

# Guaranteed Shipment Agreement



This agreement is entered into on \_\_\_\_\_ between Shipper \_\_\_\_\_ and E D I Express (here in referred to as Carrier) for the purpose of providing a unique and special service in the transportation of freight as outlined below:

**SERVICES:** the carrier agrees to pick-up your shipment on \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_ and deliver on \_\_\_\_\_ or your freight charges for the shipment, excluding any accessorial charges, will be waived.

**RATES and CHARGES:** as full and complete compensation for the described shipment(s), the shipper or approved debtor shall pay freight charges, fuel surcharge and a \_\_\_\_\_ % surcharge (subject to a \$ \_\_\_\_\_ minimum) calculated on freight charges & fuel surcharge.

**PAYMENT:** the charges agreed upon below will be promptly paid by the shipper or approved debtor. Payment shall be made to E D I Express at 20280 S. Vermont Ave. Suite 110, Torrance, CA 90502. Payment not received within 21 days from date of shipment(s) will result in the cancellation of the charges under this agreement and the re-calculation of charges based on applicable class rates less 50% of normal tariff; non-payment within 28 days from date of shipment will result in the cancellation of all the charges under this agreement and the full, undiscounted class rate will be due and payable. The paying party must be an approved customer with E D I Express or must be willing to prepay the shipment.

**CONDITIONS:** In order to secure GUARANTEED SERVICE on any transaction customer must contact E D I Express' Guaranteed Service Department and complete all requirements outlined in E D I Express' Guaranteed Shipment Agreement and comply with all bill of lading provisions outlined below:

Shipper must clearly print, stamp or write "E D I Express Guaranteed Service Requested" within the body of their bill of lading reflecting the commodity description. If this indication is not made in a legible manner, E D I Express reserves the right to disqualify the shipment for guaranteed service.

Paying party must provide all handling instructions, successfully complete and submit GUARANTEED SHIPMENT AGREEMENT that will be provided by E D I Express. Shipment must be called in for pick-up service before 3:00 PM local time and be available for pick-up prior to 6:00 PM local time. Delivery will be completed within the standard business day, other than provided for during weekend and/or holiday periods.

Guaranteed shipments shall not apply on apply on FCCOD or COD shipments, blind shipments, DO(s), shipments of articles required to be protected from heat or cold or articles requiring special services, In-Bond, or shipments with improper customer information provided on the B/O/L. Our Guaranteed Service will not apply to the following destinations: Martha's Vineyard, rural Pennsylvania, Florida Panhandle, Florida Keys, Northern Michigan, and rural Northern California.

Our Guaranteed Service does not cover acts of government, civil disobedience, acts of God, extreme weather conditions, or any other natural disaster. On guaranteed shipments delayed due to Act of God or conditions beyond control of carrier, E D I Express will deliver the shipment as soon as possible.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ initials required to validate agreement



If a shipment is refused by consignee on scheduled day of delivery through not fault of E D I Express for any reason, guaranteed services and associated service up-charge shall be due as agreed upon. If the shipment requires an appointment but E D I Express is unable to secure one from the consignee, the guaranteed service will be considered met and all charges will be due. If only a portion of the shipment fails to be delivered, forfeiture of only the additional Guaranteed Service charges will serve as maximum restitution. The remedies and conditions set forth above shall be the only remedies allowed under any possible claim filed against carrier. In the event any of these provisions are in direct conflict with an established contract of agreement with shipper, the provisions outlined above shall not be applicable. E D I Express, Inc. reserves the right to cancel or suspend the provisions provided herein at any time at its sole discretion. Our Guarantee Service Agreement will be voided if all information is not provided to the Guaranteed Service Department: e.g. liftgate or inside delivery is required, or if any changes are made to the bill of lading that causes a delay: e.g. change of address, change of terms, reconsignment or if freight is not picked up due to improper packaging.

**SERVICE and EXPIRATIONS:** this agreement has been issued with an offer of service at the rates and charges agreed upon on the date of issue. Changes or cancellation of this agreement will become effective immediately upon signature of both parties.

**AGREEMENT:** shipper and carrier agree the services and charges provided by this agreement are designed to meet the distinct needs of shipper and carrier. Shipper and carrier agree the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal and in writing.

<b>Shipper:</b>	<b>Consignee:</b>	<b>Debtor:</b>	<b>(please indicate)</b>
<b>Agreed Amount \$</b>	<b>Origin City, Zip:</b>	<b>Destination City, Zip:</b>	
<b>Commodity:</b>	<b># Pallets/Pieces:</b>	<b>Weight:</b>	<b>Space Occupied:</b>

**CAUTION:** any increase in the number of pallets, pieces, weight and/or space occupied will result in the recalculation of the charges contained within this quote!

<b>Shipper:</b>	<b>E D I Express</b>
<b>By:</b>	<b>By:</b>
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Title:</b>	<b>Title:</b>
<b>Phone #:</b>	<b>Date:</b>
<b>Date:</b>	<b>Date:</b>

**Quote Number:**

For guarantee to be valid, please fill out information above, sign and fax to 424-233-3143 before pick-up can be scheduled.