



Terms of Service

Dedicated Transfer Services (DTS), and its affiliates, are engaged in the transportation of Packages and Pallets (including envelopes) in these services (the "Services" or each a "Service"):

- DTS Rapid Response
- DTS Cartage
- DTS Fleet Support
- DTS Superior
- DTS Last-Mile
- DTS Direct Drive
- DTS Direct to Customer
- DTS Hotshot
- DTS Weekend
- DTS Evening

Terms Used

- **Accessorial** is an additional DTS service feature, which may have additional charges associated with it.
- **Business day** means Monday through Friday 0700 through 1800hrs and does not include weekends, holidays or night shift hours.
- **Weekend** means 1700hrs Friday through 0659hrs Monday.
- **Holiday** means (1) a statutory recognized day as declared by Provincial regulatory agencies in the region where work is being performed in full or in part (2) Federally recognized and declared
- **Night shift** means any weekday from 1700hrs through to 0659hrs the next day.
- **C.O.D.** for all purposes means Collect on Delivery.
- **Scheduled route customers** are customers that have shipping patterns that are regular and frequent and have a scheduled, regular pick-up arrangement with DTS.
- **Pick-up** for all purposes means a scheduled time for DTS to load volume at customer location.
- **Declared Value for Contract** is the cost of the contents declared by the Shipper on Superior Service shipments for the assessment of cost recovery in the event of damage or loss.
- **Declared Value for Carriage** refers to the amount for which the Shipper wishes to obtain additional protection against loss or damage during shipping. If no declared value is attained, DTS's maximum liability for the package, pallet or Shipment is \$100. See Section 21 for details. For a Declared Value above \$100, an additional charge applies.



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- **Delivery** shall be deemed to include, but not limited to any of the following: (1) Delivery to the Consignee or the Consignee's actual or apparent agent or representative, or pursuant to the Consignee's instructions, (2) Delivery to the address or location specified on the Shipping declaration, document, or to any person present at such address, (3) Delivery to an alternate address or location, specified in writing or electronic communication, by the Shipper, Consignor or Customer, including a neutral access point as specified, (4) Delivery pursuant to Carrier specified "Driver Release" or "Signature-not-required" procedures (means delivery to a private residence without obtaining signature) or (5) Delivery otherwise permitted under the Terms.
- **Rapid Response customers** are customers that have shipping patterns that are irregular and/or infrequent, and that require service only when needed.
- **Package** refers to any container and its contents, including envelopes, as well as any article that may be handled without packaging if the handling thereof can be accomplished in a reasonably safe and practical manner.
- **Prepaid** means the Shipper paying all shipping and Accessorial charges required for Direct-to-customer or Direct Drive Service.
- **Consignee or Receiver** refers to the person or company to whom a shipment is being sent.
- **Shipment** refers to one (1) to maximum of four (4) packages on one shipping document, one (1) to a maximum of nine (9) pallets in DTS Cartage service, shipped under a single shipping document to one (1) receiver to be unloaded in the same condition as shipped.
- **Retail Service** refers to pallets that are to be delivered to the receiver in a fashion that requires the pallet to be broken down and contents delivered individually and not in its original condition of a wrapped pallet.
- **Shipper** refers to the party holding the contract for service with DTS, if no contract exists the point of origin for pickup will be responsible for the shipping costs and accessorial charges associated.
- **Reverse Logistics** refers to the collection and return of packages from Receiver to Shipper.
- **Transportation Charges** refer to shipping or freight charges assessed for the movement of a shipment, not including any other fees or charges such as Declared Value, additional service fees, accessorial fees, or taxes.



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Commodities Handled and Restrictions

DTS offers transportation of general commodities, as usually defined, subject to the following restrictions:

a) The Shipper agrees to indemnify, defend, and hold harmless DTS and its affiliated companies, their officers, directors, employees, agents from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought arising from or relating to a Shipment in violation of applicable law or regulation or of these Terms.

Maximum Weight and Size

DTS, in its sole and absolute discretion and outside of contractual agreement, may not accept or may refuse to provide service with respect to any Package:

b) Weighing more than 150 pounds or 68 kilograms, or

c) Exceeding 108 inches or 274 centimeters in length, or exceeding a total of 165 inches or 419 centimeters in length and girth combined

d) Length is the longest side of the Package or object. Girth is the distance all the way around the Package or object at its widest point perpendicular to the length. Irregularly shaped Packages or objects are to be treated as if they were in a rectangular box for the purpose of measuring.

e) Additional charges, including an Over Maximum Limits charge, set forth in the DTS Rates in effect at the time of shipping, may apply to any such Package tendered for transportation.

Maximum Declared Value for Carriage

The maximum Declared Value is may not exceed:

- \$999 for a Package unless a DTS Superior Service Agreement is entered into by the Shippertendering the Package and signed by DTS prior to tender of the Package
- \$500 for a Package shipped via DTS Drop Service (subject to Signature Not Required and Driver Release Terms)
- \$500 for a Package or pallet containing jewelry
- \$100 for a Package or pallet containing cheques, phone cards, lottery tickets, gift cards, or other items of a similar nature. In no event shall DTS be liable for the face value of these items

If no Declared Value for Carriage amount is established by the Shipper for a Package, pallet, or Shipment, then DTS's maximum liability for that Package, pallet, or Shipments is \$100.

Any effort by the Shipper to declare a value in excess of the maximum amounts stated above shall be null and void. The acceptance for carriage by DTS of any Package, pallet, or Shipment bearing a Declared Value in excess of the maximum amounts does not constitute a waiver of this provision.



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Prohibited Articles

The following articles are prohibited by DTS. In the event that any such prohibited article enters the DTS system, this does not constitute a waiver on the part of DTS, and DTS shall have no liability whatsoever for delay, loss or damage to any such article, even if the Shipper has entered a Declared Value on the shipping document.

Shippers are prohibited from shipping articles of unusual value via DTS. Articles of unusual value shall be deemed to include, but are not limited to:

- Currency, negotiable instruments (except cheques and money orders)
- Human remains in any form
- Any Shipment that, in DTS's judgment, could cause damage or delay to equipment, personnel, or other Shipments
- Hazardous waste
- Industrial diamonds
- Unset precious stones
- Shipments prohibited by law

Shipments Requiring Superior Service Agreement for Shipping

- Alcohol
- Antiques
- Artwork
- Biological Substances Category B and exempt human or animal specimens
- Ceramics
- China
- Collector's items
- Confectionery products, such as potato chips in any form; chocolate in any form; pastries and baked goods in any form
- Dangerous Goods(See Section 3.6)
- Electronic cigarettes
- Glass, crystal
- Jewelry Packages in excess of \$2,500 in value
- Liquids
- Live plants and cut flowers
- Marijuana/Cannabis
- Perishables
- Personal Effects
- Pottery
- Precious metals (Any article containing more than 50% by weight of a precious metal)
- Replica or inert explosives or weapons that bear an appearance to actual explosives or weapons
- Televisions
- Tobacco
- Watches containing more than 50% of a precious metal or any precious gemstone



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Except in the case where the article is prohibited for shipping (as noted), the articles listed in this Section require Superior Service Agreement to be shipped with DTS and will form the only written consent, as evidenced by a said agreement setting out the Pre-approval article(s) to be transported, which is signed by authorized representatives of DTS and the Shipper.

Declared Value service is not available in respect of the Shipment of any Superior Service Agreement articles.

Shipments containing these articles are transported at the Shipper's risk, including without limitation for the delay, loss, theft, or damage, and in governance with the established Service Agreement risk clause. For more information, call 647-493-1092.

In the event that any Superior Service Agreement article enters the DTS system without having obtained a signed Agreement, this does not constitute a waiver on the part of DTS and DTS shall have no liability whatsoever for delay, loss, theft or damage to any such article, even if the Shipper has entered a Declared Value on the shipping document. Also refer to Section 22, Limitations and Exclusions of Liability.

Dangerous Goods

Goods that meet the definition of Limited Quantities and Consumer Commodities under the Transportation of Dangerous Goods Regulations (TDGR) may be shipped.

Alcohol, Tobacco and Marijuana/Cannabis

DTS transports Packages and pallets containing alcoholic beverages, tobacco, or Marijuana/Cannabis only where permitted by provincial or federal law and under certain conditions.

Right of Inspection

DTS reserves the right to open and inspect any package or pallet tendered to it for transportation, but is not obligated to do so.

Shipping Charge Corrections; DTS reserves the right to bill for charges based upon the characteristics of, and services requested for, Packages and pallets actually tendered to DTS. DTS also reserves the right to audit any Package, pallet or invoice to verify service selection, Package and pallet dimensions, or Shipment weight, and applicability of any Charges. As part of that audit, DTS may weigh and measure any Package or pallet tendered to DTS using any method DTS deems appropriate, including but not limited to multidimensional measuring devices among other measurement devices. DTS may, in its sole discretion, increase or adjust Charges based on the results of such audit. DTS reserves the right in its sole and unlimited discretion to bill for charges based on shipping characteristics provided by the Shipper, regardless of whether DTS has audited the shipping characteristics. In the event that a Package's or pallet's dimensions are altered during transit, DTS reserves the right to bill for Charges based on the altered dimensions.



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Audits may occur at various transportation points before Delivery; therefore, Shipping Charge Corrections may not be reflected on the same invoice as the original transportation charges.

DTS reserves the right to administer an Additional Handling Fee (see Section 9.6), as set forth in the DTS Rates at the time of shipping if the Shipper's originally declared Shipment weight is less than the Shipment weight determined or size is greater than the size determined by DTS auditors.

Refusal of Service

DTS reserves the right to refuse to provide service for any or no reason, including, but not limited to, for any Shipment which by reason of the dangerous or other characters of its contents may, in the sole judgment of DTS, soil, taint, or otherwise damage other Shipments or DTS's equipment or which is improperly or insecurely packed or wrapped or labeled, as determined by DTS in its sole judgment.

Before accepting any Shipment for service, DTS reserves the right to require sufficient verification, as determined by DTS in its sole discretion, of the Receiver's name and address, or any other information necessary to deliver the Shipment. DTS reserves the right to refuse to provide service for any Shipment to or from any location or to provide alternative service arrangements or to intercept, hold or return any Shipment when, among other reasons, DTS, in its sole discretion, determines that it is unsafe or economically or operationally impracticable to provide service, that its services are being used in violation of federal, provincial, or local law, or for fraudulent purposes, or when the account of the person or entity responsible for payment is not in good standing.

Proper Packaging and Labelling

Packaging

- It is the responsibility of the Shipper to ensure that proper packaging is used and that contents of Shipments are adequately and securely packed, wrapped, and cushioned for transportation.
- Shipments must be so packed or wrapped as to meet and as to pass tests set forth in International Safe Transit Association (ISTA) Procedure 3A, Procedure for Testing Packaged Products, published by ISTA. In addition, any tested product must be free from damage and the packaging must afford reasonable protection as determined by DTS in its sole judgment.
- DTS will not be liable for delay, damage to or loss of goods caused or contributed to by defects or inadequacy of the packaging used by the Shipper or for damage to or loss of the packaging used by the Shipper.
- DTS does not provide special handling for Shipments bearing "Fragile," Package orientation markings (e.g., "UP" arrows or "This End Up" markings), or any other similar markings.
- Shipments containing goods of high value or high risk, including without limitation jewelry, pharmaceuticals, marijuana, computers, handheld electronic devices, mobile telephones, and electronic components of these, must not have labels, customized shipping labels, markings, logos, or other written notice of contents contained within the Shipment.



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- When shipping media of any type containing sensitive personal information (such as personal financial or health information), it is recommended that the Shipper retain a copy of the data and secure the data on the media through encryption or other technological means. DTS is not liable or responsible for loss of, damage to, or irretrievability of data stored on media of any type, or for loss of information, including without limitation personal, health, or financial information.
- DTS Bulk Services Freight Shipments must be palletized, stackable, able to be lifted by a forklift, and shrink-wrapped or banded to a skid. The Shipper must ensure that pallets and packaging comply with all applicable laws and regulations.

Labeling

- Every package and pallet tendered to DTS must contain complete From and To details including postal code, contact names, telephone numbers, and a Tracking Number.
- DTS cannot deliver to a P.O. Box number. Packages and pallets require a street address including apartment/suite/unit number and the Receiver's telephone number.

Rates

Except as otherwise stated in the DTS Terms and Conditions, charges set forth in the DTS Rates applicable to the Shipment in effect at the time of shipping will be assessed.

Multiple-piece Shipments

All Packages and pallets covered under a single Shipping Documentor sequence of PIN are considered a Shipment for the purpose of calculating shipping charges.

Transportation charges are based on the greater of the Actual Weight or the Dimensional (volumetric) Weight of each Package or pallet in a Shipment.

- Actual Weight refers to the weight of a Package or pallet in pounds or kilograms as measured on a scale.
- Dimensional Weight is calculated to reflect the size and space (the volume) a Package or pallet occupies. To determine the Dimensional Weight of a Package or pallet, use one of the following calculations as applicable for the Shipment.

In pounds, multiply the length X width X height of a Package or pallet in inches and divide by 139.

In kilograms, multiply the length x width x height of a Package or pallet in centimeters and divide by 5,000.



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Minimum Charges for HeavyShipments

To determine the rate for a multiple-piece Shipment with a Weight of more than 150 pounds or 68 kilograms, multiply the total Weight (rounded up to the next whole pound or kilogram)The amount charged will be the greater amount of the following:

- The result of the above calculation, or
- The minimum rate is shown in the rate agreement, or
- A minimum charge calculated on space consumed (pallet rates)

Additional Services Declared Value

Except for articles listed in ProhibitedArticles and Articles Requiring SuperiorService Agreements for shipping, each Package, pallet, or Shipment is automatically protected against loss or damage up to \$100.

If the Shipper wishes to declare a value of more than \$100 for the Package, pallet, or Shipment, an additional charge, set forth in the Service Agreement in effect at the time of shipping, will be assessed for each \$100 of the Declared Value.

Delivery Area Surcharge

All Packages and pallets shipped into areas DTS considers "downtown", "uptown", Toronto Island, or the Pearson International Airport are subject to a Shipment Surcharge for the purpose of calculating shipping charges.

Extended Area Surcharge

All Packages and pallets shipped into multiple service zones on the same delivery unit as detailed on DTS Service Area Map are subject to a Shipment Surcharge for the purpose of calculating shipping charges.

Delivery Confirmation Services

Delivery Confirmation

Each Delivery Confirmation will include the date of Delivery and either the name of the recipient or the disposition of the Package or, in the event of a return-to-sender or reverse logistics service, the response will indicate the reason for the return and the date processed. An additional stop fee will be assessed for each such response. All responses will be consolidated and provided to the Shipper in printed format.

Delivery Confirmation Signature Required

A Shipper may request that DTS obtain the recipient's signature on Delivery.

Delivery Confirmation Adult Signature Required

Shipper may request that DTS obtain the signature of a recipient who is at least 18 years of age upon delivery. An additional fee, set forth in the DTS Rates applicable at the time of shipping, will be assessed. DTS, in its sole and unlimited discretion, will determine if Delivery can be completed when such a request is made and may request photo identification indicating the recipient's age before completing Delivery.



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Address Correction

If DTS is unable to deliver any Package or pallet because of an incomplete or incorrect address, DTS will make a reasonable effort, to be determined in its sole discretion, to secure the correct address. If the correct address is secured, the Shipper will be notified of the correction on their delivery service bill. An additional fee, set forth in the DTS Rates applicable to the Shipment in effect at the time of shipping, will be assessed for each Package or pallet within the Shipment for this service.

Additional Handling

Where applicable, an Additional Handling Fee, set forth in the DTS Rates in effect at the time of shipping, will be added to the shipping charge for the following:

- Any article that is not fully encased in a corrugated cardboard shipping container, including but not limited to any article encased in an outside shipping container made of metal, wood, hard plastic, soft plastic (e.g., plastic bag), or expanded polystyrene foam (e.g., Styrofoam);
- Any cylindrical item, such as a barrel, drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container
- Any Package routed through DTS's irregular package handling process
- Any Package with the longest side exceeding 48 inches or 122 centimetres or its second longest side exceeding 30 inches or 76 centimetres
- Any Package with an actual weight greater than 70 pounds or 32 kilograms
- Each Package in a Shipment where the average weight per Package is greater than 70 pounds or 32 kilograms and the weight for each Package is not specified on the Shipping Document
- DTS also reserves the right to assess the Additional Handling Fee for any Package that, in DTS's sole discretion, requires special handling

Special Handling of Undeliverable Packages

Packages refused by the Consignee, or which cannot be delivered, will be returned to the Shipper. A Package returned to the Shipper will be assessed applicable transportation charges from the originally intended delivery address to the return address. Any applicable additional charges including but not limited to the fuel surcharge in effect at the time of the return will also apply.

Proof of Delivery

Upon request, DTS will provide proof of Delivery of a Shipment via email or mail. The request must include an email address for email delivery or an address deliverable by Canada Post for mail. A \$7.00 P.O.D. A processing fee will apply for each shipment requested identified by a unique tracking number.



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Limits and Restrictions

- The DTS Service Guarantee does not apply to Shipments that are delayed due to causes beyond DTS's control, including, but not limited to, the following: the unavailability or refusal of a person to accept Delivery of the Shipment; delays caused by the Consignee; acts of God; public authorities acting with actual or apparent authority on the premises; acts or omissions of customs or similar authorities; riots; circumstances arising before, during, or after a strike or other labour dispute; civil commotions; disruptions in the ground transportation network (such as weather phenomena); and natural disasters.
- The DTS Service Guarantee does not apply to Shipments which include a Package or Packages subject to Additional Handling, the Large Package Surcharge, or the Over-Maximum Handling Surcharge.
- The DTS Service Guarantee does not apply to any Package or pallet exceeding maximum Weight and Size Limits or containing articles listed as a Prohibited Article or any Dangerous Goods Shipment.
- The DTS Service Guarantee does not apply to shipments that are picked up or scheduled to be delivered during holiday schedules.

Limitations and Exclusion of Liability

DTS shall not be liable for any special, indirect, incidental, consequential, or punitive damages (collectively, the "Consequential Damages") including, but not limited to, loss of profit or revenue incurred by the Shipper (or any other person or company) as a result of DTS's (or DTS's agent's or independent contractor's) acts or omissions, including but not limited to, gross negligence, negligence causing damage, failure to deliver, loss or theft of or damage to the Shipment, or late or delayed Shipment.

In any such event, DTS's liability shall be limited to a refund of the shipping charges (if the Shipment has been guaranteed by DTS to arrive on time). This limitation of liability applies to all Shipments, notwithstanding that the Shipper has completed the Declared Value section on the Service Agreement and paid the additional charge. In no event shall DTS be liable for any Consequential Damages even if DTS or its employees are advised in advance of the possibility of such damages.

DTS will not be liable or responsible for the loss or damage to any Package or pallet, the contents of which Shippers are prohibited from shipping, which DTS is not authorized to accept, which DTS states that it will not accept, or which DTS has the right to refuse. DTS will not pay for a claim for the loss or damage to property unless all applicable transportation charges have been paid. DTS shall not be liable for and reserves the right, in its sole discretion, to deny claims pertaining to a Package or pallet for which there are no DTS records reflecting that the Package or pallet was tendered to DTS by the Shipper or due to improper packaging.



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DTS's liability for loss or damage to a Package or pallet containing documents, film, photographs (including negatives), slides, transparencies, videotapes, compact discs, laserdiscs, computer tapes, and media of similar nature is limited to the replacement cost of the media on which the content is recorded. DTS shall not be liable or responsible for loss or damage to information or data, including without limitation personal, health, or financial information.

In the event of loss of or damage to repair or set of articles, DTS's liability is limited to the value of that part of the pair or set which is lost or damaged, and DTS shall not be liable for the value of the whole pair or set. In the event of loss of or damage to any part of property (including any part of a machine) which, when complete for sale or use, consists of several parts, DTS shall be liable only for the value of the part lost or damaged, not to exceed the Declared Value of the part lost or damaged. In no event shall DTS be liable for the value of the complete item.

In the event of partial loss or damage to a pallet, DTS shall be liable only for the value of the contents of the pallet lost or damaged, and not the value of the full pallet.

DTS will not be liable or responsible for the loss or damage to perishable commodities or commodities requiring protection from the heat or cold to the extent that the loss or damage results from exposure to heat or cold or the perishable nature of the items unless Superior Service Agreement governs such product.

DTS shall not be liable or responsible for loss or damage due to acts of God, natural disasters, war risks, acts of terrorism, nuclear damage, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, the application of security regulations imposed by the government or otherwise applicable to the Shipment, riots, strikes or other labour disputes, civil unrest, disruptions in national or local ground transportation networks (including, but not limited to, DTS's transportation network), disruption or failure of communication and information systems, or adverse weather conditions.

Claims Procedure

A claim may be filed when DTS does not meet its on-time delivery commitment or for loss of or damage to a Shipment. Tracing or tracking a missing Package or pallet does not mean that a claim has been filed.

Claims must be submitted to DTS by electronic communication on dedicatedtransfer.ca or in writing to:

**DTS Account Services Claims Department
3400, 2220 LAKE SHORE BLVD W, ETOBICOKE, ON M8V 0C1**



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Once a claim has been filed, a claim reference number will be issued by DTS.

All claim notifications must include Shipment details including address information (From and To), date of Shipment, Package or pallet weight, the Tracking Number, and a statement of what is being claimed.

Claims must be filed within the following time periods:

For damage claims on Shipments:

DTS must be notified as soon as possible after discovery of the damage and no later than sixty (60) days after the date of Delivery.

For loss claims on Shipments:

Claims not made within nine (9) months after Delivery of the Package or pallet or, in the case of non-Delivery, within nine (9) months of the pickup date shall be deemed waived.

DTS, after receiving a claim for loss or damage to property transported, may pay, decline, or make a firm compromise settlement in writing to the claimant.

In order to settle a claim, DTS requires the following:

- A copy of the original Shipping Document
- A copy of the original invoice for the goods being claimed to substantiate replacement value (In the event that an invoice does not exist or does not show current replacement value, DTS will require the claimant to establish, to the satisfaction of DTS, the current replacement value of the goods being claimed.)
- An invoice to DTS indicating the replacement cost of the loss or damage being claimed

All correspondence should include the DTS Account Number and the Loss Damage Investigation (LDI) Number issued by DTS.

Interruption of Service

Without limiting the generality of the limitations of liability herein, DTS shall not be liable for any interruption of delivery service due to a cause beyond DTS's control, or due to strikes, lockouts, or other labour disputes.

Delay

DTS is not financially responsible for the consequences of failure to deliver a Shipment by a stipulated time.

Sales Tax

All applicable federal and provincial sales taxes required by law will be charged on all charges and any surcharges.



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Payment for Services

DTS offers the following payment options:

- *Debit: Electronic Funds Transfer (EFT) Plan:* With your prior authorization, DTS electronically seeks payment of your DTS bill directly from your bank account on a weekly basis. Your weekly bill from DTS will be marked "Paid by bank."
- *Consolidated Payment Plan:* Your company provides DTS with an initial payment equal to four (4) weeks of projected billing. This payment remains on account to cover one (1) month's anticipated delivery charges. You receive a DTS bill once a week. Payment for all accumulated charges is due upon receipt of your fourth (4th) bill, or if you exceed your prepayment/retainer before you receive your fourth bill.
- *Credit Card:* With your prior authorization, DTS seeks payment of your DTS bill directly from your credit card account on a weekly basis. Your weekly bill from DTS will be marked "Paid by credit card."
- *Weekly Payment Plan:* You receive a bill weekly and payment is due by the date specified on the bill.
- *Monthly Payment Plan:* You receive a bill monthly and payment is due by the date specified on the bill.

Factoring Discount

All customers who opt into DTS Invoice Factoring program will be eligible for a 5% discount from their rate agreements in place.

Late Payment Charge

In the event that an invoice is overdue, DTS will apply a late payment charge in the amount of five percent (5%) on the total balance outstanding of that invoice. This charge will appear on your next DTS bill.

Invoice Adjustments

Shippers requesting an invoice adjustment (e.g., adjustment of charges based on an incorrect rate, billable weight, account number, failure to tender a Package or pallet, shipping charge correction, or type of service, etc.) or a refund due to a duplicate payment must notify DTS of the request within ninety (90) days from the invoice date or any billing disputes waived.

The notification to DTS must include the date of Shipment and specific shipment information for each disputed charge. A partial payment against an invoice is not considered a request for an invoice adjustment.



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Packages and Pallets which have been refused or unidentifiable

If for any reason a Package or pallet in the possession or control of DTS cannot be either delivered to the Consignee or returned to the Shipper, including without limitation because the Package or pallet has been refused or abandoned by the Consignee and/or the Shipper or because the Shipper and/or Consignee cannot be ascertained for any reason, DTS will retain the Package or pallet for a minimum period of thirty (30) days or such longer period of time as in its sole discretion it determines ("Holding Period"). At the expiration of the Holding Period, DTS is deemed to have fulfilled all obligations that it may have as a common and contract carrier; the Shipper and Consignee will be deemed to have relinquished any and all proprietary rights to Packages and pallets and/or their contents which remain unidentified and/or undeliverable ("Unclaimed Goods"); and to the fullest extent permitted by law, full and clear title to the Unclaimed Goods will pass to DTS. Following the Holding Period, DTS may dispose of Unclaimed Goods in any manner it elects, including without limitation by sale or consignment to a Third Party, and the sole recourse of the Shipper and/or Consignee shall be in accordance with and subject to Sections 21, 22 and, 23 of this document.

Right of Disposal of Damaged Packages and Pallets

DTS reserves the right to dispose of the damaged contents of a Package or pallet, or a damaged Package or pallet and its entire contents if, at DTS's sole discretion, the contents or packaging may cause harm to any DTS employee, the public, or damage to other Packages, pallets, DTS equipment or facilities, without prior notification to the Shipper.

Service

Some Shipments may be transported and/or handled by a DTS agent and/or independent contractor.

DTS Fuel Surcharge

reserves the right to apply a fuel surcharge on Shipments. The surcharge will be applied for such periods as DTS may determine necessary. Current details on the fuel surcharge will be posted on the DTS website at dedicatedtransfer.ca.