

## **TERMS & CONDITIONS**

- 1- AUTO CARRIER CORP agrees to have vehicle(s) described on the quotation shipped on or about the dates requested. AUTO CARRIER CORP may designate a reliable carrier/agent to fulfill the terms and conditions of this agreement. AUTO CARRIER CORP or its Agents do not guarantee a specific pickup or delivery date.
- 2- The order placed is subject to all terms and conditions of the carrier's bills of lading, copies of which are available at the office of carrier or electronically upon request.
- 3- Carriers' responsibility begins when the shipper or their agent signs the bill of lading at pickup and terminates when the shipper or their agent signs the bill of lading at delivery. AUTO CARRIER CORP must be notified, should the shipper be unavailable for pickup or delivery, and an agent must be designated at that time.
- 4- By either submitting your order online, by fax or by email, AUTO CARRIER CORP understands you are placing your order and you accept the terms and conditions (in lieu of your signature) found here and on AUTO CARRIER CORP's web site.
- 5- All vehicles need to be paid in full upon receipt of the order to guarantee a space in the designated truck/carrier. If a vehicle is transported with a balance due, the money owing shall be paid by DIRECT DEBIT, CREDIT CARD OR EMAIL TRANSFER ONLY. Should delivery be attempted after notification (3 to 24 hours voice notification to phone numbers provided by shipper) and shipper or agent does not have proper funds or is unavailable to receive delivery, the vehicle(s) will be taken to and left at the nearest terminal at the discretion of AUTO CARRIER CORP, where shipper will have to retrieve it and pay for storage and/or delivery fees. If the vehicle is delivered at a terminal, storage fees apply.
- 6- AUTO CARRIER CORP does not guarantee transport by any specific driver/carrier. Primary Insurance for your vehicle(s) is provided by the carrier assigned to your move.
- 7- If you are shipping an inoperable vehicle, you may be required to help load and unload said vehicle at the discretion of the driver. Should your vehicle(s) become inoperable during transport, an inoperable fee of \$150, will be due at time of delivery in addition to any other monies owed. It is shipper's responsibility to make sure vehicle is in proper working order.
- 8- AUTO CARRIER CORP or its agents reserve the right to cancel any shipment at any time due to customers' inappropriate or disrespectful behavior verbally or in writing towards any of its employees. Should this situation arise, the vehicle will be taken to and left at the nearest terminal at the discretion of AUTO CARRIER CORP, where it can be picked up by the customer at their own expense.
- 9- AUTO CARRIER CORP or its agents will not be responsible for vandalism, acts of god (fire, flooding, hail, sandstorm, tornadoes, and earthquakes) or objects flying from the road or sky during transport (e.g., rock chips, debris from the highway). Shippers should maintain their own insurance for these reasons. Should you purchase the extra insurance premium at the time of booking, such insurance only covers glass damage if the glass becomes cracked during transport.
- 10- 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. Any part that falls off or is blown away by the wind while in transit is shipper's responsibility, including damages done by said part to any and all vehicles involved. Personal items are permitted in the backseats or trunk, as long as they are below the window, however, AUTO CARRIER CORP is not responsible for any loss or damage to such personal items. It is Auto Carrier Corp's discretion to charge an overweight fee of \$200.00, should the limit be crossed.



- 11- Should AUTO CARRIER CORP designate or assign the order to a third-party carrier/agent, at the moment of possession, by this agreement, AUTO CARRIER CORP will not be liable for any misdeed, occurrences, incidentals, accidents, misbehavior or liabilities. Third party carrier/ agent are other transport companies, owner operators or brokers.
- 12- If damage or theft should occur, all monies owed for transport, if any, must be paid 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 (if shipper or agent is not available the transporter may sign for them). Signing the bill of lading without any notation of damage verifies that shipper or their agent has received said vehicle in good condition and that AUTO CARRIER CORP and its Agents are relieved of any further responsibility. Shipper or their agent MUST check vehicle thoroughly regardless time of day.
- 13- AUTO CARRIER CORP and its Agents must also be notified of any damages at delivery with a proper description and clear pictures. Such damages must be properly noted on the BOL at the time of delivery. Should Auto Carrier Corp determine that the damage was occurred while in transit, you must obtain 2 to 3 estimates within 5 days of delivery date of said vehicle directly to the designated carrier for any resolution to be initiated. Should your vehicle be damaged by a 3rd party carrier, Auto Carrier Corp and its agents will support you in this effort, but in no way will accept responsibility for any negligence of the assigned carrier. Auto Carrier Corp has the right to send the vehicle for repair to its trusted/preferred repair shops (as long as they are licenced) and has the right to repair the vehicle with after-market parts. Auto Carrier Corp is not obligated to get an estimate from or get the vehicle repaired at the shop desired or suggested by the customer. If your vehicle is valued at a higher than market rate, we suggest you purchase a special insurance rider through your own insurance company. Upon repair of said damage, shipper must pay in full the applicable deductible, unless such deductible has been bought down at the time of booking.
- 14- Any claim or controversy arising from or relating to this agreement, or the performance or breach thereof, shall be subject to the jurisdiction of Calgary, Alberta. Shipper specifically waives any right to judicature of this matter at any other location. AUTO CARRIER CORP can only be liable for up to the amount of the deposit located on your quotation. In no case can AUTO CARRIER CORP be held liable for the designated carrier's damage. Auto Carrier Corp will provide carriers insurance certificate and carrier information should any controversy arise.
- 15- AUTO CARRIER CORP will pay up to \$25.00 per day toward a rental vehicle, if 2 weeks have passed after the ETA (estimated time of arrival) provided by its agent(s). Rental reimbursement covers primary vehicle only. Reimbursement is limited to 7 days or a total reimbursement of \$175.00 and does not include outside Canada or NWT. Rental car will not be honored while vehicle(s) is being repaired should damage occur. A rental car receipt must be provided in order to receive reimbursement.
- 16- If you place an order with us by sending us your signed work order, an administrative cancellation fee (\$400) will be assessed to pay for services rendered. Any cancelled order that was paid in full will lose the convenience fee (if applicable) regardless of booking status. If your vehicle is not made available at the time of pick up or up to 4 days before, to the assigned carrier, AUTO CARRIER CORP could or will refuse refund of the total amount of the order for a DRY RUN (empty spot on trailer). AUTO CARRIER CORP reserves the right to give the customer one-hour notice for "Meet the Driver" service, should the vehicle not be ready for this service, driver may leave without the vehicle and charging the customer for the full amount for the order (DRY RUN). AUTO CARRIER CORP reserves the right to cancel your booking at any time. If exercises this right, your deposit and any other fees paid will be refunded, provided the vehicle has not been picked up and the cancelation happens more than 24 hours prior to scheduled pick up date and time.



- 17- AUTO CARRIER CORP is a licensed Carrier. We are responsible for booking the shipment of vehicles with a licensed and insured Motor Carrier Corporation, who handles their own damage claims. It may take a few weeks to process your claim, since the drivers must return to their terminals with the original Bill of Lading condition reports.
- 18- AUTO CARRIER CORP 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 consignee from making a reasonable effort to meet the truck at a suitable location. 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 or the full amount to cover transporter fuel expenses
- 19- AUTO CARRIER CORP reserves the right to hold your vehicle until payment is made in full for transporting and or damages that accrued and or any fees, plus storage fees will apply. All the amount owed to AUTO CARRIER CORP must be paid to AUTO CARRIER CORP before the vehicle is released.
- 20- AUTO CARRIER CORP will try to provide the best service possible transporting your vehicles, many things may occur outside our control please read our terms carefully. The usage of our website you agree to our terms, and any action that is taken against that is not supported, frivolous or outside our terms you may or will be responsible for our costs to defend ourselves and you agree to pay all our costs in full within 24 hours. Non-disparagement. AUTO CARRIER CORP has internal procedures for complaints and disputes to be addressed and resolved. The Customer agrees to take no action which is intended (nor will cause or cooperate with others to), to harm AUTO CARRIER CORP or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to AUTO CARRIER CORP, publicly criticize, complain, ridicule, disparage or defame AUTO CARRIER CORP or its products, services, policies, directors, drivers, shareholders, or employees, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or any third party, social media or emails and whether or not they are made anonymously or through the use of a pseudonym). You agree to provide full cooperation and assistance in assisting AUTO CARRIER CORP to investigate such statements if AUTO CARRIER CORP reasonably believes that you are the source of the statements. The parties agree and acknowledge that this no disparagement provision is a material term of this Agreement, the absence of which would have resulted in AUTO CARRIER CORP refusing to enter into this Agreement.
- 21- CHANGES TO SERVICE: The Website is expected to change from time to time. AUTO CARRIER CORP reserves the right to change any service offered or content, or the features of any service offered at any time with or without notice.
- 22- AUTO CARRIER CORP LIABILITY DISCLAIMERAUTO
  CARRIER CORP OR ITS AGENTS SHALL NOT BE RESPONSIBLE FOR THE FOLLOWING:
  (THESE EXCLUSIONS ARE ALL STANDARD BUSINESS PRACTICES OF THE AUTO
  TRANSPORTATION INDUSTRY)
- 1.Undercarriage, anything underneath of the vehicle, charging system (No evaluation is made of these components or systems at pickup location) therefore AUTO CARRIER CORP or its agents do not accept responsibility for them.
- 2. Damage not detected at pickup location due to poor weather or lighting conditions.
- 3. Damage or fines incurred because shipper left personal or household items in vehicle.
- 4. Damage caused by leaking fluids, such as battery acid, motor oil, transmission fluid, brake fluid, power steering fluid, radiator coolant, or fallout resulting from acts of god.





- 5. Damage caused by objects from the highway such as rock chips.
- 6. Damage to cloth or vinyl convertible or decorative tops over 6 years old.
- 7. Damage caused by vandalism during transport.
- 8. Damage caused by freezing of cooling system and/or battery.
- 9. Damage to any attachment or accessory of the vehicle including, but not limited to automotive tops, head racks, tonneau covers, running boards, canopies, hitches and any other exterior parts that have been added or modified in the vehicle.
- 10. Damage to or caused by any vehicle that cannot be driven on or off the transport under its own power. (Vehicle will not run, or has lost its braking system)
- 11. Should your vehicle cause damage to another or to the equipment due to your vehicle malfunction you will be held responsible and AUTO CARRIER CORP may hold your vehicle until payment is made.