

## AMERICAN AUTO TRANSPORTERS, INC. (AAT)

WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS AS A RESULT OF AND/OR DAMAGE TO:

1. AAT can't guarantee in time for any particular market or event and will not be responsible for loss or damages occasioned by unavoidable delay. There are absolutely no guarantees made, expressed or implied, regarding delivery times or dates.
2. Auto rental accruals will not be honored under any circumstances.
3. Leaking fluids, battery acids, anti-freeze, industrial fallout, rock chips or from acts of God including any weather conditions.
4. Inability to detect conditions of vehicle because of weather or dirty condition of the vehicle.
5. Any and all mechanical functions, undercarriage, frame, exhaust assembly, muffler, tailpipe, spoiler, alignment, transmission, suspension, drive train, engine, rear end, motor mount, wiring systems, window motors, radio, stereo, sound systems, power steering, airbag, brake cable or brake systems, antennae or power antennae systems, and vehicle computerized systems (anything that is mechanical or electrical). Inspection of these items is not practical at time of shipment.
6. Loose parts or special equipment when not specifically listed or not properly secured and stored to prevent loss or damage.
7. Freezing of cooling systems and/or batteries.
8. Inoperative vehicles or overloaded. Additional charges will be assessed for inoperative vehicles.
9. Rust, advanced age of vehicle, defective or worn parts, and normal wear and tear.
10. Cloth, vinyl, convertible tops, interior of cars and tires.
11. Faulty craftsmanship due to manufacturing defects (e.g., defects in factory welds of tie downs or damage that results to vehicle from tie downs breaking or tearing).
12. Glass breakage caused by heat combustion, prior cracks, vandalism, road hazards, stone chips, or flex.
13. Cost or expenses, including towing or repair charges resulting from malfunction of the vehicle.
14. **Personal property shipped in vehicle or damage caused by personal property.**
15. Stone chips or dings in windows or glass, minor dents and scratches.

### ADDITIONAL CONTRACT TERMS AND CONDITIONS

AAT is only responsible for arranging delivery by the Carrier selected by AAT. The Carrier is responsible for the vehicle when this Bill of Lading is issued and signed for by the Owner/Shipper and terminates when the vehicle is signed for at destination.

Notwithstanding any problems regarding delivery, all outstanding freight charges must be paid without deductions. The Owner/Shipper must properly note any damage while the Carrier is making the delivery and to pay the balance of the delivery charges in cash or certified funds. The Owner's/Shipper's signature on any Bill of Lading at destination without notation of damage shall be conclusive evidence of satisfactory delivery of the vehicle. Any claim that AAT, its agents or selected Carrier caused any damage must be made within fifteen (15) days of delivery, in writing specifying the damage claimed, and must be accompanied by two written estimates and photographs of the damage claimed.

AAT does not transport vehicles. It only arranges for the transportation of vehicles by a Carrier. As such, the Owner/Shipper agrees to file all claims with the Carrier as identified on the Bill of Lading and to bring any and all legal action for damages against the Carrier only. The Owner/Shipper releases and holds AAT harmless from any such damage claims. All information concerning carriers selected by AAT including insurance information and I.C.C. authority are on file at AAT and are available to Owner/Shipper upon request.

Owner/Shipper warrants that vehicle is fully insured and that such insurance will be maintained until delivery. Owner/Shipper agrees to allow AAT and the Carrier full use of all Owner's/Shipper's insurance in the event of an accident or damage to the vehicle. Carrier's insurance will only cover vehicle while it is on the transport. Owner must have coverage prior to loading and immediately upon unloading.

Owner/Shipper is responsible for preparing vehicle for shipment. All loose parts, fragile or protruding accessories, low dashing and spoilers, antennae must be removed and/or properly secured. Any part of vehicle that falls off in transit is Owner's/Shipper's responsibility, including damage caused by said part to any and all vehicles involved, including foreign fluids.

Owner/Shipper will make arrangements with AAT to meet the truck to load and/or unload, at a safe and legal place. Weight restrictions, low trees, small roads and numerous other obstacles make it impossible and/or impractical to pick up or deliver at residential locations.

If, for any reason, Owner/Shipper fails to have the proper funds or make arrangements to take delivery of the vehicle when truck attempts same, the vehicle will be taken to the nearest terminal and all charges added to the shipping costs.

By Owner's/Shipper's signature on this Bill of Lading, the persons listed at point of pickup or delivery will be responsible for releasing, accepting, and approving all matters regarding shipment of the vehicle.

Any court action against AAT must be filed in the Stoughton, Massachusetts District Court or a court within the jurisdiction of the Commonwealth of Massachusetts.

A cancellation charge of \$45.00 will be assessed if order is cancelled subsequent to dispatch of driver.

All the terms and conditions contained in the Shipping Order & Freight Bill are incorporated herein by reference and made a part hereof.

### READ!!

AAT and Carrier do not guarantee delivery on any particular schedule. Therefore, they will not honor auto rental accruals and disclaim any responsibility for personal belongings that are not a part of the vehicle. Owner/Shipper also agrees that his or her insurance company has the primary responsibility under his or her comprehensive coverage.

Neither AAT's nor the Carrier's insurance coverage is in effect while the vehicle is at any terminal location or while the vehicle is being driven to or from points of loading or unloading. The same applies to any drop location. Your insurance is in full effect when the vehicle is not with the Carrier.