

CUSTOMER / CARRIER CONTRACT TERMS AND CONDITIONS GENERAL PROVISIONS

In this Agreement the Owner or Owners Agent shall be referred to as "Shipper", United Auto Trans, shall be referred to as "Carrier".

1. Shipper warrants that he/she is the registered legal owner of the vehicle, or that he/she has been duly authorized by the legal owners to enter into agreement for transportation of the vehicle.
2. In the event that Shipper cancels this contract for any reason whatsoever, Shipper acknowledges that certain services are rendered immediately upon receipt of order and shall pay Carrier a minimum cancellation charge as follows:
 - Full refund after 15 business days from "1st Available Date" as entered by Shipper.
 - \$100.00 on business day 0-15. Day 1 is defined as the first business day after the "1st Available Date" as entered by Shipper.
 - If truck assignment is made, the minimum cancellation fee is \$150.00, regardless of date assigned.
 - A minimum \$100.00 "dry run" fee will be charged in the event Shipper is unavailable or unwilling to provide the vehicle to Carrier on or after the "1st Date Car Available" as designated by Shipper on the Shipping Order. If buying a vehicle, the Buyer certifies that the transaction has been finalized and that the "Seller will release the vehicle.
3. Shipper upon tender of goods to Carrier and the party receiving shipment upon acceptance of delivery, shall be jointly and severally liable for any and all unpaid charges payable on account for shipment, including but not limited to, sums advanced or disbursed by Carrier on account of such shipment and any and all costs of collection including costs and reasonable attorneys fees.
4. Carrier and/shall not be responsible for loss of or damage to personal belongings, including without limitation any personal property which is not factory installed, that are not a part of the vehicle.
5. Unless the order has been pre-paid, Shipper shall pay all COD amounts, including any additional charges, in cash or certified funds.
6. Shipper shall pay any costs, including without limitation storage, towing and additional delivery costs, incurred as a result of Shipper's breach of any warranty or obligation under this Agreement.
7. Signing Carrier's or Transporter's bill of lading/delivery receipt at destination without specific notation of damage shall be evidence of satisfactory delivery of the vehicle and releases Carrier and/from any subsequent claim.
8. Carrier's and/or Transporter's responsibility for the described vehicle commences when the bill of lading/inspection form is issued and signed by the driver and terminates when designated vehicle is signed by Shipper or Shipper's Agent at destination.

Please initial here _____ Date _____ 1

9. Shipper is responsible for preparing vehicle for shipment. Carrier and Transporter do not make any warranties, express or implied, regarding the fitness of the vehicle for transport. All loose parts, fragile or protruding accessories, low hanging spoilers, antennas, etc., must be removed and/or properly secured. Security systems should be disarmed. Carrier and/will not be responsible for damage to said property.

10. Carrier or its Agents shall not be liable for the following:

- a. Damage caused by fluids, acids, cooling system antifreeze, industrial fallout or damage caused by an act of God.
- b. Damage, which is undetectable due to vehicle's condition, or glass damage caused by road debris.
- c. Mechanical functions, exhaust assembly, frame, alignment, tire damage, soft top convertibles, suspension or tuning of engine.
- d. Auto rental accruals.
- e. Damage resulting from vehicles containing overloaded or improperly loaded personal effects.
- f. Damage caused by vehicles that cannot be driven on or off transporter under its own power.
- g. Vehicles that have defective or insufficient brakes, parking brake or parking gear.

11. Shipper shall pay additional \$250 for each inoperable or oversized vehicle, unless such vehicles are disclosed as being inoperable or oversized, respectively, on the reverse side of this Agreement and quoted as inoperable. An inoperable vehicle is defined as any vehicle that will not start and drive onto the transport truck with reasonable effort. It must roll, steer and brake.

12. Shipper agrees to indemnify, defend and hold Carrier and its agents harmless for any costs, expenses, damage, losses and claims caused by Shipper's breach of any warranty or obligation under this Agreement.

13. Carrier warrants and Shipper acknowledges that Carrier is licensed by the Interstate Commerce Commission, Department of Transportation, Federal Highway Administration or other proper authorizing governmental agency of the U.S. Government.

14. By Shipper's or his/her agent's signature, Carrier and/is authorized to operate and transport the vehicle from point of origin to the destination specified in the bill of lading and to drive said vehicle either at origin, destination or between the points of loading/unloading and the points of pickup/delivery, and Shipper shall provide insurance for same.

15. The parties acknowledge and agree that regardless of circumstances, federal regulations require that all outstanding freight charges be paid without deductions. Shipper agrees that upon delivery at destination to properly note any damage claimed while the driver is making the delivery, and to pay the balance of the delivery charges in cash or certified funds. Any claim of damage caused by Carrier must be properly noted on the Bill of Lading, specifying the damage claimed. The Transporter actually transporting the vehicle shall be liable for any

Please initial here _____ Date _____ 2

and all damage claims arising from the transport. Shipper agrees to file all claims with such Transporter as identified on the bill of lading/delivery receipt, and to bring any legal action for damages against such Transporter only. Shipper agrees to release and hold harmless Carrier on any such claims.

16. After Shipper makes the vehicle available to Carrier for transport, Carrier shall use its best efforts to transport the vehicle in an expedient manner given prevailing circumstances. However, Carrier does not guarantee the date or time of delivery unless the "Guaranteed Service" option is purchased, paid for, and properly noted on the Shipping Order.

17. Dispatch information or any status inquiries by phone or e-mail are available, for security purposes, only to the party entering the agreement.

I hereby agree to the terms and conditions of this Agreement:

_____ Date: _____
Shipper (or Authorized Agent) Signature

Please fax the signed document to: (909)-799-7831

Mailing address:

PO Box 607
Bryn Mawr, CA. 92318
Tel 877-273-1868
Fax 909-799-7832

Please initial here _____ Date _____ 3