

TERMS AND CONDITIONS

1. Customer is the registered legal owner of the vehicle(s) and has authority to enter into this Agreement or has been duly authorized by the legal owner of the vehicle(s) to enter into this Agreement.
2. Customer shall prepare the vehicle(s) for transport by removing or properly securing all batteries, loose parts, fragile or protruding accessories, low hanging spoilers, antennas and other similar items. The Customer shall disarm any vehicle alarm system and provide Express Auto with any tools or keys necessary to disarm the system if activated. If the alarm system is activated during the transport of the vehicle, Express Auto may deactivate the alarm system by any means that it or the transport driver deems reasonable and effective. Customer releases any claims for damages that are caused by Customer's failure to fulfill these obligations.
3. Customer shall remove all detachable personal belongings from the vehicle(s). Express Auto may impose additional fees, in its sole discretion, for the transport of contents left in a vehicle. In no event, however, will Express Auto be responsible for the safe transport of any such contents.
4. Customer or his agent, who has been identified in writing to Express Auto, shall be present at the point of pick-up or delivery. If Customer or its authorized agent is not present for any reason, the vehicle(s) will be placed in storage, at Customer's cost.
5. All delivery dates and times are only estimates. Express Auto does not agree to transport the vehicle(s) in time for any particular market or event and will not be responsible for any loss or damage resulting from any delay. **NO EXPRESS OR IMPLIED WARRANTIES ARE MADE WITH RESPECT TO DELIVERY TIMES OR DATES.**
6. Express Auto may, in its sole discretion, subcontract its obligations hereunder. In such event, subcontractor shall be solely responsible for all obligations to Customer. Customer shall file all claims with the subcontractor identified on the Bill of Lading and hereby releases Express Auto from any and all claims arising out of or related to any actions or inactions of the subcontractor.
7. Customer authorizes Express Auto, its subcontractors, agents and employees to drive, park, store and otherwise operate or transport the vehicle(s) in any manner necessary to fulfill the obligations under this Agreement. Customer shall maintain insurance on the vehicle that shall extend to Express Auto's operation of the vehicle. Customer will provide proof of insurance on the vehicle(s) to Express Auto and will keep in force such insurance until transport of the vehicle is complete.
8. **IN NO EVENT SHALL EXPRESS AUTO, ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY DAMAGES EXCEPT FOR DAMAGES TO VEHICLES ACTUALLY TRANSPORTED AND ONLY TO THE EXTENT SUCH DAMAGES WERE CAUSED BY EXPRESS AUTO'S GROSS NEGLIGENCE OR INTENTIONAL CONDUCT.** Customer specifically agrees and hereby waives any other claims against Express Auto or its subcontractor including, but not limited to minor damages such as scratches, scrapes and chips that result from normal road conditions and wear and tear; damages caused by leaking fluids, battery acid and/or cooling system anti-freeze solution; industrial fall-out; mechanical malfunctions; exhaust assembly; frame; alignment; tire damage; suspension; glass damage; overloaded vehicles; defective or insufficient brakes, parking brake or parking gear; damage to loose, torn or visibly worn convertible tops; damage to vehicle boots, caps, masks, bras or any other type of covering; damage caused as a result of the inoperable condition of the vehicle; damage caused by tie-downs that break or tear due to vehicle's age or condition; damage that is undetectable due to the vehicle's dirty condition at the time of pick-up; or damage caused as a result of acts of God or other Force Majeure events. **ADDITIONALLY, EXPRESS AUTO TRANSPORT WILL NOT PROVIDE REIMBURSEMENT FOR AUTO RENTAL FEES RESULTING FROM DELAY, DAMAGE, OR ACCIDENT.**
9. Customer shall identify any damage to any vehicle(s) by noting the damage on the Bill of Lading received by Customer at the time of delivery. Any claims related to such noted damage must be submitted in writing to Express Auto or its subcontractor within 15 days of delivery, or, in case of failure of delivery, within 15 days of the date that vehicle was scheduled to be delivered. Customer hereby waives any damage claims that are not noted on the Bill of Lading or for which Customer has not submitted a timely written claim. Express Auto shall not be liable directly, in subrogation, or by assignment to Customer's insurance company for any claims paid by the Company. **IN NO EVENT SHALL EXPRESS AUTO BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**
10. Any deposit made by Customer shall be retained immediately by Express Auto Transport based on the completion of the transport of the vehicle unless otherwise cancelled by the customer. If Express Auto is unable to assign the vehicle for transport within 15 days, the entire amount of the deposit shall be refunded to Customer upon Customer's request to cancel transport with Express Auto Transport. In the event a carrier has been assigned to the transport the full deposit may be retained and considered earned by Express Auto Transport. Customer may additionally cancel this Agreement at any time prior to 15 days after the vehicle ready date. In such event, a cancellation charge of \$100.00 will be deducted from the deposit and the remaining deposit shall be returned to Customer.
11. The entire amount of the transport charge is due and payable without discount upon tender of the vehicle(s) regardless of the loss of, or damage to, the vehicle(s) at any stage of the transport. An additional charge of \$200 will be assessed if the vehicle becomes inoperative for any reason during the transport. An oversized vehicle fee of \$300 will be imposed unless such vehicle has been pre-approved and disclosed prior to transport.
12. Customer and/or its agent are jointly and severally liable for any and all unpaid charges including, but not limited to sums advanced or disbursed by Express Auto or its subcontractor and any and all cost of collection, including costs and reasonable attorney fees. Unless the order has been prepaid or Express Auto has otherwise agreed in writing, Customer shall pay all COD amounts, including any additional charges, in cash or certified funds. Express Auto will have a lien on the vehicle(s) for any charges that remain unpaid and any such lien will survive the delivery of the vehicles.
13. Customer shall defend, indemnify and hold Express Auto and its subcontractor harmless from any cost, expense, damage, loss and claim, including any third party property or personal injury claim, arising out of or related to Customer's breach of any warranty or obligation hereunder.
14. Performance under this contract shall be excused to the extent such performance is prevented by force majeure. The term "force majeure" shall include acts of God or the elements, acts of a public enemy, acts of terrorism, riots, strikes, labor disputes, fires, explosions, floods, acts or orders of civil or military authorities, or other causes beyond the reasonable control of the party declaring the force majeure events. Such excuse from performance shall continue until the force majeure event ceases to exist.
15. The provisions of this Agreement are severable and the invalidity and enforceability of any provisions herein shall not affect the enforceability of the remaining provisions which shall remain in full force and effect. This Agreement supersedes all written or oral agreements between Express Auto and Customer and may not be changed except when in writing by an officer of Express Auto.
1. This Agreement shall be governed by and construed in accordance with laws of the state of Ohio. The parties further agree that any legal action arising out of this Agreement shall be filed in a court of competent jurisdiction within Butler County, Ohio. Customer hereby submits to the jurisdiction of such courts and waives any and all defenses based on lack of personal jurisdiction.