

Terms and Conditions of Agreement:

UPDATED: 08/22/24

IShip Auto Transport is a registered and bonded property broker (MC#1407381) with U.S. Department of Transportation.

This agreement between the customer, (hereinafter referred to as "Customer"), and IShip Auto Transport allows IShip Auto Transport to contract with another licensed and insured Motor Carrier(s) to transport the vehicle(s) described in this shipping order.

The carrier will pick up and deliver as close to your door as is legally and as safely as possible. A mutually agreeable place to load or unload may be necessary because of low-hanging trees, low-hanging wires, narrow streets and residential area restrictions if applicable.

IShip Auto Transport shall provide the Customer with an estimated pick-up and estimated delivery date. However, delays may occur before, and/or during transport due to weather, road conditions, mechanical problems, et cetera. Under no circumstances shall a guarantee of pick of delivery date be honored. iShip Auto Transport / Carrier shall not be held responsible for loss or damages occasioned by delays of any kind or for any reason, car rental fees, or any accommodation fees. IShip Auto Transport / Carrier shall not be held liable for the failure of mechanical or operating parts of your vehicle.

IShip Auto Transport / Carrier jointly and separately are authorized to operate and transport his/her or their motor vehicle between its pick-up location and the destination set forth on this shipping order-bill of lading.

The customer must prepare a vehicle for transport. All loose parts, fragile accessories, low-hanging spoilers, etc. must be removed or secured. The shipper shall remove all non-permanent outside-mounted luggage and other racks prior to shipment. Vehicles must be tendered to carrier in good running condition (unless otherwise noted) with no more than a half tank of fuel (1/4 tank is preferred.) Any part of the vehicle that falls off during transport is the Customer's responsibility including damages caused by said part to any vehicles(s) and/or person involved.

Customer must disarm any alarm system installed in the vehicle or provide proper instructions for this matter. In the event said alarm sounds and there are no keys or instructions to turn it off, the Carrier may silence the alarm by any means necessary. Luggage and personal property must be confined to trunk only, with no heavy articles, and not to exceed 100 lbs. Carrier and IShip Auto Transport is not liable for personal items left in vehicle nor for damage caused to the vehicle from excessive or

improper loading of personal items. No personal property shall be transported in the customer's vehicle(s) that includes but is not limited to Explosives, Guns, Ammunition, Flammable Products, Narcotics, Negotiable and Legal Papers, Alcoholic Beverages, Jewelry, Furs, Money, Live Pets, Live Plants or any unlawful contraband. The customer agrees that IShip Auto Transport / Carrier may confiscate or dispose of said items with no remuneration. IShip Auto Transport and Carrier will not be held responsible for the delivery of personal property. If Customer wishes to put items in the vehicle he does so at his own risk.

For international orders, the car must be empty except for factory installed equipment. Please indicate the VIN, and give the car's approximate value in U.S. Dollars where applicable. The shipper is responsible for the proper customs paperwork (if you are unsure about the required documents, ask the assigned carrier for help.) If the vehicle is inoperable or oversized (e.g. dually trucks or other extra-large trucks, racks, lifted trucks, limousines, etc.) the Customer must inquire as to extra charges. If IShip Auto Transport is not advised of inoperable condition, or oversized or modified vehicles prior to pick-up, extra fees may be assessed and must be paid in cash or money order upon delivery without exception. Once a carrier has been assigned to pick up and transport the Customer's vehicle IShip Auto Transport notifies the Customer via phone. IShip Auto Transport requires that you keep your phone number up to date for the duration of your move.

All cancellations must be made via EMAIL. These emails must contain the heading CANCELLATION OF MY ORDER and must be addressed to <mailto:info@iShiptransport.com>. We do not accept / honor cancellations via phone call. Orders may be canceled at any time, but the Customer is only eligible for refunds prior to the assignment of a driver. Once a driver has been assigned, the deposit is non-refundable. Please make your cancellations prior to the assignment of a driver! The Customer agrees that IShip Auto Transport has the right to reject any order for any reason at any time.

At the time of pick up, the Customer and Carrier will carefully inspect the vehicle for pre-existing damage by completing a vehicle inspection report. Only damage to the exterior of the Customer's vehicle may be included. The Carrier and Customer will both acknowledge the condition of the vehicle and the Customer will sign and receive a copy of the Bill of Lading.

At the time of delivery, the customer and Carrier will carefully inspect the vehicle for transportation damages. The Carrier and Customer will both acknowledge the condition of the vehicle and the customer will sign and receive a final copy of the Bill of Lading.

Damage must be noted in properly on the Bill of Lading and signed by the Customer, regardless of weather, or time of day. By signing the Bill of Lading and inspection report without notation of any damage, the Customer agrees that they have received the vehicle(s) in satisfactory condition and that IShip Auto Transport, Carrier, and their agents are relieved of any further responsibility. Trucking damage claims are covered by a minimum of 3/4 of a million dollars in public liability and property damage. All claims must be submitted in writing within 24 hours of delivery. IShip Auto Transport will share the carrier insurance policy upon request.

As outlined in Section 10761 of the Interstate Commerce Act (49 USC 10761) the payment of freight charges may not be postponed due to alleged loss or damage. These charges should be paid in full and the portion applicable to the lost or damaged item should be included in the freight claim. The following items are important to remember:

- a) Claims and payment of freight charges are two entirely different transactions.
- b) ICC regulations prohibit withholding payment of freight bills because of a pending claim (Administrative Ruling No. 128)
- c) Without payment of the freight charges, payment for transportation has not been made. A valid claim will not be paid until freight charges are made.

The carrier accepts responsibility of the vehicle after pre-inspection is done and is signed by the customer. Carrier responsibility will end when the vehicle is delivered and the customer signs the final inspection.

IShip Auto Transport / Carrier will not be responsible for damage caused by Acts of God, hail or storm damage, or damage resulting from worn/broken parts of the vehicle/item.

The customers shall, in their absence, designate a person to act as their agent at the point of pick up and/or delivery, if for any reason they are unavailable. Customer warrants that he/she will pay the transportation price/deposit due to IShip Auto Transport / Carrier in full and will make to attempt to offset any dispute for damage claims and/or delays etc from freight (transport) charges! It is the Customer's responsibility to have any payment due when the Carrier arrives. All payments for the carrier must be in the form of Cash, Cashier's Check, Money Order, or any other Certified Fund without exception. Certified funds must be made payable to the delivering Carrier and not IShip Auto Transport. Personal checks or credit cards will NOT be accepted for the remaining balance, without exception! The customer agrees that if the payment cannot be made by these methods, the vehicle/item will be stored at the customer's expense until the customer pays in full all transport charges. Should the Customer be unable to accept delivery for any reason, the vehicle or item will be

placed in storage. Any storage and delivery charges will be the responsibility of the Customer.

This Agreement shall be construed per the laws of the State of Florida.

The parties here agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated exclusively in the State or Federal (if permitted by law and a party elects to file an action in federal court) courts located in Broward County, in the State of Florida.

This choice of venue is intended by the parties to be mandatory and not permissive, and to preclude the possibility of litigation between the parties concerning, or arising out of, this Agreement in any jurisdiction other than that specified in this section.

Each party waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue concerning any proceeding brought per this section. By action of this provision, the parties agree to submit to the personal jurisdiction of the aforementioned court.

This agreement and any shipment hereunder is subject to all terms and conditions of the carrier's tariff and the uniform straight bill of lading, copies of which are available at the office of the carrier.

This supersedes all prior written or oral representation of IShip Auto Transport and constitutes the entire agreement between Customer and IShip Auto Transport and maynot be changed except in writing signed by an officer of iShip Auto Transport.

IShip Auto Transport's U.S. Department of Transportation Broker's license number is1407381.