

DLG 2027



Design Logistics Group

2899 S Santa Fe Dr, Unit 3
Englewood, CO 80110
(720) 638-1640

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Receiving, Installation, and Storage **Rates and Policies.****

Incoming Deliveries & Freight COD's:

All deliveries should be sent to the address provided at the top of this page in the following format. It is very important that you forward any order/tracking updates to the above email addresses as you receive them.

Normal Receiving Hours: 10am-3pm Monday-Friday

Attn or Ship To: **DLG/YOUR BUSINESS NAME/PROJECT NAME**
2899 S Santa Fe Dr. Unit 3
Englewood, CO 80110

Please include your design firm name and your project name in the PO or side-mark for each shipment as shown above. This information is an imperative step in DLG's receiving process. It aids in identifying your incoming pieces quickly, and allows for a timely inspection.

If it is possible to schedule a timeframe for delivery when you place orders (this is typically not possible with Amazon, Fedex, and UPS), please schedule it as close to our normal receiving hours as possible. If possible, please include our phone number as well as yours when you place the order. Deliveries from new clients who have not signed this form will be accepted as tacit approval of DLG's policies.

DLG will NOT pay any COD's for freight charges.

Receiving Charges – Freight Lines/Vendor Deliveries:

Design Logistics Group's (herein referred to as DLG) receiving and inspection charges are based on a rate of **\$1.50/minute** which is billed in **5-minute** increments in addition to a **minimum** charge of **\$40.00/item**. This is charged for time related to unloading, cataloging, inspecting, building (if necessary), repacking, and storing each item. This is a standard rate for **one** employee and equipment.

Inspection:

All incoming freight packaging is inspected for damage and/or defect as it is coming off the freight truck. If there is visible box or carton damage found it will be notated on the carrier bill of lading and the piece will be inspected ASAP. We will provide pictures as well as a detailed description of damage/defects of the packaging and the piece in a timely manner.

DLG strives to have orders inspected within **5 business days** of their arrival at our warehouse. Inspections are done in chronological order by date of arrival. Our receiving & inspection of each item received will include all the following: carton/package inspection for damage, opening and inspecting to confirm condition, assembly (if necessary), photography, wrapping or repacking, cataloging, and properly storing the item. **As this process is being completed, the item**

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DLG 2027

information and photos will update automatically on our online inventory portal. You will be provided with a login to access all items for your different jobs.

For any order that is expedited at a designer or showroom's request or per vendor/shipper instructions, there will be an expedite fee charged. This includes anything delivered without proper packaging as it must be expedited to protect the product. If a package shows up without a sidemark and we have not received notification of it being shipped to us, we are sometimes unable to figure out who the shipment is for, these orders will also be expedited. The expedite fee is double the hourly rate for receiving or \$2.50/minute. Packages that arrive with noticeable damage are expedited at no extra charge.

Requesting DLG not Inspect Items:

Designers may request that DLG not inspect their packages. If a designer requests that DLG not inspect packages, DLG will proceed as follows. DLG will open and inspect/build any item that arrives with noticeable damage to the carton/pallet. DLG will also open and inspect/build any small items (items that can fit through a 36" doorway) that require assembly **unless requested otherwise**. For all other items that arrive with no noticeable damage to the carton, DLG will catalog the item information and photograph the carton/pallet. These items will be received at our per item minimum of \$40.

After the delivery/installation is complete, DLG is not liable for damage discovered on any item that has not been inspected. It is the responsibility of the customer/designer onsite to inspect items as they are delivered/installed, and to notify DLG immediately of any damage found.

Install/Delivery:

Please send a representative who can guide item placement if you are able

A 1-2 hour arrival window will be provided. DLG must be notified in advance of any existing furniture to be moved. Due to the unpredictable nature of road conditions, schedules, and trucks DLG reserves the right to re-schedule a delivery at any time. If winter chains are required due to heavy snowfall, a delivery will likely be re-scheduled. All deliveries are subject to a two hour minimum charge. All deliveries are scheduled on a first-come first-served basis. In order to ensure DLG can accommodate scheduling requests, **please plan on a minimum 2 weeks of notice in order to schedule a delivery**. This is not to say that we are unable to take any requests that are within 2 weeks, just that it is uncommon for us to have availability within 2 weeks. The best practice is to request a tentative install date based on order ETAs that can be adjusted proactively ahead of time before all the pieces are at DLG.

- (1) Man and a Truck **\$120.00** per hour
- (2) Men and a Truck **\$180.00** per Hour
- (3) Men and a Truck **\$240.00** per Hour

*Additional manpower is **\$60.00** per hour per man (required manpower is at the discretion of DLG).

*Normal delivery hours are 8:30 AM arrival time-4:30 PM return time. Any deliveries that run longer than 10 hours in a day will be billed at time and a half. Weekends and Holidays are billed at time and a half as well.

*Lodging will be billed at cost and a charge of \$250/person/night will apply if an overnight stay is required due to pre-made installation plans or due to unplanned events such as winter weather in the mountains etc.

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DLG 2027

*DLG will take the packaging brought to the jobsite and dispose of it after delivery. Based on the amount of trash it may be required to go to a disposal facility prior to returning to the warehouse, the disposal fees will be billed at cost. Disposal fees may be allocated based on the amount of trash if a trip to a disposal facility is not required.

*DLG requires an approach from the truck to the door that is free of snow. If there is sufficient ice, snow, etc that it makes the approach dangerous, DLG will either reschedule the installation or clear the hazard to the point it is secure to walk on. If we can not sufficiently clear the approach with snow melt and shovels, the installation will be rescheduled.

*DLG reserves the right to cancel an installation if a list of what is expected to be installed is not provided at least 48 business hours ahead of time. DLG requires this notice in order to ensure we have time to cross check your list, address any discrepancies, pull, and load the order.

*DLG requires that the installation areas be free from debris, contractors, and any other obstructions. If not notified ahead of time about obstructions and/or if the obstructions are large enough, the installation is subject to rescheduling.

*Please be aware that road conditions caused by weather, accidents, or road closures are often unpredictable and may cause drive times to be higher than normal.

*If the designer/client requires felt bottoms placed on furniture when it is installed, the designer/client needs to provide the correct color and shape when DLG arrives to install the furniture. DLG brings an assortment of felts to each job but we cannot guarantee they will be the correct shape or color for every piece of furniture we bring on an install.

*We provide our installers with a pair of “new floor only” shoes that are only worn inside houses with newly finished floors when our regular floor protection is deemed inadequate by the designer/client. These shoes are assured to be perfectly clean and non-marring. If a designer/client is insisting that our normal floor protection and the “new floor only” shoes are inadequate floor protection, the installation may be refused or rescheduled.

*DLG will send a “Pre-Delivery Form” prior to most installations. This includes questions that are important to ensuring a smooth and successful installation/delivery. Failure to fill out the form or filling it out incorrectly can lead to unexpected issues during an installation/delivery. If there is incorrect or incomplete information that ends up causing a major issue that cannot be resolved on site, DLG reserves the right to reschedule and bill for both trips, even if not everything was installed on the first trip.

Time will be calculated in **15-minute** increments and includes all the following:

- The time it takes to pull & load the order on to our truck(s)
- Drive time from DLG warehouse to job site, dump (if necessary), and back
- Time at the install

DLG is a white glove delivery/install service. Our staff will be courteous, polite, and patient during the install process. We strive to make the delivery/install as enjoyable as possible for all parties. Designer/Client wishes are our highest priority and will be followed unless there are safety or damage concerns. At any install DLG requests that either a representative or the designer be present at the job site or a detailed description of item destinations and instructions be sent in advance.

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DLG 2027

In the event a delivery is scheduled and a piece that is to be included in the delivery arrives to DLG within 7 days of the delivery date, **the inspection will be expedited unless the designer specifically requests that we leave it uninspected.** If there is noticeable damage to the carton, the package will be inspected at the normal receiving rate.

DLG will not penetrate any walls or modify/disassemble any piece of furniture due to insurance liabilities. Any modification/disassembly of a piece is only possible with special approval communicated in writing and will be performed by our furniture repair department.

Determination of the severity of hazards on the jobsite or during the drive is at the discretion of DLG.

Art Installation:

DLG does not install art but we are happy to provide the below references as trusted art installers. If you need art installation services, please reach out to either professional below.

Martin - 303.550.2723

Marcos - 720.325.6234

Assembly & Crated Items:

All possible pre-assembly of pieces will be done at DLG warehouse. Assembly time will be added into the receiving time and reflected as a single charge for receiving. For pieces that come in crated, total receiving time includes crate disposal. **Due to insurance liabilities, DLG will not assemble wall-mounted units, Pool Tables, Shuffleboards, etc. Nor are we permitted to assemble cribs or changing tables.**

Freight Claims/ Repairs:

Assistance with freight claims will be provided to the showrooms and/or designers by DLG, **Design Logistics Group is not able to process vendor claims.** If an item has obvious freight damage and is damaged beyond repair DLG reserves the right to refuse said shipment on behalf of our clients. Minor repairs (repairs that will take less than 15 minutes) will be completed as part of the inspection process. For major repairs, estimates will be created and approved by the Client or Vendor prior to performing the repair. Any third-party repairs would be done at an additional charge, and only completed with approval from the client, carrier, and/or vendor. **If a third party repair tech is being used, there is a \$80/hour warehouse processing fee for time to pull, unpack, stage, repair, repack, and store the piece.** Repairs that are made prior to claim approval will have to be paid for by the showroom and/or designer. Once the claim has been processed, the amount allotted by the Freight Company or Vendor will be credited back to the designer. Items that need to be returned to the vendor will be crated by a third party if the original packaging can not be used.

Storage Rates:

DLG offers 14 days free of storage starting the date of arrival at our facility. Storage will start to accumulate on the 15th day that an item is at our warehouse and be charged every day until the piece is either picked up or delivered to the client. Storage rates are charged by the square footage of each carton. The charge is **\$4.25** per square foot per month with a minimum charge for any item measuring **5 square feet** or less of **\$25** per month. (e.g. a carton measuring 5'x2' containing 1 mirror or 5 pillows would both be **\$42.50/month**).

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Purchase Orders:

For more efficient processing of incoming freight, we request that designers side mark their order with both DLG and the designer information and if possible, the client/side mark information. We also request that we be sent a Purchase Order or list of what we should expect. Not all shipments are clearly marked when they arrive at DLG; therefore, we will be able to notify designers in a timelier manner if less research is needed to confirm who a shipment is for.

The more information we can capture during the receiving process gives our clients a more accurate inventory. This also aids in making the final install/delivery more efficient and cost effective.

Warehouse Processing:

There is a warehouse processing fee of **\$80.00** an hour billed in **15-minute** increments for services such as order pull and prep for customer or carrier pickups, item pull for inspection or repair, additional photo inventory etc.

In-House Repairs, Field Repairs, and Furniture Modification:

DLG offers expert furniture repair and customization services. Each project is bid as a one-off based on expected labor time and cost of materials. For field repairs, sometimes an assessment is necessary to determine what is needed to repair a piece. Assessments are billed at \$100/hour with a 2 hour minimum and field repairs are billed at \$150/hour + materials with a 2 hour minimum. Sometimes we are able to perform the repair and assessment in the same visit, in that case, the \$200 for the assessment will be applied to the cost of the repair.

Dock Pickups:

All customer pickups are by **appointment only**, and with at least a **24-hour** advanced notice. There is a **\$20.00** customer pickup fee charged per carton on all pickup orders as well as a warehouse processing fee of \$80/hour billed in 15-minute increments to cover the time it takes for our warehouse to pull and help load the orders into the client's vehicle. If items are unboxed and DLG disposes of the packaging, a trash removal fee may apply.

****Please be advised that clients will need to provide their own ropes & tie-downs as well as blankets or pads. If a client wishes to use DLG blankets, there will be a charge of \$10 per blanket. DLG will assist in loading items into vehicles or trailers, but it is the client's responsibility to secure all items picked up at DLG's warehouse as DLG will not be responsible for any items damaged in transit once the customer has left our facility. ****

Special Handling:

Some items that are oversized, fragile, heavy, etc. may require additional manpower or specialized materials and equipment. Client will be billed for any additional manpower, time, or materials required to properly inspect, repack, or install items that require special handling. Items that are oversize and/or overweight may be subject to additional storage charges.

Lighting-Electrical & Artwork:

Design Logistics Group is highly experienced with and able to receive, inspect, and deliver lighting and artwork expertly. **Design Logistics Group is not able to install any electrical components, light fixtures, or artwork: i.e., chandeliers, sconces, mirrors, paintings, etc.**

***DLG is able to provide third party art installers upon request with enough heads up.**

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Cancellations:

DLG requires **at least 48 business hours** advance notice of a cancellation. If a cancellation is made less than 48 business hours prior to the delivery, the customer may be subject to a minimum **\$65.00** cancellation fee as well as a warehouse processing fee if the order was already prepped for loading. The cancellation fee would be billed on the final invoice and is charged at DLG's discretion. DLG reserves the right to reschedule any delivery due to adverse weather conditions (DLG will not charge for weather-related cancellations).

Quotes:

A quote for the total cost of a job may be created for a client upon request. These quotes are estimates and subject to change unless otherwise specified. Any additional work required that is not specified in a quote/estimate will be billed at DLG normal rates unless otherwise communicated.

Billing:

Our clients assume responsibility for all charges for services rendered. Billing is NET 30 and invoices will include any charges for receiving, storage, delivery, and all other applicable charges.

(Installations may be charged directly to clients with DLG's approval).

There will be a **late fee** of 5% of the total balance due or **\$20.00, whichever is greater**, that will be added to any invoice that is 30 or more days past due. Late fees will continue to accumulate on past due invoices every 30 days until payment is made. All invoices will be sent via e-mail unless otherwise requested. If any item at DLG has invoices associated with it that are more than 180 days overdue, DLG reserves the right to take ownership of the piece and potentially sell it in order to recover costs.

Payments:

Invoices will be issued and paid through QuickBooks via bank transfer. A credit card payment is accepted by request only. A 3% processing fee will be added to the invoice for payments made with a credit card. Check payments should be mailed to:

2899 S. Santa Fe Dr., Unit 3, Englewood, CO 80110

Item Replacement Policy:

Once an item has been inspected by DLG and certified to be in good condition, DLG is responsible for the condition of the item until it has been unpackaged at the delivery location. In the event an inspected item is unpackaged upon installation and damage is discovered, or a vendor denies a claim on a damaged item due to DLG failing to report the damage. DLG will provide repair services. If the item is unable to be repaired, or if repairing is more expensive than replacing, DLG will cover the replacement cost of an item. However, DLG will only be responsible for repair/replacement costs up to \$5,000 per item (see "Insurance" section). Client agrees to work in good faith with DLG and the vendor to repair or replace the item at the lowest cost to DLG. Items not received and inspected by DLG are covered for damage up to \$0.60/lbs.

DLG is not liable for any damage found after delivery and/or installation is complete (i.e., upon departure of DLG workers from premises). It is the responsibility of the customer/designer onsite to inspect items as they are delivered/installed, and to notify DLG immediately of any damage found.

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Insurance:

The Client agrees not to subrogate any claim against DLG and any associated entities in the event of loss or damage of any kind or from any cause. Additionally, any third-party access or access by Customer's Agents, Employees, or Representatives may require a valid "Certificate of Insurance", filed with the DLG.

For full value coverage of items with replacement costs over \$5,000, clients will be responsible for purchasing property floater insurance from DLG if such coverage is desired. The premium is 10% of an item's replacement cost. This covers the full value of the item for any damage incurred during storage or delivery. Clients must provide proof of item valuation and obtain an individual floater policy for each item that requires additional coverage.

If any dispute, controversy, or claim arises out of or relating to this Agreement, or the breach thereof, the parties agree first to attempt to settle the dispute through good-faith negotiation for a period of 14 days from the date notice of the dispute is provided.

If the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation administered by an agreed upon mediator under its mediation rules before resorting to arbitration or litigation. The costs of the mediation, including the mediator's fees, shall be shared equally by the parties. The mediation shall be confidential, and take place in Englewood, CO unless otherwise agreed. If DLG incurs any legal fees or costs to enforce the terms of this agreement or to collect any payments due hereunder, Client agrees to reimburse DLG for all such reasonable attorney's fees and expenses.

DLG is only liable for loss, damage, delay, misdelivery, or nondelivery caused by its own negligence. DLG is not liable for loss, damage, delay, misdelivery or nondelivery caused by (i) the act, default or omission of contracted party, or any other party who claims an interest in the shipment, (ii) the nature of the shipment or any defect, or any characteristic thereof, (iii) violation by any party of any of the conditions of Contract contained in this Contract, including, but not limited to improper or insufficient packaging, securing, marking or addressing, or failure to observe any of the rules relating to the shipment(s) not acceptable for transportation or shipments acceptable only under certain conditions, (iv) acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority of law, acts of omissions of customs or quarantine officials, riots, strikes or other local disputes, civil commotions, hazards incident to a state of war or acts of terrorism, weather conditions or mechanical delay of aircraft, or (v) acts or omissions of any person other than DLG, including compliance with delivery instructions from contracted party. Further, DLG shall not be liable for: (a) Customer packed goods where there is loss or damage to articles loaded or sealed in packages provided by party;; (b) any mechanical failure of any electronics, musical instruments, appliances, clocks, radios, cameras, or other mechanical or electronic items of any kind or nature;; (c) any claims for damage where such damage recurred in a place where prior damage existed, or where such prior damage was previously repaired or restored;; (d) for any claims or damages resulting from or to finishes incompletely or inadequately cured or dried, or which were previously broken down from age, abuse, or otherwise;; (e) any claims for loss or damage to abandoned goods or for shipments refused, delayed, redelivered, misdelivered or not delivered by reason, whether in the possession of DLG, Carrier, or any third party;; (f) any internal, unsecured or insufficiently secured, or other inherent vice contained within item(s) shipped which results in damage to item(s) such as; rusting, oxidization, discoloration, scratching, denting, marring, chipping, mechanical and/or electrical derangement, evaporation, change in appearance or texture;; (h) damage caused by hazardous materials where proper information was not provided prior to tendering the item(s).

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Office:

Email: Cory.designlogisticsgroup@gmail.com

(Please Complete the Following Form and Return)

By shipping items to Design Logistics Group, I agree to all terms and conditions of this policy.

Print Name:

Company Name:

Billing Address:

Phone Number: _____ **Email:** _____

Signature: _____ **Date:** _____

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