

Customer Contract Terms & Conditions – Please read carefully, initial and sign where designated

Terms: Shipper: Person responsible for transporting vehicle
Broker: Company responsible to transport Shipper's vehicle
Carrier: Trucking company transporting vehicle

DATE: _____

INITIAL: _____ ***Any person who, with intent to defraud or knowing that he/she is facilitating fraud against Turbo Auto Transport, LLP or Turbo Auto Express, LLC or it's insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

INITIAL: _____ Shipper is the legal owner of contracted vehicle or has assigned authority to enter into this agreement to transport the vehicle(s) listed.

INITIAL: _____ Turbo Auto Transport, LLP or its assigned carrier is licensed to transport vehicles, not personal belongings. We are not responsible for any personal items, stolen personal items or damage caused due to personal items being in the vehicle.

INITIAL: _____ ****Cross-border Transport: Any vehicle containing personal items must go in-bond to Canada with items declared on Form B4; vehicles coming into the US personal items must be declared on the Form 3299. Items "not declared" to Turbo Auto Transport at the time of booking the order and on Customs paperwork will be removed from the vehicle prior to crossing the border. Removed items will be packaged and shipped to requested address. A charge of \$250 USD plus shipping will be charge to vehicle owner. As a cross-border Carrier, this causes substantial impact to the carrier's reputation, status with US and Canada Customs and increases clearance time at the border. Shipper causing such delay is subject to delay fees detailed in Item #20 herein.

1. Turbo Auto Transport, LLP agrees to have vehicle(s) described on ORDER FORM shipped on or about the dates requested. Turbo Auto Transport, LLP will designate a reliable carrier (agent) to fulfill the terms and conditions of this agreement. Turbo Auto Transport, LLP or its Agents do not guarantee a specific pickup or delivery date unless "date-specific" fees are agreed to and paid for as part of the agreement. If a local tow company is required for "date specific" pick up or delivery, there is an additional \$250 fee.

DELIVERY OPTIONS: Transport trucks will not go into residential areas in major cities where there are truck restrictions, low hanging trees or narrow streets. Shipper must select delivery option: terminal, meet driver or home address, where flatbed fees apply.

2. This order is subject to all terms and conditions and carrier's straight bills of lading, copies of which are available at the office of carrier and are incorporated herein. Turbo Auto Transport, LLP does not guarantee transport by any specific driver/carrier. Rental vehicles charges will NOT be reimbursed.

3. Carrier's responsibility begins when the shipper or his agent signs the bill of lading at pickup, and terminates when the shipper or his agent signs the bill of lading at delivery. Turbo Auto Transport, LLP must be notified, should the shipper be unavailable for pickup or delivery, and his agent must be designated at that time. If a carrier is sent out and vehicle cannot be picked up there will be an additional \$100.00 rescheduling fee.

4. Turbo Auto Transport, LLP hereby notifies shipper that their vehicle will be driven on and off the transporter, or to and from the transporter at the pickup or delivery site. Should the carrier be unable to access site, this does not relieve the consignee from making a reasonable effort to meet the truck at a suitable location.

5. All vehicles to be delivered with a balance due shall be paid in US DOLLARS by CASH, CASHIERS CHECK ONLY (US funds) or CREDIT CARD prior to the vehicle being unloaded from the transport. Should delivery be attempted after attempted notification (3 to 24 hours voice notification to phone numbers provided by shipper) and shipper or his agent does not have proper funds or is unavailable to receive delivery, vehicle(s) will be taken to and left at the nearest terminal at the discretion of the carrier, where shipper will have to retrieve and pay for storage or re-delivery fees.

6. If you are shipping an **inoperable vehicle**, you may be required to help load and unload said vehicle at the discretion of the driver. Should vehicle(s) become inoperable during transport, \$200.00 will be due at time of delivery in addition to any other moneys owed. It is shipper's responsibility to make sure vehicle is in proper working order. Every precaution will be taken to load an inoperable vehicle. However, these are difficult to load and carrier is not responsible for damage on an inoperable vehicle.

7. ****Turbo Auto Transport, LLP or its agents will not knowingly transport vehicles with personal or household items in the passenger or trunk compartment. Federal regulation prohibits Turbo Auto Transport, LLP or its agents from doing so. If such items are shipped, such items become the sole responsibility of the shipper. Should damage occur with your vehicle because of additional items, you may be subject to additional fees at the discretion of Turbo Auto Transport, LLP.

8. Turbo Auto Transport, LLP or its agents will not be responsible for vandalism, acts of God (fire, flooding, hail, sand storm, tornadoes, earthquakes) or objects flying from the road or sky during transport. The shipper maintains their own insurance for these reasons.

9. Shipper is responsible for preparing the vehicle(s) for transport. All loose parts, fragile or protruding accessories, low hanging spoilers or mufflers; fog lights, antennas, etc., must be removed and/or properly secured. Any part(s) that falls off in transit is shipper's responsibility, including damages done by said part to any and all vehicles involved.

10. If vehicle is older than 15 years, shipper must secure their own insurance to cover 100% of any damage or repairs. Shipper is advised to secure insurance for the appraised or purchased value.

11. *****If damage** should occur, all moneys owed for transport must be paid to initiate a claim. Shipper or his agent MUST inspect vehicle thoroughly upon delivery. Damage must be noted in the proper place on the bill of lading at the time of delivery, and signed by driver and shipper, regardless of weather, or time of day. Signing the bill of lading without any notation of damage verifies that shipper or his agent has received the said vehicle in good condition, and that Turbo Auto Transport, LLP and its agents are relieved of any further responsibility. All damage claims will be processed per Federal Motor Carrier Regulation 49 CFR Part 370.

12. If delivered by an assigned agent, Turbo Auto Transport, LLP and its agents must also be notified of any damage by phone *****within 24 hours.** A claim form will be email/faxed to shipper. Shipper must submit in writing a description of damage, clear pictures, and 2 estimates within 10 days of receipt of said vehicle directly to the designated carrier for any resolution to be initiated. Turbo Auto Transport, LLP will support you in this effort should such a problem occur, but in no way will Turbo Auto Transport, LLP accept responsibility for any negligence of the assigned carrier. If your vehicle is valued at a higher than market rate, we suggest you purchase a special insurance rider.

13. All claims, subrogation, litigation, or legal action shall be subject to the jurisdiction of Cascade County, Great Falls, Montana. Shipper specifically waives any right to judicature of this matter at any other location. Turbo Auto Transport, LLP can only be liable for up to the amount of the deposit if one is taken. Regardless of the situation, Turbo Auto Transport, LLP cannot be held liable for an assigned carrier's damage, liability or negligence. Turbo Auto Transport, LLP will provide carrier's insurance certificate and carrier information should any controversy arise.

14. If you place an order with Turbo Auto Transport, LLP, you have the option to cancel within 72 HRs after placing your order. You will be charged a \$175.00 cancelation fee. If a deposit has been taken, the balance of the deposit will be refunded to you.

15. Turbo Auto Transport, LLP is a licensed and bonded Property Broker under MC#709759. We are responsible for booking the shipment of vehicles with a licensed and insured Motor Carrier, who handles their own damage claims. If damage occurs, it may take a several weeks to process your claim since the drivers must return to their terminals with the original Bill of Lading and condition reports.

16. Turbo Auto Transport, LLP will not be responsible for demurrage (storage & fees) at any Port Facilities. If your vehicle incurs storage due to waiting customs paperwork, or personal paperwork to clear the border, shipper is responsible for storage fees.

17. By either submitting your order online, sending us your order by fax or by email, Turbo Auto Transport, LLP understands you are placing your order and accept the terms and conditions (in lieu of your signature) found here and on Turbo Auto Transport, LLP web site.

18. Customers must make their vehicle available during the transport time, if the vehicle becomes unavailable at any time after the order has been placed and a carrier has been assigned, Turbo Auto Transport, LLP holds right to cancel the order with no refund if a deposit has been paid

19. Neither Turbo Auto Transport, LLP nor its agents shall be responsible for the following:

- Damage to undercarriage, exhaust system, suspension, wheel bearings, tie downs, brakes, alignment, tuning, charging system or battery. (No evaluation is made of these components or systems at pickup location) therefore Turbo Auto Transport, LLP or its agents do not accept responsibility for them.
- Damage not detected at pickup location due to poor weather or lighting conditions.
- Damage to car phones or antenna under any condition (suggests that they be removed before pickup)
- Damage or fines incurred because shipper left personal or household items in vehicle.
- Damage caused by fluids or objects flying up from the roadway, or out of the sky.
- Damage to cloth or vinyl convertible or decorative tops over 2 years old.
- Damage to T-tops, boots, bras, caps, or any other type of canvas covering.
- Damage caused by leaking fluids, such as battery acid, motor oil, transmission fluid, brake fluid, power steering fluid, radiator coolant, or fall out resulting from acts of god.
- Damage caused by freezing of cooling system and/or battery. Make sure your antifreeze is tested to withstand freezing temperatures.
- Damage caused by failure of factory tie-downs or pull through from tie-down holes.
- Damage to or caused by any vehicle that cannot be driven on or off the transport under its own power. (INOPS: Vehicle will not run, or has lost its braking system).
- Missing content, such as vehicle manuals, additional keys, fobs, CDs, etc, not listed on the bill of lading.

20. Cross-border Vehicles: If shipper's vehicle is held up by law enforcement for reasons beyond normal customs clearance, it is not the responsibility of Turbo Auto Transport, LLP to represent shipper. Shipper will be contacted and advised of the situation. All transport and customs clearance cost will be due to Turbo Auto Transport, LLP.

INITIAL: _____ Cross-border Vehicles: If shipper miss-represents the contents of their vehicle, or the value they have paid for a vehicle and Customs impounds vehicle until assessed fines, duty and/or taxes are paid, shipper will be charge \$100 USD per hour wait time, due upon delivery of vehicle.

All disputes, claims, subrogation or legal action, the parties consent to venue in the state of Montana, County of Cascade, municipal court.

A CHANGE FEE OF \$100 USD WILL BE ACCESSED IF A CUSTOMS ENTRY HAS BEEN FILED AND A VEHICLE (VIN) CHANGES TO ANOTHER VEHICLE (DIFFERENT VIN) ON THE LOAD FILED WITH CUSTOMS. NO EXCEPTION.

PLEASE SIGN, DATE AND SCAN/EMAIL to turbo-at@turbo-at.com or FAX TO 866-603-1132

Signature: _____ Print Name: _____ Date: _____