

## Contract Terms and Conditions

1. **Definitions:** "Carrier" refers to CarsArrive Network, Inc. ("CarsArrive") and its employees, agents, parents, subsidiaries, and companies including any third-party carriers involved in the movement of the Vehicle(s) described herein. "Shipper" refers to person or persons identified on this document and for whom the services and carriage are being performed. "Vehicle(s)" refers to the cargo being carried for the Shipper.
2. **Delivery and Acceptance Conditions:** Shipper shall remove all non-permanent outside mounted luggage or other racks prior to shipment. Shipper shall not deliver the Vehicle to Carrier with more than ½ tank of fuel on domestic moves or ¼ tank of fuel on international moves. At delivery to the Carrier, the Shipper must furnish the Carrier with the keys to the ignition, doors, trunk and tonneau covers. If the Shipper has an alarm system, it must be deactivated, except those systems activated by the door lock. In addition to the below disclaimers, limitations and legal rights, the Carrier shall not be liable for: damage or loss of loose parts or special equipment not listed on this document, damage caused by Vehicles with non-working or defective brakes, Vehicles unable to be driven on and off the transport truck under the Vehicles own power and repossessed Vehicles. The Carrier reserves the right to refuse service.
3. **Cancellation:** If a cancellation is received after the Vehicle is dropped off to the Carrier or picked up by the Carrier, the Shipper will be responsible for a cancellation fee and any other transportation or storage fees that may apply.

## Liability Disclaimers, Limitations and Legal Rights

4. The Carrier is not responsible for consequential damages of any kind, in any way related to the Contract or the relationship between the parties in this document, including damages sought under tort and equity theories and specifically including but not limited to, vehicle rental costs resulting from delays or damage to the Vehicle or any other reason whatsoever.
5. Personal effects and property shall NOT be left in the Vehicle. The Carrier is NOT responsible for personal effects or property of any kind left in the vehicle. Vehicles must be tendered to the Carrier in good running order, otherwise, the Shipper may be subject to additional fees. The Carrier is NOT responsible for C.D. players and changers, radar detectors, GPS, navigation systems, stereos, car phones, cassettes or any other non-stock items.
6. The following items "CAN NOT" be transported within the Shipper's vehicle: hazardous materials, corrosive cleaning products, gas containers, plants, paint cans, aerosol cans, propane tanks, nitrous tanks, foods, firearms and ammunition.
7. The Carrier shall in no event be liable for acts of God, acts of public authority, acts of public enemy, acts of the Shipper or inherent vice. The Shipper agrees that the liability of the Carrier for loss or damage to the Vehicle is limited to a maximum coverage up to the Actual Cash Value (ACV) of the vehicle or \$100,000.00, whichever is less.

Any claim for loss or damage must be noted on the condition report at the time of delivery and actual notice of the claim must be reported to CarsArrive Network either by email at [mycar@carsarrive.com](mailto:mycar@carsarrive.com) or by phone at (877) 825-4143.

8. The Carrier shall not be responsible for any undercarriage damage or damage caused by leaking or foreign fluids, nor shall the Carrier be responsible for mechanical functions, exhaust assemblies, alignment, suspension, air dams, tires, rims, convertible tops, louvers, spoilers, fog lights, freezing of cooling systems, or antennas. The Carrier is not responsible for an interior inspection or condition. The Carrier is not responsible for damage caused to or by tonneau covers or bed liners. The Carrier shall not be responsible for diminished or loss of market value nor shall the Carrier be responsible for loss of use or loss of time.
9. The Shipper warrants they will pay all sums due to the Carrier for delivered Vehicles and will not seek to charge back a credit card or stop payment on a check to offset any dispute for delays or damage claims and will abide by the terms of this Contract to handle such disputes. All retail orders are to be prepaid. The Carrier shall have a possessory lien on the Vehicle for all sums due but not paid and may refuse to release the Vehicle until payment is rendered or adequate surety for payment is provided. If the Vehicle is not claimed from one of the Carrier's terminals within 3 days of its arrival, the Carrier will seek legal title to the Vehicle and may sell it or otherwise dispose of the Vehicle as allowed by the law.
10. Vehicles remaining at the Carrier's destination terminal are subject to storage fees beyond the third day of arrival. Vehicles remaining at the Carrier's origin terminal due to non-payment are subject to storage fees beyond the first day.
11. The Shipper acknowledges the Carrier may subcontract with or direct third-parties, including other carriers and warehousemen, to provide services and carriage under this Contract and that those third-parties shall enjoy the benefit of all legal protection and rights under this Contract, including all limitations of liability and defenses afforded the Carrier hereunder.
12. This Contract supersedes all prior written or oral representation of the Carrier, and constitutes the entire agreement between the Shipper and the Carrier and may not be altered, except in writing and signed by the Carrier's duly authorized representative.
13. This Contract shall be governed by Title 49 U.S.C. SS 14706 and by the laws of the State of Indiana where title 49 is silent. Any action related to this Contract must be brought in the federal court having jurisdiction in and for Carmel, Indiana or state court in Carmel, Indiana.