

By signing this contract (hereafter "agreement") customer (hereafter "you" or "your") hereby, comprehends and agrees to the terms and conditions of hiring Aero Auto Transport INC. (hereafter referred to as "we" or "us"), a licenced and bonded auto transportation company, for the shipment of their vehicle(s). This agreement is solely between the customer and his/her agent and Aero Auto Transport INC. By signing this agreement you hereby agree that you have legal ownership of the vehicle(s), or have been permitted by the legal owner of the rightful owner of the vehicle(s), and are authorized to sign this agreement. This agreement is effective as of the date signed and acknowledged by Aero Auto Transport. Aero Auto Transport reserves the right to amend these terms and conditions at our discretion without any prior notice. Thus, once you sign the following terms and condition you must abide by them:

#### AERO AUTO TRANSPORT INC.

#### WILL COOPERATE WITH LOCAL, STATE AND FEDERAL AUTHORITIES

#### Aero Auto WILL NOT BE LIABLE FOR THE FOLLOWING (NO EXCEPTIONS)

1. Damage caused by leaking fluids, battery acid, cooling systems, anti-freeze, industrial fallout, road hazards and acts of God
2. Damage which is unable to be detected due to vehicle's dirty condition, loading in bad weather and loading in darkness
3. Not responsible for articles shipped in vehicle or damage caused by articles while in shipment and/or resulting from any acts of vandalism
4. Damage to any glass or body flexing (such as t-tops, convertible tops, cloth tops, removable tops)
5. Damage to tires (such as cuts, punctures, scrapes) or tire pressure monitors
6. Aero Auto will not honor claims for auto rentals, downtime, loss of use time, diminished value or any other expense incurred by owner while the vehicle(s) is being shipped
7. Radio antennas should not extend more than three inches above fender or hood level of the vehicle while being transported. All power antennas must retract.

Aero Auto is not liable for damage caused to antennas which do not meet these guidelines.

8. Damage resulting from overloaded vehicles, not running under own power, or vehicles without brakes (including parking brakes)
9. Aero Auto does not guarantee pick up or delivery on any particular schedule
10. Mechanical function such as exhaust, frame alignment, suspension or undercarriage of vehicle as inspection of these items by Aero Auto is not practical at time of shipment
11. Damage caused by freezing of cooling system and/or batteries. Protection from freezing if furnished will be by and at the expense of the shipper
12. Aero Auto will not be responsible for picking up titles, keys and/or loose parts from Salvage yards

13. Any damage resulting from failure of factory tie down brackets or pull through of frame tie down holes
14. Not responsible for air leveling suspension or air ride devices
15. Carrier's responsibility begins when the shipper or his agent signs the bill of lading at pickup, and terminates when the shipper or his agent signs the bill of lading at delivery. AERO AUTO must be notified, should the shipper be unavailable for pickup or delivery, and his agent must be designated at that time.
16. Shipper is responsible for preparing the vehicle(s) for transport, all loose parts fragile or protruding accessories, low hanging spoilers, fog lights, antennas, etc., must be removed and/or properly secured. Any part that falls off in transit is shipper's responsibility, including damages done by said part to any and all vehicles involved. Please insure parking brakes are in working order
17. AERO AUTO does not guarantee transport by any specific driver/carrier. Primary Insurance for your vehicle(s) is provided by the carrier assigned to your move. Owner / agent agrees to a \$1000.00 deductible in the event of a claim against AERO AUTO INC due to loss or damage to the vehicle. Fire, theft, and collision coverage will have the full benefit of Owners Comprehensive Insurance in effect by the owner. It is agreed, Owners Insurance Company has primary responsibility. Insurance coverage on covered vehicles, \$10,000.00 (by federal motor carriers) Aero Auto INC carries up to \$20,000 with \$1000.00 deductible. If not insured, owner ships at own risk. Salvage vehicles, inoperative vehicles or vehicles which are rusted out or have severe physical damage WILL NOT BE INSURED. Aero Auto will only pay up to \$25 per hour for labor and may use aftermarket or used parts in the event of a repair.
18. Owner/agent fully understands that the vehicle is subject to the terms and conditions of the trucking company used for the shipment of said vehicle. It shall be the sole responsibility of the owner to settle any claims directly with any independent contractor. Aero Auto will furnish owner with carriers insurance certificate and carrier information to assist with any claim
19. AERO AUTO hereby notifies shipper that his vehicle will be driven on and off the transporter, or to and from the transporter at the pickup or delivery site, should the carrier be unable to access either site. This does not relieve the shipper/agent from making a reasonable effort to meet the truck at a safe location. It will be the responsibility of the shipper and receiver to provide a safe loading and unloading area. This must be a private area, not obstructed by traffic. It is unlawful to load or unload on public streets. (Please keep in mind that the truck is 75 feet long bumper to bumper, 85 feet with overhangs and 4 inches off the ground) If vehicle is not made available to transporter once they have been dispatched and pickup date has been confirmed, you will be charged a dry run fee (50% of freight bill) to cover transporter expenses. If shipper or receiver is unable to get the vehicle(s) to the truck, or if vehicle(s) is not road legal we may be required to call in a local towing company to assist in loading or unloading at the expense of the shipper and/or receiver
20. All charges must be paid and cleared in full to the office before the vehicle is unloaded from the truck. Driver will not accept payment. Unless other arrangements have been made, all COD amounts including additional charges incurred, must be paid to the office prior to the delivery of the vehicle. Attempting to pay by personal check will only delay delivery and may result in additional storage fees.

21. All vehicles to be delivered with a balance due shall be paid by CREDIT CARD (4% convenience fee added to total), CASHIER'S CHECK (US funds), or VERIFIABLE ELECTRONIC TRANSFER (AERO AUTO is not responsible for any bank fees). All charges are to be paid in full prior to delivery. Should delivery be attempted after Aero Auto INC attempts to notify shipper with a delivery time frame (3 to 24 hours voice notification to phone numbers provided by shipper and/or email to email address on file) and shipper or his agent does not have proper funds or is unavailable to receive delivery the vehicle(s) will be taken to and left a terminal and/or storage facility at the discretion of AERO AUTO INC., where shipper will have to retrieve and pay for storage and/or redelivery fees. All shipment fees and storage fees must then be paid in full to Aero Auto's office prior to the vehicle being released. Storage fees vary by city and state.
22. All cancellations or changes to your customer vehicle contract must be called or emailed to our office prior to 7 business days before pickup date. In the event an order is cancelled outside of this timeframe, all deposits will be forfeited. If a truck has been dispatched, Aero Auto may charge a dry run fee to cover expenses.
23. Door to door delivery is defined as: The truck driver will come as close to the pickup and delivery locations as possible. If the truck is unable to get to the address the shipper provided, it is the Customer's responsibility to meet the truck driver at a location nearby where the vehicle can be loaded or unloaded safely
24. Provisions in this agreement supersede all written and/or oral agreements or understanding between Aero Auto and the shipper and may not be changed except in writing by an officer of the company. Shipper designates person(s) listed at pickup point or final destination as appointed agents for the purpose of delivery to, or accepting owner(s) vehicle(s)
25. No items should be in the vehicle(s) at time of shipment, especially explosives, guns, ammunition, flammable products, narcotics, contraband, negotiable and legal papers, alcoholic beverages, jewelry, furs, money or any items of value, live pets and plants. There may be some exceptions, however these must be cleared with the office in writing prior to transport. Failure to notify the office of any additional items may result in FEES.
26. It is standard industry practice to charge additional amounts for both inoperable vehicles and oversized vehicles. The vehicle is considered inoperable if it is unable to drive on and off the truck by its own power, is unable to steer or does not have working brakes and parking brakes. Oversized is considered when we are not correctly informed of the vehicle make and model, or any modifications such as light racks, extensions, oversized tires, lift kit or any other external items. Please inform us so we made provide you with a correct quote and make any needed arrangements for such items. If we discover a vehicle is inoperable or oversized upon pick up an additional fee of \$100-\$500 will be added to the bill and must be collected before the vehicle is unloaded at delivery. Please confirm all the information about the vehicle prior to pick up
27. AERO AUTO and its agents must also be notified of any damage or theft by phone, text or email immediately. Once Aero Auto INC has been notified of any damage shipper must submit in writing a description of damage or theft, clear pictures, and 2 estimates within 10 days of receipt of said vehicle directly to the designated carrier for any resolution to be initiated. AERO AUTO INC. will support you in this effort should such a problem occur, but in no way will AERO AUTO INC. accept responsibility for any negligence of the assigned carrier. If your vehicle is valued at a higher than market rate, we suggest you purchase a special insurance rider.

28. If damage or theft should occur, all moneys owed for transport must be paid in full (as per FMCSA) to initiate a claim. Damage must be noted in the proper place on the bill of lading, and signed by driver and shipper, regardless of weather, or time of day. Signing the bill of lading without any notation of damage verifies that shipper or his agent has received the vehicle in good condition 29. These additional fees may apply:

\*labor rate \$100 per hour

\*detention of truck \$100 per hour

\*when picking up a vehicle(s) from a salvage yard, if Aero Auto is needed to pay a storage fee a 5% convenience fee will be added