

TERMS AND CONDITIONS OF VEHICLE TRANSPORT

1. By placing order with Express Auto Transport, Customer hereby agrees to be bound by the terms and conditions herein. Furthermore, Customer agrees that he/she is the registered legal owner of the vehicle(s), and as such has the legal authority to enter into this agreement. Alternatively, Customer hereby acknowledges that they are the rightful agent of the legal owner, and accordingly has been duly authorized by the legal owner of the vehicle(s) to enter into this agreement.

2. Customer shall prepare the vehicle(s) for transport by removing or properly securing all batteries, loose parts, fragile or protruding accessories, low hanging spoilers, antennas and other similar items. Any parts or items belonging to the vehicle, but not currently attached should not be left inside vehicle during transport, and shall be treated as personal belongings. Customer shall disarm any vehicle alarm system and provide Express Auto, or its authorized agent, with any tools or keys necessary to disarm the system if activated. If the alarm system is activated during the transport of the vehicle, Express Auto or its agent may deactivate the alarm system by any means that it or the transport driver deems reasonable and effective. Customer hereby releases any claim for damage caused by Customer's failure to fulfill these obligations.

3. Customer shall remove all detachable personal belongings from the vehicle(s). Furthermore, Express Auto may impose additional fees, in its sole discretion, for the transport of contents left in a vehicle. In no event, however, will Express Auto be responsible for the safe transport of any such contents.

4. Customer or his authorized agent shall be present at the point of pickup and delivery. If Customer or his agent is not present for any reason, the vehicle(s) will be placed in storage at full cost to the Customer.

5. All delivery dates and times are merely estimates. Moreover, Express Auto makes no representations as to exact date and time of pick-up and Customer hereby acknowledges that no covenants as to the exact date or time exist. Further, Express Auto does not agree to transport the vehicle(s) in time for any particular purpose or event and will not be responsible for any loss or damage resulting from any delay. **NO EXPRESS OR IMPLIED WARRANTIES ARE MADE WITH RESPECT TO DELIVERY TIMES OR DATES. IN NO EVENT SHALL EXPRESS AUTO TRANSPORT REIMBURSE CUSTOMER FOR FEES RELATING TO VEHICLE STORAGE.**

6. Express Auto may, in its sole discretion, subcontract its obligations hereunder. In such event, subcontractor shall be solely responsible for all obligations to Customer. In the event a sub-contractor breaches a covenant of the contract or causes damage to the vehicle during delivery, Customer shall file all claims with the subcontractor identified on the Bill of Lading and hereby releases Express Auto from any and all claims arising out of or related to any actions or inactions of the subcontractor.

7. Customer authorizes Express Auto, its subcontractors, agents and employees to drive, park, store or otherwise operate or transport the vehicle(s) in any manner necessary to fulfill the obligations under this Agreement. Customer shall maintain insurance on the vehicle that shall extend to Express Auto's operation of the vehicle. Upon request, Customer agrees to provide proof of insurance on the vehicle(s) to Express Auto and will keep in force such insurance until transport of the vehicle is complete.

8. **IN NO EVENT SHALL EXPRESS AUTO, ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY DAMAGES EXCEPT FOR DAMAGES TO VEHICLES ACTUALLY TRANSPORTED AND ONLY TO THE EXTENT SUCH DAMAGES WERE CAUSED BY EXPRESS AUTO'S GROSS NEGLIGENCE OR INTENTIONAL CONDUCT.** Customer specifically agrees and hereby waives any other claims against Express Auto or its subcontractor including, but not limited to minor damages such as: scratches, scrapes and chips that result from normal road conditions and wear and tear; Damages caused by leaking fluids, battery acid and/or cooling system antifreeze solution; Industrial fallout; Mechanical malfunctions; Exhaust assembly; frame; alignment; Tire damage; suspension; Glass damage; Overloaded vehicles; Defective or insufficient brakes, parking brake or

parking gear; Damage to loose, torn or visibly worn convertible tops, but in no situation any damage to a convertible top that is more than 2 years old; Damage to vehicle boots, caps, masks, bras or any other type of covering; Damage caused as a result of the inoperable condition of the vehicle; Damage caused by tie downs that break or tear due to vehicle's age or condition; Damage that is undetectable due to the vehicle's dirty condition at the time of pickup; or damage caused as a result of acts of God or other Force Majeure events. **ADDITIONALLY, EXPRESS AUTO TRANSPORT WILL NOT PROVIDE REIMBURSEMENT FOR AUTO RENTAL FEES RESULTING FROM DELAY, DAMAGE, OR ACCIDENT.** For Customer's protection, Express Auto recommends that the Customer secure time stamped photographs of the vehicle(s) before transport and notates damage before and after delivery.

9. Customer shall identify any damage to any vehicle(s) by noting the damage on the Bill of Lading received by Customer at the time of delivery. Any claims related to such noted damage must be submitted in writing to Express Auto or its subcontractor within 15 days of delivery, or, in case of failure of delivery, within 15 days of the date that vehicle was scheduled to be delivered. Customer hereby waives any damage claims that are not noted on the Bill of Lading, or for which Customer has not submitted a timely written claim. Express Auto shall not be liable directly, in subrogation, nor by assignment to Customer's insurance company for any claims paid by the Company. **IN NO EVENT SHALL EXPRESS AUTO BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

10. All orders are subject to a non-refundable \$50 per vehicle order processing fee, which is deemed "earned" upon the placement of order. Any remaining deposit by Customer shall be deemed "earned," and thus non-refundable, upon the notification to Customer that Express Auto Transport has "dispatched" Customer's order, regardless of whether Customer ultimately chooses to accept or cancel dispatch. Should the Customer choose to cancel the order, Customer should submit a request of cancellation to their customer service representative. Customer cancellations are only effective when the Customer has been notified that Express Auto Transport has processed their cancellation. ALL cancellations requested within 10 days from the Customer's initial order date shall be refunded via company check, regardless of Customer's initial payment method. All other cancellations will be processed via Customer's initial payment method, but may alternatively be made via company check at the sole discretion of Express Auto. To ensure that each Customer is afforded a reasonable time to review and accept the Terms and Conditions set forth, Customer may cancel this agreement within 24 hours of their initial order placement for a full refund of deposit and non-refundable per vehicle order processing fee. Finally, Express Auto Transport expressly reserves the right to cancel this agreement with Customer at any time prior to delivery, but in such event shall refund Customer's full deposit and non-refundable per vehicle order processing fee.

11. In the event an Express Auto service is listed at an incorrect price due to a typographical error or error of pricing based upon lack of relevant Customer information received, Express Auto shall have the right to refuse or cancel any orders placed for services listed at the incorrect price. Express Auto shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged.

12. The remaining balance of the transport charge is due and payable, without discount, upon tender of the vehicle(s), regardless of the loss of, or damage to, the vehicle(s) at any stage of the transport. An additional charge of \$200 will be assessed if the vehicle becomes inoperative for any reason during the transport. An oversized vehicle fee of \$300 will be imposed unless such vehicle has been pre-approved and disclosed prior to transport.

13. Express Auto Transport does offer a non-guaranteed 10 Day Expedited Service. This service will cost approximately \$500 to \$600 extra, depending upon Customer's vehicle type and size. If the vehicle is not delivered within 10 days, Express Auto agrees to refund Customer \$50 per day, up to a maximum aggregate refund of \$200. It should be noted that this service is **not guaranteed** and should not be used for critical delivery schedules.

14. Customer and/or its agent are jointly and severally liable for any and all unpaid charges including, but not limited to, sums advanced or disbursed by Express Auto or its subcontractor and any and all cost of collection, including costs and reasonable attorney fees. Unless the order has been prepaid or Express Auto has otherwise agreed in writing, Customer shall pay all COD amounts, including any additional charges, in cash or certified funds. Express Auto will have a right of lien on shipped vehicle(s) for any charges that remain unpaid, and any such lien will survive the delivery of the vehicles.

15. Customer shall defend, indemnify and hold Express Auto and its subcontractor harmless from any cost, expense, damage, loss and claim, including any third party property or personal injury claim, arising out of or related to Customer's breach of any warranty or obligation hereunder.

16. Performance under this contract shall be excused to the extent such performance is prevented by *force majeure*. The term "force majeure" shall include acts of God or the elements, acts of a public enemy, acts of terrorism, riots, strikes, labor disputes, fires, explosions, floods, acts or orders of civil or military authorities, or other causes beyond the reasonable control of the party declaring the force majeure events. Such excuse from performance shall continue until the force majeure event ceases to exist.

17. The provisions of this Agreement are severable and the invalidity and enforceability of any provisions herein shall not affect the enforceability of the remaining provisions, which shall remain in full force and effect.

18. This document contains the complete and exclusive understanding between Express Auto Transport and Customer. Furthermore, this agreement supersedes any prior or contemporaneous oral or written agreement. Modification of the terms and conditions set herein may only be made by an executed agreement signed by both parties.

19. All legal issues pertaining to the obligations and rights assigned under this agreement shall be governed in all respects by the laws of the state of Ohio, U.S.A., without regard to choice of law provisions. Customer agrees that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of the transportation of any vehicle shall be in the state or federal courts located in and around Butler County, Ohio. Any cause of action or claim you may have with respect to these terms must be commenced within one (1) year after the claim or cause of action arises, unless other applicable laws apply. Express Auto's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Express Auto may assign its rights and duties under this Agreement to any party at any time without notice to you.