

1. Owner or Owner's Agent warrants that he/she is the registered legal owner of the vehicle(s), or that he/she has been duly authorized by the legal owner to enter into this Agreement.
2. The vehicle(s) will be transported by one of our trucking affiliates, who shall be referred to herein as "Carrier". Owner agrees to allow All TransportDepot Inc. to act as its agent in dealing with the Carrier and to exercise its efforts on Owner's behalf in placing the order with the Carrier they deem fit. The Carrier will route vehicle(s) from origin to destination by a suitable route and does not agree to any specific routing. The Carrier is authorized by Owner to operate and transport Owner's vehicle(s) between its pick-up and destination as set forth on this shipping contract.
3. Owner shall authorize someone to accept delivery of the vehicle(s) at the designated destination. Any claim for damage(s) must be noted on the Bill of Lading at the time of delivery. A claim for damage not documented on the Bill of Lading will not be honored. Pursuant to Federal Highway Administration law, any claim for damage(s) must be taken up directly with the trucking company to whom All TransportDepot Inc. brokered the shipment. The claim must be submitted to the Carrier within fifteen (15) days of delivery, in writing, specifying damage claimed. The claim must be accompanied by two (2) written estimates for repair and photographs of claimed damage as well as a signed copy of the Bill of Lading where the damage was documented upon delivery. Digital photos are accepted. If there is any damage, liability for same lies solely with the trucking company, not All TransportDepot Inc. All TransportDepot Inc. will furnish Owner/Agent with the name, address, and phone number of the trucking company used for transport and will assist in providing any other necessary information should a claim arise.
4. All TransportDepot Inc. agrees to make all efforts possible to provide the most expedient shipment of described vehicle(s) insofar as they will not compromise its standard of safety or quality. Owner/Agent and All TransportDepot Inc. understand that any shipment may be delayed due to mechanical failure, adverse weather or road conditions, driver illness, supply and demand for trucks, drivers, etc. All TransportDepot Inc. will only reimburse for any delivery exceeding fourteen (14) days at a rate of \$35.00 per day. If Owner/Agent and All TransportDepot Inc. agree to delay delivery of a vehicle(s), the fourteen (14) day guarantee does not apply. Vehicle(s) that are picked up and held for the purpose of accommodating Owner's schedule will commence when the carrier picks up the vehicle(s) from the local pick-up location. The fourteen (14) day delivery guarantee only applies to shipments within the contiguous United States.
5. In the event that there are any problems regarding the transport of the vehicle(s), all outstanding freight charges must be paid without deductions. Owner/Agent agrees to inspect their vehicle(s) upon delivery and note any damage claimed on the Bill of Lading while the driver is making the delivery. Owner warrants that he/she will pay all charges due All TransportDepot Inc. for delivered vehicle(s) and will not seek to invalidate credit

card charges or stop payment on a check to offset and dispute damage claims. D.O.T. regulations require that all tariffs be paid in full before a claim can be processed.

6. The Carrier actually transporting the vehicle(s) shall be liable for any and all damage claims arising from the transport. Owner agrees to file all claims with such Carrier as identified on the Bill of Lading/delivery receipt and to bring any legal action for damages against such Carrier only. Owner agrees to release and hold harmless All TransportDepot Inc. from any such claims. All Carriers hired for truck transport have insurance on file with All TransportDepot Inc. All TransportDepot Inc. will not honor car rental for autos that are in the process of being repaired due to damage that occurred while in transit.
7. Any legal action against All TransportDepot Inc. must be filed in the Superior Court of Arizona in Maricopa County. By executing this agreement, Owner waives any and all rights to litigate elsewhere. The prevailing party in any litigation initiated under this agreement shall be entitled to reasonable attorney's fees and court costs incurred.
8. Pick up and delivery is door to door unless residential area restrictions apply, such as weight restrictions, overhanging trees, steep hills, cul-de-sacs, speed bumps or the maneuverability of the truck is restricted. All TransportDepot Inc. agrees to provide a Carrier to pick-up and deliver your vehicle(s) as promptly as possible in accordance with your instructions, but cannot guarantee pick-up or delivery on a specified date. Pick-ups by appointment are available for an additional fee by smaller auto carriers.
9. Carrier will attempt to notify Owner/Agent of the delivery of vehicle(s) 12-24 hours prior to the actual delivery. If Owner/Agent is not available at delivery, after attempted notifications of arrival, the vehicle(s) will be delivered to a terminal at the discretion of All TransportDepot Inc. or our Carrier. There will be an extra charge for storage and delivery. All COD, terminal fees, and additional trucking fees, if any, are due and payable to All TransportDepot Inc. or our Carrier in either cash or cashier's check before the release of the vehicle(s) to Owner/Agent. Owner must provide complete and correct pick-up and delivery information at the time the order is booked. Should any of this information change prior to pick-up or delivery, All TransportDepot Inc. must be notified at least 48 hours prior to pick-up or delivery. In the event this information is not relayed to our office and Carrier attempts a pick-up or drop off, the Owner will be responsible for paying for any dry run and/or re-delivery charges.
10. If your vehicle(s) is inoperable or oversized (longer than 16 feet, taller than 7 feet, has dual wheels, racks, etc.), please inquire as to extra charges. If All TransportDepot Inc. or the Carrier is not advised of inoperable or oversized vehicle(s) prior to pick-up, all extra charges will be added as C.O.D. charges at the time of delivery. An additional fee of up to \$200.00 will be added for inoperative vehicle(s). An additional fee of up to \$300.00 will be added for oversized vehicle(s). Owner/Agent is responsible for damage to any vehicle(s) that cannot be driven on or off the transporter under its own power. Brakes must be in good working condition.

11. Carrier is not liable for damage caused to vehicle(s) from excessive or improper loading of personal items. CARRIER IS NOT LICENSED TO CARRY HOUSEHOLD GOODS OR PERSONAL ITEMS AND WILL NOT BE RESPONSIBLE FOR ANY LOSS OR CITATIONS AS A RESULT OF EXCESSIVE WEIGHT IN VEHICLE(S). CARRIER WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO PERSONAL BELONGINGS INCLUDING, WITHOUT LIMITATION, ANY PERSONAL PROPERTY WHICH IS NOT FACTORY INSTALLED, THAT ARE NOT A PART OF THE VEHICLE(S). Any costs, damages, sit time or citations issued to Carrier due to or caused by excess weight of vehicle(s) or personal items in vehicle will be the sole responsibility of Owner. An additional fee may be added if personal items are left in vehicle(s), based on the weight of such items. Carrier reserves the right to charge an additional fee for any personal items and excessive packing of the vehicle.
12. THE FOLLOWING ITEMS ARE NOT TO BE IN THE VEHICLE(S) AT THE TIME OF SHIPMENT: EXPLOSIVES, GUNS, AMMUNITION, FLAMMABLE PRODUCTS, NARCOTICS, NEGOTIABLE AND LEGAL PAPERS, ALCOHOLIC BEVERAGES, JEWELRY, FURS, MONEY, OTHER ARTICLES OF UNUSUAL VALUE, LIVE PETS, PLANTS, OR CONTRABAND.
13. Prior to shipment, All TransportDepot Inc. shall have the right to refuse to ship Owner's vehicle(s). In such a case, All TransportDepot Inc. shall return to Owner any payment already made by Owner.
14. Should the order be canceled by Owner/Agent LESS THAN 48 hours prior to the first pick-up date (for ANY reason), a \$150 fee will be charged.
15. Carrier will not knowingly transport any uninsured vehicle(s). If the vehicle(s) is not insured and Owner fails to notify Carrier of such, Carrier is not held responsible for any claims made against the Owner by third parties.
16. If the vehicle(s) is vandalized either during shipment or while awaiting shipment, Carrier will not be responsible. The Owner will have to submit a claim to his/her own insurance or absorb the loss if there is no insurance. The carrier will not be responsible for any damage not resulting from transporter negligence. ALL VEHICLES ARE INSURED BY THE CARRIER WITH NO DEDUCTIBLES EXCEPT AS NOTED BELOW:

NOTE: ALL TRANSPORTDEPOT INC. AND THE CARRIER WILL NOT BE LIABLE FOR THE FOLLOWING:

1. Damage caused by leaking fluids, battery acids, cooling system, brake systems, antifreeze solutions, rock chips, minor chips, or scratches caused by highway gravel or low hanging trees, industrial fall-outs, and acts of God.
2. Articles left in the vehicle.
3. Owner is responsible for preparing the vehicle for shipment. All loose parts, fragile or protruding accessories (i.e., non-retractable antennas including car phone antennas), low hanging spoilers, running boards, hubcaps, license plates, etc., must be removed and/or

properly secured. Any part of the vehicle that falls off in transit is the customer's responsibility, including damages to any and all vehicles involved.

4. Owner is responsible for completely disarming any alarm systems installed in the vehicle. The customer must provide keys to the alarm system. In the event the car alarm sounds, the transporter is required to silence the alarm by any means the transport driver deems reasonable and effective.
5. Mechanical function damages to include engine, transmission, rear end, motor mounts, drive trains, exhaust assembly, mufflers, tailpipes, undercarriage, brake systems, clutch or clutch cable, wiring systems, cooling systems, window/mirror motors, radios, stereo systems, alarm systems, airbags, steering, any switch, alignment, suspension, etc., (anything that is mechanical or electrical).
6. Damage that results to the vehicle from vibration.
7. Damage that results to the vehicle from tie-downs breaking or tearing. The tie-downs referenced are not the straps/chains the driver uses to secure the vehicle to the trailer.
8. Defective or insufficient brakes, parking brakes, or parking gear.
9. Damage caused by freezing of cooling systems, engines, and/or batteries.
10. Windshields that crack due to previous existing chips or extreme changes in weather conditions.
11. Convertible tops that are loose, torn, or have visible wear, any type of T-top due to body flex or other type of damage. The transporter and All TransportDepot Inc. will not be responsible for vehicle boots, caps, masks, bras, or any other type of canvas or material covering.

\*Signing the Bill of Lading at the destination without notification of damage shall be evidence of satisfactory delivery of the vehicle regardless of time of day or dirty condition of the vehicle.

I HAVE READ THESE TERMS AND CONDITIONS ON ALL THREE PAGES AND AGREE TO BE BOUND BY THEM AS AN INTEGRAL PART OF THIS SHIPPING ORDER AND THE TERMS OF THIS AGREEMENT. DAMAGES MUST BE NOTED ON DELIVERY RECEIPT UPON DELIVERY. NO EXCEPTIONS.