

Terms & Conditions

Services provided by Point to Point Transportation (“P2P”) are subject to the following terms:

Ordering Services from P2P. When the Client contacts P2P to order services, P2P will provide the Client with a written estimate representing the scope of work (“SOW”). This estimate details the services requested by the Client and the estimated charges for performing those services. For the estimate/SOW to be honored the client will provide P2P with written approval of the estimate/SOW. All estimates are valid for 30 days from date of submission.

Estimated vs. Invoiced Charges. The charges contained in an estimate/SOW are based on the information provided to P2P, therefore binding on those terms. In the event the actual SOW provided is different, the invoiced charges will be based on the actual SOW terms provided by P2P. Including, but not limited to, a difference between the estimated weight and/or dimensions provided by the Client, and the actual weight and or dimensions of items to be shipped; transit delays that require the use of alternate shipping methods; shipping destinations that require special delivery accommodations, etc.. By approving a SOW, the Client acknowledges that the charges therein are estimates, and the Client commits to pay the charges contained in any related invoice issued to it by P2P. P2P will use its best efforts to notify the Client of any significant increase in charges impacting a shipment.

Packaging. The Client is solely responsible for proper packaging of all shipments as outlined in the P2P Packing Recommendation document. P2P will not be liable for any loss or damage resulting from the Client’s failure to properly pack a shipment so as to ensure safe transportation with standard care in handling.

Payment. All amounts owed by the Client must be paid in full to P2P directly according to the terms and conditions of this Agreement of Net10 and any invoices issued by P2P to the Client. Any SOW in excess of \$10,000.00 will be subject to the milestone payment schedule in that SOW. If any of Client’s checks or payments are returned by the bank, P2P will assess a non-sufficient funds charge of \$50.00.

Shipment Valuation. Unless the Client specifically requests and pays for additional coverage 72 hours before a shipment will be loaded, P2P will value the shipment by applying the standard agreed upon P2P valuation rates in effect as of the date of the SOW.

Limitation of liability. P2P is not liable for special, incidental or consequential damages, including, but not limited to, additional labor, lost profits, income, interest or loss of future business. P2P is not liable for any damages or loss caused by delivery delays, acts of God, force majeure acts, or by the act or omission of any person or entity other than P2P.

Claims. The Client may make one claim per shipment, the settlement of which will be the full and final settlement for all loss or damage in connection therewith. Claims must be submitted to P2P in writing within thirty (30) days of the delivery of Client’s shipment; claims for failure to make delivery must be submitted to P2P in writing within thirty (30) days of the expected delivery date. Any claims not made within the period specified herein shall be deemed waived. All invoice(s) related to Client’s claim must be paid in full before P2P will process the claim.

Agreement Terms. P2P reserves the right to change or amend any of these terms and conditions at any time, and any changes will be binding on the Client ten (10) days after P2P sends notice of any change to the Client at the address provided above. P2P shall have the right to terminate the Client’s credit privileges at any time, without prior notice to the Client except as otherwise provided by law.

No Warranties. The services provided by P2P to the Client are provided “as is” and P2P specifically disclaims all other representations or warranties, express, statutory, or implied including, but not limited to any implied warranty of merchantability, fitness for a particular purpose, arising from course of performance or dealing or usage of trade, or non-infringement.

Attorneys’ Fees. In the event it becomes necessary for P2P to retain an attorney to collect any outstanding balance on the Client’s account, P2P is entitled to all costs, attorneys’ fees, and expenses incurred in any action where it is the substantially prevailing party, as well as all costs, attorneys’ fees, and expenses incurred in any post-judgment collection. The terms of this agreement shall be governed by Washington law. The Client agrees to submit to personal jurisdiction in Washington in any action arising out of this Agreement and consents to venue in the state and federal courts located in King County, Washington.