

# Auto Transport Terms and Conditions

Avant Garde Auto Logistics hereinafter referred to, as "Carrier" will not be responsible for any damage not resulting from Carrier negligence. During transport, vehicles and vehicle equipment may cease to operate properly through no fault of the Carrier.

1. By shipper's signature or his/her agent's signature, or as accepted online, Carrier and agents, jointly and separately are authorized to operate and transport vehicle(s) from the Point of Origin specified to the point of departure and to the specified destination via any mode.

2. Personal belongings are not to be transported inside vehicle. Carrier shall not be responsible for loss or damage to personal belongings, including any "personal property" left in the vehicle, including loss or damage to stereo equipment, and to any non-stock items of the vehicle, nor will carrier be responsible for damages caused to vehicle(s) by personal property left inside vehicle.

3. Shipper must furnish carrier with necessary keys to vehicle and all compartments. Shipper is responsible for completely disarming alarm/security system by any means effective.

4. Carrier reserves the right to engage independent sub-contractors to transport or ship vehicles at their discretion. Such independent sub-contractors are required to have adequate insurance coverage and to provide proof of such insurance to Autotras1, LLC DBA Avant Garde Auto Logistics. Their insurance coverage is primary and is responsible for payment of any claims for loss or damage incurred while the vehicle is in their custody and control. In the event of damages incurred while vehicle is in the care of said independent sub-contractor all resulting claims must be directed to the company who physically delivered the vehicle and not Avant Garde Auto Logistics. As a courtesy to our customers, Carrier will, as necessary, act as agent in the claims process in order to facilitate expedient results.

5. No delivery time is guaranteed. All delivery dates are only estimates of normal deliveries (delays may occur). Transporter does not agree to transport shipment in time for any particular market or event and will not be responsible for damages occasioned by unavoidable delay. There are absolutely no guarantees made, expressed, or implied, regarding delivery time or dates.

6. No auto rental will be honored (for delays, damage, or accidents) no exceptions.

## PAYMENT TERMS

1. Shipper shall pay all cost, including storage, and additional delivery costs, incurred as a result of shipper's breach of any obligation under this agreement, including inability to provide sufficient funds due, and inability to be present for accepting vehicle. Consignee agrees to meet the transporter's driver at any specified time and place. In the event of a payment dispute between shipper and Consignee, the party responsible for placing this order bears 100% responsibility for payment of this invoice.

2. Upon acceptance, shipper and receiver of vehicle(s), are jointly liable for all charges due for shipment. They will be responsible to pay all costs of collections, to include, but not limited to, court costs and attorneys' fees with interest at a periodic rate of 1.5% per month or 18% per year.

3. Consignee is responsible to be at scheduled delivery point at specified time and place. If Consignee is unable to be at the scheduled pickup point, he/she will be charged a \$100.00 a day storage fee. Carrier will not be held liable for any non-use of the vehicle charges, including, but not limited to auto rentals, interest, or any other charges due to delay or damage to vehicle.

4. Shipper shall pay an additional fee to be determined by the carrier for each inoperable vehicle. If vehicle is rendered for shipment and later becomes non-operational, the fee will be assessed, as well as any other charges incurred to accomplish delivery, including, but not limited to Wreckers, Forklifts, Roll-back's, etc.

5. Nothing in the agreement binds carrier to pick up and/or deliver to locations from which it is impractical to operate Carrier's equipment because of inadequacies of highway, street, or passageways for loading or unloading facilities, local, state or federal law.

6. If vehicle is vandalized either during shipment or while awaiting shipment, Carrier will not be held responsible; owner will have to submit a claim to his/her own insurance or absorb the loss. Shipper agrees that his/her vehicle is insured and his/her insurance has primary responsibility.

7. Cancellation of an order more than 24 hours after the order is placed will be charged a minimum 15% cancellation charge, up to and including 100% if a truck has already been dispatched.

8. Payment for transport is due at or prior to time of delivery, NO exceptions.

9. Carrier shall explicitly be entitled to and have a general lien which survives delivery on any and all property (and documents relating thereto) of the Applicant in its possession, custody and control, or en route, for all sums and/or claims for outstanding and/or current charges, expenses, and/or storage costs incurred by Carrier due from, arising from, or in connection with any shipments of Applicant.

## **CARRIER OR ITS AGENTS SHALL NOT BE LIABLE FOR THE FOLLOWING:**

A. Damage caused by leaking fluids, battery acids, cooling system and anti-freeze solution, industrial fallout or damage caused by acts of God or force majored.

B. Hidden damage or damage that is undetectable at time of pickup due to vehicles dirty condition, or weather-related condition.

C. Any glass damage.

D. Mechanical or electrical functions and damage caused by failing mechanics, electrical demise, alignment or suspension, exhaust assembly, any exhaust system, muffler, or tail pipes. No exceptions.

E. Under carriage damage, and damage resulting from overloaded or lowered vehicles.

F. Shipper is responsible for preparing vehicle for shipment. Securing loose parts, mufflers or tail pipes, spoilers, non-stock kit additions, antennas, and switches. Any part that falls off during transport is the customer's responsibility, as are leaking fluids, including damages caused by said parts or fluids to any and all other vehicles involved. It is the customer's responsibility to notify the Carrier of any and all fluid leaks.

G. DAMAGE TO VEHICLE CAUSED BY: a) Vehicle that cannot be driven on or off transport truck under its own power and/or b) Vehicle having defective or insufficient brake, parking brake, or parking gear.

H. Damage caused by freezing of engine, or cooling system or batteries.

I. Damage caused to vehicle from tie downs breaking or tearing.

J. Any convertible tops that are loose, torn, or show extensive wear. Bras, and/or any type of canvas or material coverings.

K. The Carrier WILL NOT be responsible for damage NOT caused by the driver.

L. The customer agrees that their vehicle is insured and their insurance has primary responsibility.

The agreement supersedes all prior writing and/or oral agreements between Avant Garde Auto Logistics and the shipper and may not be changed.

1. Claims must be made in writing within 24 hours from time of delivery. Any damage must be noted on the Bill of Lading at the time of delivery without exception. All claims for hidden damage must be made in writing and sent certified mail within 48 hours after delivery of the vehicle. Hidden damage shall mean only those losses or damages to parts contained completely, within the underside of a vehicle that should require the vehicle be hoisted on a lift in order to be viewed and identified. The party claiming hidden damage

has the burden of proving that the hidden damage did not exist prior to Carrier's receipt of the vehicle(s) and that the claim relates to one for hidden damage and is otherwise proper. Pictures and two (2) estimates for repair should be sent as soon as possible. All claims are subject to a Deductible, and will be settled at actual cost.

2. Repairable Losses-Bids. Shipper agrees that the amount of a claim for a repairable loss shall be established by a competitive bid process. The amount of the repairable loss shall be considered the lowest available bid amount from two (2) competing qualified automobile body repair shops. Alternatively, if a Carrier elects, it may obtain an appraisal of the amount of the repairable loss from an independent automobile insurance adjustment company. A qualified body shop shall include any auto body repair shop owned by a franchised dealer of the manufacturer of the vehicle for which loss is being claimed. Carrier may, at its option, elect to accept a single bid presented by the claimant as the most cost effective settlement available and so elect to accept that bid as the amount of the claim. The payment by the Carrier of any claim presented by shipper shall be deemed the full and final resolution of the claim. The shipper shall release Carrier from any further liability involving that same vehicle upon payment of the claim.

3. Total Losses. The Carrier's limit of liability for any total loss vehicle(s) shall be the actual cost of any verifiable expenses thereon, including Carrier's freight charges thereon. With respect to any total loss vehicle(s), the Carrier shall not be responsible for any lost profit.

4. Venue. It is the intention of the parties hereto that this agreement and performance hereunder and all suits and special proceedings hereunder shall be constructed in accordance with and under pursuant to the laws of the state of Tennessee (unless prompted by applicable federal law), and that any action, special proceedings, or other proceedings that may be brought arising out of, in connection with, or by reason of this agreement. The laws of the state of Tennessee shall be applicable (unless preempted by applicable federal law) and shall govern the exclusion if the laws of any other forum without regard to the jurisdiction in which any action or special proceedings may be instituted. Further, the parties hereby agree that the venue for any action brought by either party against the other shall be in the district court for the Rutherford County, State of Tennessee, and any other venue is hereby waived.

