

## **Tiger Auto Transport | Shipping Terms & Conditions**

**1. DEFINITIONS:** “Company” refers to Ace Logistics Group Holdings LLC. (DBA Tiger Auto Transport), licensed as a freight broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC: 1103763, and as a licensed broker, arranges for freight transportation by utilizing carriers; “Customer” refers to the person for whom the freight brokering services are being performed, or any agent Customer has authorized to act on behalf of Customer. “Vehicle” refers to the freight being brokered for the Customer. “Bill of Lading” refers to any bills of lading provided by any third-party carrier or port facility involved in the movement of Vehicle. “Carrier” refers to the actual transport carriers physically moving the Vehicle and performing the transportation, including both movement by land and sea. “Driver” refers to the operator of any third-party carrier trucks or boats. “Booking Confirmation” refers to the Tiger Auto Transport document provided to Customer confirming the fee for arranging transportation services, shipment ready date, service type, shipment origin and destination, vehicle details, and optional purchase of any comprehensive insurance. “Terms and Conditions” refers to the Tiger Auto Transport document containing detailed terms and conditions regarding shipment information, Customer acknowledgements and agreements, and Customer’s signature. “Shipment Requirements” refers to the document following the Terms & Conditions containing requirements and reminders to Customer. “Agreement” refers to the complete agreement between Customer and Company and encompasses “Booking Confirmation,” “Terms & Conditions,” and “Shipment Requirements.”

**2. COMPLETE AGREEMENT:** Customer acknowledges the Agreement encompasses the Booking Confirmation, Terms & Conditions, and Shipment Requirements. Said documents constitute the complete agreement between Company and Customer and all prior written or oral representations of Company are considered null and void. Terms and Conditions may not be modified except for in a writing signed by an officer of Company. In the event the Booking Confirmation needs to be updated, Company will obtain verbal confirmation from Customer, and provide Customer with updated copy. Any “Additional Comments” added by Customer to the Booking Confirmation are merely requests and are not binding in any way. ANY CHANGES TO THE CUSTOMER AGREEMENT AND/OR BOOKING REQUEST MUST BE REQUESTED VIA PHONE CALL TO 850-290-0304. NO EMAIL OR TEXT/SMS MESSAGE WILL BE CONSIDERED A VALID REQUEST. PLEASE NOTE ALL CALLS ARE RECORDED.

**3. VEHICLE OWNERSHIP & CONTROL:** Customer warrants that he/she is the legal owner of the Vehicle, or that he/she has been authorized to enter into this Agreement arranging for transportation of Vehicle. Customer acknowledges and agrees that the person listed as consignee on Bill of Lading is Customer’s agent for purposes of approving charges, accepting delivery of the Vehicle, and releasing Carrier from liability. If Vehicle is turned over to Carrier by any person other than Customer, Customer acknowledges that all persons signing the Bill of Lading on Customer’s behalf are Customer’s agents and fully authorized to deliver possession of the Vehicle on the terms stated herein and on the Bill of Lading. By Customer’s signature, Carrier is authorized to transport Vehicle from point of origin to point of destination and to operate Vehicle for the purpose of loading and unloading. Insertion of Company’s name on Bill of Lading is for Customer convenience only and shall not change Company’s status as a broker.

**4. VEHICLE CONDITION:** Customer shall remove all non-permanent exterior attachments prior to shipment. Any non-permanent part that falls off during transport is Customer’s responsibility including damages caused by said part to any persons or property involved. At origin of shipment, Customer must furnish Carrier with one set of keys to the ignition, doors, trunk and any locked compartments. Vehicle tendered to Carrier must be in a safe condition for purposes of loading and unloading. If Vehicle shipped in operable condition must be able to be started in the manner intended by the manufacturer. Vehicle shipped in inoperable condition must roll, brake, and steer, and the tires must hold air. If Vehicle fails to meet any of these requirements, Customer may be subject to additional fees, or Vehicle may be refused for transport by Carrier.

**5. PERSONAL EFFECTS:** Personal property and effects are permitted in Vehicle up to a weight of one hundred (100) pounds. All property must be stored either in the trunk or below window line. Company and Carrier are NOT responsible for personal effects or property of any kind left in Vehicle. Items in Vehicle must comply with all state and federal laws. Items that do not comply with all state and federal laws are subject to seizure, or if additional fees are incurred by Carrier, said fees will be forwarded to Customer for payment. If Vehicle contains more than one hundred (100) pounds of additional items, it may be refused for pickup, or may be subject to additional fees upon pickup or delivery.

**6. DAMAGE CLAIMS:** Carrier will inspect Vehicle at its origin to note obvious defects. Vehicle must have a clean exterior, to allow for proper inspection. Report of overall condition of Vehicle as shown on the Bill of Lading is not to completely describe every defect. Minor defects resulting from normal use and pre-existing damages are not transport-related damage. No claims will be considered for damage after transport that may have existed prior to transport. Customer or Consignee shall inspect Vehicle at delivery using the same standards as were used at the origin. All transport-related damage or exceptions must be noted on the Bill of Lading at time of delivery. A claim for damages not documented on Bill of Lading will be denied, as signing the Bill of Lading upon acceptance of delivery without any notation of damage constitutes conclusive evidence that the Customer or Consignee has received Vehicle in acceptable condition and that Carrier is relieved of liability. Damage claims must be made within five (5) days of delivery and include all pictures of alleged damage. Damage claims made more than five (5) days after delivery, or with incomplete documentation, will be denied. In the event of transport-related damage, estimates from two different repair shops must be provided. If damage is noted or should occur, all charges owed to Company must be paid prior to initiating the claim. **Customer agrees Company or Carrier will not be held liable for the following:** a) **Damage not detected at inspection locations due to poor visibility because of weather, lighting conditions, or Vehicle that is received dirty or in "As Is" or Inoperable condition.** b) **Damage to the undercarriage, lower body panels in Vehicle with less than 8" clearance, exhaust systems, tires, rims, suspension, wheel bearings, tie-downs, mechanical functions such as but not limited to: brakes, alignment, tuning, charging systems, batteries, or interior components as no evaluation is made of these components or systems at pickup or delivery of Vehicle.** c) **Damage caused by leaking fluids such as battery acid, motor oil, transmission fluid, brake fluid, power steering fluid, radiator coolant, or fallout resulting from "acts of God."** d) **Acts of Public Authority.** e) **Diminution in value of Vehicle, fees for rental cars, or any other claimed expense or consequential damage** f) **Damage caused by Customer, including but not limited to damage caused by Customer's failure to remove non-permanent exterior attachments from Vehicle.**

**7. INSURANCE:** In the event of transport-related damage to Vehicle, Carrier provides limited cargo insurance. A copy of the Carrier insurance policy can be provided to Customer upon assignment of Carrier. In the event of transport-related damage to Vehicle, Customer agrees to acquire estimates from two different repair shops, and understands Carrier/Company will select the appropriate estimate for reimbursement. Customers agree that any claims for damage will be taken up directly with Carrier, and agree liability for said damages, as well as all Driver negligence, lies solely with Carrier. Tiger Auto Transport will provide Customer with the name, address, and phone number of the Carrier used for transport and will assist Customer in providing any other necessary information, should a claim arise. As a broker, Tiger Auto Transport will make every effort to assist Customer in handling claims against the Carrier, but the final decision rests with the Carrier.

**8. LIMIT OF LIABILITY:** In the event of legal action, in no event will Company be liable to Customer for any direct, indirect, incidental, special, consequential, or punitive damages of any kind in connection with this Agreement, even if Company has been informed in advance of the possibility of such damages, or if such loss or damage could have been reasonably foreseen, to the extent permitted by applicable law. This limit of liability does not extend to Carrier of Vehicle.

**9. TRANSIT TIME:** Customer acknowledges that all transit times are estimates. Company does not guarantee pickup or delivery on specified dates but will make a good faith attempt to meet quoted timeframes. **Customer acknowledges that in the event of any delays, Company or Carrier will not be liable for rental car, hotel stays, or any other claimed expense or consequential damage.**

**10. PAYMENT:** Customer credit card will be charged immediately when Carrier is assigned. If the final total quote is different than originally quoted amount, Customer credit card will be charged immediately upon authorization by the Customer. Once Customer credit card is charged for the initial deposit, the price will not change unless there are extenuating circumstances of the Customer's fault, not limited to but including: inoperable vehicle not disclosed, cargo in vehicle, customizations of vehicle not disclosed, etc.

Customers placing an initial partial payment on a credit card will be charged when Carrier is assigned, and Customer must make any remaining payment to Driver (Carrier) upon pickup or delivery in the form of cash or certified check, made out to the company listed on the final "carrier assigned" confirmation email (note: do not make certified checks out to Tiger Auto Transport unless specifically instructed to via email). Customer acknowledges and understands that all charges by Company and Carrier must be paid in full prior to Vehicle being released. All payments are either COD or COP (or certified check on delivery or pickup) unless a full card payment is expressly authorized by Company. All full card payments will be charged a minimum of 5% surcharge.

Customer agrees to pay all sums due Company for delivered Vehicle and will not seek to charge back a credit card or stop payment on a check to offset any dispute for delay or damage claims and will abide by the terms of the Agreement to handle such disputes. All Customer credit card disputes will be subject to a minimum of \$195 additional fee to be automatically assessed once said dispute is won or lost by Company. Company shall have a lien on Vehicle for all sums due but not paid and may refuse to release Vehicle until payment is rendered. Company will seek legal title to Vehicle left unclaimed at destination after a period of 30 days and may sell or otherwise dispose of Vehicle as allowed by law.

In addition to and notwithstanding the foregoing, the Company shall be entitled to pursue any and all other remedies available at law or equity for the Customer's breach of this Agreement.

**11. SERVICE:** It is understood between Company and Customer that while Carrier has authorized Company to invoice Customer for services provided by Carrier, Company is not an agent for the Carrier or Customer and remains at all times an independent contractor. Company agrees for the amount stated on the Booking Confirmation to arrange for transportation of Customer's Vehicle pursuant to the terms and conditions of the Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of freight covered by the Agreement. Company's responsibility under the Agreement is limited to arranging for, but not actually performing transportation of Customer's Vehicle.

**12. DELIVERY AND STORAGE:** The liability on the part of Carrier ceases upon unloading of Vehicle at or near the agreed upon location, port, or storage facility and is considered as being delivered. Unclaimed Vehicle may incur storage fees. Fees are determined by individual storage facilities and are subject to change. For an accurate assessment of possible storage fees Customer must contact a Representative at 850-290-0304. Customer alone, and not Company, is responsible for any storage fees due to failure to claim Vehicle. Storage fees are payable to the facility storing unclaimed Vehicle. Failure of Customer to accept delivery of Vehicle more than thirty (30) days after its arrival shall authorize Company or other persons in possession of Vehicle to foreclose its lien on Vehicle as provided by the laws of the state of Vehicle's then current location. Customer is responsible for any and all charges associated with the delivery or pickup from a storage facility of other non-standard locations. If charges are due when Carrier arrives to receive Vehicle, charges will be forwarded to the Customer's bill for payment.

**13. CANCELLATION POLICY:** Tiger Auto Transport does not charge a cancellation fee prior to pickup. Once a Carrier is assigned in any scenario, the non-refundable shipping deposit will not be waived or refunded. Once a vehicle is picked up by a Carrier, customer cancellation is no longer available. The deposit is non-refundable in any scenario. Cancellation requests prior to pickup must be made by calling the Cancellation Department at [850-290-0304](tel:850-290-0304).

**14. DRY-RUN POLICY:** In the event a Driver is dispatched to pick up Vehicle and prior arrangements have been made to do so, and Vehicle is not available for pickup within thirty (30) minutes of Driver arrival, a "dry-run" fee of one hundred ninety-five dollars (\$195) will be imposed. Additionally, all shipments are allocated thirty (30) minutes for delivery at contracted point of destination. Deliveries that exceed this allotted period due to Customer unavailability will incur the "dry-run" fee. For every additional thirty minutes after the initial thirty minutes, an additional \$100 dollars in fees will be incurred. If pickup or delivery at the agreed upon location is impossible or impracticable due to weight restrictions, low trees, small roads, or other obstacles, Customer agrees to meet Driver in a safe and legal location for loading or unloading of Vehicle. Failure to do so may result in the imposition of the "dry-run" fee. In the event Customer requests a change of pickup or delivery address less than forty-eight (48) hours prior to scheduled pickup or delivery, requests may be denied, or additional fees may be imposed.

If for any other reason, a dispatched Driver must refuse pickup, including but not limited to Vehicle condition, or a Customer exhibiting offensive, inappropriate, or vulgar language or behavior, the "dry-run" fee may be imposed. Imposed fees will be charged to the Customer's provided payment method immediately.

**15. INDEMNIFICATION:** Customer agrees to indemnify, hold harmless, release, waive, and forever discharge Company from any and all claims, demands, costs, losses, causes of action, liability, expenses, obligations, damages, recoveries, or judgments, including interest, penalties and reasonable attorney's fees, which are in any way connected with the transportation of Customer's Vehicle, the adequacy or completeness of the services provided by Company, including any such claims which allege negligent acts or omissions of Company, or any claims seeking to hold Company responsible for acts or omissions of third parties.

**16. DISPUTE RESOLUTION:** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, including, without limitation, such fees and costs for and during pre-suit, suit, appellate, bankruptcy, and post-judgment proceedings. This Agreement will be governed and construed in accordance with the laws of the State of Florida without reference to conflict of law provisions. In the event of litigation arising from or relating to this Agreement or involving any issue relating to this Agreement, the Customer agrees and consents that proper venue for such litigation shall be in Hillsborough County, Florida.

**17. SEVERABILITY CLAUSE:** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**Shipper has read and understands the above terms and conditions and will comply.**