

APL LOGISTICS GUARANTEED INTERMODAL TERMS & CONDITIONS

All eligible shipments tendered to APL Logistics under APL Logistics Guaranteed Intermodal will receive a guarantee of pickup, equipment and delivery in the lanes designated. If delivery is not completed on the delivery date confirmed by APL Logistics (hereafter "Guaranteed Delivery Date"), the Merchant who has paid the transportation freight to APL Logistics (hereafter "Merchant Payor") will (subject to terms and conditions listed below) upon timely and proper request, receive a 50% reduction on their APL Guaranteed Intermodal rate premium (hereafter "Guarantee Payment"). All other applicable charges, such as line-haul, trucker accessorial, handling accessorial, and third party charges would not be included in the Guarantee calculation.

1. The Guarantee only applies to shipments delivered in designated service lanes.
2. The Guarantee is based on the Guaranteed Delivery Date confirmed by APL Logistics.
3. APL Logistics reserves the right to alter the Guaranteed Delivery Date at any time prior to actual cargo pickup. In the event that the Guaranteed Delivery Date is altered, at the shipper's option, the booking can either be canceled, or an alternative Guaranteed Delivery Date may be confirmed.
4. APL Logistics reserves the right to carry the Goods using a variety of carriers. However, regardless of the carriers APL Logistics elects to use it shall not alter the Guaranteed Delivery Date, if one has been provided.
5. Delivery is achieved when APL Logistics or its service provider tenders the Goods for delivery at the consignee delivery address on the Guaranteed Delivery Date. Delivery shall be made between 12:00 am and 11:59 pm on a calendar day. In the event the Guaranteed Delivery Date falls on a weekend or public holiday, and/or if the consignee is unable to accept delivery on the Guaranteed Delivery Date, the customer may request that the delivery be re-scheduled to the next business day, and in such event, the Delivery Service Guarantee will be extended to 11:59 pm of that next business day.
6. Approximately 48 hours after pickup, APL Logistics will contact the consignee to schedule a delivery appointment (within a two hour window) on the Guaranteed Delivery Date. If the consignee refuses the shipment after the confirmed delivery appointment, reschedules shipment delivery to a later date (except as provided in Section 5 above), or is otherwise unable to accept shipment delivery, the Guarantee will not apply.
7. Delivery shall only be provided on a live load/live unload basis unless otherwise negotiated in writing.
8. The shipment must comply with all applicable laws and regulations, including US and state highway weight limits.
9. Merchant Payor acknowledges it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered. The Merchant Payor agrees that it shall indemnify and hold the contracted carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant Payor or its agent or contractor on which APL Logistics or any of its contracted carriers rely.
10. APL Guaranteed™ Intermodal is applicable to one container per bill of lading.
11. To initiate the refund process, the Merchant Payor must complete and file a Delivery Service Guarantee Refund. Request form with APL Logistics within ten calendar days after the actual delivery date.
12. The Delivery Service Guarantee Refund Request form can be obtained from APL Logistics by sending an email to: Guaranteedintermodal@apllogistics.com.
13. A partial payment by the Merchant Payor or on behalf of the Merchant Payor against an invoice is not considered request for invoice adjustment or refund request. A refund must be filed and the invoice for the shipment and all related charges must be paid in full before a Guarantee refund is made.
14. In the event a claim for Guarantee Payment is denied by APL Logistics, any appeal of a claim denial must be submitted in writing within 30 calendar days of the formal notice of denial. Such appeal should be addressed to APL Logistics, via email at: Guaranteedintermodal@apllogistics.com
15. Only the Merchant Payor may request a Guarantee Payment. No agent representative or third party may file on behalf of the Merchant Payor.
16. The Guarantee is NOT applicable to shipments requiring temperature control, or shipments marked or declared as Hazardous Materials, or that subsequently require the shipment to be handled as Hazardous Material.
17. Shipments under the APL Guaranteed Intermodal program shall be subject to all of the terms and conditions of the APL Logistics terms and conditions ([link](#)). The Delivery Service Guarantee Payment shall be the sole, adequate and exclusive remedy for breach of the Delivery Service Guarantee.
18. The Guarantee is not available when on-time delivery is frustrated due to reasons beyond the reasonable control of APL Logistics, including but not limited to the following:
 - a. Incorrect delivery addresses or contact information,
 - b. Unavailability or refusal of a person to accept delivery on scheduled date of delivery,
 - c. An Act of God, public enemies, riot, strike, other work stoppage, labor unrest, lockouts, storms and perils of the sea, derailment, or other events of a Force Majeure nature;
 - d. A defect or inherent vice in the goods,
 - e. An act of public authorities,
 - f. Diversion at the direction of shipper or consignee.
 - g. Miss-description or miss-declaration of the goods,
 - h. Terrorism,
 - i. Faulty or impassable highway or railway,
 - j. Lack of capacity of a highway, railway or bridge,
 - k. Authority of law,
 - l. Quarantines,
 - m. Civil commotion, a state or act of war,
 - n. Compliance with laws, government regulations, orders or requirements,
 - o. Act, fault or omission of Merchant, including but not limited to shipper, consignee, and/or owner of the goods.
 - p. Cargo is out of compliance with applicable laws, including highway weight requirements or the conditions of this service contract.