

## **Terms and Conditions of Shipping**

NOTE: MIDWEST TRANSIT LLC SHALL NOT BE LIABLE FOR THE FOLLOWING:

1. Midwest Transit LLC ("Carrier") agrees to transport the vehicle described on the Shipment Contract and/or Bill of Lading (the "Vehicle") for Shipper. The Vehicle will be picked up and delivered by Carrier in accordance with the schedule agreed upon by Carrier and Shipper at the time the request for shipment is submitted by Shipper. Notwithstanding the foregoing, Carrier shall not be liable for any expense, cost, damage, liability or claim incurred by Shipper for any failure in performance, resulting from acts or events beyond the reasonable control of Carrier. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond Carrier's reasonable control: provided, however that Carrier shall make all reasonable efforts to continue to meet its obligations during the duration of the force majeure condition and: provided, further, Carrier shall notify Shipper promptly when the force majeure condition begins, the nature of the force majeure condition and when such condition is terminated.
2. Carrier is authorized to operate and transport Shipper's Vehicle from the point of origination to the point of delivery specified on the Bill of Lading or Shipment Contract.
3. The shipment of Shipper's Vehicle is subject to all terms and conditions of the Shipment Contract and/or Bill of Lading.
4. Carrier accepts responsibility for the vehicle after the pre-inspection is completed and signed by Shipper. Carrier's responsibility ends when the Vehicle is delivered and Shipper/Consignee signs the final inspection. At the time of pickup of the Vehicle, Shipper and Carrier will mutually inspect the Vehicle for pre-existing damage by completing a vehicle inspection report. Carrier and Shipper will both acknowledge the condition of the Vehicle by signing a copy of the Bill of Lading. After delivery, this process will be repeated with the Shipper/Consignee and Carrier. Any damage to the Vehicle must be noted in the proper place on the Bill of Lading and signed by the Carrier and the Shipper/Consignee at time of delivery. Execution of the Shipment Contract and/or Bill of Lading and inspection report without notation of any damage verifies Shipper/Consignee has received the Vehicle in Satisfactory condition, and that Carrier is relieved of any further responsibility.
5. Shipper agrees the Vehicle is insured and Shipper's insurance has primary responsibility for any loss sustained to the Vehicle. Notwithstanding the foregoing, Carrier maintains liability and cargo coverage insuring the Vehicle while in the control of Carrier. Carrier shall under no circumstance be liable for damage to any Vehicle caused by the following occurrences:
  - i) Damage not detected at the time the Vehicle is picked up for shipment due to weather or Vehicle being too dirty to inspect;
  - ii) Damage to car phones, video equipment, radio equipment, or any antennas and it is strongly recommended Shipper remove same prior to pick up;
  - iii) Damage cause by defective or insufficient brakes, parking brake or parking gear;

- iv) Damage caused by leaking fluids or road debris;
- v) Glass damage caused by road debris;
- vi) Damage caused by vandalism during transport;
- vii) Damage to undercarriage, exhaust system, suspension, wheel bearings, brakes, alignment, battery or charging system unless caused by the gross negligence of willful misconduct of Carrier;
- viii) Mechanical function damage including, but not limited to, damage to a Vehicle's engine, transmission, rear end, motor mounts, drive trains, wiring systems, cooling systems, window motors, radios, stereo systems, power steering, air bag, brake cable, brake system, clutch cable, clutch, engine tuning, vehicle computerized system, alarm system, or any switches unless caused by the negligence of willful misconduct of Carrier.

6. Any personal items in a Vehicle are shipped strictly at Shipper's risk and Shipper shall indemnify and hold harmless Carrier for the loss or damage of any such item.

7. Shipper agrees should the Vehicle become inoperable during shipment, Carrier shall be reimbursed for all normal and reasonable expenses incurred to place the Vehicle in road worthy condition which for purposes hereof shall mean operable condition as determined by application of the rules and regulations promulgated from time to time by the United States Department of Transportations("DOT).

8. Carrier shall in no event be responsible for damage to a Vehicle more than ten (10) years old.

9. All damage claims must be submitted to Carrier within five (5) days following delivery of the Vehicle. All claims must be submitted in writing to Carrier at PO Box 235, Basehor, Kansas 66007. All claims submitted to Carrier shall be administered pursuant to the provisions of Title 49 of the Code of Federal Regulations, as amended.

10. SHIPPER WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT SHIPPER MAY HAVE TO CLAIM OR RECOVER FROM CARRIER IN ANY LEGAL ACTION OR PROCEEDING OR OTHERWISE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SHIPMENT CONTRACT AND/OR BILL OF LADING OR THE TRANSPORT OF THE VEHICLE REFERENCED HEREIN.

11. ALL CLAIMS, SUBROGATION, LITIGATION OF OTHER LEGAL PROCEEDINGS REGARDING THE SHIPMENT CONTRACT AND/OR BILL OF LADING, OR THE SHIPMENT OF THE VEHICLE REFERENCED HEREIN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. SHIPPER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY KANSAS STATE OR FEDERAL COURT OF COMPTENET JURISDICTION SITTING IN LEAVENWORTH COUNTY, KANSAS IN CONNECTION WITH ANY PROCEEDING OUT OF OR RELATING TO THIS BILL OF LADING OR THE SHIPMENT OF THE VEHICLE REFERENCED HEREIN.