

SAFE WAY AUTO TRANSPORT TERMS & CONDITIONS



OUR GUARANTEE:

If your plans change at any point before we schedule your car for pick-up, you may cancel with a full refund of any fees paid. PERIOD! What we will charge you for:

- If you cancel within 72 hours of your scheduled pick-up time, a charge of \$100 will be made.
- If you cancel within 24 hours of your scheduled pick-up time, a charge of \$200 will be made.
- These charges are made because either our truck, or a third party carrier truck, was counting on your car to fill out his load, and must now find a replacement for your car. The shorter the time frame, the harder it is to find a replacement car.

If after being advised of the arrival time of the truck, you or your agent is not available within 2 hours after the arrival of the truck, during normal business hours or as agreed between you and the driver, a charge of \$25 per hour for each hour, after two hours, will be made. Truck drivers make money when they are rolling – not when they are sitting!

GENERAL PROVISIONS:

From this point forward it is agreed that the “Owner or Owners’ Agent” shall be referred to as “Shipper” and that “Safe Way Auto Transport Brokers” shall be referred to as the “The Broker” and any third party auto transporter shall be referred to as “The Carrier”.

1. Shipper warrants that he/she is the registered legal owner of the vehicle, or that he/she has been duly authorized by the legal owners to enter into agreement for transportation of the vehicle.
2. Shipper upon tender of shipment to The Carrier or its agent, and the consignee upon acceptance of delivery of shipment or its agent, shall be jointly and severally liable for any and all unpaid charges payable on account for shipment, including but not limited to, sums advanced or disbursed by The Broker or its agent on account of such shipment and any and all costs of collection including costs and reasonable attorneys fees.
3. Shipper shall not leave personal belongings in vehicle except those attached to and which are part of the vehicle. The Carrier shall not be responsible for loss of or damage to personal belongings, including without limitation any personal property which is not factory installed, that is not a part of the vehicle.
4. Unless the order has been pre-paid, or other arrangements have been made, Shipper shall pay all COD amounts, including any additional charges, in cash or certified funds. In the event that said forms of payments are not available at delivery the Shipper shall be responsible for any and all storage fees assessed. In order to expedite pick up/delivery the Shipper agrees to meet the carrier at a specified time and place if necessary.

5. Shipper shall pay and all costs, including without limitation storage, towing and additional delivery costs, incurred as a result of shipper's breach of any warranty or obligation under this Agreement. Signing The Carriers bill of lading at destination without notation of damage shall be evidence of satisfactory and damage-free delivery of the vehicle.
6. Carrier or their agents shall not be liable for the following:
 - A. Damage caused by fluids, acids, cooling system antifreeze, industrial fallout or damage caused by an act of god.
 - B. Damage, which is undetectable due to vehicle's condition or glass damage caused by normal wear and road use.
 - C. Mechanical functions, exhaust assembly, frame, alignment, tire damage, soft top convertibles, suspension, tuning of engine or damage that is a result of vehicle's factory engineered anchor point failure due to rust or age.
 - D. Auto rental accruals.
 - i. The Carriers responsibility for the described vehicle commences when the bill of lading is issued and signed by the driver and terminates when designated vehicle is signed for at destination. NOTE: The carrier is responsible for any transport damages not otherwise noted. *PLEASE CHECK YOUR VEHICLE UPON DELIVERY AND MAKE NOTE OF ANY DAMAGE.*
 - E. Damage resulting from overloaded vehicles.
 - F. Shipper is responsible for preparing vehicle for shipment. All loose parts, fragile or protruding accessories, low hanging spoilers, antennas, etc., must be removed and/or properly secured. Any part of the vehicle that falls off during transport is the Shippers responsibility including damages caused to any other vehicles involved. Security systems should be disarmed and any keys or transmitters for said device must be provided to the transporter.
 - G. Damage to Vehicles caused because:
 - i. Vehicles cannot be driven on or off transporter under its own power.
 - ii. Vehicles have defective or insufficient brakes, parking brake or parking gear.
7. Shipper agrees to indemnify, defend and hold The Broker and The Carrier harmless for any costs, expenses, damage, losses and claims caused by Shipper's breach of any warranty or obligation under this Agreement.
8. The Broker warrants and Shipper acknowledges that The Broker is licensed by the Interstate Commerce Commission or the proper authorizing governmental agency of the U.S. Government.
9. By Shipper's signature or agent's signature, The Carrier transporting the vehicle is authorized to operate and transport the vehicle from point of origin to the destination specified in the Bill of Lading. The Carrier is authorized to drive said vehicle either at origin or destination between the points of loading/unloading and the points of pickup/delivery, and Shipper shall provide insurance for same.
10. The parties acknowledge and agree that in the event that there are any unforeseen delays regarding delivery, Interstate Commerce Commission regulations require that all outstanding freight charges be paid without deductions. The shipper agrees to properly note any damage claimed while the driver is making the delivery, and to pay the balance of the delivery charges in cash or certified funds. Damages not noted on the Bill of Lading will not be honored (no exceptions). Any claim of damage caused by The Carrier must be made within 15 days of delivery in writing, specifying the damage claimed. The Carrier actually transporting the vehicle shall be liable for any and all damage claims arising from the transport. The Shipper 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. The Shipper agrees to release and hold harmless The Broker of any such claims.

