILL THIRD PARTY” means charges will be billed to someone other than the shipper or recipient (except for certain additional charges that are billed to the sender, including, but not limited to, alternate address pickup fees, on-call pickup charges, address correction fees, invalid or missing account number fees, and fees associated with C.O.D). In order to choose this billing option, the third party must have a valid Lee Jennings Target Express account number at the time the package is processed and payment on the account must be current. If the third party is billed initially and refuses to make payment for the shipment, the charges may be rebilled to another party with a valid LJTE account number, but subsequent requests will only be rebilled to the sender. (See Billing-Special Handling Fees.) If the party that is rebilled refuses to pay, the sender is liable for and will be billed for all charges and fees, plus all special handling fees. If due to the charges the third-party account exceeds credit limits with LJTE, the sender will automatically be billed.

For “COLLECT” or “BILL THIRD PARTY” transactions, if the recipient or third-party refuses to pay the charges, refuses delivery or cannot be contacted, the sender is responsible and will be billed for any and all charges. LJTE may verify the method of payment and reserves the right to not accept any “COLLECT,” or “BILL THIRD PARTY” shipment for which such verification cannot be established.

The sender’s shipment may be delayed if LJTE determines that it is billed to a Lee Jennings Target Express account number that is not in good credit standing.

C.O.D. shipments may not be shipped “COLLECT.” Shipping charges for C.O.D. shipments must be billed to either a sender’s or third party’s Lee Jennings Target Express account number; they may not be paid by cash, check or credit card.

**NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO LJTE, THE SENDER IS ULTIMATELY LIABLE FOR ALL CHARGES AND FEES FOR RETURNS SHIPMENTS.**

A special handling fee will be applied for any check that is dishonored due to insufficient funds on deposit or incorrect or insufficient signature of the drawer.

You must furnish with your payment the invoice numbers to which your payment applies. Payment should be sent using your remittance advice to the following address:

Lee Jennings Target Express  
Accounts Receivable  
1465 E. Franklin Ave.  
Pomona, CA 91766

### Billing-Special Handling Fees:

A special handling fee will be applied in the following situations:

- Shipping documents where an incomplete, inaccurate, invalid or deleted account number appears in the shipping information. If the account number is incomplete, inaccurate, invalid or deleted, and LJTE is able to determine the correct number from LJTE records, all charges, and fees, plus the special handling fee, will be billed to the sender, and any appropriate earned discount will apply. If the correct account number cannot be determined by LJTE records, all charges and fees plus the special handling fee will be billed to the sender, and no discount will be allowed.
- For “COLLECT” or “BILL THIRD PARTY” transactions, if the third party or recipient account number is incomplete, inaccurate, invalid or deleted, all charges and fees, plus the special handling fee, will be billed to the sender. If LJTE can determine the sender’s correct account number from LJTE records, it will be used for billing, and any appropriate earned discount will apply. If billed to sender and the sender’s correct account number cannot be determined from LJTE records, no discount will be allowed. The fee for an incomplete, inaccurate, invalid or deleted account number will be applied only once for each package with such an account number.

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- **Payer Rebilling:** A special handling fee will be charged to the sender for all requests to change the billing from the party billed or the bill-to party shown on the shipping transmission. If there are multiple requests, the fee may be applied for each invoice which is rebilled. Requests for rebilling will be accepted up to 30 days from the invoice date. Rebill requests will be accepted only for unpaid shipments. Requests for rebilling of transportation charges must be received in writing by our billing department. Your request for a rebill of transportation charges must include the current invoice number, amount due and the new Lee Jennings Target Express account number that you want to rebill to
- **Changes to Shipping Document Information:** LJTE has specific rules and fees for correcting other information on a Bill of Lading, such as article descriptions, shipment weight, collection status, delivery, or billing address changes. The current Admin Fee for such changes is \$10.00
- Additionally, a finance charge of 1.5% will be assessed for every 30-day increment that an invoice remains unpaid past 60 days from the original invoice date.

## **Invoice Adjustments/Overcharges:**

LJTE reserves the right to audit rates made via [www.ljetarget.com](http://www.ljetarget.com) or via telephone to verify service selection and package or shipment weight. If the selected service, weight, class, description or zip codes entered are incorrect, LJTE may make appropriate adjustments to the invoice at any time.

**Default Billing:** Senders are responsible for the entry of accurate shipment information in the shipping document. Because the number of packages and weight per package is critical to our ability to correctly invoice, any omission or incorrect entry or unavailable information will result in billing based on our estimate of the number of packages transported and either the standard dimensional factor at the time of billing or an estimate of weight and class determined at our sole discretion.

You may request an invoice adjustment for reasons not related to a service failure in the following way. Submit the request in writing. The request must state the reason you believe an adjustment or refund is warranted and must provide the following information. The Lee Jennings Target Express account number (if any); the Lee Jennings Target Express tracking number; and the date of shipment. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.

Requests for invoice adjustment due to an overcharge must be received within 180 days after the date of shipment. For additional information or assistance regarding billing issues, please contact a Lee Jennings Target Express account executive.

Lee Jennings Target Express is not obligated to refund any overcharge or pay any other obligation owed when your Lee Jennings Target Express account is, or has been, in the past, more than 60 days past due.

If your account is more than 60 days past due, Lee Jennings Target Express may, at its sole discretion, apply any overcharge amounts or other overpayments it agrees are owed to you against the oldest invoices.

**Additional Taxes:** If a federal value-added, consumption or similar tax is applicable to your shipment, LJTE reserves the right to add that amount to your shipping charges.

The sender is responsible for all reasonable costs incurred by LJTE in attempting to obtain payment on any transaction. Such costs include, but are not limited to, attorneys' fees, collection agency fees, and interest and court costs.

At our sole discretion, Lee Jennings Target Express may transfer and assign ownership of, and any rights to collect, any and all charges due and payable to us.

**Missing or Invalid Account Number:** An account number is invalid if it is not the correct account number for the bill-to party, or it is the account number for a recipient or third party who fails to pay the shipping charges. An additional charge will be assessed for each missing or invalid account number.

## **Claims**

### **Filing of Claims:**

All claims in connection with a request for C.O.D. service and all claims for loss of or damage to property tendered to LJTE for transportation in interstate or intrastate commerce must be filed in writing; must include or refer to the Customer Shipping Record, if applicable, pro or invoice number, and date or other facts sufficient to identify the shipment involved; and must be accompanied by documents that prove the value of the property and/or extent of the loss or damage.

### **Documentation Requirements:**

Such documents may include original purchase invoices, estimates, or invoices for repair (repairs are not authorized under this

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provision and should not be made until LJTE has inspected the damaged package or expressly waived its right to inspect the damaged package), expense statements, appraisal, final confirmation screen if online order with proof of purchase, or other certified documents; must assert our liability for the alleged loss or damage; and must make claim for the payment of a specified or determinable amount of money. A request for proof of delivery does not constitute the filing of a claim.

**Notification:**

In the case of a claim for concealed loss or damage that is not discovered at the time of delivery, the sender or recipient must notify Lee Jennings Target Express as promptly as possible after the discovery of the damage, and in any event no later than 60 days after the date of delivery. Notifications should be made in writing and sent to:

*Lee Jennings Target Express  
Claims Department  
1465 E. Franklin Ave.  
Pomona, CA 91766*

Notification does not constitute filing of a claim as required in section C below. Except as provided in the paragraph above, receipt of the shipment by the recipient without written notice of damage on the delivery record is prima facie evidence that the shipment was delivered in good condition. As a condition to LJTE considering a claim, all the original shipping cartons, packing (inner and outer) and contents must be made available for LJTE inspections. The package and contents must be retained by the claimant until the claim is resolved.

**You can file a claim in the following ways:**

On a LJTE claim form available at [www.ljetarget.com](http://www.ljetarget.com) including the completed claim form and supporting documentation mailed to the address below (excluding LJTE C.O.D. claims).

*Lee Jennings Target Express  
Claims Department  
1465 E. Franklin Ave.  
Pomona, CA 91766*

Send written claims, including the completed claim form and supporting documentation via fax to number below (excluding C.O.D. claims).

*Attention: Claims Department  
(909) 865-1405*

LJTE will not voluntarily pay a claim for an uncertain amount, such as "\$100 more or less." LJTE is not obligated to act on any claim until all transportation charges are paid. The claim amount may not be deducted from these charges or any outstanding balance.

Bad order reports, appraisal reports of damage, notations of exceptions on delivery records or other documents, inspection reports issued by LJTE inspectors or inspection agencies, requests for proof of delivery, and tracer or inspection requests standing alone are not sufficient to comply with these claim filing requirements.

LJTE shipment status information is not intended or permitted to be used by the shipper to file claims. (See Shipment-Status Information in the Proof of Delivery section.)

**FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF A CLAIM.**

**LJTE RESERVES THE OPTION TO PICK UP SALVAGE ON DAMAGED CLAIMS WHEN THE CLAIM IS PAID IN FULL.**

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## **Acknowledgment of Claims:**

LJTE will, upon receipt in writing of a proper claim filed in the manner and form described in these regulations and accompanied by the documents described, acknowledge the receipt of such claim in writing within 30 days after the date of receipt by LJTE unless LJTE shall have paid or declined such claim in writing within 30 days of the receipt thereof. LJTE will create either in writing or electronically a separate file for each claim received, assign each claim a successive claim file number, and note the claim number assigned on all documents filed in support of the claim and all records and correspondence relating to the claim, including the written acknowledgment of receipt and if in its possession, the pickup and delivery records covering the package involved. LJTE will record the date a claim is received on the face of the claim document. The date of receipt will also be noted on our written acknowledgment of receipt.

## **Time Limit for Filing Claims:**

Claims in connection with requests for LJTE C.O.D. service and claims for loss, damage, or delay must be filed in writing with LJTE within nine months from the date of delivery, or, if LJTE failed to make delivery, within nine months after the package was tendered to LJTE for shipment. Suits against LJTE must be instituted within two years and one day from the date LJTE gives written notice that LJTE has disallowed any part of the claim specified in the notice. If claims are not filed or suits are not instituted in accordance with the foregoing provisions, LJTE will not be liable and such claims will not be paid. A Claim Reporting Form can be requested from a Lee Jennings Target Express account representative or by calling 909-868-1040, or at [www.ljetarget.com](http://www.ljetarget.com).

## **Investigation of Claims:**

1. Each claim must be supported by the original Customer Shipping Record (if applicable), evidence that applicable transportation charges have been paid, and documents that prove the value of the property, and/or extent of the loss or damage. Such documents may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, or other certified documents.

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2. **Concealed Loss or Damage.** Whenever property is delivered by LJTE and damage or loss is subsequently discovered by the recipient, the inspection may be made by LJTE as promptly as practicable after receipt of a request from the recipient or shipper. The shipper or recipient must notify LJTE as promptly as possible after the discovery of the damage, and in any event no later than 60 days after the date of delivery. LJTE reserves the right to inspect a damaged shipment on customer premises as well as the right to retrieve the damaged shipment for inspection at a local Lee Jennings Target Express facility. All the original shipping cartons, packaging and contents must be available for our inspection and retained until the claim is concluded. Inspection will include examination of the damaged property, the shipping container and its packing, and any other action necessary to establish all the facts. If a shortage is involved, the inspector will compare the contents of the package with the invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case, the inspection will be limited to a factual report. The shipper and recipient must cooperate with LJTE to assist in the inspection. A written record of our findings will be made and a copy given to the shipper for claim support upon request. Any inspection report issued will be incorporated into the claim file. The terms and conditions of the LJTE Tariff applicable to the original shipment (including, but not limited to, any declared value or limitation of liability) will govern the disposition of all claims in connection with said shipment, including any claim relative to the retrieval, inspection, call tag or return of said shipment.
  
3. In the event LJTE does not make an inspection, the recipient must make the inspection and record all information pertinent to the cause. The recipient's inspection, in such cases, may be considered as the LJTE inspection and will not jeopardize any recovery due to the shipper based on the facts contained in the report. **G. Spotted Trailers.** The shipper agrees to load any trailers spotted at its facilities within 48 hours after being spotted. The shipper agrees not to file claims on any package shortages for spotted trailers. Upon written request from the shipper, LJTE agrees to notify the shipper of any package shortages within 120 hours after the shipper's packages are transmitted to LJTE. Notification to the shipper shall include the date of pickup and the number of packages short of the total provided by the shipper on a computer-generated manifest. The shipper agrees not to file claims in connection with any package shortages reported by LJTE to the shipper.

## **Collect on Delivery (C.O.D.) Service**

### A. LJTE C.O.D. Service:

1. LJTE offers a collect-on-delivery service for shipments. To request LJTE C.O.D. service, the shipper must prepare a shipping document with the COD amount clearly stated and the method of payment acceptable to the shipper (personal check, company check, certified check, money order, or cash). **THE C.O.D. AMOUNT IS NOT THE SAME AS AND SHOULD NOT BE CONFUSED WITH, DECLARED VALUE.** If the shipper does not also declare the value of the package, our liability for loss or damage shall be limited to the loss or damage actually sustained by the shipper or \$100, whichever is lower (see the Declared Value and Limits of Liability section for details).
  
2. LJTE will collect for each C.O.D. package the amount shown on the C.O.D. shipping document, not to exceed \$25,000 per shipment. If collection cannot be made, LJTE will return the C.O.D. package to the shipper.
  
3. The original transportation of packages, collection of the payment, and delivery of the payment instrument or remittance of the payment are considered a single shipment and the terms and conditions in the Declared Value and Limits of Liability section are applicable to the entirety of a C.O.D. shipment.

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4. Our liability for loss, damage, delay, misdelivery, misinformation, nondelivery, failure to collect the C.O.D. amount, failure to collect the specified form of payment, collection of an instrument in the wrong amount, or failure or delay in delivering the payment instrument is limited to the declared value, subject in every event to the maximum declared-value limits and other limitations referenced above and in the Declared Value and Limits of Liability section.
5. All checks (including cashier's checks, official checks and certified checks) and money orders tendered in payment of C.O.D. packages will be accepted by LJTE at the shipper's risk, including, but not limited to, the risk of nonpayment and forgery, and LJTE shall not be liable upon any such instrument.
6. An additional charge will be assessed for each request for C.O.D. service to be performed, whether or not LJTE is able to collect as requested. If the recipient cannot be located or fails or refuses to pay the C.O.D. amount via the requested instrument, the shipment will be returned to the shipper, and no refund or credit of either the transportation charges or the C.O.D. charges will be given.
7. Shipper represents and warrants it has legal rights, interest, or appropriate legal title, to the C.O.D. funds subject to be collected and is authorized by the appropriate parties to receive such funds.
8. Performance of the C.O.D. service will not constitute LJTE as the shipper's agent for any purpose, including, but not limited to, completion of the sale of the goods by the shipper to the recipient.
9. LJTE C.O.D. shipments are not eligible for Hold at Lee Jennings Target Express Location. B. Collect on Delivery Remittance: 1. Remittance of C.O.D. Collections. LJTE will remit the C.O.D. collection to the shipper within 10 business days from date of collection. The C.O.D. amount will be collected and remitted in the received check form, or, if cash, deposited into a bank of LJTE's choosing and a LJTE company check shall be issued to the receiver. Our sole obligation shall be to timely remit the C.O.D. collection through the U.S. Postal Service, and LJTE shall not otherwise be liable for any loss or delay caused by the remittance of the C.O.D. collection.

## Credit Terms

LJTE does not provide individual consumer credit privileges.

LJTE will extend credit to shippers who, in the sole judgment of LJTE, are creditworthy.

As a condition of extending credit privileges, LJTE 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.

### Deposit Plan:

After depositing an amount equivalent to four weeks' transportation charges as estimated by LJTE, payments are required within 30 days of the invoice date. The deposit amount is subject to change to reflect revised estimates of the shipper's charges.

Under the deposit plan, no interest will be paid by LJTE, nor will additional charges be rendered for their services. Net balances will be refunded at the request of the shipper.

When credit privileges are extended, Lee Jennings Target Express reserves the right to establish and enforce a credit limit on your account. At our sole discretion, we may review and amend a credit limit on your account.

The invoice date begins with the credit term cycle, and payment is due within 30 days from the invoice date. Failure to keep your Lee Jennings Target Express account current will result in "termination" of your service.

IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATIVE PAYMENT ARRANGEMENTS. NO SERVICE GUARANTEES WILL BE VALID.

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

Credit privileges will not be restored until you have paid all past due balances in full and all costs, fees, and expenses incurred by LJTE in collecting or attempting to collect such balances.

LJTE may require the establishment of electronic funds transfer as a prerequisite to credit restoration. LJTE may decline to restore credit privileges even if all costs, fees, and expenses are paid.

Customers requesting the reinstatement of their LJTE service must contact the Accounts Receivables department at 1-909-868-1040.

At our sole discretion, LJTE may apply payments made on your account to any unpaid invoice issued on your account.

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## Declared Value and Limits of Liability (Not Insurance Coverage)

Carrier liability with regard to any package is limited to the sum of \$5 per pound unless a higher value is declared at the time of tender and a greater charge paid as provided in the Lee Jennings Target Express Service Guide.

The declared value of any package represents our maximum liability in connection with a package, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information.

Exposure to and risk of any loss in excess of the declared value is either assumed by the shipper or transferred by the shipper to an insurance carrier through the purchase of an insurance policy. The shipper should contact an insurance agent or broker if insurance coverage is desired.

### LJTE DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

In cases where the shipper declares or agrees in writing that the property being shipped is released to a value exceeding \$5 per pound, an additional charge will be computed using this formula:

The carrier must be made aware of the shipment and the details and rate must be confirmed and agreed before the tender.

The shipment weight will be modified by the carrier to increase the freight charges until the \$5 per pound limit equates with the stated value.

For example, initial rate before modification:

Tendered shipment details:	1 Pallet at 150 lbs., Class 55, 188 miles zip-zip, LJTE deal code L2
Declared value from shipper:	\$5000.00
Calculated rate via carrier's rating software:	\$120.44
Maximum shipment liability:	\$600.00 (\$5 x 150 pounds)

Modified rate example,

Tendered shipment details:	Shipment weight is adjusted to 1000 lbs.
Declared value from shipper:	\$5000.00
Rerated:	1 Pallet at 1000 lbs., Class 55, 188 miles zip-zip, LJTE deal code L2
Calculated rate via carrier's rating software:	\$829.64
Maximum liability:	\$5000.00

Packages containing all or part of the following items are limited to a maximum declared value of \$1,000 per package.

- Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture and collector's items.
- Film, photographic images (including photographic negatives), photographic chromes and photographic slides.
- Any commodity that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain.
- Antiques or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware and glassware.
- Collector's items such as coins, stamps, sports cards, souvenirs and memorabilia.
- Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass and any other commodity with similarly fragile qualities.
- Ceramic tile, stone or other building materials that are subject to cracking or damage from shock which might be expected during commercial motor vehicle transport.
- High value, imported, custom cut or fabricated ceramic tile, stone or other building materials.
- Plasma screens.
- Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semi-precious), industrial diamonds, and jewelry made of precious metal.

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- Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
- Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
- Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds.
- Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments.
- Scale models (including, but not limited to, architectural models and dollhouses) and prototypes.

**ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED BY LEE JENNINGS TARGET EXPRESS IS NULL AND VOID. OUR ACCEPTANCE FOR CARRIAGE OF ANY PACKAGE BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE LEE JENNINGS TARGET EXPRESS TARIFFS AS TO SUCH PACKAGE.**

**REGARDLESS OF THE DECLARED VALUE OF A PACKAGE, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, WILL NOT EXCEED ITS REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.**

See the Liabilities Not Assumed section for other limitations and exclusions on our liability.

## Delivery Signature Options

### Direct Signature Required:

Lee Jennings Target Express will obtain a signature from someone at the delivery address. If no one is at the address, Lee Jennings Target Express will reattempt delivery.

Also see the Billing, Liabilities Not Assumed, Pickup and Delivery, and Proof of Delivery sections.

## Dimensional Weight (Volumetric Weight)

Transportation charges may be assessed based on dimensional weight, which is a volumetric standard. Dimensional-weight pricing is applicable on a per-package basis. Customers who fail to apply the proper freight class to a package may be assessed dimensional-weight charges at Carrier's sole discretion.

## Residential and Liftgate Delivery

Service days for Lee Jennings Target Express Residential Delivery packages are defined as Monday through Friday for normal deliveries. Saturday is not a service day. Contact a Lee Jennings Target Express account executive for additional information.

Residential Delivery packages may not weigh more than 70 pounds each and may not exceed 2000 pounds per pallet aggregate weight. Residential Delivery packages may not contain hazardous materials, except for materials classified as "Other Restricted Materials — Domestic" (ORM-D) or Limited Quantity and may not be shipped under the LJTE COLLECT service program.

Residential Delivery packages are to curbside only. Lee Jennings Target Express personnel will not deliver into a private residence, outlying building, or area. The consignee will accept the delivery at curbside and then will be responsible for any movement from there. Lee Jennings Target Express will not supply any equipment for use by the consignee.

Residential Delivery packages will be considered residential, even if the packages are addressed to a business, and will be subject to the Lee Jennings Target Express Home Delivery residential surcharge in effect at the time of shipment.

Residential Delivery requiring liftgate service will be subject to the Lee Jennings Target Express Residential Delivery liftgate surcharge in effect at the time of shipment.

Residential Delivery shipments must be identified on the shipping document as a "Residential Delivery" and must include a valid telephone number of the consignee.

Residential Delivery consignees will be contacted to schedule a delivery time. This means that your shipment will incur a minimum one-day delay in service while our customer service personnel contact and schedule the residential delivery.

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Any package shipped as a Residential or Liftgate Delivery shipment that fails to comply with the terms and conditions of this service may be refused by LJTE, or if initially accepted by LJTE, may later be returned to the shipper. Noncompliance with the terms and conditions of Residential and Liftgate Delivery may also result in additional charges upon notice to the shipper.

## Firearms

LJTE will not transport and deliver firearms as defined by the United States Gun Control Act of 1968.

LJTE will not accept for transport firearms, assembled or disassembled.

LJTE will transport small-arms ammunition when packed and labeled in compliance with local, state and federal law. Ammunition is an explosive and must be shipped separately as hazardous materials. You agree not to ship loaded firearms or firearms with ammunition in the same package.

## Fuel Surcharge

Lee Jennings Target Express reserves the right to assess fuel and other surcharges on shipments without notice. The amount and duration of any such surcharges will be determined at our sole discretion. By tendering your shipment to Lee Jennings Target Express, the shipper agrees to pay the surcharges, as determined by Lee Jennings Target Express. The fuel surcharge rate, if applicable, is available at [www.ljetarget.com](http://www.ljetarget.com).

## Hazardous Materials

Hazardous material shippers must be properly qualified through a Lee Jennings Target Express sales representative before tendering hazardous material packages.

All packages containing hazardous materials must be properly classified, described, packaged, marked, labeled and in proper condition for transportation according to applicable regulations and LJTE requirements. LJTE accepts only certain hazardous materials as listed in the current version of the LJTE Hazardous Materials Table, which is available at [www.ljetarget.com](http://www.ljetarget.com). Contact a Lee Jennings Target Express account executive for more information.

LJTE does not accept hazardous waste. This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste. LJTE also does not accept hazardous substances in reportable quantities.

LJTE does not accept infectious or non-infectious human or animal cells, tissue, bodily fluids, blood, blood products, plasma, or any other material derived from human or animal blood whether in liquid or solid form; biohazards; regulated or non-regulated diagnostic cultures, specimens or samples, whether infectious or non-infectious; used health care products as defined in Title 49 of the Code of Federal Regulations; and any materials regulated as UN 2814, UN 2900, UN 3373 and UN 3291.

LJTE does not accept inhalation hazard materials.

Packaging restrictions and service restrictions apply. Unless other U.S. Department of Transportation (DOT) restrictions apply, all cartons, pails, drums or other hazardous material shipping containers must be in performance-oriented packaging (POP).

Hazardous material shipments may be accepted at Lee Jennings Target Express terminal locations.

Batteries, including lithium batteries, may be regulated when shipped for highway transport. Shippers should refer to the most current U.S. Department of Transportation regulations to ensure compliance with marking, labeling and packaging requirements as they pertain to the transportation of batteries.

Packages containing hazardous materials may not be transported without a hazardous material shipping document executed by the shipper.

All damaged or leaking hazardous material packages may be properly repackaged, prepared in accordance with applicable DOT regulations and returned to the shipper. The undamaged portion of a damaged hazardous materials shipment will be returned to the shipper for recycling, reprocessing or disposal. If the shipper refuses to accept the returned shipment, or if the shipment cannot be returned to the shipper, as determined at our sole discretion, the shipper is responsible for and will reimburse LJTE for all costs and fees of any type connected with the legal disposal of the shipment and all costs and fees of any type connected with cleanup of any spill or leakage.

No service guarantees will apply to packages not properly prepared in accordance with DOT regulations and LJTE requirements.

Hazardous material packages found in the LJTE system not properly prepared in accordance with DOT regulations and LJTE requirements will be held for customer pickup. If the shipper refuses to pick up or make other arrangements for delivery acceptable to LJTE, the shipper will reimburse LJTE for all costs and fees of any type connected with the legal disposal of the shipment. The shipper

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agrees to indemnify LJTE for any and all costs, fees and expenses LJTE incurs as a result of the shipper's failure to comply with Lee Jennings Target Express Hazardous Materials shipping requirements.

In the event the shipper loads any LJTE vehicle, the shipper agrees to segregate hazardous materials in accordance with regulations.

The shipper may be held accountable for all costs associated with any damaged or leaking hazardous material package that is not properly prepared in accordance with all DOT regulations and LJTE requirements. Cost may include response, cleanup and disposal.

Hazardous materials cannot be shipped via Lee Jennings Target Express to a residence.

## Charge for the handling of Hazardous Materials

In addition to the other rates and charges named in this tariff, a charge will be assessed on each shipment of hazardous materials.

## Inspection of Shipments

LJTE reserves the right, but is not required, to open and inspect any package tendered to it for transport.

## Liabilities Not Assumed

**LJTE WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT LJTE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.**

In no event shall LJTE, including, without limitation, agents, contractors, employees and affiliates, be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not LJTE had knowledge that such damage might be incurred.

LJTE will not be liable for, nor shall any adjustment, refund or credit of any kind be made, as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence.

LJTE will not be liable for, nor shall any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- The act, default or omission of any person or entity, other than Lee Jennings Target Express, include those of any local, state or federal government agencies.
- The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- The shipper's violation of any of the terms and conditions contained in this tariff, as amended from time to time, including, but not limited to, the improper and insufficient packing, securing, marking and labeling of shipments, or use of an account number not in good credit standing.
- Perils of the air, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, hazards incident to a state of war, local, national or local weather conditions (as determined solely by LJTE), local, national or international disruptions in ground transportation networks (as determined solely by Lee Jennings Target Express Ground), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to LJTE personnel, and disruption or failure of communication and information systems (including, but not limited to, LJTE systems).
- Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.
- Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
- The loss of any personal or financial information including, but not limited to, dates of birth, driver's license numbers, credit card numbers and financial account information.
- Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
- Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)

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- Failing to deliver or not attempting to deliver a package on the scheduled delivery day or time, if the shipper or recipient requested a later delivery or informed Lee Jennings Target Express that the recipient location is closed or unavailable to accept delivery on the originally scheduled delivery day or time.
- Failing to obtain the signature for shipments.
- Shipments released by shipper or debtor and without obtaining a signature at residential addresses. (See the Delivery Signature Options section.)
- Shipments released without obtaining a signature at nonresidential addresses if a signature release is on file. (See the Delivery Signature Options section.)
- Our failure to honor package-orientation graphics (e.g., “up” arrows, “this end up” markings), “fragile” labels or other special directions concerning packages.
- Damages indicated by any shockwatch, tiltmeter, or temperature instruments.

Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.

- The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes, light bulbs, quartz crystal, quartz lamps, glass tubes such as those used for specimens, and glass containers such as those used in laboratory test environments.
- Your use of an incomplete, inaccurate, or invalid Lee Jennings Target Express account number or your failure to provide a valid Lee Jennings Target Express account number in good credit standing in the billing instructions on shipping documentation.
- Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
- Performance of any services will not constitute LJTE as the shipper’s or anyone’s agent for any purpose.
- Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items when not enclosed in outer packaging, or other general shipping containers caused by adhesive labels, soiling or marking incidental to transportation.
- Shipping of plants and plant materials is discouraged with LJTE. Lee Jennings Target Express assumes no liability for damages in transit or damage resulting from delay of shipments.
- Shipments of any plants and plant materials, ostrich or emu eggs, or live fish.
- The shipment of any alcoholic beverages, firearms or tobacco products if you fail to comply with the applicable terms and conditions.

Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:

- The manufacturer’s original packaging, which is undamaged and has retained a good, rigid condition.
- Packaging that is in accordance with the Lee Jennings Target Express packaging guidelines.
- Our provision of packaging, advice, assistance, or guidance on the appropriate packaging of shipments unless such advice, assistance or guidance has been approved in writing by Lee Jennings Target Express and the writing expressly accepts liability in the event of a damaged shipment.
- LJTE does not provide protective services for transportation of perishable commodities or of commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper’s risk for loss of value or damage caused by exposure to heat or cold. The shipper agrees to not file damage claims for perishable items.
- Lee Jennings Target Express will not be liable for the failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.
- Our compliance or noncompliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient, including requests made by the recipient for delivery options.
- Our compliance or noncompliance with any request to intercept a shipment in transit, or to prevent delivery.

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- The failure to properly designate a delivery address as a Residential Delivery, including delivery addresses that were processed through any address verification function or program.
- The shipper's failure to provide accurate delivery address information.
- Any shipment containing a prohibited item. (See the Prohibited Items section.)
- Loss or damage to alcohol shipments unless an approved packaging type is used or Lee Jennings Target Express has preapproved your packaging prior to shipment. See the Alcoholic Beverages section for further information.
- Our inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of law enforcement or other regulatory agencies.
- Delays in delivery caused by adherence to Lee Jennings Target Express policies regarding the payment of duties and taxes or other charges.
- Our failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of fees, duties and taxes necessary to release a shipment.
- Hazardous-materials shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. LJTE will not pay a claim on undeclared or hidden hazardous materials.

## Limitations on Legal Actions

Any civil claim for overcharges must be brought within 18 months after the claim accrues. Any civil claim for, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment, must be brought within two years and one day from the date LJTE gives written notice that LJTE has disallowed any part of the claim specified in the notice. Any right you might have to damages, refunds, credits recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against LJTE under any cause of action arising from the transportation of any package unless you first comply with all applicable notice periods and requirements in this tariff including, but not limited to, the periods and requirements for providing notice under the Billing and Claims sections. You and LJTE understand that timely and complete compliance with such notice periods and requirements is a contractual condition precedent to your right to any relief whatsoever, and you must plead compliance with those conditions' precedent on the face of any complaint that you file against LJTE. You and LJTE agree that Lee Jennings Target Express cannot be considered to have breached any obligation to you unless or until LJTE wrongfully denies a claim submitted to LJTE pursuant to the notice periods and requirements contained in this tariff. Finally, you and LJTE agree that you will comply with applicable notice periods and requirements even if you believe that such compliance will not result in relief from LJTE or if you lack knowledge regarding whether such compliance will result in relief from LJTE. You agree that you will not sue LJTE as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against LJTE. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff. To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which you tendered your shipment to LJTE. The performance of any services does not make LJTE an agent of the shipper or any third party for any purpose.

## Package Restrictions (Size and Weight)

LJTE will accept transport packages that weigh up to 3000 pounds maximum (2000 pounds maximum for liftgate delivery service). The package or pallet must be able to be moved or repositioned via a standard forklift and pallet jack with a maximum fork length of 48 inches.

## Packaging and Marking

All packages must be prepared and packed by the Sender for safe transportation with ordinary care in handling. Recipient address labels should be placed on each package. Any articles susceptible to damage as a result of conditions that may be encountered in air-ground transportation, such as changes in temperature, must be adequately protected by proper packaging. Each shipment must be legibly and durably marked with the name, address, and ZIP code of both the shipper and recipient.

If a shipment is refused by the recipient, leaks, or is damaged, the shipment will be returned to the sender, if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and will reimburse LJTE for all costs and fees of any type connected with the legal disposal of the shipment and all costs and fees of any type connected with cleanup of any spill or leakage.

Fragile Articles/Orientation: Packaging for all fragile articles (including, but not limited to, electronic and electrical devices, scientific testing equipment, fragile glass, crystal, porcelain, or china) should be preapproved by Lee Jennings Target Express prior to shipping.

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**Package Inspection and Testing:** LJTE reserves the right to request a shipper to submit a representative sampling of the packaging for inspection and testing. If the shipper fails to comply with our request to inspect and test the packaging, or the sampling fails Lee Jennings Target Express testing, LJTE will not be liable for any damages due to improper packaging.

LJTE may issue written notice to you if you repeatedly fail to adhere to LJTE's packaging requirements due to your pattern or practice of insufficient packaging. Claims for damage or loss associated with an identified pattern or practice of insufficient packaging will be denied. Any such claim filed related to your shipments will not be paid, regardless of which party files the claim, unless the claimant can establish that the loss or damage did not result from a failure to use proper packaging. Lee Jennings Target Express will continue to deny such claims until we determine that you have ceased the pattern or practice of failing to adhere to the packaging requirements. Nothing in this paragraph is intended to limit LJTE's right to deny a claim where the shipment in dispute is found to have improper packaging.

## Pickup and Delivery

### Pickup Service:

LJTE may provide on-call pickup service for a per-package pickup fee for customers that do not have a LJTE regular scheduled pickup. This fee may be higher if the pickup is made the same day, it is requested or if the request is made through Lee Jennings Target Express customer service.

LJTE may provide pickup service for a weekly pickup fee to regular scheduled pickup customers.

An alternate address pickup fee may apply to pickup service at shipping locations other than the location associated with the LJTE account number.

Charges for pickup service may apply in addition to the rates set forth by Lee Jennings Target Express in effect at the time of shipment. LJTE will call at the shipper's premises once each business day, if required, to pick up packages for delivery to all points served by LJTE.

The shipper agrees to declare all additional charges applicable on the Customer Shipping Record. LJTE reserves the right to assess additional charges on those packages that the shipper does not properly rate and to re-rate packages the shipper fails to rate properly.

### Delivery Service:

LJTE does not offer a restricted delivery service and may deliver to someone other than the person or entity named as the recipient. Lee Jennings Target Express will attempt to obtain a signature for shipments to non-residential addresses, where a signature is required; Lee Jennings Target Express will make one attempt at delivery. A notice that delivery has been attempted will be left at the recipient's address after the first attempt. At our sole discretion, shipments having a declared value of US\$500 or greater may not be released without a signature even where the release is otherwise authorized. LJTE may, at its sole discretion, utilize a postal service, an interline cartage agent or a freight forwarder for deliveries to remote rural areas or areas outside of our service area which may result in additional transit days.

Our tender of a shipment to a postal service, an interline cartage agent or a freight forwarder constitutes delivery of the shipment by us for all purposes. Contact a Lee Jennings Target Express account executive for more information.

Shipments to hotels, hospitals, government offices or installations, university campuses, or other facilities that utilize a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by LJTE. In order to facilitate delivery or release of a shipment, LJTE may, at its sole discretion, contact the recipient to obtain delivery instructions, or to notify them that a delivery is scheduled, that a delivery has been completed or that a shipment is available for pickup at a Lee Jennings Target Express facility.

Lee Jennings Target Express may also accept requests for delivery options from a recipient. At its discretion, Lee Jennings Target Express may not deliver or attempt delivery on the scheduled delivery day if the shipper or recipient requested a later delivery or informed Lee Jennings Target Express that the recipient is closed or unavailable to accept delivery on the scheduled delivery day. In this situation, charges will be assessed based on the service initially indicated by the shipper.

The shipper or payor is responsible for communicating with the recipient regarding requested later delivery times and is responsible for knowing the days and times that the recipient's location can accept Lee Jennings Target Express deliveries

We reserve the right to assess a Residential Delivery surcharge on any shipment delivered to a home or private residence, including locations where a business is operated from a home, or on any shipment in which the shipper has designated the delivery address as a residence, including shipments where the delivery location has been designated as Residential Delivery in error.

**Redirect to Hold at Lee Jennings Target Express Location:**

The shipper or recipient may request to redirect a package to a Lee Jennings Target Express location within the Lee Jennings Target Express terminal delivery area of the original address.

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Shipments that are requested to be redirected to Hold at Lee Jennings Target Express location will be available for pick-up only during specific hours as directed by the terminal operations staff.

## Plants and Plant Materials

Shipping of plants and plant materials is discouraged by LJTE, and we assume no liabilities if such materials are damaged in transit or if damages result from delay of shipment.

## Prohibited Items

You are prohibited from tendering the following items for shipment, and they will not be accepted:

- Money, cash, coins, currency, paper money and negotiable instruments equivalent to cash, such as endorsed stocks, bonds and cash letters
- Live animals
- Animal carcasses
- Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains
- Shipments that require us to obtain a local, state or federal license or permit for their pick-up, transportation or delivery
- Shipments that may cause damage or delay to equipment, personnel or other shipments
- Lottery tickets and gambling devices where prohibited by law
- Hazardous waste. This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste. LJTE also does not accept hazardous substances in reportable quantities
- Infectious or non-infectious human or animal cells, tissue, bodily fluids, blood, blood products, plasma, or any other material derived from human or animal blood whether in liquid or solid form; biohazards; regulated or non-regulated diagnostic cultures, specimens or samples, whether infectious or non-infectious; used health care products as defined in Title 49 of the Code of Federal Regulations; and any materials regulated as UN 2814, UN 2900, UN 3373 and UN 3291
- Inhalation hazards
- Packages that are wet, leaking or emit an odor of any kind
- Live insects
- Shipments or commodities that are prohibited by applicable local, state or federal law
- Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use, and synthetic cannabinoids
- Common fireworks
- Containers of liquids with a volume exceeding 300 gallons
- Handguns, rifles, shotguns or other projectile weapons
- Waste or garbage for disposal

Notwithstanding any other provision of the Lee Jennings Target Express Service Guide, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify LJTE for any and all costs, fees and expenses LJTE incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

## Proof of Delivery

Verification of Delivery:

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Shippers may obtain proof of package delivery, including delivery date, online at [www.ljetarget.com](http://www.ljetarget.com) or by calling Lee Jennings Target Express Customer Service at (800) 229-1737. There is no additional charge for this service.

## Shipment-Status Information:

LJTE may provide selected shippers with a daily list generated from our shipment-status information. This list is provided so that shippers will have a quick, abbreviated record of packages shipped and received. Shipment-status files contain preliminary and incomplete delivery data. It is not intended or permitted to be used to file claims or to determine accurate shipment costs or whether any individual shipment fails to meet LJTE service commitments.

## Rate Quotations

Rates and service quotations by LJTE employees and agents are estimates and will be based upon information the shipper provides, but final rates and service may vary based upon the shipment actually tendered and the application of this tariff. Rates quoted will vary depending on whether (1) the shipper is a Lee Jennings Target Express account holder and (2) the shipper has discounts applied to his or her account.

Shippers will be quoted Lee Jennings Target Express Standard List Rates if they have a valid Lee Jennings Target Express account, do not have discounts applied to their account and if they charge their shipping to their account.

Shippers will be quoted Account-Specific Rates if they have a valid Lee Jennings Target Express account, have discounts applied to their account and if they charge their shipping to their account.

Shippers will be quoted Lee Jennings Target Express Retail Rates for shipments that are paid for by cash, check, debit or credit card instead of being charged to a valid Lee Jennings Target Express account.

For the most current information regarding areas served and delivery commitments, check online at [www.ljetarget.com](http://www.ljetarget.com) or contact Lee Jennings Target Express Customer Service at (909) 868-1040

## Refusal or Rejection of Shipments

LJTE reserves the right to refuse to transport any package that it, at its sole discretion, determines to be dangerous, hazardous or likely to soil, taint or otherwise damage other shippers' property or LJTE equipment, personnel or contractors, or is improperly or insecurely packaged or wrapped, or is economically or operationally impracticable to transport. Packages must be packaged and wrapped so as to pass the procedures described in the Packaging and Marking section.

## Return Options

LJTE return services are subject to all other terms and conditions provided in the LJTE claims regulations, and as a whole, the tariff. The contents of a return shipment are subject to the same restrictions and prohibited-item limitations as the original shipment.

FOR LEE JENNINGS TARGET EXPRESS RETURNS, NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO LEE JENNINGS TARGET EXPRESS, THE PARTY THAT INITIATES A RETURN SHIPMENT TRANSACTION WITH LEE JENNINGS TARGET EXPRESS IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES AND PICKUP FEES, INCLUDING ANY SPECIAL HANDLING FEES, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, IF THE SENDER OR THIRD PARTY FAILS OR REFUSES TO PAY.

## Tobacco Products

Tobacco products will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. The shipper is solely responsible for compliance with any applicable taxes and regulatory reporting requirements, which may vary from state to state.

## Undeliverable Shipments

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- The recipient refuses to pay for a bill-recipient shipment
- The recipient of a Hold at Lee Jennings Target Express Location shipment cannot be located.
- The recipient refuses to accept the shipment
- The recipient's delivery address cannot be located

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- The shipment was addressed to an area not served by Lee Jennings Target Express
- The shipment's contents or packaging are damaged to the point that rewrapping is not possible
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel
- The shipment contains prohibited items
- The recipient's place of business is closed
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts
- The shipment was improperly packaged

Undeliverable shipments may be returned via LJTE service at the payer's expense. Shipments will be returned via LJTE service at no additional charge if the shipment is undeliverable because of damage to the shipment caused by Lee Jennings Target Express. However, if the shipment is undeliverable for any other reason, LJTE reserves the right to assess return transportation charges and fees to the original payer, along with the original transportation charges and fees.

If a shipment cannot be delivered or returned or if the shipper or recipient cannot be contacted, the shipment may be transferred or disposed of by Lee Jennings Target Express at its sole discretion, with or without notice, and the shipper, if known, agrees to pay any costs incurred in the disposal.

## **Warranties**

**LJTE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES**

## **Additional Information**

Reserved