

Transportation Terms and Conditions November 1, 2026

These Terms and Conditions set forth the services provided by Diversified Transfer & Storage, Inc. ("DTS") and the terms, conditions, restrictions, and requirements under which those services will be rendered. These Terms and Conditions are incorporated through reference on DTS' offering to the public via its website, and through its documents, including but not limited to the Credit Agreement, initial rate offers, rate confirmation sheets, invoices, or service orders, and apply to all services provided by DTS.

Though effort has been made to present a uniform and consistent statement of the terms and conditions of service for DTS to the extent that any conflict exists or arises between the terms and conditions of the shipping, warehousing or other documents, these Terms and Conditions of Service shall control. To the extent applicable, and allowable by law, those provisions of the Interstate Commerce Act which are inconsistent with these Terms and Conditions of Service are expressly waived.

If any portion of these Terms and Conditions of Service are found unenforceable by the courts or by any other agency having jurisdiction over the parties, such portions shall be deemed stricken, however, the remainder will remain valid and enforceable.

APPLICABILITY: These Terms and Conditions of Service apply to all services provided by DTS to or for the Customer, which term shall include the shipper, exporter, importer, sender, receiver, owner, consignor, consignee, transferee of the shipments and can only be altered by written agreement signed by an officer of DTS prior to shipment.

APPLICATION OF ACCESSORIAL CHARGES: Where a written contract does not exist between parties, by tendering goods to DTS, Inc. Shipper acknowledges that they are aware

of and in full agreement with DTS Terms and Conditions, as amended from time to time without notice. Shipper further agrees that the applicable DTS Terms and Conditions supersedes any contradictory terms and conditions contained within an individual Shipper's Bill of Lading, unless previously agreed to in writing by both parties.

1. **AUTHORIZATION**: Customer authorizes DTS to arrange for motor carriers, forwarders, warehousemen and others ("service providers"), as required, to receive, transport, store, and deliver the goods. Unless the Customer instructs DTS, in writing, prior to shipment to use a specific service provider, DTS may utilize any available service provider. The customer is defined as any person or entity that requests services from DTS whether for its own account or on behalf of others, or any person or entity to whom DTS has extended credit.

2. **COLLECTIONS**: Customer is primarily responsible for all charges and fees relating to a shipment, including but not limited to transportation charges, handling, storage, detention, and service charges, regardless of any payment instructions to the contrary. In the event of default by Customer, and in addition to the lien rights set forth below, (See Credit and Payment Section below) DTS reserves the right to collect all such charges from the Shipper, Consignor, Consignee, Beneficial Owner or other party to the transaction, and such parties' liability for freight and other charges shall be joint and several, regardless of the payee designated on the bill of lading or other documents. The provisions of "Section 7" of the National Motor Freight Classification's ('NMFC") Uniform Straight Bill of Lading shall not apply. DTS may, at its sole discretion, initiate collections (with or without discount application) as provided above.

By special arrangement, as a courtesy to the Customer, DTS may undertake "Collect" or third-party payable shipments, though such shipments may be subject to additional charges or a different scale of rates. Collect or third-party freight charges shall be issued to the party specified on the shipping documents, including, but not limited to, bills of lading. Any unpaid collect or third-party freight charges remain the responsibility of the Customer regardless of any notations to the contrary on the bill of lading. The Customer warrants payment shall be made to DTS within 10 days of presentation of its freight charges.

Payment of freight or other charges is not subject to deductions, offset or withholding for any reason whatsoever.

3. **CREDIT AND PAYMENT**: At its discretion DTS may extend credit to Customer. All invoices are due and payable in full in fifteen (15) days from the invoice date at DTS's office. Bills unpaid after 30 days from due date, including dishonored drafts, will be subject to a service charge of one and one-half percent per month (18% per annum) or fraction thereof. Such a service charge shall begin to accrue on the 31st day after the date of invoice. Furthermore, DTS reserves the right to withhold delivery, or deliveries, at the customer's expense, for payment of all unpaid or past due charges. In such event, DTS shall have a possessory lien on all inventory, cargo, freight, shipments and/or tangible commodities tendered to DTS, or any of DTS's contracted carriers or other service providers, for all unpaid, past due and other charges for transportation, distribution, or storage. DTS may also add its reasonable attorney fees, collection costs or service charges incurred in attempting to collect transportation, handling, or storage charges. The compensation of DTS for its services shall be included with and is in addition to the rates and charges of all service providers arranged for by DTS to transport and handle the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by DTS from carriers, insurers, and others in connection with the shipment.

Credit Card payments will be charged a 3.5% additional charge for cost of transaction."

4. **RETURNED CHECKS**: There will be a $100.00 charge for all returned checks.

5. **CUSTOMER'S DUTY**: Customer warrants the accuracy of shipment descriptions, weights, dimensions, written vehicle sanitary or temperature requirements, invoices, documents and other information furnished to DTS by the Customer or its agent and the Customer agrees to indemnify and hold harmless DTS against any increased rates, charges, duty, penalty, fine or expense including attorneys' fees, resulting from inaccurate, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Customer.

It is the responsibility of the Customer to know and comply with the marking requirements of the U.S. Customs Service, the regulations of the U.S. Food and Drug Administration and

all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise. It is understood and agreed that Customer bears all responsibilities of the "Shipper" and/or "Loader" under the FDA Sanitary Food Transportation regulations and must provide specific written requirements as to vehicle sanitary requirements and/or temperature requirements to DTS prior to shipment and to the motor carrier at the time of physical tender. Customer shall be responsible for assessing vehicle cleanliness and/or trailer temperature, prior shipments, cleaning history or any other shipment requirements at pick-up. DTS shall not be responsible for action taken or fines or penalties assessed by any governmental agency, because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

Shippers provided and applied Cargo Security Seals may be used at the time of loading of Full Truck Load shipments only. When Cargo Security Seals are applied by the Shipper, "Shipper Load and Count" will prevail. LTL shipments are not required to have a Security Seal or Continuous Security Seal Record due to the inherent nature of LTL shipments. Padlocks will be used for security on all LTL shipments.

6. **INDEPENDENT CONTRACTORS**: All service providers are independent contractors. Truckload shipments are tendered to motor carriers or others subject to the terms and conditions of the Broker/Carrier or other written contracts between DTS and the service provider. On "LTL" less than truckload shipments, Customer's goods shall be tendered to such service providers subject to their rules, tariffs and terms and conditions DTS will supply or direct Customer to Service Providers' specific rules, tariffs, and terms and conditions upon Customer's written request.

7. **INJURY TO PERSONS OR PROPERTY**: DTS shall not be liable to Customer or any other entity for injury to persons or property unless such injury is the direct result and solely attributable to DTS's acts or omissions. To the extent that the Customer causes or contributes to such injury it shall defend, indemnify, and hold DTS harmless from any claims, suits, causes of action, including reasonable attorney fees and costs. Additionally, DTS shall be entitled to reasonable attorney fees and costs for enforcement of these terms.

8. **PORTAL MANAGEMENT & MANUAL DATA ENTRY FEE:** Rates published by Carrier assume standard electronic communication (EDI/API) or standard email invoicing. When a Shipper, Consignee, or third party requires Carrier to manually input shipment status updates, check-

in/check-out times, accessorial requests, or billing/invoicing data into a proprietary web portal or third-party Transportation Management System (TMS), a Portal Management Fee of $25.00 per load will be assessed in addition to all other applicable freight charges.

9. **TRANSPORTATION ACCESSORIAL CHARGES**:

a. **DETENTION SHIPPER/RECEIVER**: Detention is defined as a request by Shipper or Consignee to detain Carrier from completing loading or unloading due to no fault of the Carrier. 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. For work in appointments detention will start 4 hours after arriving at the location. Detention will be billed @ $150/hour, billed in 15-minute increments. Maximum detention charge is $1500.00 per 24-hour period.

b. **LAYOVER**: An $1500.00 fee will be charged when required to layover to the next day to complete a pickup or delivery due to no fault of carrier.

c. **ATTEMPTED PICKUP FEE**: When an appointment is confirmed for pickup, and the truck arrives and is told to reschedule, a fee of 75% of the linehaul revenue will be charged plus any out of route mileage. The customer must communicate 72 hours prior to appointment for rescheduling to prevent the fee. If the appointment is cancelled and freight is not shipping, the SONU/TONU fee will apply.

d. **ATTEMPTED DELIVERY FEE**: When the appointment is confirmed for delivery, and the truck arrives and is told to reschedule, a fee of $500.00 will be charged plus any out of route mileage. The customer must communicate 48 hours prior to appointment for rescheduling to prevent the fee.

- If the appointment is cancelled and freight is not being delivered, the return freight charge will apply as an additional charge.
- If we can dispatch and hand off to our local partner carrier, we will simply bill the cost to the customer to maintain delivery."

e. **REDELIVERY FEE**: When the carrier is refused at delivery or carrier is required to return for the delivery. The redelivery fee will be $250.00 per occurrence plus $3.00 per mile for the additional mileage, plus fuel surcharge.

f. **RESCHEDULING FEE**: If our truck arrives at the destination on the original scheduled time and the truck is refused for a cancelation, rescheduled appointment, or no appointment (customer made appointment) we will charge a minimum of $300.

g. **WEEKEND / HOLIDAY PICKUPS or DELIVERIES**: All deliveries or pickups occurring on Saturday, Sunday and all Holidays are subject to an additional charge of $250.00, when required by the customer.

h. **APPOINTMENT / LATE FEES**: DTS Charges **NO** appointment fees, however if there is a scheduling fee from the receiver that cost will be passed to the customer. A conveyed 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, rescheduling fees, fines, or consequential damages of any kind imposed by the shipper or consignee as the result of a missed or late arrival at an appointment.**

i. **SPACE ORDERED (SONU) OR TRUCK NOT USED (TONU) LTL**: LTL orders cancelled less than 72 hours of scheduled pickup will be charged **75% of the linehaul revenue** of the order tendered (not including fuel surcharge). If within 72 hours of pickup, a $250.00 charge may apply if appointments and truck planning have been made.

j. **THIRD PARTY UNLOADING**: Lumper fees will be charged back at cost plus a **$15.00** processing fee to cover the cost of issuing payment to the lumper service and labor for allocating charges to each order. Lumper fees will include any service or pallet condition fees charged by the lumper service. If multiple shippers to the same consignee the charges will be pro-rated per order by piece count. Charges will be added to the freight invoice. If any restacking due to a load shift or pallet quality, then restacking or correcting the pallet will be charged to the customer as driver unloading fee listed below.

k. **DRIVER LOADING / UNLOADING AT DOCK**: 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. Any unloading services provided by DTS will be charged an additional administrative/clerical fee of $15.00 and driver charge of **$150.00 an hour with a one hour minimum**, per customer delivery to cover the driver cost and documentation of the charges.

l. **PALLET JACK**: If a pallet jack is required at delivery or pick-up, a fee of $150.00 will be charged and added to freight invoice.

m. **LIFT GATE FEE**: $150.00 per delivery includes driver getting pallet to ground for customer access to pallet at rear of trailer.

n. **RECONSIGNMENT**: $200.00 per occurrence. Further redelivery charges may occur depending on circumstances.

o. **COUNTING CASES**: This service will be provided at a rate of $0.50 per case unloading all cases shipped with a minimum charge of $200.00.

p. **NIGHT DELIVERY or PICKUP FEE**: All pickups or deliveries occurring after 6pm and before 4am are subject to a $150.00-night appointment charge.

q. **INSIDE DELIVERY**: If the driver is required to deliver inside a warehouse, restaurant, or office, the charge of $250.00 with a 3 pallet maximum will be accessed.
r. **DRIVER ASSIST**: Deliveries with no dock requiring driver to move pallets(s) to rear of trailer, to break down pallet, to hand cases to receiver, a $.50 a case fee with a $150.00 minimum will be added to freight invoice.
s. **STOPS IN TRANSIT**: Extra pickups or deliveries will be billed at the rate of $150 per additional stop or pickup. First pickup or drop is at no charge. Deliveries to multiple docks at the consignee's location will incur an additional Stop Charge of $150.00 after the first pickup or drop off.
t. **CORRECTED BOL FEE**: If for any reason the BOL needs changed or updated there will be a $50.00 per occurrence charged to the customer.
u. **FUEL SURCHARGE**: Based on U.S. Energy Information Administration Weekly Retail On-Highway Diesel Prices for the D.O.E. National Average for all states, as stated in the DTS Fuel Surcharge Schedule. In addition, the fuel surcharge percentage will apply to any out-of-route and circuitous miles incurred by Carrier due to the action of Shipper, Customer, or Receiver.
v. **INSTITUTIONAL AND EVENT FACILITIES DELIVERY FEE**: Deliveries to prisons, jails, correctional facilities, military bases, hospitals, schools and universities, fundraising events, and any similar facility will be charged a $160.00 fee. Convention centers will be charged a $300.00 fee. Additional fees or special equipment fees may apply.
w. **DTS SPECIAL EQUIPMENT FEES**: Picks or deliveries not accessible by a 53' reefer trailer/tractor will be rated based on specific requirements of each location. These fees may include liftgate charge, shorter trailer, box truck, pallet jack, driver assistance, as well as others not listed. Please contact dispatch for specific charges.
x. **OUT-OF-ROUTE MILES**: Increased mileage caused by Shipper, Consignee or Customer will be charged at a rate of $3.00 per mile (PC miler practical), plus a $50 BOL fee.
y. **OVERWEIGHT LOADS**: In the event Shipper or Customer furnishes an overweight load or tenders an inaccurate gross weight of order(s), Carrier may charge back to the Shipper, or Customer, all charges attributable to the overweight load, including but not limited to all scale fees, fines, penalties, or other charges imposed by governmental authorities, reloading costs, delay costs, and re-handling to legalize load. Delay costs may include, but are not limited to, damages incurred by Carrier because of claims by other shippers or customers arising from the delay. In addition, $150 per hour will be assessed for Driver Labor, Administrative effort, and loss of productive resources. For every 100 pounds over 2400 pounds, the rate will increase 5%.
z. **PALLET EXCHANGE NOT AVAILABLE LTL**: DTS does not provide pallet exchange at either shipping or receiving locations. Any pallet fees and associated cost assessed to carrier by

shipper or receiver will be charged back plus a 10% of the purchase cost of the pallets and any driver labor or mileage for acquiring the pallets.

aa. **BLIND SHIPMENTS**: A Blind shipment is when one or more parties to a shipment are prevented from knowing the identity of the shipper and or receiver. Blind shipment service must be requested before freight is picked up and will incur an additional fee of $200.00. Double Blind shipments (blind pickup and delivery) will incur an additional fee of $200, totaling $400.00.

bb. **DISPOSAL/DONATION OF PRODUCT**: The charge to the customer to dispose of product at the request of the customer will include additional transportation costs for reconsignment, all disposal fees charged by the facility, and any driver labor for off-loading the product. The minimum charge for product disposal is $200.00 per pallet plus applicable fees.

cc. **TRAILER TEMP DOWNLOAD**: When a customer requires a temp download of our trailer, and the customer accepts an internal DTS download it is $50.00; if the customer requires a dealer download the cost will be $250.00 per occurrence, plus applicable fees.

dd. **TRAILER WASHOUT**: If the customer is requiring a washout prior to pick up, we only charge the cost + 10%

ee. **CALIFORINA COMPLIANCE FEE**: California charges us carb fees among compliance fees and other environmental fees that we pass to the customer. The charge will be billed at a cost of $10.00 per order.

ff. **PREMIER/EXPEDITED/DEDICATED SERVICE**: We offer a premier service, this is not a dedicated service but will be on time of 98% or higher, please contact your salesperson for this specialized pricing.

10. **WAREHOUSE ACCESSORIAL CHARGES**:

a. **WAREHOUSE CHARGES**: Cross dock services - $20.00 per pallet spot. Short term storage - $10.00 per pallet spot for up to 7 days.

b. **MARKING AND TAGGING FREIGHT**: Pallets requiring special marking, tagging, placards, or affixing temperature monitors will be charged a fee of $10.00 a pallet with a $40.00 minimum.

c. **MAILING AND RETURNING TEMPERATURE RECORDERS**: $100 flat fee.

d. **SORTING, SEGREGATING, AND RESTACKING**: Any pallets requiring sorting, segregating, or restacking will be charged a fee of $40.00 a pallet with a $150.00 minimum.

e. **WEEKEND/HOLIDAY WAREHOUSE UNLOADING AT DTS FACILITY**: Any unloading required to be performed over a weekend or holiday will incur an additional charge of $250.00 minimum plus cross dock fees of $20.00/pallet.

11. **BILL OF LADING**: If the shipper, or his agent, issues another bill of lading the Terms and Conditions of DTS shall be considered the prevailing Terms and Conditions as fully as if the same were written on or made in connection with this bill of lading.

12. **QUOTATIONS**: Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by DTS to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon DTS unless DTS in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

13. **LIMITATION OF LIABILITY**

a. DTS's cargo liability for loss or damage, is $1.00 a pound maximum cargo insurance coverage, also offer "Shipper Invoice Value" cargo coverage, with $7 per pound maximum,and an overall maximum of $250,000.00 insurance coverage. For the higher cargo insurance coverage, the following four conditions must be met; (1) the customer, in advance, advises DTS of a higher value, (2) the customer provides documented confirmation of such notice, (3) the parties negotiate a higher rate, and (4) both the customer and DTS agree to that effect. If the customer desires to increase DTS's limitation of cargo liability, the customer is encouraged to provide DTS with as much notice as possible, to avoid delays in shipment. The customer must notify DTS no less than 24 hours BEFORE the date and time of shipment and accept the new rate for the higher valued shipment.

b. DTS shall accept no liability for incidental loss or damage of goods valued at $50.00 or less regardless of quantity.

14. **DECLARATION OF VALUE**: Customer may request, in writing at least 24 hours prior to shipment, additional insurance or coverage from the service provider, however such higher declared value is subject to additional charges and shall not apply unless and until agreed to in writing by the service provider. Values stated on the bill of lading, invoice or other shipping documents shall be used solely for export or customs purposes and shall not constitute the specific written agreement required above, and shipment shall be subject to the service providers' ordinary limitations of liability.

15. **CLAIMS LOSS/DAMAGE PROCEDURES**: Carrier incorporates by reference the provisions of 49 C.F.R 370 as the minimum requirements for presentation and investigation of claims for loss and/or damage to freight and disposition of salvage. The presentation and

handling of claims and salvage are also subject to the terms of the Bill of Lading and other provisions of these Terms and Conditions.

a. As a condition precedent to recovery, claims for loss and/or damage must be filed in writing within nine (9) months from date of delivery, or in the event of a total short, nine (9) months from date of shipment, plus a reasonable amount of time for normal LTL transit time. Suits shall be instituted against carrier only within two years and one day from the date of written declination of a claim, or any part thereof, specified in the written notice.

b. Cargo claims may not be offset against freight charges. Those are two separate and distinct transactions, and one cannot be offset to satisfy the other. Also, payment of freight charges may not be postponed due to alleged loss or damage. A valid cargo claim will not be paid until freight charges are paid in full. After freight charges are paid a settlement letter will be sent out with the findings of the investigation along with the settlement amount determined by the Terms and Conditions.

c. The failure of a consignee to allow a driver to be at the back of the trailer to verify the pallet count and condition of the shipment being received will cause a claim filed for loss or damage against said shipment to be denied without recourse.

d. Unless otherwise specifically stated in the Terms and Conditions or contract, carrier shall not be liable for any loss of use, revenue, or profit or business opportunities or indirect, incidental, consequential, special, punitive, or exemplary damage, even if carrier is informed or is otherwise aware or should be aware of the possibilities or likelihood of such damages.

e. The failure of a claimant to act upon a written request for documentation, freight charge payment, claim amendment, salvage request or any other request within thirty (30) days from the date of written request will cause the claim to be denied and it shall not be reopened.

f. DTS will not pay administrative costs, fees, or interest charges associated with the processing of loss or damage claims.

g. Claimants have a legal obligation to use all reasonable and good faith efforts to mitigate damages from any freight loss or damage, regardless of cause or fault. These efforts will include accepting for salvage all damaged goods not meeting the "practically worthless" test, repackaging and/or relabeling the freight as necessary, sale of damaged goods through the most profitable means available, and any other means of mitigation resulting in a reduction in the claim, equal to or greater than that which DTS may have obtained through salvage of the goods. Claimant may bill a reasonable charge for mitigation costs against salvage receipts. If Claimant prevents, or refuses to sell, or allow the sale of damaged freight, DTS may deduct a reasonable estimate of the salvage value of the damaged freight from the amount of the claim and Claimant will be bound by the reasonable salvage deduction determined by DTS. Notwithstanding the foregoing, if the

freight is offered to DTS as salvage, DTS is entitled to, but not required to, undertake salvage efforts. If DTS determines that it is not cost effective to undertake salvage efforts, DTS in no way waives the right to assert a claim that Claimant failed to mitigate damages by Claimant's failure to take efforts to salvage the freight.

h. DTS will not be held liable for claims nor be held liable for the payment of consignee, shipper, and/or broker fines, fees or penalties that are a result of unforeseen and unpredictable delays during pick-up and/or delivery on product(s) that inherently have a shorter "shelf-life"/limited code date range or temperature related damage due to excessive delays in loading or unloading. DTS will make every effort under guidance of **"reasonable dispatch"** to meet the customer's pick-up and delivery requests when a due date is given at the time the order is tendered, but DTS does not guarantee pick- up or delivery dates/appointment times as part of our Standard LTL service schedule. Due to the nature of LTL freight, carriers are subject to any number of delays that are completely outside of their control and are unpredictable from illness to traffic to being held longer than normal at previous facilities. When delays occur, DTS will make every reasonable effort to communicate with the customer as soon as possible and attempt to deliver the delayed order at the next possible opportunity, within our delivery schedule. Should a customer require the delivery to be made outside our schedule a dedicated truck may be needed in which case a dedicated delivery charge will be levied for the expedited service.

i. DTS is not bound by nor will honor any third-party signed or verbal agreements and/ or contracts between shipper(s), customer(s), and/or manufacturer(s) and their respective customer(s). Claims and procedures are between DTS and our "Customer". Any additions, deletions, or modifications or any type must be agreed upon in writing and documents signed by DTS and "Customer" prior to tendering the first shipment.

16. **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 for the warehouse facility used plus a 5% administration fee will be billed to the customer.

17. **INDEMNIFICATION**: In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against DTS for freight charges, duties, fines, penalties, liquidated damages or other money due rising from a shipment of goods of the Customer, the Customer agrees to defend, indemnify and hold harmless DTS for any amount DTS may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorneys' fees, incurred by DTS in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority

shall not affect or diminish the liability of the Customer to DTS to pay all charges or other money due promptly on demand.

18. **COMPLIANCE FEES**: DTS or its Partner Carriers will not pay for, or be responsible for, any compliance fees, fines, short code product claims, or penalties (appointment change fees, late fees, missed appointment, no-call/no-show, overtime charges) from shipper, broker, third party, or consignee that are result from missing scheduled multi-stop LTL pick-up or delivery appointment time(s). Loads are built under guidelines of "reasonable dispatch" and every effort is made to maintain those schedules. However, schedules are impacted by factors that are both unpredictable and outside Carrier's control including inclement weather, traffic/traffic accidents, unposted construction delays, detained at previous stop(s), breakdowns, illnesses, etc. (see Accessorial Charges (w))

19. **DRIVER NOT AVAILABLE FOR LOADING OR UNLOADING**: In the event a driver is either unavailable at time of loading or unloading, or not allowed to be present on the shipper's dock at time of loading or unloading, DTS will not be responsible for any type of actual pallet or piece count. Any loads accepted by DTS, where the driver is not present for the actual loading, will be qualified and referred to as "shipper load and count, said to contain", regardless of the actual piece counts presented on the Bill of Lading. If piece count is required, it can be provided at an additional cost. (See Accessorial Charges (n). DTS will not be responsible for shortages or non-verifiable damages.

20. **INTERLINE/SPECIAL EQUIPMENT DELIVERY**: Specialized deliveries not accessible by regular line-haul equipment will be provided at the regular rate plus all out-of-route miles, extra stops, equipment rental or the use of a carrier specializing in that type of delivery.

21. **POOLING OF ORDERS**: Orders shipping to the same consignee, but different docks will be rated separately by purchase order or Bill of Lading. Orders shipping to the same consignee but with different temperature ranges will be billed separately by purchase order or Bill of Lading. (See Accessorial Charges (v))

22. **RESOLUTION OF DISPUTES AND MUTUAL COOPERATION**: Both parties understand and agree that they must cooperate to ensure the best, most efficient and economical transportation, and related services. Before either party may commence litigation, the representatives of CUSTOMER and CARRIER who are primarily responsible for the

negotiation and performance of the applicable Transportation Schedule shall first attempt to resolve the dispute. If they are unable, after reasonably diligent effort, to resolve the dispute, the dispute shall be referred to an Executive of CUSTOMER and an Executive of CARRIER who have not been directly involved in prior efforts to resolve the dispute. If the Executive Panel is unable to resolve any dispute after reasonably diligent effort, the matter may be referred to binding arbitration. In the event the matter is referred to arbitration the non-prevailing party shall bear all related costs, including, the prevailing party's reasonable attorney's fees.

23. **REFUSED/UNDELIVERED PRODUCT**: Carrier will notify Customer in a timely manner if Consignee refuses to accept a shipment. The customer (in-conjunction with Carrier's agreement) will have the option of returning at an existing established rate or a negotiated rate.

24. **SERVICE / TRANSIT TIMES**:
a. **STANDARD TRANSIT TIMES**: DTS or any Carrier assigned agent, does not "guarantee" an exact pick-up and/or delivery day and time for any shipment and will not be responsible for losses occasioned by unavoidable delays, but agrees to use all possible diligence under "reasonable dispatch" in the pick-up and delivery of all shipments. (See Compliance Fees).
b. **EXPEDITED SERVICE**: Normal rate plus negotiated premium, to be determined and agreed upon prior to acceptance of any given shipment.
c. **TEMPERATURE RANGES**: The temperature ranges provided by DTS, unless otherwise previously agreed to in writing between DTS and Customer, shall be as follows: Chill/Meat = +28°F to +34°F | Chill = +33°F to +40°F | Frozen = -0°F to -10°F | Ice Cream = -10°F to -20°F.

25. **WAREHOUSEMAN'S STATUS**: In the event a shipment, tendered to a properly named consignee, is refused by named consignee, DTS's status shall change from that of a contract or common carrier to a warehouseman. The change in status from that of a carrier to a warehouseman shall take place at the time and place of refusal. As a warehouseman, DTS may be liable for damages and loss of or injury to the goods caused by the warehouseman's failure to exercise such care regarding them as a reasonably careful person would exercise under like circumstances, but unless otherwise agreed, carrier is not liable for loss or damages which could not have been avoided by the exercise of such care.

26. **WAREHOUSEMAN'S LIMIT OF LIABILITY - DTS FACILITIES**: In the event of loss, damage, or destruction to Product for which DTS is either contractually or legally liable

while acting as warehouseman, DTS liability shall be limited to damages in the maximum amount of $0.50 per pound, based on the actual weight of the lost, damaged, or destroyed product.

27. **WAREHOUSEMAN'S STORAGE RATES - DTS FACILITIES**: In the event goods, which were refused or otherwise undeliverable, due to an act of default of the shipper, consignee and/or owner of the goods, DTS retains its right as a warehouseman to place the goods into storage at any public or commercial storage warehouse facility. Shipper, consignee, and/or rightful owner of the goods will be responsible for all legal charges incurred in the transportation and transfer of said goods from DTS to any public or commercial warehouse, and any further charges incurred by the public or commercial warehouse.