

## General Terms & Conditions – Nationwide Auto Transport

1. It is understood and agreed by the Customer, known as the consignor and/or consignee, that Nationwide Auto Transport (hereinafter referred to as "Nationwide"), is a broker and is not the actual transporter.
2. Customer warrants that it is the registered legal owner of the vehicle, or that it has been duly authorized by the legal owner to enter into an agreement for transportation of the vehicle, and by his or her signature on the other side hereof, hereby authorizes Nationwide to act as the Broker to arrange the transportation of the vehicle. Customer authorizes Nationwide to enter into any contract or bill of lading with a transporter for the purpose of providing the services requested by the customer. All services provided are subject to the terms and conditions herein.
3. Customer acknowledges and understands that the insurance advertised is not insurance purchased by Nationwide on Customer's behalf, but rather is insurance represented by the auto transporter's insurance company. Customer agrees that any transporter providing service requested of the broker shall be solely liable for any and all damages to the vehicle subject to the terms herein. Once Nationwide has obtained a transporter to provide said services, the customer releases Nationwide from any other obligations and will hold it blameless from any and all claims from damages.
4. It is the Customer's responsibility to be sure their vehicle is properly prepared for transport. It is understood and agreed upon that should the vehicle(s) contracted for pick up not comply due to any failure of the customer, customer shall be liable for any charges associated with the loading, unloading, or storing the vehicle until delivery.
5. Customer agrees that Nationwide is not responsible or liable for any claim or loss of any kind in the event the carrier obtained by Nationwide for Customer is late in picking up Customer's vehicle and/or delivering Customer's vehicle, regardless of the length of the delay. It is understood and agreed that Nationwide will not be liable for or reimburse any auto rental accruals, fees, or any other additional expenses incurred.
6. It is understood and agreed that if a carrier cannot deliver or pick up a vehicle directly to or from the customer's door due to restrictions, or inaccessibility, it is the customer's responsibility to meet the driver at a designated location.
7. Customer must inspect their vehicle top to bottom and front to back before signing the Bill of Lading. Signing the bill of lading at delivery without noting any damage shall be evidence of a delivery free from any damage. Any damage must be reported to our office within 24 hours of delivery. Nationwide is a broker and the customer agrees it will not hold them liable for any damages caused by the transporter. If notified within 24 hours, Nationwide will assist the customer in filing a claim against the transporter's insurance company. Nationwide reserves the right, at their sole discretion, to settle any claim with a customer subject to the customer transferring all rights to any claims to Nationwide. Customer must grant Nationwide the sole right of subrogation against all parties involved including but not limited to the transporter and/or the transporter's insurance company.
8. No lawsuit may be brought after two years and one day from the date when notice is given in writing to the customer that the claim in its entirety or any part of it has been disallowed.
9. This agreement shall be construed and governed in accordance with the laws of the State of Missouri and any and all actions, causes of actions or lawsuits brought by either party shall and must be brought in the applicable state court in and for Howell County, Missouri. Customer agrees that the services provided by Nationwide for Customer were solely in the State of Missouri and any and all actions and for obligations to be conducted by Nationwide under this agreement would have been done or were done solely in the State of Missouri. Customer agrees that any judgment obtained in violation of this provision against Nationwide shall be deemed null and void. Should Nationwide be required to enforce or defend any provisions of this Agreement or be involved in any legal proceedings as Plaintiff or Defendant, Customer shall be responsible for and shall pay any and all costs and reasonable attorney's fees incurred by Nationwide.
10. In the event that any provision(s) of this Agreement shall be held invalid or unenforceable, the remaining provision(s) hereof shall remain in full force and effect. If any provision is held invalid or unenforceable in any particular circumstance, such provision shall remain in full force and in effect in all other circumstances. If any provision contained herein should be determined to be unenforceable, invalid or illegal in any respect for any reason, such provision shall be revised and/or interpreted to make enforceable to the maximum extent permitted by law.
11. This Agreement sets forth the entire agreement and understanding for the parties hereto with respect to the subject matter of this Agreement, superseding any and all prior and/or contemporaneous promises, agreements or understandings, written or oral, pertaining thereto.
12. Customer(s) represents that he/she is over the age of (18) eighteen and is otherwise permitted by law to enter into this Agreement. Customer further acknowledges that he/she has had ample opportunity to read this Agreement prior to entering into same and that he/she understands the terms and provisions of this Agreement and has voluntarily entered into same.
13. Customer may not unilaterally change any term or condition of this Agreement without the express written consent of Nationwide. If the parties do not expressly agree in writing to modification; these terms will control.
14. Customer understands and agrees that should Customer fail to execute or return this Agreement, by allowing a carrier designated by Nationwide to pick up Customer's vehicle(s), Customer expressly agrees and consents to the terms contained in this Agreement.

Customer Agrees He or She Will **Not** Hold Nationwide or the Transporter Liable For Any Of The Following:

- a) Acts of God including but not limited to hail, wind, tornado, hurricane, lighting, or floods.
- b) Damage caused to the customer's vehicle by leaking fluids from other vehicles on the transporter or from your own vehicle. This would include but not be limited to battery acid, transmission fluid, oil, grease, or antifreeze.
- c) Damage including but not limited to glass breakage or paint chips caused by road pebbles or debris.
- d) Any damage to the interior of the vehicle or items left in the interior of the vehicle. (Transporter does not inspect the vehicle's interior)
- e) Damage that is unnoticeable due to vehicle's dirty condition at time of loading.
- f) Any mechanical damage or change in functionality to vehicle including but not limited to drive train (engine, transmission, rear end), suspension, electrical system, exhaust system, alignment, brakes, tires, audio systems, entertainment systems, or GPS systems.
- g) Rental car reimbursements
- h) Damage to any accessories attached to the outside of the vehicle including but not limited to luggage racks, spoilers, or antennas that do not retract to flush with the hood or fender.