

**Swad Auto Transporters, Inc. - ADDITIONAL TERMS AND CONDITIONS of BILL OF LADING and CONTRACT -**

1. Swad Auto Transporters, Inc. and/or any assigned trucking company/agent for purpose of this Bill of Lading and Contract will also be known as the Trucker/Agent.
2. This order and any shipment is subject to all terms and conditions of Trucker/Agent tariffs of the Uniform Straight Bill of Lading, copies of which are available to Owner at the office of the Trucker/Agent and are included herein by reference and part hereof.
3. Owner acknowledges and agrees that this agreement contains all of the material statements, representations, or promises, oral or written and supersedes all prior oral or written agreements made between any Agent or Representative of Trucker/Agent and the Owner. This agreement may not be modified except in writing by an officer of TRUCKER/AGENT
4. The responsibility of Trucker/Agent for the described vehicle commences when the Bill of Lading is issued and signed by the driver and terminates when designated vehicle is signed for at destination (exception see paragraph 14).
5. We do not guarantee delivery on any particular schedule. This and other items of the contract carriage are governed by the Uniform Straight Bill of Lading herein.
6. Owner acknowledges and agrees that Trucker/Agent is hereby authorized to arrange shipment from the area of origin specified to the area of destination specified.
7. Owner authorizes Swad Auto Transporters, Inc. to enter into any contract or Bill of Lading with a licensed transporter for the purposes of providing the services requested by the owner, subject to the terms and conditions herein.
8. Owner understands and agrees that if the Trucker/Agent acts as a broker or freight forwarder on behalf of the owner that any Trucker/Agent providing service of the Trucker/Agent shall be solely liable for any and all damages to the vehicle subject to the terms herein. Owner therefore agrees that upon Swad Auto Transporters, Inc. obtaining the Trucker/Agent to provide such services, owner releases Swad Auto Transporters, Inc. from any further obligation herein and shall hold harmless and blameless from any and all claims for damages.
9. Our ICC license limits service to the transportation of the vehicle only. We CAN NOT accept any personal effects inside or outside the vehicle. ANY FINES or CHARGES resulting from this will be the shipper's responsibility. Trucker/Agent disclaims any responsibility for personal belongings. Trucker/Agent and/or any trucking company acting on behalf of Trucker/Agent reserves the right to refuse shipment of any vehicles with personal effects. Trucker/Agent is not responsible for loss and /or damage to articles or personal belongings left in vehicle
10. Owner acknowledges and agrees that it is standard in the industry while trucker is liable to the owner on account of loss or damage to vehicle while vehicle is being loaded or unloaded on the truck; owner's insurance is in force while vehicle is in transit to or from the truck. Owner authorizes Trucker/Agent to operate vehicle at points of origin/destination.
11. Shipper is responsible for preparing vehicle for shipment. All loose parts, fragile or protruding accessories, low hanging or damage spoilers, aftermarket luggage/bike racks, trailer hitches, antennas, etc. must be repaired or removed and/or properly secured. Any part that falls off in transit is the shipper's responsibility, including damages caused by said part.
12. Owner acknowledges and agrees that Trucker/Agent does not guarantee pick up or delivery on specified dates of shipments although Trucker/Agent will make good faith attempt to move the vehicle as promptly as possible and in accordance with owners' instructions. ALL DATES ARE ESTIMATED.
13. Owner acknowledges that there will be no car rental reimbursements or compensation arising from a delay in the delivery, pickup or damage of owner's vehicle.
14. Owner acknowledges and agrees that the persons listed at the point of origin and the point of destination are appointed agents for the purpose of releasing vehicle, approving charges, accepting delivery and releasing Trucker/Agent from any and all claims upon acceptance of delivery. If the owner is unavailable or does not accept the shipment at a point of safe approach by trucker's road haul equipment to the destination address, the Trucker/Agent may place the shipment in a storage facility of its choice subject to a lien for all lawful charges. The liability on the part of the Trucker/Agent will cease when the shipment is unloaded into the warehouse or storage yard and the shipment shall be considered as having been delivered. Vehicles transported and covered by this agreement serve as collateral with a security interest position in favor of Trucker/Agent until all charges are paid and monies cleared.
15. Owner acknowledges and agrees any and all changes as to date and type of vehicle must be made 20 days prior to transport. Should this order be canceled or changed within 20 days of scheduled transport date a minimum of \$250.00 and up to a maximum of the quoted transport charge shall be assessed.
16. Owner acknowledges and agrees that absolutely no claim for damages will be honored unless noted immediately upon delivery.
17. Owner acknowledges and agrees that any claim must be made directly with Trucker/Agent. All claims are subject to a \$250.00 deductible. All vehicles over \$25,000.00 in fair market value are co-insured with owner. Trucker/Agent has the option to take vehicle to a licensed repair shop of its choice. All freight charges must be paid prior to any claim settlement. If a claim is made upon delivery, Trucker/Agent must receive within 15 days (3) itemized written estimates with photographs. All claims, subrogation, litigation, or legal action must have the Right of Venue in Broward County, State of Florida. In the event of a cargo claim or damage that may arise during the transport of your vehicle there will be no allowance, compensation or reimbursement for any diminution in value to your vehicle. All claims must be addressed to our corporate office at 2775 Burriss Rd., Suite 6B-1, Davie, FL 33314
18. When a vehicle is picked up and conditions are not suitable to do a proper inspection, the vehicle will be "open for re-inspection" as noted on front of this Bill of Lading or Contract. Trucker/Agent and/or contracted Trucker/Agent will not be liable for any additional damage found upon re-inspection.
19. All payments for transport must be paid in full prior to vehicle being released. Acceptable forms of payment should be marked on the front of the Bill of Lading. If this area of the Bill of Lading is left blank, payment must be made in the form of "Cash on Delivery". "Cash on Delivery" means you must pay with cash or official cashier's check, No certified checks or money orders accepted. "Check on Delivery" means you may pay with a personal or business check, we must see proper photo identification (driver license). "Pre-pay Cash" means you must pay prior to vehicle being loaded with cash or official cashier's check, no certified checks or money orders accepted. "Pre-pay Check" means you must pay prior to vehicle being loaded with a personal or business check; we must see proper photo identification (driver license).
20. Automobiles are designed for road use and may acquire small scratches, scuffs, dents or abrasions. Trucker/Agent as a carrier will not be liable for minor damage of this nature which is considered to be the result of natural wear and tear. Atypical minor damage is defined as but not limited to a scratch less than 2", paint chip less than ¼" and a dent less than ½".
21. Both drivers and passenger doors and windows must work properly. Emergency brake must be in working condition. All alarm systems must be deactivated.
22. "AS IS" is defined as the vehicle will be shipped at your own risk. Trucker/Agent takes no responsibility for additional damage caused when vehicle is shipping "AS IS."
23. All non-operational or "inop" vehicles tendered for transportation will be charged and additional minimum of \$200.00. If a vehicle is tendered for shipment and later becomes non-operational or "inop" and additional minimum of \$200.00 fee will be added onto the amount of shipment. Cost or expenses, including towing or repair charges, resulting from malfunctioning vehicle non-operational, "inop" vehicle will be the shipper/owner responsibility. Trucker/Agent is not responsible for damage occurring while unloading non-operational, "inop" vehicles.

**Swad Auto Transporters, Inc. and/or any assigned trucking company/agent will not be liable for the following:**

1. Damage caused by Acts of God, Vandalism or the Authority of the law.
2. Damage caused by road debris or other road objects such as but not limited to glass damage (pits, chips or cracks) or paint chips to the body of the car.
3. Damage caused by leaking fluids, battery acids, cooling systems fluids, antifreeze solution, and industrial fallout. Vehicle must be free of leaking fluids.
4. Damage that may occur from pre-existing damage. Such as low spoilers/bumper covers that are loose/torn/cracked and hanging lower than stock factory spoiler/bumper. Loose/torn/cracked bumpers may become worse while in transit.
5. Mechanical functions but not limited to, electrical/electronic function, exhaust systems, alignment, suspension, transmission, clutches brakes or engine tuning, tires, rims or wheels not due to carrier negligence
6. Damage or loss of loose parts or special equipment such as window shades or tint, louvers, convertibles or detachable tops or caps, camper tops, bed liners, any aftermarket items, etc. when not listed on the Bill of Lading and/or when not properly wrapped or stored so as to prevent damage.
7. Damage caused by freezing or overheating of cooling system and/or batteries. Protection from freezing and overheating is the responsibility of the Shipper.
8. Damage to interior such as dash boards, rugs, seats, etc., as interiors are not fully inspected in detail. Glass cracks from a pre-existing defect, chips or road debris.
9. Antennas that extend more than (3) inches above the mounted area. Removal or detraction of antenna is the Shippers responsibility.
10. Damage as a result of overloaded vehicle or suspension failure including but not limited to suspensions, exhaust systems, oil pans, transmission casing, front or rear axle, mufflers/exhaust systems, etc.
11. Damage to tonneau covers or exterior spare tires cover s, they must be removed prior to transport.
12. Damage to underbody, bumpers or lower spoilers when a vehicle has less than 8 inches of clearance from the ground.
13. Damage unable to detect due to poor weather conditions, poor lighting conditions or vehicle's dirty condition.
14. Any toll charges that you may incur as the result of leaving your electronic toll reading transponders in your vehicle (e.g. "EZ Pass, Fast Pass, Sun Pass)

**INSPECTION CODE IDENTIFICATION CHART**

B - BENT	D - DENT	M - MISSING	S - SCRATCHED
BB - BUFFER BURN	DD - DOOR DING	P - PITTED	SL - SOILED
BR - BROKEN	F - FADED	PC - PAINT CHIP	SS - SUFACE LIGHT SCRATCH
C - CUT	FF - FOREIGN FLUID	PP - PEELING PAINT	ST - STAINED
CH - CHIPPED	G - GOUGED	R - RUBBED	T - TORN
CR - CRACKED	L - LOOSE	R - RUST	TU - TOUCHED UP