

TERMS AND CONDITIONS

- A. By owner's signature or owner's agents signature (hereinafter 'owner/shipper'), AZAT and the motor carrier(s) transporting the vehicle/vessel, and their agents and employees, jointly and separately are authorized to operate and transport the vehicle(s) / vessel(s) from point of origin to the final specified destination. AZAT is authorized to drive said vehicle/vessel for pickup/delivery, and AZAT may trans-ship the vehicle /vessel to another terminal/office to expedite delivery.
- B. Owner/shipper agrees to allow AZAT to act as agent in dealing with motor carriers, and to exercise its efforts on owner/shipper's behalf in placing the order with a transport company. It is understood that the Transport Company will route vehicles/ vessels from origin to destination, by a route within their discretion, and does not agree to any specified routing.
- C. AZAT does not agree to transport the vehicle/vessel on any particular truck or by any particular driver, nor in time for any particular market or event, and will not be responsible for loss or damage occasioned by unavoidable delay. Although we are able to provide you with an estimated pick up and arrival date of your vehicle(s)/vessel(s), the performance of the trucking company transporting the vehicle/vessel are subjected to possible delay due to weather, road conditions, mechanical problems, etc., there are absolutely no guarantees made, expressed or implied regarding delivery times or dates. **AZAT will not be held responsible for any non-use Vehicle/vessel charges including, but not limited to, vehicle/vessel rental fees.**
- D. This order, and any shipment hereunder, is subject to all the terms and conditions of published tariffs and the Uniform Straight Bill of Lading of the company transporting the vehicle/vessel, which are included herein by reference and made a part hereof. If you wish copies, please request them from the driver at the time he picks up your vehicle/vessel.
- E. Provisions in this Agreement supercede all written and/or oral agreements or understandings between AZAT and the owner/shipper and may not be changed except in writing, by an officer of the company. Owner/shipper designates person(s) listed at pickup point or final destination as appointed agents for the purpose of delivering to, or accepting owner's vehicle(s)/vessel(s)
- F. The following items are not to be in the vehicle/vessel at time of shipment: Explosives, guns, ammunition, inflammable products, narcotics, negotiable and legal papers, alcoholic beverages, jewelry, furs, money, other articles of unusual value, live pets, live plants, or contraband. Owner/shipper agrees that AZAT or the motor Carrier(s) may confiscate and/or dispose of said items with no remuneration. AZAT will not be held responsible for the delivery of personal property. If you wish to put some items in the vehicle/vessel, you do so at your own risk and the weight should not exceed one hundred pounds. An additional charge of \$300.00 will be assessed if personal property weight exceeds one hundred pounds.
- G. **Should the order be canceled for any reason after being called in and before it has been assigned to a Carrier, an administrative charge of \$100.00 will be assessed. If cancellation occurs after the order has been placed with a Carrier, then owner/shipper will not be entitled to a refund of any monies already deposited. If cancellation occurs after vehicle/vessel has been assigned to a Carrier and less than 24 hours notice is given, then the full contract price will be due and payable. These charges will be in addition to any other charges relative to the shipment. Notification of intent to cancel an order must be made in writing by certified mail directly to AZAT. Refunds will be processed within thirty days of receipt of the request for refund.**
- H. It is standard practice to charge additional amounts for both inoperable vehicles/vessels and vehicles/vessels that are considered oversized by the auto transportation industry. If the vehicles/vessels inoperative as such that it can not drive on and off a truck under its own power, please tell us so that we may give you a correct Quote. In the event that we are not told that a vehicle/vessel is inoperative at the time of giving you a quote, and it is discovered that it is such upon pick up, or becomes inoperative during transport, an additional fee of up to \$200.00 will be added onto the final amount to be collected before the vehicle/vessel can be delivered. Additionally, in the event we are not informed of the correct model and type of vehicle/vessel, or of any light racks, extensions, oversized tires, etc., which render the vehicle/vessel oversized when we give you a quote and we discover the oversized nature of the vehicle/vessel upon pick up, an additional fee of up to \$300.00 will be added onto the final amount to be collected before the vehicle/vessel can be delivered. Please confirm the accuracy of all information you give us when asking for a quote for transportation.
- I. Unless the order has been pre-paid, or other arrangements have been made, all C.O.D. amounts, including additional charges incurred under paragraph "H" herein above, must be paid in cash or cashier's check. No other form of payment will be accepted, and attempting to pay by personal check will only delay delivery, and may Result in additional storage charges.
- J. AZAT shall not be responsible for damage or vandalism to the vehicle/vessel, either before being tendered to the carrier for transportation such as while the vehicle/vessel is being driven for pick up/delivery purposes, while in storage awaiting shipment, or while in storage after drop off but prior to owner/shipper taking possession.
- K. If there is any problem regarding a trucking delivery, the regulations of the Interstate Commerce Commission require that **all outstanding freight charges must be paid without deduction.** Signing the Bill of Lading at destination, without notification of damage, shall be evidence of satisfactory delivery of vehicle/vessel.
- L. **Any Claims, including but not limited to claims for damage, must be taken up directly with the delivering motor carrier, and if there is any damage, the liability for same lies solely with such delivery motor carrier. Exceptions for damages or shortages must be noted on Bill of Lading at time of delivery. Claims must be made in writing within 15 days of delivery with pictures of specific damages and accompanied by two estimates.** AZAT will furnish owner/shipper with name, address, and phone number of the particular motor carrier used for transport and will assist owner by providing any other necessary information, including any insurance information we may have on file.
- M. If owner/shipper is not available at delivery after attempted notifications of arrival, vehicle/vessel will be delivered to a terminal at driver's discretion, and there will be an extra charge for storage and delivery. All COD and additional charges must be paid before release of vehicle/vessel.
- N. If vehicle/vessel is being stored at terminal, owner/shipper insurance will be primary. Owner/shipper warrants that vehicle/vessel is fully insured and that such insurance will be maintained in full until it is put on the Truck Transport, or delivered to the docks.
- O. Any action against AZAT must be filed in a court within the State of California, County of Los Angeles.
- P. Nothing in this Agreement shall be construed as making it binding that AZAT pick up and/or deliver vehicles/vessels to or from locations where it is impracticable to operate
- Q. If the loaded height of vessels is in excess of 13' 6", AZAT and the trucking company assigned will not be responsible for any and all damage that may occur to either the described vessel and any personal/private property while in transit.

TERMS AND CONDITIONS (Cntd)

O. A-Z Affordable Transport wishes to inform you that the trucking company which your vehicle/vessel is forwarded/brokered to will not be responsible for the following:

1. Damage caused by leaking fluids, battery acids, cooling system anti-freeze solution, industrial fallout, or from acts of God.
2. Damage which is unable to be detected due to excessive dirty condition of vehicle/vessel.
3. Damages occurring while loading and unloading inoperable vehicle/vessel due to defective, worn or improperly attached parts, damages to tires.
4. Damage or loss of loose parts or special equipment when not properly secured or stored so as to prevent loss - by owner/shipper in advance of pick up. Any part of vehicle/vessel that falls off in transit is shipper's responsibility, including damages to any and all vehicles/vessels involved caused by said occurrence.
5. Mechanical function, exhaust assembly, alignment, suspension or tuning of engine because inspection of these items is not practical at time of shipment.
6. Damage caused by freezing of cooling system and/or batteries. Protection from freezing will be furnished by and at the expense of shipper. Shipper will perform such service himself.
7. Costs or expenses, including towing or repair charges, resulting from malfunction of vehicle/vessel.
8. Damage to antenna that does not fully retract.
9. Damage to interior of vehicle/vessel.
10. Loss or damage to any radio equipment not original factory installed.
11. Damage to any vehicle/vessel that cannot be driven on and off truck under its own power, or brakes or parking gear. Service charges to jump start or tow on and off the truck.
12. Not responsible for vehicles/vessels with no brakes, vehicles/vessels that are repossessions, or vehicles/vessels that can not move on their own power.
13. Articles left in vehicle/vessel.
14. Vehicle/vessel rentals will not be honored.

Thank you for shipping with A-Z Affordable Transport