



DIVERSIFIED TRANSFER & STORAGE, INC.

Accessorial Charges Terms and Conditions

1. **APPOINTMENT / LATE FEES:** A delivery appointment does not constitute a guaranteed delivery time. LTL transportation is a different mode than truckload transportation. Our delivery schedule is affected by the ability of the previous shipper or receiver to load or unload our truck in a timely manner. DTS will make every effort to deliver as scheduled. DTS will not be liable for any penalties or consequential damages of any kind imposed by the shipper or consignee as the result of a missed or late arrival to an appointment. If the shipper or receiver charges these fees at time of pickup or delivery, then these fees will be billed back plus 10%. If multiple orders are involved, then the cost will be equally divided among all orders.
2. **CLAIMS:** DTS will accept no claims for loss or damage of property or cargo amounting to less than \$50.00. All claims in excess of \$50.00 must be filed within 9 months of delivery and must be for the lessor of the manufacturer's cost or \$2.00 per pound (See Released Value). Carrier will have the right to salvage any damaged product resulting in a claim.
3. **CLAIM DEDUCTIONS:** Deductions against Carrier's invoices are not permitted for claims, pallets, or other charges. All claims must be invoiced to Diversified Transfer & Storage 1640 Monad Rd Billings MT 59101. All claims will be declined until the freight invoice for the claim in question has been paid by the customer. The cost of transportation should be added to the cost of the claim as a separate line item.
4. **DETENTION:** All detention charges will be billed to the party responsible for the freight charges. For LTL shipments weighing 10,000 pounds or less, 1 hour will be allowed for pick-ups and/or deliveries. For shipments greater than 10,000 pounds, 2 hours will be allowed for loading and/or unloading. Detention will be billed @ \$70/hour, billed in 15 minute increments.
5. **FINES AND PENALTIES:** Although we do our best to meet appointment times and requested delivery dates, occasional problems happen due to unforeseen traffic & weather, excessive unloading times, equipment breakdowns, etc. LTL distribution is not a guaranteed industry, and is often subject to factors outside of our control. Therefore, DTS cannot make service guarantees on any LTL shipments. DTS will also not be responsible for payment of shipper or consignee fines, late fees or rescheduling fees. Any fees assessed upfront at time of delivery will be added to the corresponding freight invoice.
6. **FUEL SURCHARGE:** Carrier's fuel surcharge will apply to all line haul revenue based on the weekly National average price of diesel fuel as determined by the Department of Energy.
7. **LAYOVER:** Layovers will be charged at a maximum of \$500 per day.
8. **LOADING / UNLOADING:** Should our driver be responsible for loading or unloading, sorting, segregating, re-stacking or re-palletizing etc., additional charges will be added to the freight invoice.
9. **NIGHT DELIVERIES:** All deliveries occurring from 6pm to 4am (inclusive) are subject to a \$100.00 night delivery charge.
10. **PALLET EXCHANGE:** DTS does not exchange pallets. Should customer / shipper require pallets, DTS will charge back the cost of the pallets plus 5% for having to purchase the pallets and wait for reimbursement. Charges will be added to the freight invoice as a Pallet Handling Fee line item charge.
11. **PAYMENT DELAYS / REFUSAL OF PAYMENT:** All invoices are due within 15 days of the date of the invoice. All invoices not paid within 30 days will be subject to a monthly service charge of 1 ½%. If a third party is required to collect on past due invoices, then the fees required to collect the past due charges will be added to the charges of the invoice.
12. **RECONSIGNMENT:** Truckloads will be charged \$100 plus applicable mileage charge. LTL re-consignment rates will be quoted on an individual basis.



13. **RELEASED VALUE:** Carrier product liability is limited to \$2.00 per pound or manufacturer's cost, whichever is lower.
14. **RETURNED CHECKS:** There will be a \$50.00 charge for all returned checks.
15. **SHIPPER LOAD AND COUNT:** If our driver is required to sign for number of cases, there will be an additional charge of \$0.15 per case; \$15.00 minimum charge per order.
16. **STOPS IN TRANSIT:** Extra pickups or deliveries will be billed at the rate of \$75 per additional stop.
17. **STORAGE CHARGES:** Customer will advise of disposition of overage or damage not the fault of DTS within 24 hours of notification. After 24 hours, storage and handling charges will start. The charges of the warehouse facility used plus a 5% administration fee will be billed to the customer.
18. **THIRD PARTY UNLOADING SERVICES (LUMPERS):** **Most deliveries require an unloading service to unload the truck, whether it is a third party or our driver. Documentation supporting the unloading charges will be provided with the invoice. This will be the only notification provided of such charges. If earlier notice of unloading charges is required, please call and speak to the dispatch representative that the order was tendered to.** If DTS is required to hire a third-party service to unload product, a 5% administrative line item charge (\$10 minimum) will be added to the invoice to offset the cost of advancing funds to pay for the service, handling of the unloading service's invoice, and waiting for reimbursement. If multiple orders are unloaded for multiple customers, then the total cost will be allocated among all orders based on the number of pieces unloaded per each shipper's bill of lading. A breakdown of the cost will be provided. Charges will be added to the freight invoice.
19. **WEEKEND / HOLIDAY DELIVERIES:** All deliveries occurring on Saturday, Sunday and all Holidays are subject to an additional charge of \$150.
20. **Weekend / Holiday Warehouse Unloading:** Any unloading required to be performed over a weekend or holiday will incur an additional charge of \$100 plus cross dock fees.

These terms and conditions are subject to updating without notice. This document last updated April 5, 2017. For the most recent update visit our website. www.dtsb.com.