

MID-SERVICE SOLUTIONS LLC

Hazardous Materials (HAZMAT)

Policy

For purposes of this Agreement, the definition of “Hazardous Materials” shall be as defined within 49 C.F.R. Parts 105 through 180, and shall include “Hazardous Substances”, as defined in 42 U.S.C. Section 9601, or as defined by any other Applicable Law (such terms together referred to herein as “Hazardous Materials”).

1. Client has represented to MID-SERV Solutions LLC that all goods or materials which Client will tender to Delivery Professionals in connection with Client’s use of the Sipping Solutions do not constitute or contain Hazardous Materials.
2. Client will not deliver to MID-SERV Solutions LLC or any Delivery Professional any Products, goods or materials that constitute or contain Hazardous Materials, as defined in this Hazardous Materials Policy, unless, prior to delivery of such Hazardous Materials, Client has:
 - notified MID-SERV Solutions LLC, in writing, of Client’s intent to deliver such Hazardous Materials;
 - provided Safety Data Sheets (“SDS”) or other written information, satisfactory to MID-SERV Solutions LLC, in MID-SERV Solutions LLC’s sole discretion, which details the nature of the Hazardous Materials and any packaging or shipping specifications or limitations, and amended or updated Product listing and description, to reflect all such requirements;
 - MID-SERV Solutions LLC, in MID-SERV Solutions LLC’s sole discretion, has, in writing, approved the transportation and delivery of such Hazardous Materials; and
 - Provided an accurate and complete listing and description of all Products to be tendered to Delivery Professional in the shipment.
3. If any Products, goods or materials which were not Hazardous Materials at the time Client delivered them to the possession of Delivery Professional will subsequently be classified to constitute or contain Hazardous Materials, as defined in this Hazardous Materials Policy, Client will immediately notify MID-SERV Solutions LLC that such Products, goods or materials have been classified to constitute or contain Hazardous Materials, and will provide MID-SERV Solutions LLC the information required by the terms of service within 24 hours of Client learning that the Products, goods or materials have been classified to constitute or contain Hazardous Materials.

4. If Client gives notice to MID-SERV Solutions LLC, that Products, goods or materials which have been previously delivered to Delivery Professional have subsequently been classified as constituting or containing Hazardous Materials, MID-SERV Solutions LLC may, in MID-SERV Solutions LLC's sole discretion, elect, in writing, to either continue to ship the Products, goods and materials constituting or containing Hazardous Materials, or, alternatively, to give notice to Client that all such Products, goods or materials will be returned to Client, or delivered to Client's designee, as soon as reasonably possible, at Client's expense. If MID-SERV Solutions LLC, in its sole discretion, elects to require the return of such Products, goods or services to Client, then MID-SERV Solutions LLC may, at its sole discretion, utilize the services of an independent contractor which specializes in handling, packaging and shipments of Hazardous Materials, and charge all expenses and costs so incurred back to Client, and such expenses and costs will be considered services rendered for purposes of the Agreement and subject to accessorial charges and fees as set forth in the Agreement.
5. Should Client tender any Products, goods or materials to MID-SERV Solutions LLC or any Delivery Professional, which Client reasonably believed not to constitute or contain Hazardous Materials, but which in fact did, at the time of tender to MID-SERV Solutions LLC or Delivery Professional, constitute or contain Hazardous Materials, the provisions of the terms of service will control for purposes of the return of such materials to Client, as well as for purposes of liability and indemnification.
6. If Client knowingly or unknowingly tenders to MID-SERV Solutions LLC or any Delivery Professional Products, goods or materials which constitute or contain Hazardous Materials, without complying with the requirements of this Hazardous Materials Policy, Client will indemnify, defend and hold MID-SERV Solutions LLC and Delivery Professional harmless against any and all liability which may arise from or relate to the transportation of such Hazardous Materials, such liabilities including, but not limited to, any cargo loss or damage and/or any party and/or third party claims for personal injury, death and/or property damage, including but not limited to damage to the environment, attorney's fees and/or any penalties or fines levied upon MID-SERV Solutions LLC or Delivery Professional by any local, state or federal agency.
7. In the event that Client tenders Products that are not identified as containing Hazardous Materials as described above but MID-SERV Solutions LLC or Delivery Professional reasonably questions whether such Products contain Hazardous Materials, MID-SERV Solutions LLC or Delivery Professional may segregate such Products without liability until such questions are properly addressed.
8. This policy went into effect as of September 29, 2024

Dangerous, Hazardous and Prohibited Items Policy

MID-SERV is not licensed and will not transport the following items. Please speak to the dispatcher if there is any question about your shipment prior to completing your order.

Should You or the Consignor nevertheless (whether knowingly or unknowingly) cause us or our contractors to handle Prohibited Articles other than under special arrangements previously made in writing, we shall be under no liability whatsoever in connection with the parcel however arising and you shall be liable for any and all loss, injury or damage caused by, or in connection with the articles however arising and shall indemnify us against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the articles may be destroyed or otherwise dealt with at our sole discretion or by any other person in whose custody they may be at the relevant time.

Explosives

Such as Ammunition, Firecrackers, Fireworks, Fuses, weapons or weapon replicas.

Hazardous Materials and Products

Such as Hydrogen Peroxide, Ozone, Oxygen, Potassium Nitrate, and Nitric Acid, Batteries, Corrosive cleaning fluids, Acids and Alkaline's, Mercury Thermometers, Uranium, Radon, Plutonium and Einsteinium.

Illegal Drugs and Alcohol

No Animals