



## **Terms and Conditions DGL Export Inc.**

The Customer (“Customer”) and DGL Export Inc (DGL), hereby agrees as follows:

### **Acquired Responsibilities Parties**

Customer is a Shipper and/or Consignee of certain goods it wishes to have transported. DGL Export Inc, is registered as a transportation freight broker with the FMCSA under docket number MC-019976, with offices at 8505 NW 68th ST Miami FL 33166. DGL is not acting as either a Motor Carrier, or Common Carrier, or Contract Carrier within the meaning of USC Title 49.

DGL contracts with various freight carriers “(Carriers)” on behalf of Customer for the purpose of arranging transportation of Carrier’s goods in interstate and foreign commerce. DGL reserves the right, in its sole discretion, to refuse any shipment at any time. DGL and the Customer may be collectively referred to as the “Parties” or individually either may be referred to as “Party” in this Agreement.

### **Execution**

This Agreement shall be binding upon receipt by DGL of Customer’s acknowledgment of its intent to be bound thereby, as evidenced by its designation of acceptance of DGL web page or by its execution of the BOL, or by other acknowledgment by the Customer.

### **Interpretation**

In this Agreement the singular includes the plural, and the plural the singular; words importing any gender include the other genders; references to “writing” include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

### **Additional Instruments and Acts**

The Parties to this Agreement shall execute (with acknowledgment or in affidavit form, if required) any further or additional instruments, and shall perform any acts, which are or

may become reasonably necessary to effectuate and carry out the purposes of this Agreement, without the necessity of incurring any additional expense.

Authority

By execution of this Agreement, the signatories hereto represent and warrant their authority to act in the capacity stated. By execution of this Agreement each Party represents and warrants its right, power and authority to enter into and to perform its obligation under this Agreement.

### **Lien**

DGL shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer. Customer authorizes DGL to advise third parties of asserted liens and to hold possession of any shipment against which a lien is asserted.

### **Customer Representations and Warranties to DGL**

The Customer represents and warrants that at all times during the term of this Agreement, it will be in compliance with all applicable laws, rules, and regulations, including applicable laws relating to customs, import and export required by country to, from, through or over which the shipment may be carried.

The Customer agrees to furnish such information and complete and attach to the BOL such documents as are necessary to comply with such laws. Any individual or entity acting on behalf of the Customer in scheduling shipments or undertaking any other performance hereunder warrants and represents that he, she or it has the right to act on behalf of and legally bind the Customer. DGL assumes no liability for any loss or expense due to the failure of the Customer to comply with this paragraph and Customer shall defend, indemnify and hold DGL harmless for any claims or damages resulting from violation of this paragraph, including attorney's fees and costs incurred by DGL.

### **Attorneys' Fees**

Should any legal proceeding be commenced between the Parties concerning the terms of this Agreement, or the rights and duties of the Parties, the prevailing party in such proceeding shall be

entitled, in addition to such other relief as may be granted, to costs, expenses and reasonable attorney fees.



## **No Other Parties to Benefit**

This Agreement is made for the sole benefit of the Parties hereto and their successors and permitted assigns. Except as expressly provided herein, no other person or entity is intended to or shall have the rights or benefits hereunder, whether as third-party beneficiaries or otherwise.

## **Remedies**

In the event of a breach of this Agreement or any term hereof by any party, the other Party shall have all rights and remedies available at law, in equity, or under the terms of this Agreement, except as otherwise limited herein.

## **Accounting**

### **Payment**

All charges are payable in US Dollars and are due and payable thirty (30) days from the date of the invoice date. Past due invoices shall be subject to an additional charge at the rate of 2% per month of the average outstanding balance due. All funds received by DGL will be applied to the oldest (based on pick-up date) invoiced BOL outstanding. Overpayments do not accrue interest. In the event past due invoices are given to an attorney or collection agency for collection, Customer agrees to pay, in addition to the account balance, all interest payments, and collection costs including reasonable attorney's fees.

## **Credit Approval**

Payment terms and credit limits are subject to credit approval, which shall be determined from time to time, in the sole and absolute discretion of DGL. The Customer grants DGL the right to perform such credit and background searches as DGL deems necessary. When paying by credit card or electronic funds, the Customer agrees it will be responsible for all charges due and owing, including any adjustments, on account or such Customer's shipment. The Customer authorizes DGL to charge the Customer's credit card or bank account for any charges.

## **Determination of Charges**

The Customer shall be liable for all charges payable on account of such Customer's shipment. Such charges may include transportation, fuel and other applicable accessorial charges, any charges made by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties, fines and taxes. DGL reserves the right to amend or

adjust charges and to re-invoice the Customer in the following events: (i) if the original quoted amount was based upon incorrect information provided by the Customer; or (ii) if additional services by the carrier were required; or (iii) if the Customer authorized the carrier to perform the pick-up, transportation and delivery functions other than contemplated by the BOL. Any dispute by customer of any invoice issued by DGL shall be made in writing, specifically indicating the nature of the dispute and made within 30 days from the date of the invoice. In the event DGL does not receive timely written notice of the dispute, the charges will be conclusively presumed to be valid.

## **Tariffs**

Terms and Conditions of Carrier. In the event of a conflict in the terms of this Agreement and applicable tariff then in effect with the carrier, this Agreement shall apply to the transport and shall take precedence in the interpretation of the rights and obligations of the Parties. Customer is responsible for requesting and reviewing Tariffs in effect with a designated Carrier. DGL is not obligated to provide copies of motor carrier tariffs, or any information contained therein, to the customer.

## **Insurance**

The Customer will look solely to its own insurance, a Shipper's policy, or insurance provided by the carrier for damage to goods in transit. Each carrier's governing tariff will determine the standard liability cargo insurance coverage offered on any shipment, subject to any exception value. If the shipment contains freight with a predetermined exception value, as determined by the selected carrier, the maximum exception liability will override the liability coverage otherwise provided by the tariff. The Customer acknowledges a claim for damages does not relieve it for payment under the terms of this Agreement. Timely payment is a condition precedent to the processing of a damage or insurance claim. All freight cargo claims should be submitted immediately to DGL for transmission to the Carrier or its insurer. DGL will attempt to assist in the resolution of freight claims, but has no responsibility or liability therefore. Where a damage claim is submitted with carrier on behalf of Customer, DGL shall have a lien on any amounts recovered to the extent of open past due invoices on the Customer's account. DGL has optional Shippers Interest Contingent Cargo Liability Insurance ("Third Party Insurance") available for purchase by the Customer. DGL has no responsibility or liability with respect to the issuance or denial of Third Party Insurance, or in the payment or denial of claims.

## Services

### Rates

In no event shall DGL be liable for more than what the Transporting Carrier's insurance covers. If the cargo's commercial value exceeds more than \$150,000.00 we strongly recommend to purchase additional insurance.

### LTL (Less Than Truckload)

"Less than a Truckload" Rates ("LTL") rates are based on the calculated density and/or freight class as determined by the National Motor Freight Classification ("NMFC") and are weight based. All displayed transit times are estimates only and do not include day of pickup. LTL pickup dates are not guaranteed.

- I. For the LTL, and volume cargo, Quotes will be valid as long as the pieces are stackable, unless specified on the quote.
- II. If the carrier refuses to pick up the freight because it is not properly packaged, miss trip and some extra charges may apply; the client will assume full responsibility of these charges
- III. For the LTL, and volume cargo, Quotes will be valid as long as the pieces are stackable, unless specified on the quote.
- IV. If the client fails to provide the individual weight for each piece, and provides only the total weight of the freight, the individual freight will be calculated by dividing the total weight between the total number of pieces. This, in order to provide an initial rate, if the client or the shipper later notify a different weight per pieces, even if the total weight remains the same, the rate may vary.
- V. When driver need to have documents on hand for pick up, the documentation must be sent to DGL before 3:00 PM to schedule the pickup the next business day.
- VI. The Rate does not include any special services, unless specify.
- VII. When the carrier is delayed by shipper or consignee for loading or unloading on or near the premises of shipper or consignee, detention charges shall begin (15 minutes)
- VIII. Pickups are subject to carrier availability and route conditions, DGL is not responsible for storage fees charged in case of delays presented during the pickup process. If pick up needs to be rescheduled customer must ensure cargo is fully released before driver arrives.
- IX. Pickups are not guaranteed in any case.

- X. If the carrier refuses to pick up the freight because it is not properly packaged or shipper does not release the cargo for any reason miss trip and some extra charges may apply
- XI. The rate sent is valid for freight going from business to business (with dock). DGL does not verify addresses prior to getting a quote, it is the customer's responsibility to advise DGL if there is any special requirement or characteristics of the origin or destination locations that must be considered in order to send a correct rate.
- XII. Transit time are estimated, not guaranteed, when requiring a guaranteed delivery or a delivery appointment, the client must specify those special needs before getting therate.
- XIII. If the shipper uses a different BOL from the one sent by DGL an extra fee will be charge for the change in documents, also Reconsignment and other additional charges may apply, depending on the information contained on the BOL the shipper decided to use.
- XIV. In case of damage, loss, or delay of the freight, DGL is responsible to assist the client on the process of filing a claim and following up, however DGL is not responsible for the damage, loss or delay caused by the carrier during the given service.
- XV. It's consignee's responsibility to verify goods and claim the short delivery/ damaged delivery after exporting the shipment.
- XVI. When requiring the driver to bring documents to the pick-up place, the request must be done 24 hours prior to the pick-up time.
- XVII. DGL will provide LTL Guaranteed Services for additional charge, if requested by the Customer, Guaranteed Service transit times do not include holiday and/or "no service" days as defined by the individual carrier.
- XVIII. In the event of a carrier's failure to comply with the guaranteed service requested, the Customer shall have fourteen (14) days from the actual delivery date of shipment to file a written claim request with DGL.
- XIX. LTL delivery times generally do not begin to run until the day after the pickup of the shipment, except as otherwise noted by the carrier selected.

### **FTL (Full Truckload)**

Truckload rates ("TL") rates are based on Dock Door Pickup/Dock Door Delivery and Shipper Load/Consignee Unload and are mileage based. Additional fees may apply for charges including, Tractor Detention, Trailer Detention, and Driver Assistance. Customer must tender this load to carrier at the agreed upon rate, or pay a "truck ordered, not used" penalty at cost.

- I. Rate quotes are subject to equipment availability, obtaining a rate does not guarantee that DGL will get equipment availability by a given date.
- II. Rates include 2 hour loading and 2 hour unloading. (\$85,00/Extra Hour).
- III. The rate can change according to the dimensions of the cargo. For Over-dimensional Shipments rates may vary depending on the Route and Permits approved by the DOT
- IV. The rate does not cover additional insurance from carrier's liability. If you wish to insure this load for an specific value, please ask your DGL representative to provide an additional insurance service, otherwise, since DGL does not have direct contact with the cargo, our liability is limited to carrier's direct liability and we are only responsible of assisting our customers on filing claims to carriers and doing follow up of the this procedure.
- V. TONU (Truck Order Non Used) charges: \$250,00. TONU Applies for same day pick up Cancellations. For next day pick up, cancellation must be done previous day before 4pm.
- VI. Missed Trip charges: \$300,00. It will apply if Carrier arrives to Shipper and it gets rejected or pick up is cancelled
- VII. When Carrier's pup/set or vehicle is delayed by Shipper/Consignee for loading or unloading on or near the premises of Shipper/Consignee, DETENTION Charges will begin upon expiration ofthe applicable free time allowed, and will end when the pup/set or vehicle is loaded or unloaded and is available for movement
- VIII. DGL is not responsible for damages on any used articles/product transported.
- IX. DGL will not be responsible for any discrepancies not noted on the Delivery Receipt of the Trucking Company.

### **Container Drayage**

- I. Subject to equipment availability.
- II. Rate quote is valid for 30 days unless otherwise noted
- III. Rate quote includes 2 Hours for Loading and 2 Hours for Unloading. (\$90,00/Extra Hour unless otherwise noted).
- IV. This rate does not cover additional insurance from carrier's liability. If you wish to insure this freight for a specific value, please ask your DGL representative to provide an additional insurance service, otherwise, since DGL does not have direct contact with the cargo, our liability is limited to carrier's direct liability and we are only responsible of assisting our customers on filing claims to carriers and following up of the this procedure.
- V. Drop & Picks will be double the linehaul rate.
- VI. For Overweight Containers extra charges will apply.



- VII. Other Extras Charges such as Chassis Split or Chassis Flip (Overweight at Ramp) may apply.
- VIII. For orders booked that are 350 Miles or longer in distance, a Layover Fee will apply.
- IX. For 20' Containers with a weight higher than 37,500 Lbs, a Tri-Axle fee will apply.
- X. For shipments from/to Portland, OR, Seattle, WA or Tacoma, WA ports, Port Congestion Fee may apply as in other cases specified in your quote(s).
- XI. For shipments from/to Oakland, CA port, Port Congestion Fee may apply: \$150.00, Gate Fee: \$50.00.
- XII. For shipments from/to Long Beach, CA port, PierPass may apply. 20' Container: \$75.00 + Admin Fee: \$15.00 - 40' Container: \$150.00 + Admin Fee: \$15.00.
- XIII. For shipments originated and/or returns to GCT-NY (NYCT-Staten Island, NY): \$250.00 for additional NYC Tolls and Mileage may apply.
- XIV. Island and port congestion fees may apply Rates do not apply for HazMat Cargo, unless otherwise specified in the quote request.

### **Warehousing/Transloading**

- I. Ownership of Goods. Customer warrants that it is the lawful owner and/or has lawful possession of the Goods tendered for storage.
- II. Customer warrants that it has sole legal rights to store the goods tendered, to release the goods, and to instruct DGL regarding delivery or disposition of the Goods.
- III. Pursuant to the terms and conditions, DGL agrees to receive, store, and release the Goods in accordance with Customer's reasonable instructions.
- IV. If DGL determines that the original palletization of Goods must be broken down for storage purposes, DGL shall be authorized to break down the pallets without further notice required from the Customer.
- V. Termination of Storage. Company reserves the right to terminate storage and to require the removal of the Goods, or any portion thereof, by giving Customer thirty (30) days prior notice.
- VI. Customer shall be responsible for payment of all charges attributable to said Goods within the stated period and for removing the Goods from the warehouse upon payment of all charges. If the Goods are not so removed, Company may exercise its rights under applicable law including but not limited to selling the Goods.



- VII. Customer warrants that the Goods are properly marked, packaged, labeled and classified for handling and are fit for storage and any transportation as may be required.
- VIII. DGL will not accept Goods that are not properly packaged or which, in the reasonable opinion of DGL, are not suitable for movement or storage within the warehouse.
- IX. For all Goods, Customer shall provide DGL all documents or information necessary or useful for the safe and proper warehousing, handling, storage, and transportation (if any) of the Goods. If all such information and documents are not fully, accurately and timely provided to DGL, Customer shall compensate DGL for all consequences of such failure.
- X. Customer warrants its compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws, as well as with the U.S. Foreign Corrupt Practices Act and similar laws related to anti-corruption and anti-bribery.
- XI. Lien Rights. DGL shall have a lien on the Goods tendered by Customer and upon any and all property belonging to Customer in Company's possession, custody or control for all charges, advances or amounts of any kind due to DGL under this agreement or under any prior or subsequent invoices issued to Customer by DGL (including charges for storage, handling, transportation, demurrage, terminal charges, insurance, labor, and any other charges incurred) DGL shall have a lien on the Goods and may refuse to surrender possession of the Goods until all charges or debts are paid in full. If such amounts remain unpaid for 30 days after DGL's demand for payment, DGL may sell the Goods at public auction or private sale or in any other manner reasonable, and shall apply the proceeds of such sale to the amounts owed. Customer remains responsible for any deficiency outstanding to DGL.
- XII. In no event shall DGL be liable for any loss or damage caused by:
  - A. Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; moths; public enemies; or other causes beyond its control.
  - B. Fragile articles injured or broken, unless packed by Company's employees and unpacked by them at the time of delivery;
  - C. Pilferage or theft, unless such loss or damage is caused by the failure of

Company to exercise such ordinary care required by law; and concealed damage, or for losses incurred due to the concealed damage of the Goods.

- XIII. **Monetary Maximum Liability:** In the event of loss or damage to the Goods for which DGL is legally liable, DGL's liability shall be limited to actual value of the Goods and to the carrier's insurance maximum coverage, subject to a maximum of USD \$0.50 per pound of goods stored, unless Customer declared a higher value for the goods and Company agrees in writing to purchase insurance for the Goods at Customer's benefit, and Customer has paid the supplementary charge in accordance with the terms herein.
- XIV. In no event shall DGL be responsible for loss or damage to documents, stamps, securities, artwork, heirlooms, jewelry or other articles of high and unusual value unless a special agreement in writing is made between Company and Customer with respect to such articles.
- XV. **No Consequential Damages.** In no event, whether as a result of breach of company's duties, negligence liability without fault or any other legal theory or basis, shall company be liable for any special, incidental, consequential, statutory or punitive damages, including but not limited to, loss of profits or loss of market, loss of income, damages arising from loss, attorneys fees or punitive damages, wrong delivery, or damage to property, loss of use of goods, cost of substitute goods, delayed delivery or failure to attempt delivery, whether or not company had knowledge that such damages or losses might occur.
- XVI. **Inspection & Security.** All shipments are subject to inspection by Company; by Company's Carriers for any transportation services provided, if any; and by any duly authorized government or regulatory entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, Company is not obligated to perform such inspection except as mandated by law. Further, Company reserves the right to unilaterally reject any shipment that it deems unfit for transport, or for storage under this Warehouse Receipt, after inspection.
- XVII. The Customer is to use the DGL Bill of Lading ("BOL"). The Customer shall complete all the appropriate documents required for carriage, in light of the services being sought, and the pick up or destination requested. In the event the Customer fails to timely and properly complete the appropriate documents,
- XVIII. DGL may at its option, but without obligation, complete, correct or replace the documents. If a substitute form of BOL is needed to complete delivery of this shipment for any reason and DGL
- XIX. completes that document, the terms of the completed BOL will govern and DGL will be exonerated from all liability for undertaking such actions on behalf of the Customer including specifically liability for, in whole or in part, negligence by DGL. All Bills of Lading are non-negotiable and will

have been prepared by DGL on behalf of the Customer in accordance with the Customer's instructions and approved by the Customer, The Customer is to provide the BOL. DGL shall have no obligation to make any payments or honor any rate quotes in any of the following instances: (i) the unauthorized alteration or use of bill of lading, or (ii) tendering of shipments to any carrier other than that designated by DGL, or (iii) the use of any bill of lading not authorized or issued by DGL

### **Binding Nature of Agreement; Assignment**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns, except that no party may assign, delegate or transfer any of its obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

### **Claims and Limitations of Liability**

DGL is not liable for any loss, damage, misdelivery or non-delivery caused by: (i) the act, default or omission of a Carrier; the Customer or any other party who claims interest in the shipment; or (ii) the nature of the shipment or any defect therein; or (iii) a violation by the Customer of any provision of this Agreement, the BOL, the carrier's tariff, including, improper or insufficient packing, securing, marking or addressing; or (iv) failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions; or (v) acts of God, perils of the air, public enemies, public authorities, acts or omissions of Customs or quarantine officials, war, riots, strikes, labor disputes, shortages, weather conditions or mechanical delay or failure of vehicles or other equipment; or (vi) the acts or omissions of any person other than employees of DGL; or (vii) the selection of carrier for a particular shipment. Customer acknowledges that in order to provide competitive rates for the services, that the parties have agreed as a material term of this Agreement that the risk of loss or damage incurred as a result of DGL alleged liability shall be limited to the fees that DGL has earned with respect to the subject shipment. There is a minimum claim amount of fifty dollars (\$50) (after limit of liability rule has been applied) on damage/shortage claims in order for DGL to file a claim with the carrier.

Base Pillars

Materiality

All covenants, agreements, representations and warranties made herein shall be deemed to be material and to have been relied on by the Parties in entering into this Agreement and shall survive the acceptance of this Agreement.

### **Severability; Integration**

The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement and the documents incorporated into this Agreement by reference, constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not contemplated by or embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not so set forth.

### **Construction**

This Agreement is intended to express the mutual intent of the Parties hereto, and irrespective of the identity of the Party or counsel who prepared this document, no rule of strict construction shall be applied against any Party.

### **Modification and Waive and Complete Agreement**

No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. This Agreement supersedes all agreements or documents entered into between the parties.

### **Governing Law; Forum; Venue**

This Agreement is deemed executed, delivered and performed in the State of Florida, and the substantive laws of the State of Florida and Federal law as applied in Florida without reference to choice

of law principles and specifically excluding the United Nations Convention on Contracts for the International Sales of Goods, shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the Superior Court in and for the County of Miami Dade in the State of Florida or the United States District Court, District of Florida and each Party consents to jurisdiction and venue in such court for such purposes



## Privacy Policy

DGL Export Inc may use the information collected in many ways, including, without limitation, to:

- I. Provide you with your requested products and services;
- II. Operate, improve, and analyze DGL Sites or DGL's products and services;
- III. Provide and improve DGL's customer service to customers, carriers, applicants, and other vendors; Communicate with you and personalize your use of DGL Sites;
- IV. Provide transportation information to DGL's customers and carriers;
- V. Provide legal and administrative notices;
- VI. Contact you regarding employment, whether through phone calls, emails, or text messages;
- VII. Promote security;
- VIII. Prevent fraud;
- IX. Comply with applicable laws and regulations;
- X. Collect payment for our DGL's products and services (including as necessary or required by law obtaining government-issued identification information);
- XI. Verifying the identity of persons with whom DGL communicates or does business;
- XII. Advance other purposes disclosed to you through DGL Sites or DGL's marketing, presentations, or literature. DGL collects and uses personal information solely for DGL's legitimate interests in conducting DGL's business and not for the purposes of monitoring your personal behavior or profiting from the transfer or sale of personal information.

These terms may change at any time without prior notice. DGL retains information collected in conformance with its standard data retention policies, which are based on legal and regulatory requirements as well as reasonable common business practices in the United States, including but not limited to providing DGL's products and services, collecting payment and maintaining communication with customers and companies and individuals who have expressed an interest in DGL, and other legitimate purposes.

DGL uses various administrative, technological, and/or physical security measures to protect the information collected. Notwithstanding these security measures, **DGL CANNOT AND DOES NOT GUARANTEE THE SECURITY OR CONFIDENTIALITY OF THE INFORMATION COLLECTED.**