



## **2021 SERVICE GUIDE**

**Terms and Conditions of Carriage**

# TABLE OF CONTENTS

<b>Introduction</b>	3
<b>General Facts</b>	4
<b>Services and Rates</b>	5
Drop Boxes / Pickups / Deliveries	5
Service Types	6
Express Services	6
Deferred Services	9
Delivery Attempts	10
Deliveries to Residential Areas	11
Out of Service Area Shipments	11
Shipments of Alcoholic Beverages	11
Shipments of Tobacco Products	
Shipments of Hemp Products	
On-Line Services	12
Shipments to Mexico	12
LSO Service Guarantee	13
Rate Quotes	13
Service Fees	14
Fuel Surcharge	20
Dimensional Weight Pricing	21
LSO Holidays	21
<b>Payment for Services</b>	22
Credit Accounts	22
Credit Terms	22
<b>Liabilities</b>	22
Liabilities Not Assumed	23
Declared Value	24
Dangerous Goods	25
Pharmaceuticals	25
Shipments of Certain Items	25
Prohibited Items for Shipment	26
Items Subject to Shipment/Prior Approval	27
Packaging Requirements	28
Computer & Electronics	28
Markings	29
Non-Infectious Liquids	29
Perishable Items	29
<b>Claims Process</b>	30
Freight and Service Claims	30



# INTRODUCTION

Welcome to Lone Star Overnight (LSO). The information in this Service Guide describes the Terms and Conditions which apply to the transportation of any letter, document, package, or other item by LSO.

In the event of a conflict between this Service Guide and an LSO airbill, the conditions in this Service Guide will take precedence. LSO reserves the right, at any time and without notice, to change, amend, or add to the information contained in this guide including, but not limited to, information regarding rates, service, and product features.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BY LSO.



## GENERAL FACTS

For over 30 years, LSO has focused on reliable overnight delivery, utilizing both air and ground transportation, within and between Texas, Oklahoma, Western Louisiana, Southern and Eastern New Mexico. LSO's operating structure allows for high service levels, more personalized customer focus, lower damage rates, and increased flexibility than when using the national carriers within its service area.

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

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

Shippers use LSO because we:

- Provide the same, if not better, service than FedEx or UPS
- Are up to 40% less expensive
- Are easier to do business with

# SERVICES AND RATES

## DROP BOXES / PICKUPS / DELIVERIES

LSO drop boxes are conveniently located in many locations throughout our service area. For information regarding drop box locations, call customer service at **1-800-800-8984** or visit [www.LSO.com](http://www.LSO.com).

Pickup services are available in most areas for a small fee and may include additional charges associated with the volume of the shipment and the location of the pickup. Any person requesting pickup services must provide, at the time of the request, an active LSO account number or credit card number. Repeated pickup requests without packages being ready may result in the interruption of pickup service privileges.

LSO provides pickup and delivery service Monday through Friday and offers delivery on Saturday to limited areas, but no weekend pickup.

All requests for pickup and questions regarding LSO operations should be referred to [www.LSO.com](http://www.LSO.com) or by calling customer service at **1-800-800-8984**.

Deliveries are point-to-point, and we may deliver to someone other than the person designated on the airbill as the recipient. LSO may direct packages to an address or location other than the one indicated on the airbill. An Adult Signature Required or Recipient Signature Required service should be requested for deliveries that cannot be directed to an address other than the one indicated on the airbill. Shipments to facilities that utilize a central receiving area will be delivered to the central receiving area. Such locations include, but are not limited to, government offices or installations, universities, multi-dwelling residences, hospitals, and/or hotels.

LSO cannot deliver to P.O. Boxes.

A delivery signature is obtained with all business deliveries and/or upon the signature service selected on the airbill. LSO generally does not require signature for deliveries to residential areas, locations with a signature release on file, deliveries with LSO Early Overnight service, or when a signature release is indicated on the airbill. LSO does require an adult signature and proof of age for shipments of alcoholic beverages and tobacco products. Signature Required service is available for residential deliveries for an additional fee.

Signature Required services must be used in conjunction with LSO's web-based shipping system or other LSO approved automated shipping systems.

# SERVICE TYPES

## EXPRESS SERVICES

### LSO Early Next Day

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

- Available for delivery in many cities within LSO's service territory.
- Free use of LSO-provided envelopes, polys, tubes, and overnight boxes for LSO shipments.
- Unless General Signature Required, Adult Signature Required, or Recipient Signature Required service is selected at the time of shipping, LSO will not obtain a delivery signature for LSO Early Next Day deliveries and accepts no responsibility for loss or damage resulting from delivering a package without a delivery signature.
- Some extended areas may not have LSO Early Next Day service available. In the event an LSO Early Next Day package is tendered to LSO in one of these areas, LSO will still accept these packages for transport and will deliver or attempt to deliver by the end of the next business day.
- Monday – Friday pickup in most areas.
- Saturday
  - Early delivery service is not available.
  - Saturday pickup service is not available.
- Packages up to 150 lbs.; up to 108 inches in length and 130 inches in length and girth.
- This service is provided at an additional charge to LSO Priority Next Day service.
- Other fees and charges may apply.
- For a complete listing of services and areas available, please go to [www.LSO.com](http://www.LSO.com).

### LSO Priority Next Day

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

- Available for delivery throughout LSO's service territory.
- Free use of LSO-provided envelopes, polys, tubes, and overnight boxes for LSO shipments.
- Monday – Friday pickup in most areas.
- Saturday
  - Not all areas are served. Please see [www.LSO.com](http://www.LSO.com) for a listing of areas with Saturday delivery service available.
  - LSO Priority Next Day service is generally guaranteed delivery by noon on



Saturday in most areas but may be later in more rural or remote areas where commitment times are later.

- Saturday pickup service is not available.
- Saturday delivery service carries an additional charge to LSO Priority Next Day service.
- Delivery commitment times vary and may be later in rural areas.
- Packages up to 150 lbs.; up to 108 inches in length and 130 inches in length and girth.
- Other fees and charges may apply.
- For a complete listing of services and areas available, please go to [www.LSO.com](http://www.LSO.com).

## LSO Economy Next Day

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

- Available for delivery throughout LSO's service territory.
- Free use of LSO-provided envelopes, polys, tubes, and overnight boxes for LSO shipments.
- Monday – Friday pickup in most areas.
- Saturday
  - LSO Economy Next Day is not available for Saturday delivery.
  - Saturday pickup service is not available.
- Packages up to 150 lbs.; up to 108 inches in length and 130 inches in length and girth.
- Other fees and charges may apply.
- For a complete listing of services and areas available, please go to [www.LSO.com](http://www.LSO.com).

## LSO 2nd Day

Delivery time: Guaranteed delivery by the end of the second day.

- Available for delivery throughout LSO's service territory.
- Free use of LSO-provided envelopes, polys, tubes, and overnight boxes for LSO shipments.
- Monday – Friday pickup in most areas.
- Saturday
  - LSO 2nd Day is not available for Saturday delivery.
  - Saturday pickup service is not available.
- Packages up to 150 lbs.; up to 108 inches in length and 130 inches in length and girth.
- Other fees and charges may apply.
- For a complete listing of services and areas available, please go to [www.LSO.com](http://www.LSO.com).

## LSO Simple Option

- LSO Simple Option is another pricing option that can be selected when shipping using any LSO Express Service (except LSO Mexico) and provides an inclusive pricing option with few additional fees or charges.
- This pricing option utilizes unique rate tables that allow shipping of LSO Express Services with no additional fees or charges for the basic additional service features of On-Call Pickup, Residential Delivery, Remote Delivery Area, General Signature Required, Security, LSO HIPAA Service, and Fuel Surcharge.
- Declared Value, Adult Signature Required, Recipient Signature Required, LSO Early Overnight delivery, and LSO Saturday delivery are enhanced service features that are available with the LSO Simple pricing option at the current fees for those enhanced services.

LSO Simple Option pricing is available every time a shipment is made and provides a choice to the shipper to use either LSO's traditional pricing or LSO Simple Option pricing methodology each time they ship for qualified service levels.

- All service commitments, features, and guarantees are the same, whether choosing the LSO Simple pricing option or the traditional pricing option, for a shipment using the same service and shipment information.
- Free use of LSO-provided envelopes, polys, tubes, and overnight boxes for LSO Simple Option shipments.
- DIM weight rules are a weight-based measurement and apply to all LSO services, regardless of pricing options or service levels selected.
- LSO Simple Option is not available for use with LSO Deferred Services, including LSO Ground, and is also not available for LSO Mexico services.
- LSO Simple Option is not available when using pre-printed or other non-automated LSO airbills.

## LSO Mexico

Delivery time: two (2) to three (3) business days to any city in Mexico.

- Delivery is day-definite and based on the distance to your destination.
- Free use of LSO-provided envelopes, polys, tubes, and overnight boxes for LSO shipments.
- Monday – Friday pickup in most areas.
- Saturday delivery service to Mexico is not available.
- LSO Mexico service is limited to document shipments up to 2 lbs.
- Other fees and charges may apply.
- For a complete listing of services and areas available, please go to [www.LSO.com](http://www.LSO.com).



# SERVICE TYPES

## DEFERRED SERVICES

### LSO Ground

LSO's most economical service with delivery time of one (1) to three (3) business days.

- Delivery is day-definite and based on the distance to your destination.
- Available for delivery throughout LSO's service territory.
- Use of LSO-provided envelopes, polys, tubes, and Next Day boxes are not permitted for LSO Ground service. Use of LSO-provided supplies for LSO Ground service will result in the shipment being upgraded to LSO Economy Next Day service and priced accordingly.
- Monday – Friday pickup in most areas.
- Saturday delivery service is not available for LSO Ground.
- Packages up to 150 lbs.; up to 108 inches in length and 130 inches in length and girth.
- Other fees and charges may apply.
- For a complete listing of services and areas available, please go to [www.LSO.com](http://www.LSO.com).

### LSO Multi-Pak

- LSO Multi-Pak service is a total shipment-based pricing methodology available for all service levels except for Mexico.
- LSO Multi-Pak is offered on a contractual basis only.
- Packages must originate from the same shipper, at the same location, on the same day, and be delivered to the same consignee, at the same address, on the same day to be considered an eligible LSO Multi-Pak shipment.

# SERVICES AND RATES

## DELIVERY ATTEMPTS

LSO will make reasonable efforts to deliver a package. Any delivery scheduled to be made on a non-business day or holiday will be rescheduled for delivery on the following business day. Any shipment to entities which use a centralized mailroom may be made to the central receiving area. An Adult Signature Required or Recipient Signature Required service should be requested for deliveries that cannot be directed to an address other than the one indicated on the airbill. An additional fee applies for Adult Signature Required or Recipient Signature Required service.

After three attempts, if we are unable to obtain a delivery signature for any package which requires one, a notice of attempted delivery will be left at the recipient's address, and the package will be returned to our nearest facility. We will then arrange for the return of the package. All charges associated with the attempted delivery and return to shipper, when applicable, will be billed to the account indicated on the airbill.

Packages containing alcoholic beverages (as defined below) will be kept in room temperature storage at LSO offices for a period of five (5) consecutive days after three (3) delivery attempts. If, within the five (5) consecutive days, the recipient fails to report to the LSO office and/or fails to show proof at the time of pickup, the package will be returned to shipper. All charges associated with the return of the package to the shipper will be billed to the account indicated on the airbill.

LSO may attempt to deliver packages even when the recipient's address is incomplete or incorrect, including an incorrect zip code. A special handling fee will be charged for the additional service of locating the correct address. If we cannot determine the correct address and cannot reach the recipient, we may attempt to reach the sender to obtain an address correction or additional instructions, or return the package to sender at our discretion.


In the event of an incomplete or incorrect address, LSO's delivery guarantees shall not apply and no liability shall arise for failure to deliver the package in accordance with the schedules set forth in this Service Guide.

## DELIVERIES TO RESIDENTIAL AREAS

A residential delivery is a delivery to a home or private residence, including locations where a business operates from the home or to an address designated as a residential address by the US Postal Service (USPS). LSO does not generally obtain a signature for deliveries to residential areas. An additional fee applies to all deliveries made in residential areas.

Signature Required service is available with all services types for an additional fee and is not available for packages using manual or pre-printed airbills. Signature Required services must be used in conjunction with LSO's web-based shipping system or other LSO-approved automated shipping systems.

LSO may direct packages to an address or location other than the one indicated on the airbill. Any residential package using any form of signature required service will not be delivered to an



alternate address, except in cases where the shipper has authorized LSO to utilize a Pickup Up Drop Off (PUDO) location as an alternate delivery location. For clarity, delivery to a leasing office for a condominium or apartment complex shall not be considered an alternate delivery address. An additional fee applies to shipments with Adult Signature Required or Recipient Signature Required service.

## OUT OF SERVICE AREA SHIPMENTS

LSO provides time-definite and day-definite delivery service to points within our service area. If we are tendered a package for shipment outside our service area, we may, at our option, return the package to the sender or accept the shipment for consignment to another carrier.

If the package is tendered to another carrier for shipment, the shipper will be responsible for the cost of transportation by the other carrier (at that carrier's published retail rates) as well as any pertinent surcharges, plus a service fee payable to LSO.

Our delivery of a package to another carrier for delivery outside our service area constitutes delivery of the shipment by LSO. Claims or inquiries arising from service provided by another carrier should be directed to that carrier.

## SHIPMENTS OF ALCOHOLIC BEVERAGES

An, "alcoholic beverage," is any beverage that is suitable for human consumption and contains at least one-half of one percent or more of alcohol by volume, including but not limited to spirits, wine, and beer.

Alcoholic beverages may be accepted for transportation by LSO on a contractual basis and only from shippers who are licensed and authorized under applicable laws to ship such products in LSO's service area. In Texas, only wine is allowed for shipment; beer and spirits are not allowed for delivery in Texas.


The shipment of alcoholic beverages requires the use of Adult Signature Required service for each package containing such products. Adult Signature Required services must be used in conjunction with LSO's web-based shipping system or other LSO-approved automated shipping systems. An additional fee for this service will be added to the cost of each package in a shipment. The service is not available for packages using manual or pre-printed airbills.

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

(See page 28 for a complete set of regulations applicable to shipments of alcoholic beverages.)

## SHIPMENTS OF TOBACCO PRODUCTS

A, "tobacco product," is any product that is made from or derived from tobacco and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar,



pipe tobacco, chewing tobacco, snuff, snus. The term also includes, but is not limited to, any electronic smoking device and any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, or liquids used in electronic smoking devices, whether or not they contain nicotine.

Tobacco products may be accepted for transportation by LSO on a contractual basis and only from shippers who are licensed and authorized under applicable laws to ship such products in LSO's service area.

The shipping of tobacco products requires the use of Adult Signature Required service for each package containing such products. Adult Signature Required services must be used in conjunction with LSO's web-based shipping system or other LSO-approved automated shipping systems. An additional fee for this service will be added to the cost of each package in a shipment. The service is not available for packages using manual or pre-printed airbills. Any shipment to a consumer or a residential address that contains a tobacco product shall not exceed 10 lbs.

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

(See page 28 for a complete set of regulations applicable to shipments of tobacco products.)

## SHIPMENTS OF HEMP PRODUCTS

The term, "Marijuana," as used in this Service Guide is defined in 21 U.S.C. §802(16). Shipments of Marijuana are prohibited under any circumstances, even when Marijuana is for medicinal purposes or is otherwise legal under a state's law.

The term, "Hemp," as used in this Service Guide is defined in 7 U.S.C. § 16390. Hemp is prohibited from shipment when in plant form.

Shipment of products made from Hemp (including Cannabidiol - CBD) ("Hemp Products") may be accepted for transportation only as permitted by all applicable state and federal laws. It is the responsibility of the shipper to ensure compliance with all such laws, including the Food, Drug & Cosmetic Act, 21 U.S.C. §321, et seq.

CBD/Hemp liquid products intended for vaporization are subject to the same policies as tobacco products set forth above.

LSO reserves the right to dispose of any shipment containing Marijuana, Hemp or Hemp products tendered for shipment which shippers are prohibited from shipping, which LSO is not authorized to accept, which LSO states that it will not accept, or which UPS has a right to refuse.

Hemp Products may be accepted for transportation by LSO on a contractual basis and only from shippers who are licensed and authorized under applicable laws to ship such products in LSO's service area.

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

## ON-LINE SERVICES

LSO offers comprehensive on-line services:

- Ship with Account
- Ship with Credit Card
- Calculate Rates
- Delivery Options
- Schedule a Pickup
- Find a Drop Box
- Fuel Surcharge Information
- Service Areas
- Open an Account
- Payment Options
- Statement / Invoice Retrieval
- Track a Package
- WebShip
- Order Supplies
- Customer Cookie Program
- Company General Information
- Partners Information
- Holiday Schedule
- Careers

## SHIPMENTS TO MEXICO

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


- Documents only
- Weight limit of two (2) lbs. or less
- No Declared Value services

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

## LSO SERVICE GUARANTEE

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

1. Service Guarantee – If we deliver your shipment after our published delivery deadline and are notified within 30 calendar days, we will either refund the charges or credit your account. LSO cannot give refunds or credits if the delay has been caused by an incorrect or incomplete address, the refusal or inability of the recipient to accept the package at delivery, return of the shipment, or any of the reasons outlined in the section titled “Liabilities Not Assumed.” Our guarantee only applies to shipments sent within our service area.
2. Package Status Guarantee – “Package status” is defined as the information regarding the location of your package in our tracking system. If we are unable to report the status of your package in our tracking system within 90 minutes after its scheduled delivery time, upon



request, we will either refund the charges or credit your account for the amount charged for delivery of that particular package. Any refund request must be made within 15 days after the date of the shipment. To request package status information, you must provide your customer number, airbill number, date of the shipment, and the recipient's name, address, and zip code. Our package status guarantee applies only to LSO Early Overnight, LSO Priority Next Day, LSO Standard Next Day, LSO Economy Next Day, and LSO Saturday services for shipments sent within our service area.

*EXCEPTION: Service guarantees may be waived during or after inclement weather occurring at any point of the shipment's route and/or during observed LSO Holidays or days near said Holidays with reduced service. LSO Ground and Multi-Pak Service guarantees are suspended for the 14 days prior to Christmas. LSO Express Service guarantees are suspended for the 5 days prior to Christmas. LSO reserves the right to modify service guarantees at its sole discretion and without prior notice.*

## RATE QUOTES

Any rate and/or service quotes provided by LSO employees will be calculated based on information provided by the customer, but final rates or service will be determined based on the actual services provided during shipment. LSO reserves the right to audit airbills and shipment particulars to confirm the package weight and service selected. If either weight or service selected is discovered to be incorrect, we will make appropriate changes to the invoice and/or airbill.

Please note that not all fees are included in the online rate calculator. There may be additional charges based on the dimensions of your package or specialized services you may use. Please consult this LSO Service Guide for details on these charges.

For current rates, visit [www.LSO.com](http://www.LSO.com) or call our customer service department at **1-800-800-8984**.

For credit requests and package status guarantees, please email [billinginquiry@lso.com](mailto:billinginquiry@lso.com)

## SERVICE FEES

LSO base delivery rates do not include fees corresponding to additional services. LSO service fees include, but are not limited to:

### LSO Early Next Day delivery


A surcharge applies to packages with LSO Early Next Day delivery service. The surcharge also applies to shipments utilizing the LSO Simple Option.

### LSO Priority Next Day for Saturday delivery

A surcharge applies to packages with LSO Saturday delivery service. The surcharge also applies to shipments utilizing the LSO Simple Option.

### Residential Area Delivery \*





A per package residential delivery charge applies to shipments to a home or private residence, including locations where a business is operated from a home, or to any shipment in which the shipper has designated the delivery address as a residence or where there is a residential address designation through the USPS or through a third-party address validation service provider. This charge does not apply to Express shipments utilizing the LSO Simple Option. LSO Simple Option is not available for LSO Ground shipping.

### **Remote Delivery Area \***

A per package delivery area surcharge applies to packages delivered to select USPS postal codes. This charge does not apply to Express shipments utilizing the LSO Simple Option. LSO Simple Option is not available for LSO Ground shipping.

### **LSO Over the Threshold (OTT) Delivery Service**

LSO's Over the Threshold service is a value-added service for medical and healthcare shippers. LSO drivers alerted to an OTT type delivery, will be instructed via the scanner to wait a minimum of thirty seconds for recipients to get to the door due to the nature of the recipients age or health situation. After waiting 30 seconds, the driver will follow normal driver release procedures as long as package is not a signature or adult signature required service.

Delivery time: Shipments can be of any service type. Express shipment deliveries will follow delivery time commit service levels offered and Ground shipments will be delivered by end of day.

- Available for delivery throughout LSO's service territory.
- Monday – Friday pickup in most areas.
- Saturday pickup service is not available.
- Saturday delivery service carries an additional charge.
- Packages up to 150 lbs.; up to 108 inches in length and 130 inches in length and girth.
- Other fees and charges may apply.
- For a complete listing of services and areas available, please go to [www.LSO.com](http://www.LSO.com).
- This delivery must be carried “over the door entry threshold” at the main entrance of a dwelling (building, house or apartment). We will take one step in the doorway and set the package(s) just inside the doorway for the customer.
- There are no requirements to place packages in any other room of the residence other than the room initially entered into through the door that was answered and opened by the customer.
- LSO will always get the customer consent prior to entering the doorway and be clear that this is an over the threshold delivery.
- There are no requirements and service providers should not open, unpack or stack merchandise for the customer.

## Manual Airbill Processing

Using LSO pre-printed or handwritten airbills have a per package fee associated with their use. Shippers can avoid this fee by processing shipments via [www.LSO.com](http://www.LSO.com) or using an approved LSO electronic shipping system.

## On-Call Pickup \*

You can have your shipment picked up from your home or office by scheduling your On-Call Pickup one of two ways, online at [www.LSO.com](http://www.LSO.com) or by calling our customer service at 1-800-800-8984. On-Call Pickup fees are assessed per package based on the service level chosen.

## Online On-Call Pickup

You can schedule and save money when scheduling an On-Call Pickup online by visiting [www.lso.com/access/pickuprequest.aspx](http://www.lso.com/access/pickuprequest.aspx) and either enter your account information or view the easy “step-by-step instructions on how to schedule an on-line pick up” with LSO, in lieu of calling an LSO Customer Service Representative. A per package charge applies when you request an On-Call Pickup at a specific location, including requests made using [www.LSO.com](http://www.LSO.com), LSO or an LSO authorized electronic shipping systems to request a pickup on the same day or a future day.

## Customer Service Representative Assisted On-Call Pickup

If preferred, you may also schedule an On-Call pickup by calling our Customer Service at 1-800-800-8984 and we would be happy to assist. A per package charge applies when you request an On-Call Pickup at a specific location by calling LSO customer service at 1-800-800-8984 to request a pickup on the same day or a future day.

For accounts that have regular scheduled pickup service, this fee will only be assessed if an On-Call Pickup is requested in addition to the regular scheduled pickup(s). This charge does not apply to customer who tender packages to LSO via an LSO Drop Box, to an LSO location, or for customers who have selected the LSO Simple Option when shipping an Express service package. The LSO Simple Option is not available for LSO Ground shipping.

## Regular Scheduled Pickup

LSO may provide regular scheduled pickup service and the charge for this service will be associated to the account with the regular scheduled pickup. To provide maximum customer flexibility, the charge is broken down per day for each scheduled regular pickup during the week and will be assessed even when no packages are picked up on the scheduled day. The charge may be reduced or eliminated depending on the revenue for the period. The total revenue for the period will be divided by the daily revenue threshold and rounded down. This result will be the number of regular scheduled pickups that will have no regular pickup fee for meeting minimum revenue requirements.

Example: An account has five (5) regular scheduled pickups per week with a weekly revenue of \$46 and a revenue threshold per pickup of \$10. \$46 divided by \$10 equals 4.6, then rounding down yields four (4) regular scheduled pickups during the week for no fee. Subtracting the four (4) regular scheduled pickups with no fee from the total of five (5), yields only one (1) day of regular pickup service that will be charged the regular scheduled pickup fee.



## Incorrect or Incomplete Address

If LSO is unable to deliver a package as addressed by the shipper or if the package has an invalid, incorrect, or incomplete address, LSO will make reasonable efforts, as determined by LSO at its sole discretion, to secure the correct or complete address. If the correct or complete address is secured, LSO will attempt delivery. LSO will provide the shipper with the corrected address, and an incorrect address charge will be assessed.

## Fuel Surcharge \*

LSO reserves the right to assess a fuel surcharge on shipments without notice (see “Fuel Surcharge” section for more detail). This charge does not apply to Express shipments utilizing the LSO Simple Option. LSO Simple Option is not available for LSO Ground shipping.

## Overweight or Unauthorized Shipment

Packages over 150 lbs. in actual or dimensional weight are not accepted in the LSO system. If LSO accepts such shipments at its option, the package will be assessed an overweight/unauthorized charge.

## Oversize Shipment

Packages over 108 inches in length on one side or over 130 inches in length plus girth are not accepted in the LSO system. If LSO accepts such shipments at its option, the package will be assessed an oversize charge.

## Additional Handling

An Additional Handling charge will be assessed for any package that requires special handling, as determined by LSO in its sole discretion, including, but not limited to:

- Any article that is encased in an outside shipping container made of metal or wood.
- Any cylindrical-like item, such as a barrel, drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container.
- Any package with the longest side exceeding 60 inches.
- Any package with an actual or dimensional weight of more than 50 pounds.
- Any package with an actual weight over 70 pounds that is part of an LSO Multi-Pak shipment.
- If an Oversize or Unauthorized fee has been applied to a package, the Additional Handling fee will not be applied.

## Declared Value

Packages with a declared value in excess of \$100 will be assessed a Declared Value fee per \$100 of declared value, subject to a minimum declared value of three (3) times the per \$100 declared value charge. Shipments with a declared value of \$500 or more will automatically be designated as signature required and will be assessed a General Signature Required fee in addition to any



Declared Value services and should be shipped using LSO's website at [www.LSO.com](http://www.LSO.com) or an LSO-authorized shipping solution.

## **Incorrect/Incomplete Billing Information**

If package level data necessary for billing, including but not limited to LSO service type, LSO airbill number, account number, weight, complete origin address including zip code, complete consignee address including zip code, credit card information as applicable is not available, LSO may utilize historical shipper level or system level data at its sole discretion to reasonably approximate the missing data to process billing. By tendering the package to LSO, you agree to pay the charges as determined by LSO, using reasonable historical shipper or system level data at LSO's sole discretion to approximate the missing package level data when the actual package level data is incomplete or missing. In the event missing package level detail is the result of shipper omission, error, or failure to transmit package data to LSO, a Billing Correction fee may also be applied to each package missing package level detail necessary for billing.

## **Billing Corrections**

In the event a package cannot be billed due to missing package level data as a result of shipper error, omission, or failure to transmit package level detail to LSO each day, a Billing Correction fee may be assessed for each package missing package level data necessary for billing. Such package level data necessary for billing includes LSO service type, LSO airbill number, account number, weight, complete origin address including zip code, complete consignee address including zip code, credit card information as applicable and will also apply to third party billing situations where the third party fails to pay the shipping charges.

## **Return Shipments**

When returning a shipment to the shipper, LSO, at its sole discretion, may prepare a new airbill and return the shipment to the shipper at the applicable rates. Return shipments are considered a new shipment.

## **Re-routing of Shipments**

A shipping fee is billed to the account number specified on the LSO airbill or shipping label for each re-routed package. Re-routes include delivering to a different address in the same city or changing a hold-at-location instruction to delivery driver.

## **General Signature Required \***

LSO will obtain a signature before releasing the shipment. Packages with General Signature Required service may be directed to an alternate location other than the address on the package, such as a neighbor or as specified by the consignee. This charge does not apply to Express shipments utilizing the LSO Simple Option. LSO Simple Option is not available for LSO Ground shipping.

## **Adult Signature Required**

LSO will obtain an adult (over 21 years of age) signature before releasing the shipment. Packages with Adult Signature Required service will not be directed to an alternate location in

the event the delivery cannot be completed and will have up to three (3) delivery attempts before being returned to the shipper.

## **Recipient Signature Required**

LSO will obtain a specific consignee signature that matches the recipient named on the package before releasing the shipment. Packages with Recipient Signature Required service will not be directed to an alternate location or released in the event the delivery cannot be completed without written direction from the shipper and will have up to three (3) delivery attempts before being returned to the shipper.

## **Security or Controlled Access \***

A Security or Controlled Access fee may be assessed if delivery is to a secure delivery location that involves security processes including, but not limited to, security screening, controlled gate access, package and/or personnel inspection, etc. This charge does not apply to Express shipments utilizing the LSO Simple Option. LSO Simple Option is not available for LSO Ground shipping.

## **LSO HIPAA Service \***

If selected by the shipper, LSO will provide a driver who has completed training in maintaining HIPAA (Health Insurance Portability and Affordability Act) confidentiality. The charge for this service is applied at the account level for pickup service using a HIPAA confidentiality trained driver and on a per package basis for delivery using a HIPAA confidentiality trained driver. This charge does not apply to Express shipments utilizing the LSO Simple Option. LSO Simple Option is not available for LSO Ground shipping.

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

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


### **Preparation and listing of C.O.D. Packages**

Shippers will generate, and apply to each C.O.D. Package, a system generated address label with the acronym C.O.D. and the amount to be collected for each individual Package. Shipper acknowledges and agrees that any package tendered to LSO without a C.O.D. label or without transmitting the C.O.D. package shipment data to LSO on the day of shipping will not be considered as a C.O.D. Package and shall be delivered as prepaid with no C.O.D. amounts to be collected by LSO.

### **Responsibility for C.O.D. Shipments**

Upon Delivery of each C.O.D. Package, LSO will attempt to collect the amount shown on the C.O.D. system generated label attached to the Package and transmit to the Shipper the amount so collected or, if collection cannot be made, will return the Package to the Shipper per LSO's normal return policies. LSO will only deliver a C.O.D. Package when the total amount due on all C.O.D. Packages is received by LSO. LSO will not deliver partial shipments and will not accept partial payments for any C.O.D. Package.

The Shipper must notify LSO within 45 days from the date of shipment of a C.O.D. Shipment if the shipper has not received payment of the C.O.D. amount, or any claim relating thereto shall



be deemed waived. If collection cannot be made within three Delivery attempts, or the Consignee refuses Delivery, LSO will return the Package to the Shipper per LSO's normal return policies.

### Consignee's Checks in payment of C.O.D. Deliveries

LSO reserves the right to only accept a cashier's check, money order, official bank check, or company check issued by or on behalf of the Consignee. LSO will not accept a personal check or cash. LSO will not verify the payee on the check. All checks tendered in payment of C.O.D.s will be accepted by LSO based solely upon the Shipper assuming all risk relating thereto, including, but not limited to, risk of non-payment, insufficient funds, and forgery, and LSO shall not be liable upon any such instrument. All checks will be transmitted to the Shipper.

### C.O.D. Remittance Verification

In the event that a Shipper notifies LSO, within a timely manner, that the Shipper has not received payment of the C.O.D. amount, if LSO's records show that it collected a C.O.D. payment,

LSO may, in its sole and unlimited discretion, provide the Shipper with a digital image of the check or money order in order to assist the Shipper in locating the missing C.O.D. payment.

## Restrictions

C.O.D.s are accepted for amounts up to \$2,500 per Package.

Entry of a C.O.D. amount is not a declaration of value for carriage. Payment of the C.O.D. charge does not constitute payment of the declared value charge and any Declared Value service desired by the Shipper must be selected at time of shipment for which there is a separate Declared Value services charge and any Declared Value shall be subject to LSO's then current Service Guide Terms and Conditions of Service as it pertains to Declared Value service.

LSO will not accept cash or a personal check for a C.O.D. Package.

## Charges for C.O.D. Collections

An additional charge will be assessed for each C.O.D. Package tendered to LSO per LSO's then current Service Guide Terms and Conditions of Service.

## C.O.D. Remittance

Subject to the following provisions of this Section, LSO shall remit C.O.D. collections to the Shipper after the date of collection provided the Shipper is not past due on its accounts receivable with LSO. In the event the Shipper is past due on its accounts receivable with LSO, LSO may utilize any C.O.D. remittance amounts collected towards the settlement of such past due amounts, up to the full amount past due, at LSO's sole discretion.

*\* There is no additional fee for these services when using the LSO Simple Option for qualified services.*

## PROOF OF DELIVERY CONFIRMATION LETTER

Proof of delivery confirmation letters including digitized signatures (if available) can be accessed at LSO.com for a small fee. This fee is billed to the account specified on the LSO airbill. A charge is assessed per each LSO airbill specified.

## FUEL SURCHARGE

We reserve the right to assess fuel and other surcharges on shipments without notice. We will determine the amount and duration of any such surcharges at our sole discretion. By tendering your shipment to LSO, you agree to pay the surcharges as determined by LSO. The fuel surcharge percentage will be subject to adjustment weekly using a rounded average of the U.S. Gulf Coast (USGC) spot price for a gallon of kerosene-type jet fuel for LSO Express Services as published weekly by the U.S. Department of Energy. For LSO Ground, the fuel surcharge percentage will be subject to adjustment weekly using a rounded average of the National U.S. On-Highway Average price for a gallon of diesel fuel, as published weekly by the U.S. Department of Energy. Fuel surcharges will be calculated as a percentage of shipping and other charges based on LSO published rates, unless otherwise agreed to by LSO at LSO's sole discretion.

Changes to the fuel surcharge will be effective on Monday of each week. Historical weekly fuel surcharges are available at [www.LSO.com](http://www.LSO.com).

## DIMENSIONAL WEIGHT PRICING

LSO may charge additional fees for transportation costs based on volumetric standards.

LSO dimensional weight for LSO Express Services is determined by multiplying length times width times height of each package (in inches) and dividing by 139. If the amount determined under that formula is in excess of the actual weight of the package, the charge for the shipment will be based on the dimensional weight.

LSO dimensional weight for LSO Ground Service may apply to shipments that are greater than one (1) cubic foot (1,728 cubic inches). Dimensional weight is calculated by multiplying length times width times height of each package (in inches). If the total amount determined under this formula is greater than 1,728 inches or more, the total amount will be divided by 139 to get the dimensional weight.

LSO maximum dimension limits specify that no package shall weigh more than 150 lbs., be no more than 108 inches long, and measure no more than 130 inches in length plus girth (two times the width plus two times the height).

Packages in excess of 150 lbs., 108 inches in length, or 130 inches in length plus girth will be assessed an additional Oversize or Unauthorized fee if accepted. LSO reserves the right to reject such shipments at its sole discretion.

## LSO HOLIDAYS

LSO generally observes the following holidays; however, we reserve the right to amend this schedule at any time and without prior notice.

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day


NOTE: No delivery services are offered on the Saturday after the Thanksgiving holiday.

# PAYMENT FOR SERVICES

## CREDIT ACCOUNTS

You may pay for your shipment by credit card (Visa, Mastercard, American Express, or Discover) or you may charge the shipment to a valid LSO customer account.





LSO customer accounts are available to businesses only. Requests for customer numbers are subject to a credit investigation and verification. These numbers are non-transferable, and any misuse can result in a termination of shipping and/or credit privileges.

If no credit card number or valid LSO customer number appears on the airbill, we will either return the package to the shipper or deliver it to the recipient, at our option. A handling fee in addition to the shipping charge will be billed to the shipper if the package is delivered.

Electronically captured data will be used for billing purposes in the event a billing copy of the airbill is not available at the time of billing.

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

The holder of an LSO account is responsible for all charges to the account, including those incurred by unauthorized users. The protection or unauthorized release of an account number is the sole responsibility of the account holder.

## CREDIT TERMS

The credit cycle begins on the invoice date, and payment is due in full within 15 days from the invoice date. If you are unable to keep your account current, you will be placed on a “prepaid only” status, which may limit your ability to receive service.

Accounts which are not kept current are subject to an “interruption of service” status, which may cause your shipment to be detained or delayed in transit. To reinstate service, you must contact LSO to make payment or payment arrangements. LSO may choose not to restore credit privileges, even after all past due charges have been paid. If a situation requires that a suit be filed to collect the aforementioned unpaid charges, you agree to be liable for all reasonable costs, which include, but are not limited to, attorney fees, collection agency fees, interest, and court costs. LSO does not provide consumer credit privileges.

No refunds, adjustments, credits, or claims will be paid if your LSO account, or any account opened in conjunction with your account, is more than 60 days past due. Requests for invoice adjustments due to an overcharge dispute must be submitted within 60 days of the original invoice date or within 60 days of the ship date if the package was billed to a credit card or paid in cash. Billing adjustments may be submitted electronically to [billinginquiry@LSO.com](mailto:billinginquiry@LSO.com).

Please remit payments to:

Lone Star Overnight, LLC

PO Box 654386

Dallas, TX 75265-4386

# LIABILITIES

## LIABILITIES NOT ASSUMED

Any failure by us to enforce or apply a term, condition, or provision of the LSO Service Guide does not constitute a waiver of that term, condition, or provision and does not otherwise impair our right to enforce such term, condition, or provision.

LSO accepts no liability and will make no refund or credit adjustment for any loss, damage, delay, misinformation, or failure to provide information, misdelivery, or non-delivery due to the following factors:


- Disruptions in air or ground transportation networks due to events beyond our control, including, but not limited to, weather conditions or phenomena, strikes, natural disasters, perils of the air, public enemies, terrorism, public or governmental authorities acting with actual or implied authority of law, local disputes, civil disruptions, or acts or dangers of war.
- Shipper's violation of any of the LSO Terms and Conditions listed in this LSO Service Guide, airbills, or any current LSO official forms or publications.
- The nature of the shipment, including any defects
- Verbal or written pickup, delivery, or billing instructions provided by the shipper or recipient or persons claiming to represent the shipper or recipient of the package
- Claims of loss or damage to packages with unbroken seals at time of delivery
- Inability to provide a copy of the delivery records
- Failure to honor orientation stickers or markings on package ("up" and/or "down" arrows, "fragile" stickers or writings, etc.)
- The use of an inaccurate, incomplete, or invalid account number or credit card number
- The use of an account by an unauthorized agent
- Lack of notification for delay, loss, or damage of your shipment or inaccuracy of such notice
- Shipments containing a prohibited item
- Claims for shipments released without a signature under services and conditions for which LSO does not require a delivery signature
- Perishables
- Insufficiently or inappropriately packed shipments

Claims for shipments of used electronics are limited to \$100.

Upon the occurrence of any of these events, LSO pledges to serve our customers by making reasonable alternative delivery plans as rapidly as possible under the circumstances.

LSO reserves the right to open and inspect any package tendered for shipment. Failure to do so





in no way waives our right to inspect such packages.

LSO reserves the right to refuse to handle a shipment when, in our opinion, that shipment poses a threat of damage or injury to other packages, personnel, equipment, or when the shipment is prohibited by law or by conditions in this Service Guide.

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

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

## DECLARED VALUE

LSO does not provide insurance coverage of any kind.

LSO maximum liability for any loss, damage, delay, mis-delivery, non-delivery, misinformation, or failure to provide information is limited to the declared value of \$100, unless a greater and verifiable amount is declared on the manual airbill or submitted electronically for the package at the time of tender and an additional fee paid for such value. If the declared value is more than \$100, but less than \$301, the declared value for the shipment will be billed at the \$300 minimum rate.

For shipments with a declared value of \$500 or more, the use of General Signature Required service is mandatory at the then applicable rate.


The responsibility of proving actual damages, as well as additional risk or exposure in excess of the shipment's declared value as a single unit or airbill, falls solely on the shipper. LSO will not assume liability for amounts in excess of the declared value indicated and paid for by the shipper.

Except as outlined below, the maximum declared value for any LSO package is \$25,000. A limit of \$500 of declared value will be imposed on packages containing items of "extraordinary value," including, but not limited to, the following: artwork, jewelry, furs, precious metals, film, photographic images, negatives, chromes or slides, antiques, collector's items, glassware, pharmaceuticals, prescribed medication, any items placed in LSO drop boxes, items such as, but not limited to, gift cards and/or certificates, traveler's checks, money orders, prepaid calling cards, lottery tickets, airline tickets, and any other commodity considered by LSO to be of uncertain hazard or risk will be limited to only the value of replacing, stop pay, or reissue of such items. Under no circumstances will LSO assume liability for the face value or negotiable value of such items. A limit of \$100 of declared value will be imposed on shipments of used electronics.

Declared Value service should not be used and LSO will not assume liability pursuant to "Liabilities Not Assumed" items nor "Prohibited Items for Shipment" as listed in this LSO Service Guide, except when prior approval, in writing, has been given by LSO.

Regardless of the declared value of a package, LSO's liability for loss or damage or failure to provide information will not exceed the original cost, repair cost of the shipment's contents, its replacement cost, or its depreciated value, whichever is less.

Even when a higher value has been declared, LSO is not liable for any amount over the actual



value of the contents of the shipment or any special or consequential damages, including, but not limited to, loss of income or profits, whether or not such damages were foreseeable.

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

## DANGEROUS GOODS

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

Shipments that contain lithium batteries are considered dangerous goods or hazardous materials shipments. Shipments that contain such products must be pre-approved by LSO. Shipper is solely responsible for properly preparing shipments containing lithium batteries in accordance with all applicable regulations, including but not limited to hazardous material labelling. Incidents involving batteries and battery powered devices including those that result in a fire, violent rupture, explosion, or dangerous evolution of heat will be reported to Pipeline and Hazardous Materials Safety Administration (PHMSA). Any shipment containing damaged batteries will be destroyed at the cost of shipper.

Some tobacco product shipments, such as electronic cigarettes (also known as vaping products) may include batteries. LSO will only accept these products for ground transportation if they are considered non-hazardous by meeting the following criteria:

1. The battery is contained within the equipment.
2. The battery falls within the exception from the Hazardous Materials Regulations (HMR) for shipments containing, “small,” lithium ion and metal batteries. See 49 C.F.R. § 173.185 (products meeting the specifications of § 173.185(c) are exempt from HMR, including any requirement that the carrier placard the vehicle, or the driver hold a hazmat endorsement to his/her commercial driver’s license)

LSO will only agree to accept for ground transportation lithium batteries that do not exceed the size and quantity limitations described above.

LSO provides, “general awareness,” training regarding the risks involved with lithium batteries in particular, and how to spot potential issues (such as packages bearing a Class 9 label or similar indication that the batteries may not qualify as an excepted quantity).

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

## PHARMACEUTICALS

It is the sole responsibility of the shipper for complying with all applicable local, state, and federal laws, regulations, ordinances, and rules governing the shipment of pharmaceuticals.

Packages containing pharmaceuticals should not exhibit markings, labels, or any written notice declaring the contents as pharmaceuticals.

## SHIPMENTS OF CERTAIN ITEMS

- Packages containing alcoholic beverages (wine only in Texas; beer and spirits are not allowed) tobacco products, and Hemp Products are accepted for transportation only on a contractual basis and only from shippers who are licensed and authorized under applicable laws to ship alcoholic beverages, tobacco products, [and/or Hemp Products](#), as applicable, in LSO's service area.
- The shipper agrees to the provisions set forth in the approved LSO agreement for the transportation of alcoholic beverages, tobacco products [and/or Hemp Products](#), as applicable, and must have a signed contract on file with LSO.
- The shipment of alcoholic beverages and/or tobacco products requires the use of Adult Signature Required service, requesting an adult signature for each package containing such products. Signature required services must be used in conjunction with LSO's web-based shipping system or other LSO-approved automated shipping systems. An additional fee for this service will be added to the cost of each package in a shipment. The service is not available for packages using manual or pre-printed airbills.
- It is the responsibility of the shipper to ensure that a package tendered to LSO does not violate any federal, state, or local laws or regulations applicable to the package.
- LSO reserves the right to dispose of any alcoholic beverages, tobacco products, or Hemp Products tendered for shipment which shippers are prohibited from shipping, which LSO is not authorized to accept, which LSO states that it will not accept, or which LSO has a right to refuse.
- The shipper agrees to indemnify, defend, and hold harmless LSO, its parent corporation and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a governmental agency or any other person or entity arising from or relating to the transportation of a package containing alcoholic beverages, tobacco products and/or Hemp Products, or from the shipper's noncompliance with LSO's requirements for the shipment of such products or governmental laws or regulations applicable to the transportation of alcoholic beverages, tobacco products, [and/or Hemp Products](#). Under no circumstances shall LSO be liable for special, incidental, or consequential damages arising from the transportation of a shipment of alcoholic beverages tobacco products, and/or Hemp Products.
- LSO reserves the right to discontinue service to any shipper for, among other reasons, tendering a package containing alcoholic beverages tobacco products, and/or Hemp Products that does not comply with all applicable laws or the LSO Service Guide/Terms and Conditions of Service relating to the shipment.


## PROHIBITED ITEMS FOR SHIPMENT

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

- Fireworks
- Money, cash, currency, paper money, negotiable instruments which represent cash-like bonds, cash letters, and endorsed stocks
- Live animals to include birds, fish, insects, and reptiles; Human corpses, human organs or body parts, cremated or disinterred human remains except as permitted below, subject to prior approval
- Animal carcasses (This restriction does not apply to properly packaged meat, poultry, or fish products intended for human consumption). Parts intended for taxidermy may be accepted if properly packed.
- Hazardous materials or dangerous goods for which LSO is prohibited from accepting
- Infectious or suspected infectious materials
- Shipments that may require special license for transportation or that may cause damage or harm to personnel, equipment, or other shipments
- Any item whose transportation is prohibited by law, statute, or regulation, for any reason, in a state where it is intended to be transported
- Any item which requires LSO to obtain a local, state, or federal license for its transportation
- Wet, leaking, or odorous packages
- Dry ice may be accepted in quantities under five (5) lbs. per package for LSO Express Services when used as refrigerant only and in conjunction with non-hazardous materials shipments. It is the sole responsibility of the shipper for complying with all applicable local, state, and federal laws, regulations, ordinances, and rules governing any shipment containing dry ice.

## ITEMS SUBJECT TO SHIPMENT/PRIOR APPROVAL

- Firearms and/or ammunition. (Shipper is responsible for compliance to local, state, and federal laws). LSO accepts packages containing firearms (as defined by Title 18, Chapter 44, and Title 26, Chapter 53 of the United States Code) only (a) between licensed importers, licensed manufacturers, licensed dealers, and licensed collectors (as defined in Title 18, Chapter 44 of the United States Code), and government agencies; and (b) where not otherwise prohibited by federal, state, or local law from (i) an individual to a licensed importer, licensed manufacturer, licensed dealer, or licensed collector; and (ii) from a licensed importer, licensed manufacturer, licensed dealer, or licensed collector to an individual. The shipper shall comply with and shall ensure that each shipment containing firearms complies with all federal, state, and local laws applicable to the shipper, recipient, and package. The packaging must not



be marked, labeled, or otherwise identify as containing a firearm. Drop Box and On-Call Pickup services are prohibited on shipments containing firearms. Shipments are permitted between:

1. Licensee to licensee
  2. Licensee to consumer (Must use Adult Signature Required service)
  3. Consumer to licensee
- Alcoholic beverages via approved contract
  - Tobacco products via approved contract
  - Biological substances, Category B, and Exempt Human or Animal Specimens (Shipper is solely responsible for compliance to local, state, and federal laws and regulations)
  - Perishables including, but not limited to, plants, meat, poultry, fish, etc. The following shall apply in all instances:
    1. Shipments must be business-to-business unless otherwise approved by LSO.
    2. Shipper must package shipments to allow for the safe transportation of perishables and to prevent damage to other packages.
    3. It is the responsibility of shipper to adequately package shipments for all temperature extremes and handling conditions.
    4. Shipper acknowledges that LSO cannot assume liability for loss of any perishable shipments tendered to LSO and agrees that shipping such items is at their own risk and not to file any claim due to a perishable nature of a shipment.

## PACKAGING REQUIREMENTS


It is the shipper's responsibility to pack all packages for safe transportation given customary care in handling. The provision of supplies for a shipment by LSO or the assistance of a driver in packaging the item does not remove the shipper's responsibility for adequate and sufficient packaging in accordance with the nature of the item being shipped or create liability on the part of LSO for damages of any kind.

The recipient's address should include name, street address, and street zip code marked durably and legibly. If a package leaks or is damaged due to inadequate packaging it will be returned to shipper (if possible) at shipper's expense.

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

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





LSO will assume LSO Priority Next Day service and rate when shipper fails to select a service type on a manual airbill.

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

## Computer & Electronics

Laptop, desktop, notebook, mini-computers, computer components, electronic equipment of all types, electronic testing, and all electronic diagnostic and measuring instruments must be packaged in the original manufacturer's packaging in order to file a claim for damage. Original manufacturer's packaging is subject to review by LSO based on current industry standards of similar items or shipments.

## Markings

There will be no special handling of shipments marked "Fragile," "Refrigeration Required," or orientation markings to include, but not limited to: "This End Up" or "Up" arrows. We assume no liability for extremely fragile items including, but not limited to, the following: fluorescent tubes, X-ray tubes, light bulbs, flat panel display screens of all types and models, neon lighting and neon signs, and scale models (such as architectural models).

## Non-Infectious Liquids

Urine, blood, and other non-infectious liquid diagnostic specimens and all other liquids will only be accepted in a three-layered, leak-proof transport system. This system should consist of an airtight primary receptacle placed inside of a secondary, watertight receptacle along with absorbent packing material sufficient to absorb contents of the primary receptacle, and then placed into a final sturdy, watertight outer container. A sturdy outer container must be constructed of rigid plastic, fiberboard, wood, or corrugated cardboard designed for such purposes. Styrofoam and regular LSO Express delivery packaging, plastic, and paper bags are considered to be insufficient and are prohibited. Shipment of infectious or suspected infectious materials is prohibited.

## Perishable Items

Perishable items may be accepted for transport if properly packed in a three-layered, leak-proof transport system. This system should consist of an airtight primary receptacle placed inside of a secondary, watertight receptacle along with absorbent packing material sufficient to absorb contents of the primary receptacle, and then placed into a final sturdy, watertight outer container. Refrigerant material, in compliance with LSO acceptance policy, should be used to protect the contents of the package. Styrofoam and regular LSO Express delivery packaging, plastic, and paper bags are considered to be insufficient, and their use is prohibited for the

transport of perishable items. In all cases, LSO will accept for transport, and the shipper solely assumes all risk and liability when shipping perishable items with LSO and agrees not to file or otherwise submit any claim to LSO for any loss or damage due to a shipment or package's perishable nature.

## CLAIMS PROCESS

### FREIGHT AND SERVICE CLAIMS

1. All claims of damage must be made in writing and submitted electronically at [www.LSO.com](http://www.LSO.com) or a paper copy sent with delivery confirmation within 15 days after the delivery of the shipment.
2. Claims involving late delivery, non-delivery, or mis-delivery must be submitted electronically at [www.LSO.com](http://www.LSO.com) or a paper copy sent with delivery confirmation and received in writing, within 30 days of the delivery.
3. Our Customer Service staff is available to answer questions regarding your claim. Verbal notice of the claim does not waive the requirement of the notice outlined above.
4. Documentation supporting all claims must be provided to us within 30 days after we receive original written notification, as described in paragraphs one (1) and two (2). This documentation may include original purchase invoices, estimate for repair, appraisals, expense statements, airbill copies, etc. All documentation must be verifiable to LSO's satisfaction.
5. Original shipping materials, including boxes and packing materials, must be made available for our inspection and must be retained until the claim process is complete.
6. Except as stated below, receipt of the shipment by the recipient without written notice of damage upon delivery is prima facie evidence that the shipment was delivered in good condition. As a condition to our considering any claim, the recipient must make the original shipping cartons, packing, and package contents available to us for inspection.
7. In the event of concealed damage discovered at a time later than the actual delivery, either the recipient or the shipper must notify us in writing (electronically or on paper), promptly after discovering the damage and no later than 15 days after we have made the delivery. The recipient will need to make the original shipping carton and packing materials available to us for inspection.

All correspondence involving claims must be submitted in writing either electronically at [www.LSO.com](http://www.LSO.com) by following the, "Submit a Claim," link or paper copy to:

Damage & Claims Committee  
P.O. Box 149225  
Austin, Texas 78714-9225

