

U.S. Messenger & Logistics, Inc.

Terms and Conditions

Acceptance of Terms

This agreement contains the complete terms and conditions that apply to your use of our site and on-line order entry system portal. If you wish to use our site, including its tools and functionality please read these terms carefully. By accessing this site and/or our on-line order entry system you agree to become bound by these terms and conditions. If you do not agree to all of the terms and conditions, then you may not access or use the site or our on-line order entry system. Feel free to place your order by telephone at 630-286-0550.

Service Initialization

You agree to provide us with your full name, responsible company name, current address, a valid email address, payment manner and frequency of billing in order to create your service account or accounts. Your account will be created with user names and passwords, you will have the ability to change those passwords so that they are known only by you. You agree that all orders placed on-line are the responsibility of the account holder and once completed will be paid for within established terms by the account holder.

Rates

The actual rate is determined by your selection and input of a number of items including: how soon do you need it delivered, type and number of packages, the weight (or DIM weight) of the shipment, time of day, the vehicle required to move the shipment, etc.

U.S. Messenger & Logistics, Inc. uses advanced mapping software provided by 2017 MapQuest©, Mapbox© and Mellisa™ Global intelligence for exact door to door driving mileage in the determination of trip length. The sophistication of this software will recognize one way streets and in some cases closed roadways. This may cause individual legs of a round trip to be priced slightly differently. We reserve the right to change On-Demand rating schemes as business conditions dictate.

Senders are responsible for accurately entering shipment information into our on-line order entry system. We reserve the right to audit shipments made via our online order entry system to verify service selection and package or shipment weight. If the specific service selected or weight entered is incorrect, we may make appropriate adjustments to the individual job and/or invoice at any time. If an incorrect address is entered into the system we will attempt to locate the intended recipient to try to complete the delivery; however, if unable we will contact the shipper for further instructions.

Hazardous Materials

U.S. Messenger & Logistics, Inc. reserves the right to refuse any delivery. We do not accept “Dangerous Goods” or “Hazardous Materials.” We will, however, accept and move dry ice and biomedical materials that are packed following OSHA protocols and that are compliant with applicable federal, state and local law. We will not move any package that appears to be leaking or that emits an obnoxious odor. If a shipment damages or contaminates any property while in our possession, the shipper will be held responsible and will be charged for any and all costs incurred in connection with such damage or contamination.

Package/Shipment Markings

All deliveries should be made in approved shipping containers; this may include envelopes, boxes, flats, tubes, trays, Tyvek or other type shipping bags, etc. Fragile items should be in the manufacturer’s original packaging. Each package/shipment should be labeled clearly with the intended destination point; including recipient’s name & company name if applicable, street address, including room or floor, city, state and zip code. We will move food items, however, those items should be properly packaged or containerized in such a manner to prevent leakage and shifting of contents – most deliveries are made in passenger vehicles.

Credit Terms

U.S. Messenger operates its business on a Net30 Days schedule. This means that we extend credit for your performed deliveries for a period of 30 days from invoice. We expect to be paid within those 30 days unless another arrangement has been previously agreed to. We reserve the right to suspend your account until it is brought current. U.S. Messenger may take other action, including placing your account in “credit card only” status, requiring EFT payment, among other things. We also may use the services of a third party debt collection company for accounts that extend beyond 60 days past due. We reserve the right to report credit usage behavior to credit collection agencies including Credit Safe® and Dunn & Bradstreet®.

The Ability to Pay for Individual Deliveries Separately or by the Invoice

We enable any customer to select whether they would like to pay for jobs either individually or by full invoice. This functionality is available once a client has logged into our operating system. We also offer the ability to place an order over the telephone (630)286-0550 & (866)788-0600 and pay the operator verbally at the time of order placement. U.S. Messenger also offers EDI payment, ACH payment, we accept most Credit & Payment cards. Yes, we still accept personal, cashier’s and company checks as well as Money Orders too! For everyone’s safety - Cash is not accepted.

All remittances should be made to U.S. Messenger & Logistics, Inc., 7790 S Quincy Street, Willowbrook, IL 60527.

Initial usage of our services by an individual without an established U.S. Messenger account may require the use of a valid credit card.

Refund Policy

U.S. Messenger is not happy unless you are. In order to handle requests for refunds or credits of delivery charges in a timely manner all requests must be made initiated within 14 days of the actual delivery. Please contact U.S. Messenger Dispatch Customer Service at 630-286-0550.

Privacy Policy

U.S. Messenger takes your privacy seriously. Please review the following section to better understand our privacy policy and practices.

U.S. Messenger partners with computer and software experts to be sure that we are following Payment Card Industry newest security compliance requirements. We maintain physical, electronic and procedural safeguards to guard your non-public personal information. We also restrict access to your card data by encrypting that information once it is entered into our operating system. All client information is password and hierarchically level protected. Individual payment card data is encrypted and cannot be read by anyone attempting access. We may install cookies on your computer to enable your quicker access to our operating system. We also collect your usage data including, but not limited to, your name and email address, all pickup and delivery information including company name, address, phone number(s) and billing information. We may also collect your computer's I.P. address and other data during computer to computer transactions.

We may pass on your specific delivery information on to other delivery service providers for the purpose of completing the pickup and delivery transaction at hand.

We do not sell, rent or give away your customer information – unless directed by you or if directed by a subpoena, court order or legal process, or to establish our legal rights and to defend ourselves from legal claims and credit risk reduction.

U.S. Messenger will share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.

You may see, change and/or modify your personal information stored in our operating system by contacting us at info@usmessenger.net. You may also use that contact information to close an existing account or to open a new account or ask for an increase in account spending limit.

We may update this policy and its practices at any time.

Limitation of Liability Disclaimer

SHORTAGE/LOSS/DAMAGE SHOULD BE REPORTED WITHIN 48 HOURS OF DELIVERY

Shipper acknowledges and agrees that U.S. Messenger & Logistics, Inc.'s rates and charges assessed for handling shipments hereunder are calculated upon the limitations of liability stated below and that, in consideration of the rates and charges assessed, in tendering property to U.S. Messenger & Logistics, Inc. for transportation shipper agrees to the following limitations upon U.S. Messenger & Logistics, Inc.

1. No liability for delay or failure to make delivery – U.S. Messenger & Logistics, Inc.'s liability is limited to liability for loss of, damage to or destruction of property occurring while in the custody of U.S. Messenger & Logistics, Inc. for the purposes of delivery. U.S. Messenger & Logistics, Inc. shall have no liability in any amount relating to, caused by or resulting from delay in completing delivery or failure to complete a delivery.
2. No liability for consequential or incidental damages - U.S. Messenger & Logistics, Inc. shall have no liability for any consequential or incidental damages or loss, however arising, whether or not U.S. Messenger & Logistics, Inc. had or should have had knowledge that such damage might be incurred, including, but not limited to, loss of income, profits, utility, revenue or market.
3. Declaration of value - U.S. Messenger & Logistics, Inc.'s liability shall not exceed \$100.00 for any one shipment unless shipper declares in writing on the front of the shipping notice where provided and at time of order placement. A value in excess of \$100.00 per shipment, for which there will be assessed and additional charge for such greater valuation at the rate of 0.50 per additional \$100.00 of valuation or fraction thereof per shipment. We do not provide insurance coverage of any kind. If you require insurance coverage you should contact an insurance agent or broker.
4. Written notice of claim must be filed within 30 days documenting the claimed damage or loss. Documentation may include: original purchase receipts or invoices, photographs, estimates for repair or replacement and all delivery details. Claims may be mailed to U.S. Messenger & Logistics, Inc., 7790 S Quincy Street, Willowbrook, IL 60527, Attention: Accounting Department. The information may also be emailed to: accounting @usmessenger.net.
5. All original shipping cartons, packaging and the damaged item(s) must be made available for U.S. Messenger to inspect for the duration of the claim. Once the claim is settled the U.S. Messenger reserves the right to claim the damaged item(s) for its own purposes.
6. U.S. Messenger & Logistics, Inc. reserves the right to refuse to ship any item or group of items based upon the specific declared commodity and/or the manner in which the item is packaged.

The above provisions are contractual in nature by tendering property to U.S. Messenger & Logistics, Inc. for delivery shipper acknowledges due notice of the above limitations of liability and agreement to each provision thereof.

QUESTIONS ABOUT U.S. MESSENGER & LOGISTICS, INC.'S LIMIT OF LIABILITY SHOULD BE ADDRESSED TO SENIOR MANAGEMENT OF U.S. MESSENGER & LOGISTICS, INC.

Severability

In the event that any provision of these Terms and Conditions is deemed to be invalid or unenforceable pursuant to any judicial decision, such provision shall apply to the maximum extent permitted by law. The remaining Terms and Conditions will remain valid and enforceable as stated.