

## Terms & Conditions

Owner or Owner's agent, who shall be referred to as the "Shipper", warrants that he/she is the registered legal owner of the vehicle, or has been duly authorized by the legal owner to enter into this Agreement.

Vehicle(s) will be transported by Swift Auto Transport Corp. or one of our trucking affiliates, who shall be referred to as the "Carrier". Shipper agrees to allow Swift Auto Transport Corp. to act as its agent in dealing with Carriers, and to exercise its efforts on Shipper's behalf in placing the order with the appropriate Carrier. Said Carrier will route vehicle(s) from origin to destination by a suitable route and does not agree to any specific routing. Carrier is authorized by the Shipper to operate and transport Shipper's vehicle(s) between its pick-up location and the destination specified on this shipping order.

Shipper will designate person(s) at pickup and delivery points listed on the Customer Transport Order as the appointed agents for the purpose of delivering to or accepting from Swift Auto Transport Corp. or one of our affiliates the owner's vehicle(s).

In the event that there are any problems regarding delivery, all outstanding freight charges must be paid. Shipper agrees to properly note, at the time of delivery, any damage claimed, and to pay the balance of the delivery charges in cash or certified funds. Shipper warrants that he will pay all tariffs due to Swift Auto Transport Corp. for delivered vehicle(s) and will not seek to charge back credit card or to stop check payment to offset any dispute for damage claims. Interstate Commerce Commission (ICC) regulations require that all claims be filed in writing and all tariffs be paid in full before a claim can be processed. An administration fee of \$150.00 or 10% which ever is greater per vehicle will be assessed if Shipper cancels the order .

Pickup and delivery are from/to your door, unless residential area restrictions apply, such as weight restrictions, overhanging trees, steep hills, cul-de-sacs, etc. Swift Auto Transport Corp. will use its best efforts to arrange to have your vehicle(s) picked up within a few days of the scheduled pick-up date, but cannot guarantee pickup or delivery on a specific date. Shipper understands that Carrier is subject to delays beyond its control, due to weather, road conditions, mechanical breakdowns or repairs to equipment, supply and demand of trucks and drivers, etc. Neither Carrier nor Swift Auto Transport Corp. is responsible or agree to pay any compensation for costs which may or may not be associated with pickup or delivery of your vehicle and for reimbursement for car rentals.

If your vehicle is inoperable, oversized or customized (longer than 16 feet, dual wheels, pick-up or van, racks, etc.), please inquire about extra charges. If Carrier is not advised of inoperable, oversized or customized vehicles prior to pick-up, all extra charges will be added to COD charges at the time of delivery. An additional fee of up to \$200 will be added for inoperable vehicles, and up to \$300 will be added for oversized vehicles.

If Shipper is not available for delivery after notification of arrival, vehicle(s) will be delivered to a Terminal at driver's discretion, and there will be an additional charge for storage and delivery. All COD and additional charges must be paid before release of vehicle(s).

Personal property must be confined to the trunk of the vehicle(s) and must not exceed 50 lbs. Carrier is not liable for damage caused to vehicle(s) by excessive or improper loading of personal items. Carrier is not licensed to transport household goods or personal items and will not be responsible for loss of or damage to personal belongings, including, but not limited to, any personal property that is not factory installed and is not part of the vehicle(s). Any cost, damages, sit time or citations issued to carrier due to or caused by excess weight of vehicle(s) or personal items in vehicle(s) will be the sole responsibility of the Shipper.

The following items should not be in the vehicle(s) at time of shipment: Any needed medication, explosives, guns, ammunition, flammable products, narcotics, negotiable instruments, legal papers, alcoholic beverages, jewelry, furs, live pets, plants, contraband and any articles of unusual value.

For overseas shipments (including Hawaii & Alaska) vehicles must be empty, except for factory installed equipment. Any article left in vehicle will be removed at shipper's expense. Vehicles must be tendered to carrier in good running condition with no more than a ¼ tank of fuel.

Carrier transporting the vehicle(s) will be liable for any and all damage claims arising from the transport. All claims must be noted for at time of delivery, and submitted in writing within 15 days of delivery. Shipper agrees to file all claims with Carrier identified on the Bill of Lading/Delivery Receipt, and to bring any legal action for damages only against such Carrier. Shipper further agrees to release and to hold Swift Auto Transport Corp. harmless from any such claims. All Carriers hired by Swift Auto Transport Corp. for transport have insurance on file with Swift Auto Transport Corp. and is available to Shipper upon request. Swift Auto Transport Corp. will furnish Shipper with the name and telephone number of the Carrier used for transport and will assist Shipper in providing any other necessary information, should a claim arise.

The Carrier will only be responsible for damage directly caused by the Transporter truck or driver, and will not be responsible for damage not caused by the truck or driver.

### **Shipper's vehicle is insured except as noted below:**

- Damage caused by leaking fluids, battery acid, cooling system anti-freeze solution, rock chips and industrial fallout. Damage caused by freezing of cooling system and/or batteries. Protection from freezing will be furnished by, and at the expense of, the Shipper.
- Mechanical functions (including alarms), alignment, suspension or engine tuning, exhaust assembly. Damage to antennas that do not retract to within three (3) inches of the vehicle's body. Windshields that chip or crack due to previously existing chips or cracks, or extreme changes in weather conditions. Convertible tops that are loose, torn, or have visible wear. Vehicle boots, caps, masks or any other type of canvas/material covering.
- Damage to any vehicle that cannot be driven on or off the Transporter under its own power, or brakes or parking gear. There will be a service charge to jumpstart the vehicle, or to tow it on or off the Transporter.

→ Articles left in the vehicle (unless factory-installed). All loose parts, fragile or protruding accessories, low hanging spoilers, hubcaps, etc. must be removed and/or properly secured. Any part of the vehicle that falls off during transit is the Shipper's responsibility, including damage to any and all other vehicles caused by said part (or fluid).

→ Auto rental accruals will not be honored.

We reserve the right to refuse service to anyone who violates any of the terms and conditions written above. Or for any other reason we feel necessary. Threats, harassment, etc.

This agreement/contract is executed and accepted by this company in the legal venue and location of Kings County N.Y. 11230 U.S.A. All litigation, suits, legal actions or matters of law are in county of Kings in the state of N.Y. By signing this contract the owner/agent/shipper gives up the right to pursue any legal matter in any state and/or county other than the county of Kings in the state of N.Y.

This agreement/contract supersedes all prior written or oral representation of Swift Auto Transport Corp. and constitutes the entire agreement between shipper and Swift Auto Transport Corp. and may not be changed except in writing signed by an officer of Swift Auto Transport Corp. If any provision or part of this agreement is held to be invalid or unenforceable, all other parts of this agreement remain in effect.

Terms and conditions are subject to change at any time. All parties hereby agree to these terms and conditions.

**Print Name :** \_\_\_\_\_ **Date :** \_\_\_\_\_ **Sign :** \_\_\_\_\_