



Terms and Conditions

Company

Dock To Door (Broker) is a registered DBA of Adagio Collections LLC in the state of Utah. Broker is operating as a licensed, authorized, and bonded broker, arranging for transportation of freight by motor vehicle. These terms and conditions apply to any shipment that _____ (Client) originates or has originated on their behalf through Broker. (Company Name)

Payment

Broker accepts ACH bank transfers, initiated by Broker, as the preferred payment method. These transfers will be initiated within 3 business days of delivery of each shipment. Broker requires a completed and executed ACH authorization form on file.

Broker may also accept Credit Card payment, which will be initiated by Broker, using the card on file, within 3 business days of delivery of each shipment. Broker requires a completed and executed credit card authorization form on file. Additional fees will be included in each shipment quote for Clients using credit cards as their payment method.

Authorization

Client authorizes Broker to initiate payment of quoted amount, for each shipment, upon delivery. Any additional fees (more than quoted amount) levied by designated carrier will require additional approval from Client before payment is initiated. Broker will not request approval for each ACH transfer or credit card payment, each payment will be processed automatically.

Loss/Damage

Broker assumes no financial responsibility for any lost or damaged freight. Broker acts as a third party billing agent. Since Broker acts only as a billing agent Broker does not incur any financial loss if Client's freight is lost or damaged. In such cases, Broker has no claim on liability or insurance payouts. The Client, shipper or consignee (receiver) individually or collectively may suffer loss in these cases and therefore may have claim on the liability or insured value.

All freight is shipped with liability provided by the carrier. Additional insurance may be available on some shipments. Broker does not act as an insurance agent. Any additional insurance premium may be collected by Broker then paid directly to the insuring entity. As a courtesy, in the event of lost or damaged freight, Broker may assist with or facilitate, within reason, the claim process with the LTL carrier or insuring entity but does not bear any financial responsibility for related losses or the initial freight cost.

Payment for the original shipment and a "Freight Claim Information" form must be completed and submitted to Broker before the freight claim can be submitted to the carrier or insuring entity. Submitting this form does



not constitute filing a claim with Broker, carrier, or ensuring entity. Broker does not accept responsibility for denied freight claims. After receipt of a claim payout, it will be paid entirely to the Claimant.

Oversized Shipments

Broker does not assume responsibility for additional fees associated with oversized shipments. An oversized shipment can be a single shipment consisting of more than 3 pallets, weighing more than 2999 pounds, consisting of pallets longer than 96 inches, or requiring more than 8 linear feet of a standard truck. It is the responsibility of the Client to know if their shipment is oversized. If an oversized shipment is originated ADDITIONAL CHARGES WILL BE INCURRED. If there is any question whether a shipment is oversized, please contact Broker for clarification.

Prohibited Items

Please see Appendix A for a list of items that should not be shipped with Broker.

Limited or No Liability items

Please see Appendix B for a list of items that may not be covered by standard loss-or-damage liability provided by the LTL carrier. If some of these items are covered, the coverage may be minimal (less than \$1.00 per pound). These items are considered "Ship at your own risk."

Guarantee

Broker has no expressed or implied guarantee as it relates to transit times, handling procedure, loss or damage, pick up time, services rendered, accessorial services, or any other items out of their direct control. Broker acts as a third party billing agent only and is tasked with managing contract agreements and tariffs with different carriers. Broker negotiates the terms and manages the billing directly with carriers.

Shipping Method

Unless otherwise stated, the shipping method will be delivered using LTL Curbside Delivery. This means the truck will get as close as safely possible to the delivery address. The driver is not obligated to bring the freight any distance from the truck or into any buildings. Some limitations may apply if the delivery address is restricted. Examples of restriction would be, but not limited to, if the address is on a non-public road, in the "deep woods", has nearby low power lines, or is only accessible from a gravel driveway. Additional charges may apply if additional services are requested upon delivery.



Confidentiality

Broker will not disclose any confidential information relating to a shipment to any party other than the Client, shipper(s), carrier(s), or consignee(s). This includes freight volume, frequency, ship-to address, pick-up address, claim information, status, additional services, complaints, timing, or value on any shipment.

Basic shipment data (zip codes, weights, classes, assessorial, carrier, cost, and transit time) may be collected and provided for contract negotiation or statistic analysis.

Illegal Items

Broker will not allow the shipment of any items that the Shipper or the Consignee are not legally allowed to possess. The shipment of any illegal items will be immediately reported to the proper authorities.

Hazardous Materials

Broker only allows the shipment of certain hazardous material and requires that they be properly documented with the carrier and with Broker. Please contact Broker for questions on what is allowed.

Laws and Legal Fees

These Terms and Conditions shall be governed under the laws of the State of Utah. Broker reserves the right to assess and collect customary and reasonable legal fees and collection costs in the event these conditions are not met and enforcement is required.

Client Information

Company Name _____ Phone _____

Contact _____ Cell _____

Billing Address: _____

City _____ State _____ Zip _____

Email: _____

I _____, do hereby agree to these Terms and Conditions, as an authorized agent of _____
(Print Name) (Company Name)

Authorized signature: _____ Date: _____



Appendix A

The Following items SHOULD NOT be shipped using Dock to Door under any circumstances.

1. Animals – Live or Carcasses (other than lab specimens or trophies)
2. Asbestos Products
3. Automobiles – other than children's
4. Bank Bills
5. Carbon Black
6. Checks
7. Corpses
8. Coupons – Value exceeding \$1.00 per pound
9. Currency – paper or coins – except Government Shippers
10. Deeds
11. Diagnostic Specimens
12. Drafts
13. Etiological agents (infectious materials, over class 6.2)
14. Explosives, gunpowder and dynamite
15. Fluorescent bulbs (other than new)
16. Frozen goods
17. Fruit, fresh or frozen
18. Guns (larger than 50 MM)
19. Hazardous Waste
20. Illegally obtained or manufactured substance (i.e. Cocaine, Heroin, Marijuana, etc.)
21. Jewelry
22. Leaking or wet package, container, or drum
23. Letters, US Mail, with or without stamps
24. Lottery Tickets
25. Medical Waste
26. Meats, fresh
27. Milk, fresh
28. Museum Exhibits
29. Nitrocellulose – all types
30. Notes
31. Other inherently fragile or unique items including but not limited to prototypes, etc.
32. Photocopiers
33. Postage stamps
34. Polychlorinated Biphenyls (PCB)
35. Precious Metals (gold, silver, platinum, sterling, bullions, etc.)
36. Precious stones
37. Produce, fresh or frozen
38. Radioactive Materials, Level II and III
39. Revenue stamps
40. Tanning Beds
41. Valuable Papers
42. Waste (i.e. environmental, hazardous, medical, or any other that requires waste manifest)



Appendix B

Limited or No Liability items (ship at your own risk)

1. Antiques – collectibles, furniture, glassware, jewelry and memorabilia
2. Appliances (refrigerators, stoves, washers, dryers, etc.)
3. Artwork (original or limited editions paints, drawings, etchings, sculptures, statues, tapestries, etc.)
4. Automobile body sections not in wooden crates
5. Bundles over 12 feet long
6. Exceptional value items – any shipments exceeding \$100,000 in value
7. Fine porcelain
8. Firearms
9. Fireworks
10. Frozen goods (chemicals, drugs, foods, medicines, etc.)
11. Household goods
12. Mattresses and/or Box springs
13. Metal sheets, goods, flat not on solid wood crates
14. Printer stock
15. Live plants
16. Pottery or earthenware
17. Skids of freight over 8 feet long (except if pre-approved)
18. Televisions 24" or larger
19. Vehicular glass