

# AGREEMENT OF TERMS AND CONDITIONS OF SHIPPING

This Agreement supersedes all prior written or oral agreements and understandings between Professional Car Carriers and the owner/shipper and constitutes the entire agreement between Professional Car Carriers and the owner/shipper. This Agreement may not be modified except in writing and when signed by an officer of Professional Car Carriers.

- **PICK UP AND DELIVERY:** Professional Car Carriers always attempts to pick up and deliver your vehicle as close as possible to the specified dates. However Professional Car Carriers does not guarantee such dates. Rental of a replacement automobile will be at the expense of the owner/shipper. In the event that either the pick up or delivery address is inaccessible by Professional Car Carriers units and a tow truck is required, all tow charges will be the responsibility of the owner/shipper/receiver and will be in addition to the transport charge. If your vehicle is inoperable, or becomes inoperable during transport and consequently needs pushing to load or unload, 50% will be added to the original rate plus handling charges as applicable.
- **CONDITION OF THE VEHICLE:** Professional Car Carriers drivers will complete a visual inspection of the vehicle upon pick up, noting any obvious damage. Please ensure that the vehicle is washed just prior to pick up to aid in this inspection. In the event that the vehicle is not clean and dry enough for an adequate inspection, you will be asked to sign a waiver which will release Professional Car Carriers from all responsibility for normally visible surface damage regardless of cause. Upon delivery and prior to signing, you or your agent must inspect the vehicle with the Professional Car Carriers driver and make a note of any new damage on the delivery receipt. Unless the damage is described, **the vehicle will be considered as received in good condition without exception.**
- **CLAIMS WILL NOT BE HONORED "AFTER THE FACT."** Professional Car Carriers will not be held responsible for the mechanical condition of any vehicle including exhaust assembly, alignment, suspension and engine tuning as it is impossible to accurately determine the condition at the time of pick up. Professional Car Carriers will not be held liable should any part break in transit during normal handling regardless of cause.

**YOUR VEHICLE IS COVERED UNDER PROFESSIONAL CAR CARRIERS INSURANCE (\$500 DEDUCTIBLE) EXCEPT FOR THE FOLLOWING:**

1. damage caused by leaking fluids,
2. battery acids,
3. cooling system anti-freeze solution,
4. industrial fallout or fallout resulting from acts of nature;
5. damage or loss of loose parts or special equipment when not listed on the bill of lading
6. and/or when not properly wrapped and stored so as to prevent loss or damage;
7. damage caused by freezing of the cooling system or batteries where protection from freezing will be the responsibility of and at the expense of the shipper;
8. dead or weak batteries;
9. damage to radio antennas that are extended more than three inches.

- **CONTENTS OF THE VEHICLE:** Articles of personal property shall not be left in the vehicle. Under no circumstances should the vehicle include explosives, guns, ammunition, flammable products, alcoholic beverages, food, prescription or non-prescription drugs, jewelry, furs, money, live plants or animals or contraband of any type.
- **BORDER ISSUES:** Due to recent security issues, both United States and Canada Customs and Immigration regulations have become much stricter and border security much tighter. Should your vehicle be detained at the border or refused entry for any reason, Professional Car Carriers will immediately call you and do our best to resolve the situation. However, Professional Car Carriers cannot be held responsible should customs or immigration determine your vehicle is inadmissible or if your documentation is deemed unsatisfactory and that you will be denied entry. In either event, all customs related charges for wait time, bond fees and for the storage and/or the return of your vehicle to you, will be your responsibility. The original transportation charges are non-refundable. During the normal course of crossing the border with your vehicle, all customs paperwork charges including bonds, duties, taxes, after hours charges, etc. are the responsibility of the customer. A one hour maximum is allotted for border clearances. If our truck is delayed at the border due to any illegal or prohibited items found in your vehicle, Professional Car Carriers reserves the right to charge \$100.00 per hour for every additional hour we are detained by customs officials. Extra charges will be assessed for services rendered above and beyond these specified terms and conditions.
- **PAYMENT:** Payment must be by Visa, MasterCard or certified cheque and is required at the time of the pickup of your vehicle.
- **ADDITIONAL CHARGES:** Where extra charges are incurred, they must be paid in full at time of delivery.
- **CANCELLATIONS:** No charge will be made for cancellations 7 days or more before scheduled pickup. Cancellation within 7 days but before 48 hours will be charged \$200.00. Cancellations within 48 hours will be charged at the full amount originally quoted.
- **CLAIMS:** You must report insurance claims to Professional Car Carriers within 24 hours of delivery. Remember there is a \$500.00 deductible for all claims.

I have read, understand and agree to the above terms and conditions.

**SIGNATURE**

**PRINT NAME**

**MM/DD/YYYY**