



## **TERMS AND CONDITIONS OF SERVICE**

### **Brokerage of Transportation and Related Logistics Services**

#### **Terms and Conditions of Service (Brokerage)**

#### **Términos y Condiciones del Servicio (Intermediación)**

These Terms and Conditions (the “Terms”) govern all services provided by DGL Export Inc. (“DGL”, “we”, “us”) to the customer identified in a quotation, rate confirmation, booking, tender, invoice, or other written/electronic communication (“Customer”, “you”). DGL acts solely as a transportation broker (arranging transportation by duly authorized motor carriers and/or other service providers) and, unless expressly agreed in writing, does not act as a motor carrier, freight forwarder, NVOCC, warehouseman, or bailee.

#### **1. Acceptance and Order of Precedence**

(a) You accept these Terms by: (i) signing a service agreement; (ii) tendering a shipment to DGL; (iii) accepting a quote/rate confirmation; (iv) using DGL’s web portal or electronic booking tools; or (v) paying any invoice. (b) If a separate written agreement signed by both parties conflicts with these Terms, the signed agreement controls only for the conflicting provision. (c) Carrier-specific terms (tariffs, rules) may apply to the transportation itself; DGL will provide relevant carrier rules upon request when available.

#### **2. Definitions**

“Shipment” means any goods tendered for transportation arranged by DGL. “Carrier” means the transportation provider performing the move. “Accessorials” include detention, layover, redelivery, port fees, chassis, storage, demurrage, per diem, and similar charges. “Rate Confirmation” means DGL’s written/electronic confirmation of agreed pricing and key service terms for a Shipment.

#### **3. Scope of Services**

DGL will arrange transportation and related logistics services as requested (e.g., FTL, LTL, drayage/intermodal, cross-dock/transfer arranged through third parties, and documentation coordination). Unless expressly stated in a Rate Confirmation, DGL does not provide cargo insurance, warehousing, or physical handling of freight, and does not assume custody of cargo.

#### **4. Customer Responsibilities**

You are responsible for: (a) accurate shipment details (weight, class, NMFC/HTS where applicable, dimensions, packaging, count, hazmat status, temperature requirements); (b) proper packaging and securement suitable for normal



transportation; (c) loading/unloading when shipper/consignee load/unload applies; (d) providing correct pickup/delivery addresses, contact persons, and hours; (e) compliance with all laws (including hazmat, export controls, sanctions/OFAC, denied party screening, customs rules); and (f) ensuring declared values and instructions are communicated before pickup.

## **5. Rates, Payment, and Billing Disputes**

(a) Rates are based on the information you provide. If shipment details change (weight/class/dimensions/hazmat/appointments/ports), rates may be adjusted. (b) Payment terms are Net 30 days from invoice date unless otherwise stated. Past-due amounts accrue interest at 2.0% per month or the maximum permitted by law, whichever is less, plus reasonable collection costs, attorney fees, and court costs where allowed. (c) Payments are applied to the oldest undisputed invoices first unless prohibited by law. (d) Billing disputes must be submitted in writing to DGL within 30 days of invoice date with supporting documentation. Undisputed portions remain due and payable on time.

## **6. Accessorial Charges**

Accessorial charges may be assessed by Carriers or terminals (e.g., detention, demurrage, per diem, chassis, port fees, redelivery, storage, tolls, reweigh). Unless the Rate Confirmation expressly states otherwise, Customer is responsible for all accessorials incurred due to (i) facility delays, (ii) incorrect information, (iii) refused deliveries, (iv) appointments not honored, or (v) terminal/port conditions outside DGL's control.

## **7. Claims, Time Limits, and Documentation**

(a) DGL is not a Carrier and is not liable for loss, damage, delay, or theft during transit, except to the extent caused by DGL's own gross negligence or willful misconduct in arranging transportation. (b) All cargo claims must be filed directly with the Carrier in accordance with applicable law and the Carrier's rules. Upon request, DGL will reasonably assist with providing available documentation (e.g., carrier contact info, rate confirmation) once Customer is current on undisputed invoices. (c) Customer must notify DGL of any alleged cargo issue within 24 hours of delivery (or scheduled delivery for non-delivery) and preserve evidence, packaging, and inspection records.

## **8. Limitation of Liability**

To the maximum extent permitted by law: (a) DGL's total liability for any claim relating to a Shipment will not exceed the brokerage fees earned by DGL for that Shipment; (b) in no event will DGL be liable for consequential, incidental, special, punitive, or exemplary damages (including lost profits, business interruption, or loss



of market); and (c) any claim against DGL must be brought within one (1) year after the event giving rise to the claim.

## **9. Insurance (Updated Wording)**

(a) Carrier insurance. Carriers are responsible for maintaining insurance required by law and their operating authority. Proof of Carrier insurance may be provided when available. (b) Optional cargo insurance (Shipper's Interest – All Risk). At Customer's written request (prior to pickup), subject to underwriting and payment of premium, DGL may arrange **first-party Shipper's Interest All Risk Cargo Insurance** for a specific Shipment. Any claim payment (if any) is made to the shipper/insured (or as directed by the policy). This coverage is **not** "contingent cargo liability" and is separate from the Carrier's cargo liability. (c) No insurer. DGL is not an insurance company and makes no representations regarding coverage, exclusions, or claim outcomes. If cargo insurance is not specifically quoted and confirmed in writing before pickup, **no cargo insurance is provided by DGL.**

## **10. Indemnification**

Customer will indemnify, defend, and hold harmless DGL and its officers, employees, and agents from claims, liabilities, fines, penalties, and expenses arising from: (a) inaccurate or incomplete shipment information; (b) improper packaging/labeling; (c) hazardous materials or regulatory violations; (d) Customer's breach of these Terms; or (e) Customer's instructions or acts/omissions of shipper/consignee.

## **11. Lien and Right to Withhold Documents**

To the extent DGL has possession or control of documents related to the Shipment, DGL has a general lien for all undisputed charges owed by Customer and may withhold release of non-essential administrative documents until payment is made, as permitted by law. Nothing herein creates a duty for DGL to take physical possession of cargo.

## **12. Force Majeure**

Neither party is liable for delays or failures caused by events beyond reasonable control (including acts of God, strikes, port congestion, labor disruptions, government actions, war, cyber incidents, pandemics, severe weather, terminal closures, or equipment shortages). Affected obligations are suspended during the event; Customer remains responsible for charges incurred (including storage/demurrage/per diem) unless otherwise agreed in writing.



### **13. Confidentiality**

Each party will treat non-public pricing, customer lists, lanes, and operational data as confidential and use it only to perform under these Terms. This section does not restrict disclosure required by law or to Carriers/service providers to fulfill the Shipment.

### **14. Data and Privacy**

DGL may collect and use shipment and contact data to arrange transportation, communicate status, comply with legal obligations, and improve services. DGL will use reasonable administrative and technical safeguards, but no system is 100% secure. If you require specific privacy or security terms (e.g., enterprise addendum), they must be agreed in writing.

### **15. Governing Law; Venue; Attorneys' Fees**

These Terms are governed by the laws of the State of Florida (without regard to conflicts rules). Exclusive venue for any dispute will be state or federal courts located in Miami-Dade County, Florida, and the prevailing party is entitled to reasonable attorney fees and costs where allowed by law.

### **16. Notices**

Notices must be in writing and sent by email plus one additional method (certified mail or recognized courier) to the contacts identified on invoices or a signed agreement. Email notice is deemed received on the next business day after sending, absent bounce-back.

### **17. Updates; Severability; Entire Agreement**

DGL may update these Terms from time to time. Updated Terms apply prospectively to Shipments tendered after the effective date. If any provision is unenforceable, the remainder remains in effect. These Terms constitute the entire agreement regarding brokerage services unless a different agreement is signed in writing by both parties.



## ANNEX A – ACCESSORIALS (SUMMARY)

Accessorial charges vary by port/terminal/carrier and market conditions. Unless a Rate Confirmation states a fixed amount, accessorials will be billed at actual cost plus any agreed administrative fee.

Typical examples: detention, layover, chassis, chassis split, pre-pull, storage, demurrage, per diem, redelivery, appointment, tolls, overweight, hazmat, driver assist, liftgate, residential, inside delivery.

Category	Example Triggers	How Billed
Detention / Layover	Facility delays; long load/unload; missed appointment	Per carrier schedule or quote
Port / Terminal	PierPass; terminal handling; congestion surcharges	At actual terminal cost
Equipment	Chassis; genset; special equipment	Per day / per move
Storage / Demurrage / Per diem	Terminal or rail free-time exceeded	Per terminal/ steamship/ rail tariff

Note: If you want fixed accessorial amounts by port (e.g., Long Beach, Oakland, NY/NJ), we can add a port-specific schedule as an additional annex and update it periodically.



## **PARTE II – VERSION EN ESPANOL (TRADUCCION)**

### **TERMINOS Y CONDICIONES DEL SERVICIO**

Estos Términos y Condiciones (los “Términos”) rigen todos los servicios prestados por DGL Export Inc. (“DGL”, “nosotros”) al cliente identificado en una cotización, confirmación de tarifa, reserva, orden, factura o comunicación escrita/electrónica (“Cliente”, “usted”). DGL actúa únicamente como intermediario (broker) de transporte, organizando el transporte a través de transportistas debidamente autorizados y/u otros proveedores. Salvo acuerdo expreso por escrito, DGL no actúa como transportista (carrier), freight forwarder, NVOCC, depositario (warehouseman) ni asume custodia física de la carga.

#### **1. Aceptación y Jerarquía de Documentos**

Usted acepta estos Términos al: (i) firmar un acuerdo; (ii) entregar una carga para ser coordinada por DGL; (iii) aceptar una cotización/confirmación de tarifa; (iv) usar herramientas o portal electrónico; o (v) pagar cualquier factura. Si existe un contrato separado firmado por ambas partes que contradiga estos Términos, dicho contrato prevalece sólo en lo que sea incompatible.

#### **2. Definiciones**

“Embarque” significa cualquier mercancía entregada para transporte coordinado por DGL. “Transportista” significa el proveedor que ejecuta el movimiento. “Accesoriales” incluyen detention, layover, redelivery, cargos portuarios, chassis, storage, demurrage, per diem y cargos similares. “Confirmación de Tarifa” es la confirmación escrita/electrónica de DGL con precio y condiciones claves del Embarque.

#### **3. Alcance de Servicios**

DGL coordinará servicios de transporte y logística relacionados (p. ej., FTL, LTL, drayage/intermodal y coordinación documental) según se solicite. Salvo indicación expresa en una Confirmación de Tarifa, DGL no provee seguro de carga, almacenamiento ni manejo físico de mercancía, y no asume custodia de la carga.

#### **4. Responsabilidades del Cliente**

El Cliente es responsable de: (a) información exacta del embarque (peso, clase, dimensiones, embalaje, cantidad, estado hazmat y requisitos especiales); (b) embalaje y etiquetado adecuados; (c) carga/descarga cuando aplique shipper/consignee load/unload; (d) direcciones y horarios correctos; (e) cumplimiento legal (hazmat, controles de exportación, sanciones/OFAC, reglas aduaneras); y (f) comunicar valores declarados e instrucciones antes del retiro.

## 5. Tarifas, Pago y Disputas de Facturación

Las tarifas se basan en la información entregada por el Cliente. Cambios en peso/clase/dimensiones/hazmat/citas/puertos pueden generar ajustes. Plazo de pago: Net 30 días desde la fecha de factura, salvo acuerdo distinto. Saldos vencidos generan interés del 2.0% mensual o el máximo permitido por la ley, el que sea menor, más costos razonables de cobranza y honorarios legales donde aplique. Disputas deben enviarse por escrito dentro de 30 días con soportes. La parte no disputada debe pagarse a tiempo.

## 6. Accesoriales

Los accesoriales pueden ser cobrados por Transportistas o terminales (detention, demurrage, per diem, chassis, cargos portuarios, redelivery, storage, peajes, reweigh). Salvo que la Confirmación de Tarifa indique lo contrario, el Cliente asume accesoriales originados por demoras, información incorrecta, entregas rechazadas, citas incumplidas o condiciones de terminal fuera del control de DGL.

## 7. Reclamaciones

DGL no es Transportista y no responde por pérdida, daño, demora o hurto durante el tránsito, salvo por negligencia grave o dolo de DGL al coordinar el servicio. Las reclamaciones de carga deben presentarse directamente al Transportista conforme a la ley aplicable y sus reglas. A solicitud, DGL brindará asistencia razonable con documentación disponible una vez el Cliente esté al día en facturas no disputadas.

## 8. Limitación de Responsabilidad

En el máximo permitido por la ley, la responsabilidad total de DGL por cualquier reclamo relacionado con un Embarque no excederá los honorarios de intermediación ganados por DGL en ese Embarque. DGL no será responsable por daños indirectos o consecuenciales (lucro cesante, interrupción del negocio, etc.). Cualquier reclamo contra DGL debe presentarse dentro de un (1) año del hecho.

## 9. Seguro

(a) Seguro del transportista. Los Transportistas deben mantener el seguro requerido por ley y por su autoridad operativa. Cuando sea posible, DGL podrá compartir constancias de seguro del Transportista. (b) Seguro opcional de carga (Shipper's Interest – All Risk). Por solicitud escrita del Cliente (antes del retiro), sujeto a aprobación del asegurador y pago de prima, DGL podrá gestionar **un seguro first-party de Shipper's Interest tipo "All Risk"** para un Embarque específico. Cualquier pago de reclamo (si aplica) se realiza al shipper/asegurado (o según indique la póliza). Esta cobertura **no** es "contingent cargo liability" y es



independiente de la responsabilidad/seguro del Transportista. (c) DGL no es aseguradora. DGL no es una compañía de seguros ni garantiza cobertura, exclusiones o resultados. Si el seguro de carga no se cotiza y confirma por escrito antes del retiro, **DGL no provee seguro de carga.**

#### **10. Indemnizacion**

El Cliente indemnizará y mantendrá indemne a DGL por reclamaciones, multas y gastos derivados de: información inexacta, embalaje/etiquetado inadecuado, violaciones regulatorias/hazmat, incumplimiento del Cliente o instrucciones/omisiones del shipper/consignee.

#### **11. Fuerza Mayor**

Ninguna parte responde por demoras o incumplimientos por eventos fuera de control razonable (clima severo, huelgas, congestión portuaria, acciones gubernamentales, cierres de terminal, escasez de equipos, etc.). Las obligaciones se suspenden durante el evento; el Cliente sigue siendo responsable por cargos incurridos (storage/demurrage/per diem) salvo acuerdo escrito distinto.

#### **12. Ley Aplicable y Jurisdicción**

Estos Términos se rigen por las leyes del Estado de Florida. La jurisdicción exclusiva será Miami-Dade County, Florida. La parte vencedora podrá reclamar honorarios legales y costos donde la ley lo permita.