

CONTRACT CONDITIONS AND TERMS

The Owner/Shipper and **CHIP'S TRANSPORT SERVICE** agree to the following:

1. By Owner's signature or his/her agent's signature **CHIP'S TRANSPORT SERVICE** and driver or agent's jointly and separately are authorized to operate and transport the vehicle(s) from the point of origin specified on the reverse side to the point of departure from truckaway service and to the specified destination via any mode.
2. **CHIP'S TRANSPORT SERVICE** agrees to make all efforts possible to provide the most expedient shipment of described vehicle(s) insofar as they will not compromise their standard of safety and quality. The owner understands that ample notice of intent to ship is a primary contingency factor. The Owner and **CHIP'S TRANSPORT SERVICE** also understand that any shipment, regardless of type of service, may be delayed due to adverse weather or road conditions, illness, advance age of car, supply and demand for trucks and drivers etc.
3. Owner must designate persons at pick-up point or final destination, listed here on reverse side, as appointed agent(s) for the purpose of picking up from or delivering to the Owner's vehicle(s).
4. Any items left or packed in the vehicle must be cleared with **CHIP'S TRANSPORT SERVICE** prior to shipment. **Weight limit - 100lbs.!** The following articles cannot be in the vehicle *at any time*: explosives, guns, ammunition, flammable products, narcotics, negotiable and legal papers, alcoholic beverages, jewelry, furs, money, articles of unusual value, live pets, live plants, furniture or contraband. Owner agrees that **CHIP'S TRANSPORT SERVICE** /agents may confiscate and/or dispose of said item with no remuneration. **CHIP'S TRANSPORT SERVICE** will not be held responsible for the delivery of personal property, if you put items in the vehicle, you do so at our own risk!
5. Should this order be cancelled for any reason, *before* being assigned to a truck or driver, an administrative charge will be assessed in the amount of \$50.00. If cancellation occurs *after* the order has been placed with a truck or driver, a fee of \$100, in addition to the administrative fee will be assessed to compensate the truck. The administrative fee will be credited towards rescheduling of the shipment, providing this occurs within a reasonable amount of time. Notification of intent to cancel made by telephone *must* be followed by notification in writing to **CHIP'S TRANSPORT SERVICE**, by certified mail.
6. If the Carrier is delayed at point of pick-up or delivery, through no fault of the Carrier, or through any act of failure to act of the Owner/agent(s), contrary to the provisions of this agreement, a late charge will be assessed at the rate of \$15.00 per hour, subject to a maximum of \$120.00 for any 24-hour period. Such charges will be in addition to all other charges, provided herein.
7. Any court action against Carrier must be filed in a court within the jurisdiction of its place of business. Should Owner/shipper commence a lawsuit against Carrier and Carrier prevails, then Carrier will be entitled to reimbursement for all its attorney fees and court costs from shipper.
8. Owner will be responsible to provide valid and current comprehensive insurance coverage of vehicle. Carrier will not knowingly transport any uninsured vehicle(s).
9. If vehicle(s) is vandalized either during shipment or while awaiting shipment, Carrier will not be held responsible. Owner will have to submit claim to its own insurance company and absorb the loss if there is no insurance.

CHIP'S TRANSPORT SERVICE IS NOT RESPONSIBLE FOR THE FOLLOWING:

1. Damage unable to detect due to auto's dirty condition, loading after dark in a badly lit place, or weather conditions.
2. Any articles left in vehicle.
3. Any aftermarket add-on equipment that is not factory installed or any damage these items may cause.
4. Costs or expenses, including towing or repair charges, resulting from malfunction of vehicle(s).
5. Damage to vehicle(s) due to road hazards or vandalism.
6. Damage caused by leaking fluids, oils, battery acid, cooling systems, antifreeze solutions, brake fluid, or industrial fallout when damage is not due to Carrier negligence.
7. Mechanical functions, exhaust systems, tail pipe, muffler, alignment, suspension, emergency brakes, tuning of engine, transmission, clutch, or drive train. Inspection of these items is not practical at time of shipment.
8. Auto rental accruals.
9. Delivery on any particular schedule. Contact of Carrier is governed by terms and conditions of the Uniform Straight Bill of Lading, also by driver's hours of service as regulated by the Department of Transportation.
10. Any act of God.
11. Damage caused by freezing of cooling system and/or batteries. The protection from freezing will be the responsibility of the Owner.
12. Damage to radio antennas that extend more than three (3) inches above fender or hood level.
13. All autos over \$15,000 in value must be declared *and* co-insured by Owner.

ADDITIONAL TRUCKAWAY CONDITIONS

1. Owner agrees to allow **CHIP'S TRANSPORT SERVICE** to act as its agent in dealing with other trucking facilities, and to exercise its efforts on owner's behalf in placing the order with a transport company it deems fit. Said transportation company will route vehicle(s) from origin to destination, by a route within its discretion, and does not agree to any specified routing. **CHIP'S TRANSPORT SERVICE** cannot make any guarantees for exact pick-up or delivery time or day. **CHIP'S TRANSPORT SERVICE** cannot guarantee, or be responsible for performance of other trucking companies.
2. **Owner understands that vehicle(s) order is also subject to the terms, conditions and deductibles of the specific trucking company used for shipment. If your car is damaged in transport, CHIP'S TRANSPORT SERVICE is required to furnish you with the trucking company's insurance information so that you may file a claim with them directly.**
3. Any claim, including but not limited to, damages arising out of the use of a truck to transport Owner's vehicle(s) must be taken up directly with the delivering trucking company. If there is any damage, the liability for the same lies solely with the transporting Carrier. **CHIP'S TRANSPORT SERVICE** will furnish Owner with name, address and phone number of the particular Carrier used for transport, and will assist Owner in providing any other necessary information, should a claim arise.
4. If there is any problem upon delivery of the vehicle(s), the balance due must be paid *before* a claim can commence. Next, the damage should be properly noted, while the driver is there, on the front Bill of Lading. Then a copy of the damage report should be sent to the trucking company immediately, so as to facilitate the claim. Signing of the Bill of Lading at destination, without immediate notation of damage, shall be evidence of satisfactory delivery of vehicle(s). Regardless of weather or time of day, vehicle examination shall be the responsibility of the Owner/agent.
5. **No claims shall be accepted unless noted upon delivery of vehicle(s) in the presence of the Driver. All claims subject to a \$500.00 deductible. Claims resulting therefore must be in writing to CHIP'S TRANSPORT SERVICE providing photographs with actual proof of damage along with 2 estimates for repair. Claims must be made within fifteen (15) days, or will not be honored.**
6. All oversized vehicles such as recreational vehicles, vans, jeeps, Broncos, Blazers, Troopers, and the like, which take up more than normal space on a truck, will be charged an additional fee. Such fee will be added onto the final amount to be collected should it be discovered that the vehicle is oversized and was not quoted initially.
7. Nothing in this contract shall be construed as making it binding on the Carrier to pick-up and/or deliver shipments at locations from, or to which it is impractical to operate Carrier's equipment on account of conditions of highways, streets or other passageways, inadequate loading facilities, civil commotions, military actions, or local ordinances.