### **Buying in Canada**



AUTO TRANSPORT

Rocky Mountain Registered Importers Phone: 406-551-4334 https://rockymountainregisteredimporters.com/

888-418-4029 Ext. 102 https://turboautotransport.com/

Recommendations are based on our years of experience transporting 1000s of vehicles each year. We continuously stay in direct contact with US Customs (*CBP*) and NHTSA (*National Highway Transportation Safety Administration*) for the latest updates and changes. We will let you know before importing a vehicle if there is going to be an issue with the vehicle coming into the US, so it is always good to ask. We want to make your buying in Canada and importing experience into the US is as smooth as possible.

#### The Process

- 1. Complete your due diligence and background checks on the vehicles before purchase, i.e., Canadian and US Recalls
- 2. Purchase the vehicle
- 3. Place order to transport and process the customs entry.
  - a. Complete order worksheet, send picture of VIN label, bill of sale.
  - b. Turbo will setup you up with Registered Importer (RI), Rocky Mountain Registered Importers.
  - c. Rocky Mountain will contact you to set up an account.
- 4. Once RI account is set up, documents will be filed with US Customs for vehicle (s) entry
- 5. Customs entry documents are provided to Turbo Auto Transport to schedule the pickup and deliver to RI's yard.
- **6.** Once in the US and at RI's yard, pictures are taken for NHTSA compliance packet, packet is submitted which starts the 30-day clock for compliance quarantine.
- **7.** During the 30-day hold, the speedometer is converted from KM predominate to MPH predominant. Mandatory USDOT requirement to be sold in the US. This is an option, but most dealers select it.
- 8. NHTSA packet approved, or 30-day period expires (whatever come first), US title can be ordered.
- 9. Vehicle scheduled for delivery to dealer's location or auction.
- **10.** With U.S. title in hand, vehicle can be sold.

#### Items to watch for:

- 1. Make sure No Open Canadian or US Recalls. VINs can be checked at these websites:
  - a. Canada: <u>https://www.tc.gc.ca/en/services/road/defects-recalls-vehicles-tires-child-car-seats/find-manufacturer.html</u>
  - b. United States: <u>https://vinrcl.safercar.gov/vin/</u>
- If a vehicle has an Open recall, make sure parts are available at a dealer for repair prior to entering the US. Must have repair receipt to import. Turbo can also get the recall completed if the parts are available at the US dealership.
- 3. <u>Must have TPMS</u>, Safety Standard No. 138. (separate TPMS bulletin attached)
- **4.** Must have Manufacture VIN label on the vehicle. Vehicles with missing labels cannot come in as USDOT cannot validate conformity VSA-80, VSA-81, VSA-82 or VSA-83.
- 5. No damaged or Copart vehicles. No Salvage or Rebuilt Titles.

**<u>Regarding TPMS</u>**: If a vehicle is questionable as to having TPMS and proof has to be provided for the USDOT conformity package, the only acceptable proof would be an invoice from a franchised dealership; printout factory specification or build sheet; authorized repair facility of the original manufacturer showing that an OEM TPMS has been installed, along with a photograph of the vehicle's dash showing the TPMS telltales illuminated.

#### **USMCA RULES EFFECTIVE July 1, 2020**

A Carfax, Autocheck or Comparable report is required for Vehicles that have VIN#'s that start with 1, 4, 5, 6, or 7.

**\*\*PLEASE NOTE**: If you have any vehicles that are Diesel, you will need to confirm that they are **STOCK EMISSIONS** (MUST have catalytic converter with no modifications/deletions) or we will not be able to import them.

If there are recalls that need to be completed on your vehicle, please take into consideration that RMRI is unable to complete and submit the Conformity Packets, to NHTSA, until the recalls are completed. The 30 days do not start until the Packet has been submitted.

#### **\*\*IMPORTANT**\*\* If the VIN# starts with a **2, 3 or Letter**

- Passenger CARs/SUVs/Vans calculate 2.5% duty plus MPF of .3464% (same as all vehicles with VINs starting with a letter).
- Cargo vehicles, pickup and cargo vans calculate 25% duty plus MPF of .3464%.
- Large trucks, 25% duty plus MPF of .3464% (these need to be verified before final calculation ).

#### Vehicles that dealers are exporting from Canada with few problems:

- 1. Ford (some newer trucks have Canadian-only recalls that need to be fixed in Canada before leaving)
- 2. Lincoln
- 3. Chevrolet (without power liftgates )
- 4. GMC (without power liftgates )
- 5. Dodge/RAM (*lots of recalls*)
- 6. Jeep
- 7. Toyota Tundra & Tacoma
- 8. Nissan pickups
- 9. Honda Pilot
- 10. Honda and Acura cars (quite a few open recalls )

**Recalls:** Check and re-check recalls until the vehicle ships. They can pop up at the last minute. If the recalls are repaired in the U.S., there is a \$50 service charge to take the vehicle to the dealer per visit. Some times recalls pop up just before the vehicle is ready to leave and it's the RI's responsibility to make sure all are completed before leaving their possession.

**Cannot Import:** 2010–2012 Chevrolet Colorado and GMC Canyon Extended cab or 4-dr Crew-cab. Only regular cabs can be imported. If a Canadian Maple Leaf is on the manufacture VIN sticker, these trucks are not FMVSS approved. All Chevrolet Cruse are not FMVSS approved.

**Speedometer Conversions:** For most domestic manufactured vehicles, speedometer clusters can be reprogrammed and faceplates changed by our in-house tech center. This saves additional shipping costs and delays. Some newer Lexus RX and Buick LaCrosse and Regal's with digital dashed that are KM only and cannot be electronically converted to MPH, are only upgraded via Factory replacement of the cluster. Cost for conversions usually start at \$750 and can go up to \$1400.

#### **US VEHICLE HISTORY REPORT**

If you want to know the vehicle details and where it was built, this will decode the VIN# and provide details: <a href="https://vpic.nhtsa.dot.gov/decoder/">https://vpic.nhtsa.dot.gov/decoder/</a>

#### **US Speedometer Requirements**

49 CFR § 571.135 - Standard No. 135; Light vehicle brake systems. S5.5.5. *Labeling*.

- (a) Each visual indicator shall display a word or words in accordance with the requirements of Standard No. 101 (49 CFR 571.101) and this section, which shall be legible to the driver under all daytime and nighttime conditions when activated. Unless otherwise specified, the words shall have letters not less than 3.2 mm (1/8 inch) high and the letters and background shall be of contrasting colors, one of which is red. Words or symbols in addition to those required by Standard No. 101 and this section may be provided for purposes of clarity.
- (b) Vehicles manufactured with a <u>split service brake system</u> may use a common brake warning indicator to indicate two or more of the functions described in S5.5.1(a) through S5.5.1(g). If a common indicator is used, it shall display the word "Brake."
- (c) A vehicle manufactured without a split service brake system shall use a separate indicator to indicate the failure condition in S5.5.1(a). This indicator shall display the words "STOP BRAKE FAILURE" in block capital letters not less than 6.4 mm (1/4 inch) in height.
- (d) If separate indicators are used for one or more of the conditions described in S5.5.1(a) through S5.5.1(g), the indicators shall display the following wording:
  - (1) If a separate indicator is provided for the low brake fluid condition in S5.5.1(a)(1), the words "Brake Fluid" shall be used except for vehicles using hydraulic system mineral oil.
  - (2) If a separate indicator is provided for the gross loss of pressure condition in S5.5.1(a)(2), the words "Brake Pressure" shall be used.
  - (3) If a separate indicator is provided for the condition specified in S5.5.1(b), the letters and background shall be of contrasting colors, one of which is yellow. The indicator shall be labeled with the words "Antilock" or "Anti-lock" or "ABS"; or "Brake Proportioning," in accordance with Table 2 of Standard No. 101.
  - (4) If a separate indicator is provided for application of the parking brake as specified for S5.5.1(c), the single word "Park" or the words "Parking Brake" may be used.
  - (5) If a separate indicator is provided to indicate brake lining wear-out as specified in S5.5.1(d), the words "Brake Wear" shall be used.
  - (6) If a separate indicator is provided for the condition specified in S5.5.1(g), the letters and background shall be of contrasting colors, one of which is yellow. The indicator shall be labeled with the symbol "RBS." RBS failure in a system that is part of the service brake system may also be indicated by a yellow lamp that also indicates "ABS" failure and displays the symbol "ABS/RBS."
  - (7) If a separate indicator is provided for any other function, the display shall include the word "Brake" and the appropriate additional labeling.

#### **INCORRECT INDICATOR**



#### **CORRECT INDICATOR**





# Canada to USA COVER SHEET

Scan/Email: sales@turbogroupllc.com or FAX# 1-866-603-1132

#### Please complete and return with supporting documents

| DATE://                                   |  |                          |   |
|---|--|--------------------------|---|
| IMPORTER's NAME: _                        | Person responsible for custom            | is entry and import fees | s Booking Order, Signed T&Cs  |
| IMPORTER's EMAIL A                        | DDRESS:                                  |                          | Letter of Authorization Passport or DL  |
| PHONE:                                    | CELL:                                    |                          | Canada Registration or US Title Vehicle Worksheet & Pictures                        |
| FROM:                                     | TO:                                      |                          | Bill of Sale ( <i>if applicable</i> )<br>Compliance Letter ( <i>if applicable</i> ) |
| City, Provin                              | ce                                       | City, State              |   |
| NATURE OF MOVI<br>CUSTOMS PROCESSI        | E (purchase, work permit, immigrant, rei |                          |   |
|   | Yes/No Phone:                            |                          | Email:  |
| YEAR: MAK                                 | E:                                       | MODEL:                   |   |
| VIN#                                      |  | Air Conditi              | oning? (yes or no)  |
| Date Manufactured:<br>On VIN Sticker (mo) | / Engine Size                            | Tra                      | ansmission Type<br>Automatic/Manual   |

# Once your paperwork has been submitted, a customs representative will contact importer to confirm the order and paperwork, and let you know if something is missing.

#### VERY IMPORTANT: US Federal Motor Vehicle Safety Standard No. 138 Tire Pressure Monitoring Systems

(TPMS): Any such vehicle that was not originally manufactured with an FMVSS No. 138-compliant TPMS cannot be imported under vehicle eligibility numbers VSA-80 or VSA-81 unless the vehicle has been retrofitted, prior to entry into the United States, with a TPMS identical to, and with the same part number as, the TPMS installed on vehicles manufactured for sale in the United States by the original manufacturer (OEM).

**<u>7501 Entry After your Vehicle arrives in the United States</u>**: Upon acceptance of the entry, US Customs (CBP) at the port of entry issues stamped Summary Entry FORM CBP 7501. It could take up to four (4) weeks for CBP to issue this form. If you change your address different than on your customs paperwork before receiving FORM CBP 7501, please contact Turbo's Customs Specialist or your broker as soon as possible and provide your new address.</u>

**<u>Registering</u>**: You will not be able to title and register your vehicle with the DMV (Department of Motor Vehicles) until you have received the stamped FORM CBP 7501. Check with you local DMV for required instructions and documents as each state may vary. **<u>The standard DMV process</u>**: Once you receive the 7501, bring the 7501, Canadian title, bill-of-sale (*if applicable*) to the DMV. Importer will be responsible for safety inspection, title, registration fees and applicable taxes.

| <b>Booking Or</b>  | der  | Form  |   |  |   | Turbo Auto Transport, LLP  |
|--|--|---|---|--|---|--|
| SALES: 888-418   |  |   |   | TOP  |   | P.O. Box 1292<br>Great Falls, MT 59403   |
| FAX: 866-603-2   | 1132   | 2   |   | The  |   | 888-418-4029 Ext. 107<br>MC#709759   |
| DISPATCH: 888  | 3-41   | 8-4029 X12  | AUTO  | TTRANSPO   |   | urbo Transportation Group, LLC   |
|  |  |   |   | <b>ROSS-BORDE</b>  |   | 5001 49th St. SW<br>Great Falls, MT 59404  |
| Today's D  | ate  |   | Email: Sal  | les@turbogrou  | <u>pllc.com</u>   | 888-418-4029 Ext. 102<br>USDOT# 1482475 MC# 558803   |
| PICK UP  | Da   | te Ready:   |   | DELIVERY   | If need by:   | 05D01# 1402475 MC# 550005  |
| Name:  |  |   |   | Name:  |   |  |
| Address:   |  |   |   | Address:   |   |  |
| City:  |  |   |   | City:  |   | 1  |
| State/Prov:  |  | Zip   | p/PC:   | State/Prov:  |   | Zip/PC:  |
| Cell Phone:  |  |   |   | Cell Phone:  |   |  |
| Home Phone:  |  |   |   | Home Phone:  |   |  |
| Email or Fax:  |  |   |   | Email or Fax:  |   |  |
| SELECT ONE:  |  | Terminal  | *Address Above  |  | Terminal  | *Address Above   |
| without any notation of dama<br>*Turbo Auto Transport, LLP wi      | *Car Hauler Trucks will not go into residential areas in major cities where there are truck restrictions. Meeting the driver may be necessary at a nearby area for the truck get in and out of easily.<br>*Shipper or his agent MUST inspect vehicle thoroughly upon delivery. Damage must be noted in the proper place on the bill of lading at the time of delivery, and signed by driver and shipper. Signing the bill of lading without any notation of damage verifies that shipper or his agent has received the said vehicle in good condition, and that Turbo Auto Transport, LLP and its agents are relieved of any further responsibility.<br>*Turbo Auto Transport, LLP will not be responsible for storage & fees at any Port Facilities. If your vehicle incurs storage due to waiting for customs paperwork, or personal paperwork to clear the border, shipper is responsible for storage fees. **If a carrier is sent out and vehicle cannot be picked up there will be an additional \$100.00 rescheduling fee. |   |   |  |   |  |
| TRAILER T  | YP   | <u>E:</u> S   | elect one:  | OPEN   | ENCLOS  | ED   |
| YEAR   | ]  | MAKE  | MODEL   | VIN N  | IUMBER  | <b>Operable</b> (circle)   |
| 1  |  |   |   |  |   | RUNS INOP  |
| 2  |  |   |   |  |   | RUNS INOP  |
| PAYMENT  | Special Instructions: (lift kit, big tires, items with vehicle. Extra items subject to additional cost )         PAYMENT         Check if billing address is the same as pick up   |   |   |  |   |  |
|  |  | DISC VER<br>NETWORK                                       | Check if billing add<br>is the same as deli             |  |   | <u>FO PLACE ORDER</u><br>Not Accepted  |
|  | Na   | me and billing ac   | ldress for credit card                                  | l  | ANILA   | <u>Hot Accepted</u>  |
| Name:  |  |   |   | Transport:   | \$  | USD  |
| Address:   |  |   |   | Customs/Import:  | <b>Reference Customs</b>  | Invoice to be paid separately  |
| City:  |  |   |   | 3% CC Fee:   |   | USD  |
| State/Prov:  |  | Zip   | p/PC:   | TOTAL:   | \$  | USD  |
| Phone:   |  |   |   | Credit Card#:  |   |  |
| Email or Fax:  |  |   |   |  |   |  |
| Cancellation Notice: All orders cancelled after 72hrs of order     |  |   |   |  | Exp. Date:  | Sec Code:  |
| Cancellation No  | otice:   | All orders cancell  | ed after 72hrs of order                                 |  | ns Selection: ALL Funds   | to be received <b><u>before</u></b> loading  |
|  |  |   | ed after 72hrs of order<br>.00 cancellation fee.        | USD Check, Wire Tra  | ns Selection: <u>ALL</u> Funds  |  |
| being submitte   | ed wi  | ll be charged <b>\$175</b>                                |   | USD Check, Wire Tran<br>Credit Card, <b>3% proce</b>   | ns Selection: <u>ALL</u> Funds  | to be received <b>before</b> loading<br>tockman Bank or Bank of America<br>redit card transactions, i.e., total  |
|  | ed wi  | ll be charged <b>\$175</b>                                | <b>.00</b> cancellation fee.                            | USD Check, Wire Tran<br>Credit Card, <b>3% proce</b><br>amount of transport and  | ns Selection: ALL Funds<br>asfer (\$30), Direct Deposit to S<br>essing fee will be added to all c<br>customs processing if being pa                           | to be received <b>before</b> loading<br>tockman Bank or Bank of America<br>redit card transactions, i.e., total  |
| being submitte   | ed wi  | ll be charged \$175<br>CESSING<br>Inc                     | .00 cancellation fee.<br>You<br>licate one if cross bor | USD Check, Wire Trai<br>Credit Card, 3% proce<br>amount of transport and<br>Authorize Turb<br>rder transport:  | ns Selection: ALL Funds<br>asfer (\$30), Direct Deposit to S<br>essing fee will be added to all c<br>customs processing if being pa                           | to be received <u>before</u> loading<br>tockman Bank or Bank of America<br>redit card transactions, i.e., total<br>id through Turbo.                                 |
| being submitte   | ed wi  | ll be charged \$175<br>CESSING<br>Inc                     | .00 cancellation fee.<br>You                            | USD Check, Wire Trai<br>Credit Card, 3% proce<br>amount of transport and<br>Authorize Turb<br>rder transport:  | ns Selection: ALL Funds<br>nsfer (\$30), Direct Deposit to S<br>essing fee will be added to all c<br>customs processing if being pa<br>o Auto Transpor        | to be received <u>before</u> loading<br>dockman Bank or Bank of America<br>redit card transactions, i.e., total<br>did through Turbo.<br>t Customs Processing:<br>NO |
| being submitte<br>CUSTOMS P<br>If No<br>By signing, I authorize to | ed wi<br>RO<br>O, in<br>ranspo   | ll be charged \$175<br>CESSING<br>Ind<br>dicate Broker do | .00 cancellation fee.<br>You<br>licate one if cross bor | USD Check, Wire Trai<br>Credit Card, 3% proce<br>amount of transport and<br>Authorize Turb<br>rder transport:<br>ork:<br>d conditions, and authorize | ns Selection: ALL Funds<br>asfer (\$30), Direct Deposit to S<br>essing fee will be added to all c<br>customs processing if being pa<br>o Auto Transpor<br>YES | to be received <u>before</u> loading<br>dockman Bank or Bank of America<br>redit card transactions, i.e., total<br>did through Turbo.<br>t Customs Processing:<br>NO |

### **LETTER OF AUTHORIZATION & POWER OF ATTORNEY**

Date:

**US Customs/Canada Customs** 

**To Whom It May Concern:** 

I, \_\_\_\_\_, am moving my vehicle(s) below across the US/Canada border and I have authorized Turbo Transportation Group, LLC or their agents to transport via commerical carrier:

From:

(Canada Address)

(City/Provice/Postal Code)

**Reason for move:** 

(examples: purchase, personal move, temporary job transfer, vacation, snowbird, studen, etc.)

I have additionally authorized Turbo Auto Transport or their agents to act on my behalf clearing the following vehicle(s) through United States and Canadian Customs:

| Year:         | Make:           | Model:          | License Plate#                 | State/Prov:                    |
|---------------|-----------------|-----------------|--------------------------------|--------------------------------|
| VIN#          |                 |                 | (copy of passport, registratio | n/title attached)              |
| Contact I     | nformation:     |                 |                                |                                |
| Importer:     |                 |                 | Broker: (applicable only       | y if you have your own Broker) |
| Name          |                 |                 | Name                           |                                |
| Address:      | (mailing or phy | vsical address) | Phone:                         |                                |
| City, Prov, o | or ST           |                 |                                |                                |
| Phone:        |                 |                 |                                |                                |
| GST# or FE    | EIN#            |                 |                                |                                |
|               |                 |                 |                                |                                |

Importer or Assigned Authorization Signature:

(signature)

Date:

(print name)

AUTO TRANSPORT

5001 49th St. SW, Great Falls, MT 59404 Phone: 888-418-4029 Ext 12

(U.S. Address)

(City/State/Zipcode)

To:

### **IMPORTANT - PLEASE READ**

#### Dear Customer,

Rocky Mountain Registered Importers wants to "Thank you" in advance for your business.

As a Registered Importer (RI), it is our job to efficiently process your order; provide the carrier entry paperwork to transport and clear US Customs; and for us to process conformity to meets United States USDOT (safety) and EPA compliance once the vehicle reaches our facility.

<u>First Order</u>, please complete the attached in the packet. <u>Subsequent orders</u>, please ensure these four items are completed and provided on all orders:

- 1. Import Worksheet, complete all sections
- 2. Copy of Purchase Agreement
- 3. Picture of Manufacture VIN Label
- 4. CarFax or Comparable Report.



**<u>RECALLS</u>**: With the growing number of recalls in Canada and United States, we require due diligence of both the shipper and our office to check and re-check recalls. Recalls can pop up over-night so completing recalls in Canada before shipment to the United States is critical.

#### 1. We highly recommend checking recalls before purchase and re-checking after purchase:

Canada: https://tc.canada.ca/en/road-transportation/defects-recalls-vehicles-tires-child-car-seats/find-vehicle-tire-child-car-seat-manufacturer

United States: https://vinrcl.safercar.gov/vin/

#### 2. Please check again for recalls before scheduling and transporting to the United States.

CANADIAN ONLY RECALLS can only be completed in Canada. If the vehicle is shipped to the U.S. before completing the vehicle will have to go back to Canada to complete. U.S. OPEN RECALLs, shipper can elect to get it repaired in Canada before shipment or get fixed in the U.S. before compliance certification. This will delay certification and release date. There is a \$75 USD charge to get the vehicle to the dealership and back if fixed in the U.S.

.\_\_\_\_\_

**AUCTION VEHICLES**: If a vehicle is at an auction and it is scheduled for a repair before shipment to the RI, <u>please notify the Carrier</u> that the vehicle is out for repair and provide a date of when it will be back to the auction.

.....

With the volume of vehicles we process daily, we want to provide you the best service to minimize the 30-day hold time required by NHTSA (National Highway Traffic Safety Administration). The 30-day clock starts once the vehicle passes conformity. Your assistance on providing complete paperwork and due diligence on recalls will help ensure an efficient timeline.

Thank you, Rocky Mountain Registered Importers.



**RMRI "POV" Import Worksheet** 

Fax: 406-551-6363

Great Falls, MT 59404

www.rockymountainregisteredimporters.com

Phone: 406-551-4334

imports@rockymtnimporters.com

**Rocky Mountain Registered Imp** 

| CANADA - EXPORTER/SELLER  |                   |           | U.S. CONSIGNEE/BUYER |   |                                |
|---|-------------------|-----------|----------------------|---|--------------------------------|
| Name:<br>Address:<br>City:  |                   |           |                      | Name:<br>Address:<br>City:                              |                                |
| Prov:   |                   | PC:       | '                    | State:  |                                |
| Phone:<br>Email:  |                   | _         |                      | Phone:<br>Email:  | Tax ID:                        |
|   | ORIGIN/PICKL      | JP        |                      |   | DELIVERY                       |
| Name:   |                   |           | /                    |   |                                |
| Address:<br>City:   |                   |           | /                    |   |                                |
| Prov:   |                   | PC:       | / /                  | City:<br>State:   | PC:                            |
| Phone:  |                   |           |                      | Phone:  |                                |
| CARI  | RIER & BORDER CRC | )SSING IN | FO                   | ADDITIC   | ONAL SERVICES                  |
| CARRI   |                   |           |                      | Speedometer   | r Conversion                   |
| PAP<br>US POI   |                   |           | <u> </u>             | Titling ( <i>optional</i> )                             |                                |
| DA  |                   |           | <u> </u>             | I'uiiig (opaio.   |                                |
|   |                   |           | <u> </u>             |   | J                              |
|   |                   | VE        | EHICLE INFO          | RMATION:  |                                |
| <b>1</b> VIN#   |                   |           |                      |   | Manf Date:/                    |
| Miles:  | Value:            | US        | CAD Year:            | Make:   | Model:                         |
| <b>-</b>  |                   |           |                      |   |                                |
| 2 VIN#<br>Miles:  | Value:            | US        | CAD Year:            | Make:   | Manf Date:/<br>Model:          |
| WIIIE3.   | value.            |           |                      | WIANC.  |                                |
|   |                   | PA        |                      | ORMATION:   |                                |
| Total amount due upon completion of import paperwork. Import paperwork will not be released to port of entry until payment is received. Please provide payment information: |                   |           |                      |   |                                |
| • •   | -                 |           | -                    | ed to the listed credit car<br>after services provided. | rd below for the vehicle being |
| Name  | e:                |           |                      | Card#   |                                |
| Address   | s:                |           |                      | - 67 /  |                                |
| CITY  | y:<br>e: PC:      |           |                      | Exp/Yr/   | CVC:                           |
| Sidie   | 2: PC             |           |                      |   |                                |
|   |                   |           |                      | Signature:  |                                |

|  | OF HOMELAND SECUR              |   |  |  |  |
|--|--------------------------------|---|--|--|--|
| POWER OF ATTORNEY<br>19 CFR 141.32                     |                                |   |  |  |  |
| Check appropriate box: Individual Partner              | ship Corporation               | Sole Proprietorship                       |  |  |  |
| KNOW ALL MEN BY THESE PRESENTS:                        |                                |   |  |  |  |
| That   |                                |   |  |  |  |
| (Full Name of person, partnersh                        | p, or corporation, or sole pro | prietorship; identify)                    |  |  |  |
| a corporation doing business under the laws of the Sta | ate of                         | or a                                      |  |  |  |
| doing business asre                                    | siding at                      |   |  |  |  |
|  | , hereby constitutes a         | nd appoints each of the following persons |  |  |  |
| (Give full nar   | ne of each agent designated    |   |  |  |  |

named above for and in the name, place, and stead of said other means of voluntarily given and accepted under grantor from the date and in CBP Port and in no other name, top make endorse, sign declare, or swear to any entry, withdrawal, declaration, certificate, bill of lading, or other document required by law or regulation in connection with the importation, transportation, or exportation of any merchandise shipped or consigned by or to said grantor; to perform any act or condition which may be required by law or regulation in connection with such merchandise; to receive any merchandise deliverable to or operation of any vessel or other means of conveyance said grantor;

To make endorsements on bills of lading conferring authority to make entry and collect drawback, and to make, sign, declare, or swear to any statement, supplemental statement, schedule, supplemental schedule, certificate of delivery, certificate of manufacture, certificate of manufacture and delivery, abstract of manufacturing records, declaration of proprietor on drawback entry, declaration of exporter on drawback entry, or any other affidavit or document which may be required by law or regulation for drawback purposes, regardless of whether such bill of lading, sworn statements, schedule, certificate, abstract declaration, or other affidavit or document is intended for filing in said port or in any other CBP port;

To sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise or merchandise exported with or without receipt in the office of the Port Director of CBP of the said benefit of drawback, or in connection with the entry,

as a true and lawful agent and attorney of the grantor clearance, lading, unlading or navigation of any vessel or applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits in connection with the entry of merchandise.

> To sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unlading, owned or operated by said grantor:

> And generally to transact at the CBP houses in said port any and all CBP business, including making, signing, and filing of protests under section 514 of the Tariff Act of 1930, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent or attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do virtue of these presents; the foregoing power of attorney to remain in full force and effect until the day of , or until notice of revocation in writing is duly given to 20 and received by the Port Director of CBP of the port aforesaid. If the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect after the expiration of 2 years from the date of its port.

IN WITNESS WHEREOF, the said

| Has caused these presents to be sealed and signed: (Signature) |        |  |  |  |  |
|--|--------|--|--|--|--|
| (Capacity)   | (Date) |  |  |  |  |
| WITNESS:   |        |  |  |  |  |

#### **RECALL DISCLOSURE STATEMENT FOR REGISTERED IMPORTED VEHICLES**

Due to the responsibility of the Registered Importer (RI), Rocky Mountain Registered Importer (RMRI) will check the recall status of all vehicles being imported into the US. We recommend that all importers check recall status and availability of parts before purchasing a vehicle in Canada.

Canadian Recalls: <u>https://tc.canada.ca/en/road-transportation/defects-recalls-vehicles-tires-child-car-seats/find-vehicle-tire-child-car-seat-manufacturer</u>

#### US Recalls: <u>https://vinrcl.safercar.gov/vin/</u>

If there are open recalls, the guidelines that will be adhered to:

**OPEN CANADIAN RECALLS:** Any vehicle with an open Canadian recall will not be allowed into the United States until the recall is fixed in Canada. No Exceptions.

If a Canadian recall is announced by the manufacture within the 30-day hold period while at the RI yard in the US, it must go back to Canada at the importers expense to get the recall fixed.

<u>OPEN US RECALLS</u>: Any vehicle with an open US recall, needs to have the parts available in the US before allowing it to be imported. The recall repair must be completed within 120 days of arriving in the US. RMRI will schedule and arrange the recall repair as soon as possible once it arrives and the dealership has the parts. Additional fees will be charged for transport to and from dealership. Any vehicle not resolved within the 120 days, must go back to Canada at the expense of the importer.

#### Confirmation that this disclosure has been read and importer understands the statement:

Printed Name

Signature

#### \_\_\_\_/ /\_\_\_\_ Date

#### NHTSA - RECALL RESPONSIBILITIES OF REGISTERED IMPORTERS

RIs have the same Recall Responsibility as Vehicle Manufacturers: Because they import motor vehicles for resale, RIs are by definition "manufacturers" under the National Traffic and Motor Vehicle Safety Act of 1966, as amended ("the Act"), 49 U.S.C. § 30101 et seq. As such, they have the same recall responsibilities as motor vehicle manufacturers under the Act. RIs have the duty to ensure that there are no outstanding safety recalls on the vehicles they import before they sell or release custody of those vehicles. Reference 49 CFR 592.6(d)(5).

Substantiating Recall Status: In the statement of conformity that it submits to NHTSA for each Canadian-certified vehicle that it imports, an RI must certify and substantiate that the vehicle either is not subject to any safety recalls or that all noncompliances and defects that are the subject of those safety recalls have been remedied. An RI can accomplish the required substantiation by furnishing with the conformity package documentation verifying that the vehicle is not subject to any outstanding safety recalls as illustrated below.

Recall Remedy Parts Unavailability: Because some manufacturers are experiencing parts unavailability with respect to parts needed to remedy recalled vehicles (e.g., Takata air bags), NHTSA suggests that RIs check the VINs via the manufacturers' websites or franchised dealerships to determine whether recall parts are available prior to importing the vehicles. If parts are unavailable in either Canada or in the United States and the RI imports the vehicle, by NHTSA's regulations, the RI must, among other things, maintain custody of the vehicle at its US-based, NHTSA-approved facility. The RI may be unable to provide NHTSA with evidence of the recall remedy in its conformity package before the 120-day period for submitting conformity data expires. If not remedied within the 120 days, the vehicle must go back to Canada.

Conclusion: RIs should carefully review 49 CFR Part 592. Failure to properly follow the regulations not only places public safety at risk, but can lead to an RI's registration being suspended or revoked, or the imposition of substantial civil penalties. Those penalties were recently increased in the FAST Act to \$21,000 per violation, up to a maximum civil penalty of \$105,000,000 for a related series of violations, with a separate penalty existing for each vehicle that is incorrectly certified by the RI as being free of outstanding recalls.

## ROCKY MOUNTAIN REGISTERED IMPORTERS PROCEDURE TO PROCESS US TITLES

Rocky Mountain Registered Importers (RMRI) can acquire U.S. Titles for both US and Canadian Dealerships on all vehicles being imported. Red stamped CBP7501s are required. If the 7501 processed by RMRI did not get stamped at the time the vehicle crossed the border, we have a process with US Customs to get CBP7501s stamped after the fact.

With the enforcement of NHTSA's (National Highway Traffic Safety Administration), the process is to hold newly imported vehicles for 30 days or until the Bond Release letter is received, before acquiring a title.

Each state has unique rules for titling vehicles from Canada or titling through states issuing "Brokered" titles on Canadian vehicles, i.e. titles being issued through a dealership in another state other than your state. State sales tax may be applicable in the state where your final title is being obtained. <u>RMRI acquires</u> "brokered" titles. Please make sure to do your due diligence to know your best options and total costs <u>before ordering a title.</u>

Pricing: \$180 per US title (Passenger Vehicles) - \$250 per US title (Semi Truck/Trailer)

What is required:

- 1. Signed Dealer Profile & Title Statement (signed one-time and kept on file).
- 2. Original Canadian Registrations (*need the whole registration, both halves*)
  - a. The back of the registration will need to be signed off by the seller
  - b. Buyer section, leave blank or enter your dealer name.
  - c. Address section, leave blank.
  - d. Odometer section, leave blank (we need to complete with US mileage)
    - i. If already completed in KM, it's ok on the initial Registrations.
- 3. Copy of Bill of Sale (Purchase Agreement)
  - a. If not previously sent, please send to <u>imports@rockymtnimporters.com</u>.
- 4. Copy of Customs documents, which we will have if Turbo clears the vehicle at the border and the filing broker has provided these documents:
  - a. Red stamped FORM CBP-7501 (scanned copy will work)
  - b. FORM HS-7 (DECLARATION)
  - c. FORM 3520 (EPA)
  - d. FORM HS-474 (DOT BOND)
- 5. Fed Ex or UPS account number to utilize for shipping US titles to desired destination.

#### Original Canadian Registrations must be sent via Courier to:

Rocky Mountain Registered Importers Attn: Title Department 5001 49<sup>th</sup> St. SW. Suite 200 Great Falls, Montana 59404 Ph: 406-551-4334

### **DEALER PROFILE & TITLE STATEMENT**

#### **DEALER PROFILE:**

| Dealer profile COMPANY NAME will be  | e the name of the com   | pany on the title when   | the US Title is generated.           |
|--|-------------------------|--------------------------|--------------------------------------|
| COMPANY:   |                         | DATE: _                  | //                                   |
| ADDRESS:   |                         |                          |                                      |
| CITY:  | _ST/PR:                 | ZIP/PC:                  |                                      |
| US COMPANY: TAX ID EIN#  |                         |                          |                                      |
| CANADIAN COMPANY: BN#  |                         | (Business Tax ID#)       |                                      |
| FED EX / UPS ACCOUNT#  |                         |                          |                                      |
| TITLE STATEMENT  |                         |                          |                                      |
| To Whom it may concern:  |                         |                          |                                      |
| Having authority to sign on behalf of _<br>Mountain Registered Importers to a  |                         |                          | _, I hereby give permission to Rocky |
| Importer will assume all responsibilitie accepting a "brokered title" and transj   |                         | •                        | g regulations and taxes when         |
| Pricing: \$180 per US title (Passenger \   | /ehicles) - \$250 per L | JS title (Semi Truck/Tra | ailer)                               |
| Contact for any issues:  |                         |                          |                                      |
| Email:   |                         | Phone:                   |                                      |
| Sincerely:   |                         |                          |                                      |
| Signature  |                         | Print Name               |                                      |
| Title/Company Position   |                         |                          |                                      |
| Original Canadian Registrations  | must be sent via C      | Courier to:              |                                      |
| Rocky Mountain Registered Imp<br>Attn: Title Department<br>5001 49 <sup>th</sup> St. SW. Suite 200<br>Great Falls, Montana 59404<br>Ph: 406-551-4334 | oorters                 |                          |                                      |

#### Customer Contract Terms & Conditions - Please read carefully, initial and sign where designated

Terms: Shipper: Person responsible for transporting vehicle Broker: Company responsible to transport Shipper's vehicle Carrier: Trucking company transporting vehicle

DATE:

**INITIAL:** \*\*\*Any person who, with intent to defraud or knowing that he/she is facilitating fraud against Turbo Auto Transport, LLP or Turbo Transportation Group, LLC or it's insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**INITIAL:** Shipper is the legal owner of contracted vehicle or has assigned authority to enter into this agreement to transport the vehicle(s) listed.

**INITIAL:** Turbo Auto Transport, LLP or its assigned carrier is licensed to transport vehicles, not personal belongings. We are not responsible for any personal items, stolen personal items or damage caused due to personal items being in the vehicle.

INITIAL: \*\*\*\*Cross-border Transport: Any vehicle containing personal items must go in-bond to Canada with items declared on Form B4; vehicles coming into the US personal items must be declared on the Form 3299. Items "not declared" to Turbo Auto Transport at the time of booking the order and on Customs paperwork will be removed from the vehicle prior to crossing the border. Removed items will be packaged and shipped to requested address. A charge of \$250 USD plus shipping will be charge to vehicle owner. As a cross-border Carrier, this causes substantial impact to the carrier's reputation, status with US and Canada Customs and increases clearance time at the border. Shipper causing such delay is subject to delay fees detailed in Item #20 herein.

1. Turbo Auto Transport, LLP agrees to have vehicle(s) described on ORDER FORM shipped on or about the dates requested. Turbo Auto Transport, LLP will designate a reliable carrier (agent) to fulfill the terms and conditions of this agreement. Turbo Auto Transport, LLP or its Agents do not guarantee a specific pickup or delivery date unless "date-specific" fees are agreed to and paid for as part of the agreement. If a local tow company is required for "date specific" pick up or delivery, there is an additional \$250 fee.

**DELIVERY OPTIONS:** Transport trucks will not go into residential areas in major cities where there are truck restrictions, low hanging trees or narrow streets. Shipper must select delivery option: terminal, meet driver or home address, where flatbed fees apply.

2. This order is subject to all terms and conditions and carrier's straight bills of lading, copies of which are available at the office of carrier and are incorporated herein. Turbo Auto Transport, LLP does not guarantee transport by any specific driver/carrier. Rental vehicles charges will NOT be reimbursed.

3. Carrier's responsibility begins when the shipper or his agent signs the bill of lading at pickup, and terminates when the shipper or his agent signs the bill of lading at delivery. Turbo Auto Transport, LLP must be notified, should the shipper be unavailable for pickup or delivery, and his agent must be designated at that time. If a carrier is sent out and vehicle cannot be picked up there will be an additional \$100.00 rescheduling fee.

4. Turbo Auto Transport, LLP hereby notifies shipper that their vehicle will be driven on and off the transporter, or to and from the transporter at the pickup or delivery site. Should the carrier be unable to access site, this does not relieve the consignee from making a reasonable effort to meet the truck at a suitable location.

5. All vehicles to be delivered with a balance due shall be paid in <u>US DOLLARS</u> by CASH, CASHIERS CHECK ONLY (US funds) or CREDIT CARD <u>prior to the vehicle being unloaded from the transport</u>. Should delivery be attempted after attempted notification (3 to 24 hours voice notification to phone numbers provided by shipper) and shipper or his agent does not have proper funds or is unavailable to receive delivery, vehicle(s) will be taken to and left at the nearest terminal at the discretion of the carrier, where shipper will have to retrieve and pay for storage or re-delivery fees.

6. If you are shipping an **inoperable vehicle**, you may be required to help load and unload said vehicle at the discretion of the driver. Should vehicle(s) become inoperable during transport, \$200.00 will be due at time of delivery in addition to any other moneys owed. It is shipper's responsibility to make sure vehicle is in proper working order. Every precaution will be taken to load an inoperable vehicle. However, these are difficult to load and carrier is not responsible for damage on an inoperable vehicle.

7. \*\*\*\***Turbo Auto Transport, LLP or its agents will not knowingly transport vehicles with personal or household items in the passenger or trunk compartment**. Federal regulation prohibits Turbo Auto Transport, LLP or its agents from doing so. If such items are shipped, such items become the sole responsibility of the shipper. Should damage occur with your vehicle because of additional items, you may be subject to additional fees at the discretion of Turbo Auto Transport, LLP.

8. Turbo Auto Transport, LLP or its agents will not be responsible for vandalism, acts of God (fire, flooding, hail, sand storm, tornadoes, earthquakes) or objects flying from the road or sky during transport. The shipper maintains their own insurance for these reasons.

9. Shipper is responsible for preparing the vehicle(s) for transport. All loose parts, fragile or protruding accessories, low hanging spoilers or mufflers; fog lights, antennas, etc., must be removed and/or properly secured. Any part(s) that falls off in transit is shipper's responsibility, including damages done by said part to any and all vehicles involved.

10. If vehicle is older than 15 years, shipper must secure their own insurance to cover 100% of any damage or repairs. Shipper is advised to secure insurance for the appraised or purchased value.

11. **\*\*\*If damage** should occur, <u>all moneys owed for transport must be paid to initiate a claim</u>. <u>Shipper or his agent MUST inspect vehicle thoroughly</u> <u>upon delivery</u>. Damage must be noted in the proper place on the bill of lading at the time of delivery, and signed by driver and shipper, regardless of weather, or time of day. <u>Signing the bill of lading without any notation of damage verifies that shipper or his agent has received the said vehicle in good condition, and that Turbo Auto Transport, LLP and its agents are relieved of any further responsibility</u>. All damage claims will be processed per Federal Motor Carrier Regulation 49 CFR Part 370.

12. <u>If delivered by an assigned agent</u>, Turbo Auto Transport, LLP and its agents must also be notified of any damage by phone \*\*\*<u>within 24 hours</u>. A claim form will be email/faxed to shipper. **Shipper must submit in writing a description of damage, clear pictures, and 2 estimates within 10 days of receipt of said vehicle directly to the designated carrier for any resolution to be initiated**. Turbo Auto Transport, LLP will support you in this effort should such a problem occur, but in no way will Turbo Auto Transport, LLP accept responsibility for any negligence of the assigned carrier. If your vehicle is valued at a higher than market rate, we suggest you purchase a special insurance rider.

13. All claims, subrogation, litigation, or legal action shall be subject to the jurisdiction of Cascade County, Great Falls, Montana. Shipper specifically waives any right to judicature of this matter at any other location. Turbo Auto Transport, LLP can only be liable for up to the amount of the deposit if one is taken. Regardless of the situation, Turbo Auto Transport, LLP cannot be held liable for an assigned carrier's damage, liability or negligence. Turbo Auto Transport, LLP will provide carrier's insurance certificate and carrier information should any controversy arise.

14. If you place an order with Turbo Auto Transport, LLP, you have the option to cancel within 72 HRs after placing your order. You will be charged a \$175.00 cancelation fee. If a deposit has been taken, the balance of the deposit will be refunded to you.

15. Turbo Auto Transport, LLP is a licensed and bonded Property Broker under MC#709759. We are responsible for booking the shipment of vehicles with a licensed and insured Motor Carrier, who handles their own damage claims. If damage occurs, it may take a several weeks to process your claim since the drivers must return to their terminals with the original Bill of Lading and condition reports.

16. Turbo Auto Transport, LLP will not be responsible for demurrage (storage & fees) at any Port Facilities. If your vehicle incurs storage due to waiting customs paperwork, or personal paperwork to clear the border, shipper is responsible for storage fees.

17. By either submitting your order online, sending us your order by fax or by email, Turbo Auto Transport, LLP understands you are placing your order and accept the terms and conditions (in lieu of your signature) found here and on Turbo Auto Transport, LLP web site.

18. Customers must make their vehicle available during the transport time, if the vehicle becomes unavailable at any time after the order has been placed and a carrier has been assigned, Turbo Auto Transport, LLP holds right to cancel the order with no refund if a deposit has been paid

#### 19. Neither Turbo Auto Transport, LLP nor its agents shall be responsible for the following:

- Damage to undercarriage, exhaust system, suspension, wheel bearings, tie downs, brakes, alignment, tuning, charging system or battery. (No evaluation is made of these components or systems at pickup location) therefore Turbo Auto Transport, LLP or its agents do not accept responsibility for them.
- Damage not detected at pickup location due to poor weather or lighting conditions.
- Damage to car phones or antenna under any condition (suggests that they be removed before pickup)
- Damage or fines incurred because shipper left personal or household items in vehicle.
- Damage caused by fluids or objects flying up from the roadway, or out of the sky.
- Damage to cloth or vinyl convertible or decorative tops over 2 years old.
- Damage to T-tops, boots, bras, caps, or any other type of canvas covering.
- Damage caused by leaking fluids, such as battery acid, motor oil, transmission fluid, brake fluid, power steering fluid, radiator coolant, or fall out resulting from acts of god.
- Damage caused by freezing of cooling system and/or battery. Make sure your antifreeze is tested to withstand freezing temperatures.
- Damage caused by failure of factory tie-downs or pull through from tie-down holes.
- Damage to or caused by any vehicle that cannot be driven on or off the transport under its own power. (INOPS: Vehicle will not run, or has lost its braking system).

- Missing content, such as vehicle manuals, additional keys, fobs, CDs, etc, not listed on the bill of lading.

20. Cross-border Vehicles: If shipper's vehicle is held up by law enforcement for reasons beyond normal customs clearance, it is not the responsibility of Turbo Auto Transport, LLP to represent shipper. Shipper will be contacted and advised of the situation. All transport and customs clearance cost will be due to Turbo Auto Transport, LLP.

**INITIAL:** Cross-border Vehicles: If shipper miss-represents the contents of their vehicle, or the value they have paid for a vehicle and Customs impounds vehicle until assessed fines, duty and/or taxes are paid, shipper will be charge \$100 USD per hour wait time, due upon delivery of vehicle.

All disputes, claims, subrogation or legal action, the parties consent to venue in the state of Montana, County of Cascade, municipal court.

#### <u>A CHANGE FEE OF \$100 USD</u> WILL BE ACCESSED IF A CUSTOMS ENTRY HAS BEEN FILED AND A VEHICLE (VIN) CHANGES TO ANOTHER VEHICLE (DIFFERENT VIN) ON THE LOAD FILED WITH CUSTOMS. NO EXCEPTION.

PLEASE SIGN, DATE AND SCAN/EMAIL to sales@turbogroupllc.com or FAX TO 866-603-1132

Signature: