

EasyAutoShip

TERMS AND CONDITIONS

1. This Agreement between the Customer named above, (hereinafter referred to as "Customer"), and Easy Auto Ship LLC, (hereinafter referred to as "EAS"), designates only EAS to act as their booking agent to attempt reservation with a transport car carrier, (hereinafter referred to as "Carrier"). For the purposes of this agreement, "vehicle" refers to all items being shipped the Carrier through EAS on behalf of the Customer, including but not limited to single vehicles, multiple vehicles and freight, Customer acknowledges that EAS pre-negotiates certain rates with carriers to facilitate the booking of reservations on Customer's behalf. Customer also acknowledges that EAS provides services to facilitate such booking of reservations for a consideration (the "booking fee"). The total rate displayed ("reservation fee") on the quote is a combination of the pre-negotiated Carrier rate on your behalf by EAS and the booking fee retained by EAS for their services. All prices shown are in U.S. dollars. You agree that your credit card will be charged by EAS for either the booking fee or total reservation price as specified in the Payment Disclosure Agreement. As the Customer's agent, EAS is hired to attempt to book a reservation with a Carrier that maintains insurance, and Customer acknowledges and agrees that EAS may rely solely on Certificates of Insurance provided by Carrier to determine the existence of said insurance, EAS will not be held liable by the Customer for any invalidity of any documents presented to them by said Carrier. Customer agrees and acknowledges that the duties of EAS are solely limited to these duties and Customer agrees that in no event shall EAS have any responsibility or liability for the inspection, loading, transport, delivery, or unloading of the vehicle/item. If the vehicle being shipped is valued higher than the market value for any reason, EAS highly suggests that the Customer acquire a special insurance rider and/or opt for enclosed transport.
2. EAS does not agree to arrange shipment in time for any particular market or event and will not be responsible for loss or damages occasioned by delays of any kind or for any reason. Vehicle/item rentals will not be reimbursed/afforded except if it falls under the category of a reimbursed rental, which is outlined in section 21. No pick-up and/or delivery dates/times are fully guaranteed. First available dates are estimates and not guaranteed windows for booking/scheduling, they are only the first set of dates for availability. Delays may occur prior to, and/or during transport. Customer is required to allow an additional 5 business days after first available dates for reservation in the event of any blackout dates and/or over-booked Carriers. In the event of any blackout dates or over-booked Carriers, EAS cancellation terms and refund policies will remain in effect. Additional fees charged for any non-honored guaranteed date/time will be refunded.
3. Any and all claims that may occur will be settled at actual cost and addressed only to the Carrier, or to the Carriers insurance policy without exception as required by USDOT. Any damage claim must be submitted within 24 hours of delivery, and the damage must be clearly noted on the BOL on delivery but not on pickup. Should the Customer fail to mark the damage on the BOL at delivery, any damage claim will be considered null and void. It is the Customer's responsibility to thoroughly inspect and verify the condition of the vehicle upon delivery, regardless of time or weather conditions. EAS and the Carrier will not accept responsibility for any damage that was not marked on the delivery BOL. Customer agrees and acknowledges that they will hold EAS harmless from any and all claims and all requests of recompense. Carrier will not be responsible for damage caused by acts of God, or damage resulting from worn/broken parts of vehicle/item. All loose parts/accessories must be removed and secured. Any part of vehicle/item that falls off during transport is the Customer's responsibility including damages caused by said part to any vehicle and/or person(s) involved. Customer must disarm, or give keys to, any alarm system installed in the vehicle. In the event said alarm sounds, Carrier may silence alarm by any means. Vehicle must be completely empty except for factory installed equipment unless otherwise specified by notation by EAS on this contract.
4. Payment Disclosure Agreement: The Carrier, and/or EAS will notify the Customer prior to pick-up and/or delivery within 3 hours or more of scheduled pick-up time ("ample notice"). It is the Customer's responsibility to have any payment due when the Carrier arrives in the designated payment method, generally cash or other certified funds. In order to facilitate pickup and delivery, the Customer agrees to meet the Carrier at any specified time and place without exception. The Customer shall, in their absence, designate a person over 18 years of age to act as their agent at the point of pick-up and/or delivery, if for any reason they are unavailable. The designated agent must be identified to EAS before the Carrier arrives at pickup or delivery for the safety and protection of the Carrier and the vehicle. The Customer agrees that any delays occasioned by Customer's failure to release/receive vehicle within ample notice of scheduled pick-up time will be subject to a rescheduling fee of \$75.00.
5. All payments for the Carrier must be in the form of a cashier's check, money order, or cash, unless a prior arrangement is agreed upon. The Customer agrees that if the payment cannot be made by these methods, or should the Customer be unable to accept delivery for any reason, the vehicle/item will be stored at the Customer's expense. Any and all storage and delivery charges will be the responsibility of the Customer and not the Carrier or EAS under any circumstances.
6. The Customer agrees that their vehicle will be ready for pickup at any time within their designated window. EAS will call, text, and/or email the Customer to inform them that their order has been assigned to a carrier and a driver has been dispatched to pick up their

vehicle. At this time, the Customer's card on file will be charged for the agreed upon deposit, and the driver will be given permission to head to the pickup location to load the vehicle. In the event that the Customer does not respond quickly to the contact attempt, EAS will not wait for a response from the Customer to approve the dispatch. The Customer agrees to keep all lines of communication open and check them regularly during the entire pickup window during EAS's business hours (8am to 8pm EST seven days a week). Should the Carrier arrive for pickup and the vehicle not be ready for pickup, EAS and the Carrier will not be held responsible for any delays, nor will they be held financially responsible for any fees incurred by the delay or the relisting of the vehicle under any circumstances. This includes but is not limited to any storage fees at dealerships or auctions and any parking fees for paid parking lots.

7. In the event that the Customer requires a change in their pickup window after a driver has already been assigned to the transport, EAS reserves the right to charge a \$25 re-posting fee.
8. The Customer agrees that if the vehicle becomes inoperable for any reason, an additional charge of at least \$150.00 will be added and must be collected before delivery. A vehicle is considered inoperable if it does not roll, brake, and/or steer, but may also be considered inoperable for other reasons as well. This list includes, but is not limited to, a bad battery, bad alternator, loose cables, flat or punctured tires, engine failure, and bad brakes. If EAS is not notified by the Customer of the inoperable status before the Carrier is dispatched to pick up the vehicle and the Carrier is not able to pick up the vehicle for any reason, EAS and the Carrier will accept no responsibility for a delay in pickup. If a new carrier must be assigned to pick up the vehicle due to the inoperable status, the Customer's pickup window will shift to reflect this change and EAS and the Carrier will not be held responsible for any monies owed due to this delay. On or after pickup, should the vehicle be anything other than the dimensions stated, Customer must pay any and all excess fees requested or incurred, or adhere to cancellation terms. The Customer agrees that EAS has the right to cancel this Transportation Agreement for any reason at will in the event of any discrepancies. In the event of cancellation on the side of EAS, EAS will refund any partial amount(s) due accordingly per the refund and cancellation policy terms of the agreement.
9. The Customer agrees that the vehicle being shipped matches the dimensions and specifications provided to EAS by the Customer. If the vehicle are found to be oversized or to have non-stock features, including but not limited to dual or oversized wheels, extra-large body, racks, lifted, limo, etc., and this information was not disclosed to EAS at the time of booking, the Customer agrees to pay any and all additional fees to the Carrier at either pickup or delivery. Should the vehicle not be as described and this results in the Carrier not being able to transport the vehicle, the Customer agrees that the pickup window will be shifted to allow EAS to assign a new driver who is able to transport the vehicle, and agrees to an additional charge of at least \$150 to cover any dry run and administrative fees that EAS will incur due to the misinformation.
10. Should the Customer's experience with the Carrier be negative for any reason, the Customer agrees to refrain from leaving any negative reviews about or requesting any discounts from EAS. The Customer understands and agrees that the conduct and/or punctuality of the Carrier is not the responsibility of EAS, and any refunds or discounts for the portion of the transport that is the Carrier's responsibility must be requested from the Carrier and not from EAS under any circumstances. The Customer also acknowledges and agrees that EAS is not responsible for the Carrier's actions or conduct, and any publicly posted reviews must be solely about the service that EAS provided and not about the Carrier's service. Should the Customer wish to leave a review about the Carrier, EAS will provide links to the proper websites to leave these reviews for the Carrier.
11. The Customer agrees and acknowledges that the Carrier's cargo insurance policy may have limits of liability and/or deductibles, and that EAS will be held harmless for any damages as required by the USDOT. The Carrier will hold a zero-dollar deductible for the Customer and is responsible for any deductible or fees that may incur from a damage claim. Should the Carrier's insurance fail for any reason and EAS have to step in with their insurance, the responsibility of the deductible will fall on the Carrier first. If the Carrier refuses to take responsibility for the deductible, the monetary responsibility of the deductible will fall on the Customer. EAS will not be held responsible for the deductible for any reason.
12. Any provision or portion thereof in this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this agreement. Such prohibition shall only be pertinent to that specific circumstance and will not invalidate provision from all other circumstances. The Customer agrees that they have a full understanding of this Agreement, are over 18, and able to enter into the terms and conditions of this Agreement. Any agent acting on behalf of the Customer acknowledges they are a fully authorized agent able to enter into this Agreement on behalf of said Customer/owner.
13. EAS does not guarantee that the Customer's vehicle will be assigned to any specific carrier or driver. EAS agrees not to assign any transport to any carrier that has been placed on the banned list for misconduct or any other reason. The Customer reserves the right to refuse a carrier that EAS has assigned to their transport, but the Customer agrees and acknowledges that this may cause a delay in pickup that EAS will not be held responsible for under any circumstance, and the Customer will not pursue any refund or discount in this case.
14. The Customer agrees that this is the only Agreement between the parties governing this booking and that no other Agreement is, or will be in effect, with any other booking agency without prior cancellation notice to EAS. Should Customer make any other Agreement with another agency during the Agreement with EAS, EAS has the right to cancel the booking request and Customer must adhere to

cancellation and refund terms herein. EAS reserves the right to charge a double-booking fee of up to \$300 in the event that the Customer enters into an agreement with another agency while this agreement is still active, or if the Customer enters into this agreement with EAS while the Customer is still in an active agreement with another agency and does not terminate the active agreement.

15. Customer will abide by the terms of this whole agreement to handle any dispute. The Customer agrees that this agreement shall supersede any and all verbal statements given at any time by any employee of EAS. By signing this contract via physical signature, or electronically, The Customer acknowledges that they have read the Terms and Conditions, understand them wholly, and will agree to them unconditionally. The Customer confirms that the information provided is accurate and acknowledges that any inconsistency may reflect a change in the shipping cost that must be paid before delivery of the vehicle.
16. This Agreement shall be construed and governed in accordance with the laws of the State of Ohio and any and all actions, causes of actions or lawsuits brought by either party shall and must be brought in Mahoning County, Ohio or by the United States District Court for the North East District of Ohio. Customer agrees that the services provided by EAS for Customer were solely in the state of Ohio and any and all actions and/or obligations to be conducted by EAS under this Agreement would have been done or were done solely in the State of Ohio. Customer agrees that any judgment obtained in violation of this provision against EAS shall be deemed null and void. Should EAS be required to enforce or defend any provision of this Agreement or be involved in any legal proceedings as Plaintiff or Defendant, Customer shall be responsible for, and shall pay any and all costs and attorney(s) fees incurred by EAS. Facsimile/Electronic copies of signatures to this agreement shall be treated as originals.
17. Services Rendered: The Customer acknowledges that they are paying EAS a booking fee, not a transport fee. EAS provides services to facilitate such booking of reservations for a consideration (the "booking fee"). EAS makes no warranty for the reservation service. Once an order has been assigned a driver, services have been rendered and the booking fee is rightfully due and owed to EAS by the Customer and cannot be contested through a refund request or a chargeback dispute. Should the Customer breach this contract and dispute the charge for the booking fee paid to EAS after a driver has been assigned and the dispute is closed in the Customer's favor, EAS reserves the right to process the fee again to collect the monies owed. Should the monies owed not be collected for any reason, EAS reserves the right to pursue legal means to collect the remaining balance agreed upon.
18. Refunds & Cancellations: In order to cancel a booking, all requests must be made in writing via electronic transmission or mail. Should Customer cancel order within 24 hours of placing the order, EAS will refund Customer all monies due minus any fees incurred to EAS during that time if applicable. All domestic booking requests excluding ocean shipments in effect longer than 24 hours without reservation can be cancelled but are subject to an administrative fee of \$75.00. All bookings with reservations regardless of dates will be unable to be cancelled and therefore non-refundable. In the event of Customer's refusal for release of vehicle/item for Carrier, the Customer will forfeit the right to any refund. Should Customer cancel any International and/or Ocean booking request after 24 hours of initial booking, order cancellations are subject to an administrative fee of 15% of the total cost paid. No refund will be issued for more than the deposit that EAS charged on dispatch for any reason.
19. EAS and the Carrier will not be responsible for acts of God (fire, flooding, hail, sandstorm, tornadoes, earthquakes), vandalism, or objects flying from the road or sky during transport. The Customer should maintain their own insurance for these reasons. If this is a concern, the Customer can opt for enclosed transport at a higher price to ensure the condition of the vehicle.
20. EAS and the Carrier will not be responsible for any of the following for any reason:
 - Demurrage at any Port Facilities
 - Damage not recorded on the BOL at either pickup or delivery, even due to poor weather or lighting conditions
 - Damage to any antennas, car phones, toll devices, etc., as they should be removed before transport
 - Any toll fees that are accrued due to a toll device being left in the vehicle
 - Loss or damage to any audio or video equipment that is not stock
 - Damage, loss, theft or fines accrued due to personal or household items left in the vehicle
 - Damage to or caused by any vehicle that cannot be driven on or off the transport under its own power. (Vehicle will not run, or has lost its braking system)
 - Damage to any cloth or vinyl convertible or decorative tops, T-tops, boots, bras, caps, or any other cloth or canvas cover or accessory
 - Damage due to any objects, fluids, etc. from the road, sky, or other vehicles
 - Damage caused by freezing of cooling/heating system and/or battery
 - Damage caused by failure of factory tie-downs or pull through from tie-down holes
21. In the event that delivery is 14 days or more after pickup, EAS will reimburse the Customer for a rental vehicle. Our reimbursement will cover up to \$30 per day for up to 5 days of rental. Reimbursement will be in the form of a mailed check made out to the Customer.
22. If the Customer's vehicle is delivered dirty and requires a car wash, the Customer may submit a receipt from the car wash to accounting@easyautoship.net and EAS will reimburse the amount up to \$20.

23. The Customer acknowledges that, due to the instability of the current price of diesel fuel, there may be a price increase to the original quote. In the event that the price is increased, EAS will contact the Customer first to advise them of the increased cost. Agreeing to this increased price will ensure that the vehicle will be transported in a timely manner. However, the Customer reserves the right to refuse a price increase. In the event of a refusal from the Customer, EAS continue looking for a carrier at the original quoted price. Should the Customer choose this option, they agree and understand that it will most likely take longer than originally anticipated to dispatch the vehicle. Should the Customer choose to cancel their order rather than accept or refuse the price increase, the Customer will still be held financially responsible for any and all fees related to the cancellation as outlined in section 18 of this agreement.
24. The Customer acknowledges and understands that the vehicle will be driven on and off the transporter, or to and from the transporter at the pickup or delivery site unless otherwise specified at an increased price. Should the Carrier be unable to access either site, this does not relieve the Customer from making a reasonable effort to meet the truck at a suitable location. In order to fully deliver the vehicle, the Customer must be willing to travel up to 5 miles from the designated pickup or delivery point if required by the Carrier.
25. EAS and the Carrier will not be held responsible for any personal or household items that are shipped in the vehicle during transport. These items are not covered by the insurance of EAS or the Carrier under any circumstance. Should the Carrier require additional fees for personal items that were left in the vehicle at the time of pickup, the Customer agrees to pay any additional fees that the Carrier requires.

By signing below, you agree to these Terms & Conditions and to abide by all policies outlined in this document. Please print, sign, and date blow and email to your Account Representative and CC accounting@easyautoship.net or fax to (440)744-2096

Printed Name

Date

Signature

Date

Order ID: _____