

ADDITIONAL TERMS AND CONDITIONS - Bill of Lading & Contract for Transport - Swad Auto Transporters, Inc.

- 1. Tariffs & Governing Terms** - This order and any shipment are subject to all applicable terms and conditions of the Trucker/Agent tariffs and the Uniform Straight Bill of Lading, copies of which are available upon request and are incorporated herein by reference.
- 2. Estimated Dates Only** - Owner acknowledges that pickup and delivery dates are estimates only and are not guaranteed. Trucker/Agent will make a good-faith effort to transport the vehicle in accordance with contracted dates but shall not be liable for delays caused by weather, traffic, mechanical issues, scheduling changes, acts of God, or other circumstances beyond its control.
- 3. Authorization to Transport / Personal Items** - Owner authorizes Swad Auto Transporters, Inc. to arrange transportation of the vehicle from the specified origin to destination. Transportation is primarily limited to the vehicle itself. **Personal Items:** Shipper may place personal items inside the vehicle not to exceed a total weight of 100 pounds. Personal items must be securely stored below the window line and may not obstruct the driver's view or interfere with safe operation of the vehicle. All personal items are shipped at the Shipper's sole risk and are not covered by cargo insurance. Swad Auto Transporters, Inc., and/or any carrier acting on its behalf, assumes no responsibility or liability for loss, theft, damage, or delay of personal items for any reason. Any fines, delays, inspections, citations, seizures, storage fees, or additional charges arising from personal items shall be the sole responsibility of the Shipper/Owner. Swad Auto Transporters, Inc. and/or any carrier acting on its behalf reserves the right to refuse shipment of any vehicle containing excessive, unsecured, prohibited, or undisclosed personal items.
- 4. Use of Outside Carriers** - Swad Auto Transporters, Inc. may, at its discretion, utilize qualified, licensed, and insured third-party motor carriers to facilitate transportation. Any such carrier shall operate under its own operating authority and insurance coverage.
- 5. Broker / Carrier Distinction** - Owner acknowledges that Swad Auto Transporters, Inc. may act as either a motor carrier or transportation broker, depending on equipment availability and routing. When acting as a broker, Swad Auto Transporters, Inc. arranges transportation by an authorized motor carrier and is not the actual transporter of the vehicle. Liability for loss or damage shall be governed by the Bill of Lading issued by the transporting motor carrier and applicable federal law.
- 6. Condition of Vehicle / "AS IS"** - Vehicles are shipped "AS IS," meaning in the same condition as tendered at pickup, subject to normal road wear. Trucker/Agent liability applies only for loss or damage occurring during loading or unloading. Owner acknowledges that Owner's insurance remains primary while the vehicle is in transit. Swad Auto Transporters, Inc. is authorized to operate the vehicle on public roads as reasonably necessary to facilitate pickup or delivery. Trucker/Agent shall not be responsible for pre-existing damage, mechanical failure, or damage caused by the vehicle's condition.
- 7. Vehicle Preparation** - Shipper is responsible for preparing the vehicle for transport. All loose parts, fragile items, aftermarket accessories, antennas, spoilers, low-hanging components, racks, hitches, or modifications must be removed or properly secured. Bumpers or lower spoilers must have 6 inches of clearance from the ground. Any part that becomes detached during transit—and any resulting damage—is the Shipper's responsibility.
- 8. No Rental or Loss-of-Use Reimbursement** - Owner agrees that no car rental, loss-of-use, inconvenience, or delay-related expenses shall be reimbursed for any reason.
- 9. Responsibility, Delivery & Storage** - Responsibility of Swad Auto Transporters, Inc. begins upon issuance and signing of the Bill of Lading at pickup and ends upon delivery and acceptance at destination. Persons designated at origin and destination are authorized agents for release, acceptance, approval of charges, and signing. If delivery cannot be completed due to inaccessibility, receiver unavailability, or refusal, the vehicle may be placed into storage at the Shipper's expense, subject to a lien for all lawful charges. Liability ceases upon placement into storage. Vehicles serve as collateral until all charges are paid in full and funds have cleared.
- 10. Changes, Cancellations & Fees** - Owner acknowledges and agrees that all changes to pick-up or delivery dates, vehicle type, or shipment details must be made no less than twenty (20) days prior to the scheduled transport date. If this order is canceled or changed within twenty (20) days of the scheduled transport date, a charge of not less than \$250.00 and up to the full quoted transport charge may be assessed to the Owner.
- 11. Claims Process & Venue** - All damage must be noted on the Bill of Lading at delivery. Claims not noted at delivery will not be honored. All claims are subject to a \$250 deductible. Vehicles with a fair-market value exceeding \$35,000 are co-insured with the Owner. Swad Auto Transporters, Inc. may elect to repair the vehicle at a licensed repair facility of its choice. All freight charges must be paid in full prior to claim settlement. Within 15 days, claimant must submit three (3) itemized written repair estimates and supporting photographs. **Venue for all disputes shall be Broward County, Florida.** Claims must be mailed to: **2775 Burris Rd, Suite 6B-1, Davie, FL 33314.** No compensation shall be allowed for diminution in value.
- 12. Entire Agreement** - This agreement constitutes the entire understanding between the parties and supersedes all prior oral or written agreements. Any modification must be in writing and signed by an officer of Swad Auto Transporters, Inc.
- 13. Non-Operational ("Inop") Vehicles** - All non-operational vehicles are subject to a minimum additional charge of \$400. If a vehicle becomes inoperable after dispatch, the additional fee applies and the vehicle will be transported "AS IS." Costs arising from towing, winching, or mechanical failure are the Shipper's responsibility. Trucker/Agent is not liable for damage during unloading of non-operational vehicles.
- 14. Open for Re-Inspection** - If conditions at pickup prevent proper inspection, the vehicle will be marked "Open for Re-Inspection." Trucker/Agent shall not be liable for additional damage discovered upon re-inspection.
- 15. Electronic Bill of Lading & Inspections** - Owner agrees that all inspections, condition reports, photographs, signatures, and Bills of Lading may be completed and stored electronically using web-based or mobile applications. Electronic records, including photographs, timestamps, GPS data, and electronic signatures, shall constitute the official Bill of Lading and inspection record, shall be legally binding, and shall have the same force and effect as paper documents. Failure by the Owner or Owner's designated agent to note damage at delivery shall constitute acceptance of the vehicle in the condition delivered, subject to the terms herein.
- 16. Payment Terms** - All transport charges must be paid in full and cleared prior to vehicle release.
- 17. Normal Wear & Vehicle Condition** - Vehicles may acquire minor scratches, scuffs, or abrasions consistent with normal transport. Minor damage includes scratches under 2", chips under ¼", and dents under ½". Trucker/Agent shall not be liable for cosmetic wear. Emergency brakes must be operational, doors and windows must function properly, and alarm systems must be disabled.
- 18. Fuel & Market Adjustment** - Transportation rates are based on current fuel and market conditions at the time of booking. In the event of significant increases in fuel prices or operating costs, a reasonable fuel surcharge or rate adjustment may be applied. Any adjustments will be communicated to the customer in advance whenever possible.

EXCLUSIONS OF LIABILITY - Swad Auto Transporters, Inc. shall not be liable for loss or damage resulting from or caused by:

1. **Acts of God**, vandalism, public authority, or governmental action.
2. **Inherent vehicle conditions**, including mechanical, electrical, EV battery failures, or pre-existing defects.
3. **Leaking fluids, batteries, cooling systems**, freezing, overheating, or industrial or environmental fallout.
4. **Loose, aftermarket, non-factory, or detachable parts**, including vehicles with insufficient ground clearance.
5. **Interior damage or glass damage** not readily visible at the time of inspection or caused by road debris, interiors are not fully inspected in detail. Glass cracks from a pre-existing defect, chips or road debris.
6. **Overloading, suspension failure**, or vehicle condition-related damage.
7. **Tolls, citations, or charges** resulting from electronic toll devices left in the vehicle. (E-ZPass, SunPass, etc.)