

# **TERMS AND CONDITIONS DSG TRANSPORT LLC**

**DSG TRANSPORT LLC, is licensed as a property broker by the Federal Motor Carrier Safety Administration and/or other government agencies as required by law and, as a licensed broker, arranges for freight transportation. The “SERVICE” referred to herein is DSG TRANSPORT LLC’s Freight Brokerage Services wherein we connect willing shippers with willing motor carriers for the movement of freight. NEITHER DSG TRANSPORT LLC NOR THE SERVICE IS A MOTOR CARRIER NOR AN AGENT FOR ANY TRANSPORTATION PROVIDER.**

**The carrier is responsible for the actual transportation services provided. All transit times and routes are determined by the carrier and the Company is not responsible for the accuracy or completeness of that information. All transit times are estimates only and do not include the day of pickup. The Company makes no representations or warranties regarding pickups and deliveries and cannot guarantee pickup or delivery by any specific date or time.**

**Any applicable general rules tariffs on shipments (“Tariffs”), established by the carrier used to transport the freight, may take precedence over these TERMS AND CONDITIONS. The Tariffs are generally available through the carrier’s website.**

**DSG TRANSPORT LLC reserves the right to alter these TERMS AND CONDITIONS from time to time. The most recent version of these TERMS and CONDITIONS is made available on the WEBSITE. These TERMS AND CONDITIONS apply to all shipments and supersede all agreements, representations, warranties, statements, promises, and understandings of the parties, written or oral, except as expressly stated herein. If a Customer enters into a separate contractual agreement with the Company, only conflicting terms in that agreement will take precedence over these TERMS AND CONDITIONS. Your continued use of the Web Site following posting of any changes to these Terms of Use constitutes your unconditional acceptance and agreement to be bound by the changed terms. Accordingly, we urge you to review these Terms and**

Conditions at the start of each transaction. If you do not agree to these revised Terms and Conditions, do not hire us to tender freight to Motor Carriers.

**DSG TRANSPORT LLC** may suspend or terminate its services if **DSG TRANSPORT LLC** believes **YOU** are in breach of these **TERMS AND CONDITIONS**. **DSG TRANSPORT LLC** has the right, in its sole discretion, to refuse any shipment at any time.

To the maximum extent permitted by law, **YOU** hereby acknowledge and agree that consumer laws do not apply. If however, any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these **TERMS AND CONDITIONS** will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies **YOU** have, and **DSG TRANSPORT LLC's** liability is limited as set out in these **TERMS AND CONDITIONS** or as permitted by applicable law.

The Customer is responsible for and warrants their compliance with all applicable laws, rules, and regulations including but not limited to customs laws, hazardous materials laws, import and export laws, and governmental regulation of any state and country to, from, through or over which the shipment may be transported.

If applicable, the Customer further warrants that it is registered and in compliance with the security plan and training requirements, and any amendments related thereto, related to hazardous materials, including but not limited to, 49 C.F.R. #172.700-704 and 49 C.F.R. #172.800-804. The Customer is obligated to inform **DSG TRANSPORT LLC** at the time of shipment tendering if any shipments contain hazardous materials. The Customer further warrants that it will immediately advise **DSG TRANSPORT LLC** if its registration and/or compliance with these regulations expires or are terminated. The Customer agrees to furnish such information and documentation as necessary to establish its compliance with such laws, rules, and regulations.

**DSG TRANSPORT LLC** does not accept and the Customer agrees not to tender any shipment containing (i) certain classifications of hazardous materials (including but not limited to Class 1, Class 2.3, Class 4.3, Poisonous/Toxic Inhalation Hazards in Class 2, 3, 4, 5, 6, and 8, Class 6.2, Class 7, and regulated and medical waste), (ii) deeds, stock certificates, securities, or any similar items, (iii) financial and/or personal identification documentation in paper form or on hard drives and servers (including but not limited to business records and passports), (iv) money or currency of any denomination, (v) precious metals (including but not limited to gold, silver or platinum), (vi) cigarettes, cigars and other tobacco products, (vii) fireworks, firearms and/or ammunition, (viii) artwork, antiques, artifacts, or one-of-a-kind items, (ix) live animals, fish, or insects, (x)

human and animal remains, (xi) etiological agents, (xii) blood or plasma, (xiii) carbon black, activated carbon, and lamp black, (xiv) cannabis/marijuana, hemp, cannabidiol (CBD), or any products containing these items, and/or (xv) vaping devices, accessories, and products.

The Customer acknowledges and agrees that rail carriers provide transportation services subject to provisions, restrictions, and limitations in their rail circulars, and the rail circulars address, among other matters, standards for loading, blocking and bracing, prohibitions and restrictions on certain types of commodities, limitations of liability, procedures and limitations on cargo claims, and requirements for proper descriptions of commodities.

DSG TRANSPORT LLC assumes no liability to the Customer or any other person for any loss or expense due to the failure of the Customer to comply with these provisions. The Customer agrees to indemnify, defend, and hold DSG TRANSPORT LLC harmless for any and all loss, liability, claim, damages, or suit arising from Customer's noncompliance with the restrictions and/or requirements of this section.

The carrier liability and claims process for any cargo damage, loss, theft, or delay from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706 and 49 C.F.R. §370.1 et seq. respectively ("Cargo Claim Liability Terms"). To the extent that any of the Cargo Claim Liability Terms are inconsistent with the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended, and the regulations thereto or similar provincial or territorial legislation having jurisdiction, and/or the provisions of any bill of lading, the Cargo Claim Liability Terms shall prevail. Cargo claims can be denied and/or the amount paid can be less than the value of the shipment based on, but not limited to, the carrier's Tariffs, commodity restrictions, released value provisions, limitations of liability, or applicable common law exceptions to liability. The Customer agrees DSG TRANSPORT LLC, as a broker only, is not liable for any damage, loss, theft, or delay, except as stated hereafter. To the extent DSG TRANSPORT LLC is found negligent for any cargo damage, loss, theft, or delay DSG TRANSPORT LLC's liability is limited to no greater than a refund of the total freight charge payment related to the specific shipment in question. To the extent the foregoing may be disallowed by applicable law DSG TRANSPORT LLC's liability shall be limited to the fullest extent otherwise permitted by law DSG TRANSPORT LLC will not be responsible in any way for claims arising out of the Customer's negligence, the carrier's negligence, or the negligence of any third party. The Customer agrees to the provisions of this section on behalf of any third party with interest in the freight.

Cargo liability on shipments varies by carrier, commodity, and the product being considered new or used, as determined by the carrier, and is generally limited to a per pound amount. The individual carrier's Tariffs will apply when determining carrier liability. If the shipment contains freight with a predetermined exception value, as determined by the carrier, the maximum exception liability will override the otherwise standard liability coverage. The maximum amount that the Customer will receive from the carrier on a claim will be that which is recoverable under the respective transportation Tariffs. On shipments, DSG TRANSPORT LLC may offer a shipper's interest insurance policy for purchase by the Customer. In no case will the carrier's maximum cargo liability on a truckload shipment be greater than the value disclosed by the Customer or \$100,000, whichever is less. It is the Customer's obligation to provide the accurate value of each truckload shipment before tendering. In no case will the carrier's maximum cargo liability on a parcel shipment be greater than \$100 unless additional coverage is purchased at the time of booking. Cargo liability on rail shipments is subject to the provisions of the applicable rail circular. It is the Customer's responsibility to have sufficient cargo insurance coverage in place to meet their shipment needs.

DSG TRANSPORT LLC may, but is not obligated to, assist the Customer in the claim filing process. A complete and detailed claim and all required supporting documentation must be submitted by the Customer in writing to the carrier or DSG TRANSPORT LLC no later than six (6) months after delivery or expected delivery. Claims for damages that are not readily apparent or noted upon delivery ("concealed damage") must be submitted within three (3) days after delivery. The Customer is responsible to ensure freight is inspected upon delivery and damage is noted accordingly. Claims for concealed damage may not be honored by the carrier even if they are reported within three (3) days. DSG TRANSPORT LLC shall not be liable for any actions brought to enforce a claim unless all claim procedures have been complied with and the action is brought within one (1) year after the date the carrier first disallowed all or part of the claim. The filing of a claim does not relieve the responsible party for the payment of freight charges. Freight payment is necessary to process a claim. The Customer may not offset freight or other charges owed to DSG TRANSPORT LLC against claims for any loss, damage, mis-delivery, or non-delivery. DSG TRANSPORT LLC has a lien on funds recovered through the processing of cargo claims and may withhold and offset amounts recovered through such claim processing and apply toward any open past due invoices on account.

Any claim or litigation relating to these TERMS AND CONDITIONS, relating to any shipment scheduled or tendered through DSG TRANSPORT LLC's WEBSITE OR SERVICE, or relating to any and all disputes between DSG TRANSPORT LLC and the Customer, shipper and/or consignee shall be filed in the jurisdiction of the State or Federal Courts within the State Of Washington located in Pierce County and shall be subject to Washington State law. Customer hereby irrevocably consents and submits themselves to the personal jurisdiction of said courts for all such purposes.

**DSG TRANSPORT LLC's sole responsibility is to provide the SERVICE, subject to these TERMS AND CONDITIONS. DSG TRANSPORT LLC's sole liability for direct damages are limited to DSG TRANSPORT LLC's negligent acts or omissions or DSG TRANSPORT LLC's material breach of these TERMS AND CONDITIONS and are limited to no greater than a refund of the total freight charge payment related to the specific shipment in question. To the extent the foregoing may be disallowed by applicable law, DSG TRANSPORT LLC's liability shall be limited to the fullest extent otherwise permitted by law. YOU EXPRESSLY UNDERSTAND AND AGREE THAT DSG TRANSPORT LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHICH MAY OR DOES RESULT FROM THE USE OF THE SERVICE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, STATEMENTS OR CONDUCT OF ANY THIRD PARTY OF THE WEBSITE, USE OF THIRD PARTY SITES, ANY MODIFICATION, PRICE CHANGE, SUSPENSION OR TERMINATION OF THE SERVICE, OR ANY OTHER MATTER RELATING TO THE SERVICE, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT ANY PARTY HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL THEIR ESSENTIAL PURPOSE, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, BUSINESS INTERRUPTION, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES. THIS LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF ANY OF THE AFOREMENTIONED DAMAGES.**

**YOU agree to defend, indemnify, and hold harmless DSG TRANSPORT LLC from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, losses, risks, costs, and expenses (including without limitation attorney fees and litigation expenses) relating to or arising from YOUR use of the SERVICE or any use under YOUR username and password whether or not authorized by YOU, YOUR fraud, violation of law, or willful misconduct, and any breach by YOU of these TERMS AND CONDITIONS, including, but not limited to, uploading, emailing, posting, publishing, transmitting or submitting any content, or any misrepresentation, breach of warranty or certification made by YOU.**