

## Vehicle Shipping Terms & Conditions

1. MetroGistics, L.L.C., dba ACERTUS agrees to transport vehicle(s) described on quotation on or about the dates requested. ACERTUS agrees to make every commercially reasonable effort to complete timely vehicle transport pickup and delivery, however, ACERTUS cannot guarantee specific dates or times. ACERTUS or its auto transport carriers are not responsible or liable for any claim or loss of any kind in the event ACERTUS or its subcontractors or agents are late in picking up Customer's vehicle(s) and/or delivering Customer's vehicle(s), regardless of the length of the delay. All transport pickup and delivery dates and times are estimates only. **ACERTUS does not agree or commit to transport the vehicle(s) in time for any particular date and will not be responsible for any loss or damages resulting from any delay. NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ARE MADE WITH RESPECT TO PICKUP OR DELIVERY TIMES OR DATES.** Additionally, ACERTUS will not provide reimbursement for auto rental fees resulting from delay, damage or accident. ACERTUS will also not be responsible for depreciated value resulting from damages or delays.

2. Customer warrants that it is the registered legal owner of the vehicle(s), or that it has been duly authorized by the legal owner to enter into an agreement for transportation of the automobiles.

Initials: \_\_\_\_\_

3. Customer shall disclose to ACERTUS any additions on the vehicle that may affect the cost of transportation (i.e. camper, roll bars, lift kit, raised roof van, etc.) ("Additions"). To the extent the Customer fails or refuses to disclose any or all Additions on the vehicle, the Customer agrees and acknowledges that ACERTUS may charge additional transportation fees in an amount equal to any additional costs ACERTUS incurred as a result of transporting such vehicle. Customer authorizes ACERTUS to automatically charge Customer's credit card for such additional fees incurred as a result of Customer's failure to disclose the Additions.

Initials: \_\_\_\_\_

4. **It is understood and agreed upon that should the vehicle(s) contracted for pick up as a running unit become inoperable during transport, an inoperable fee of \$150.00 will be added per inoperable vehicle upon delivery.** Upon receipt of notice from ACERTUS, Customer authorizes ACERTUS to automatically charge Customer's credit card (as provided pursuant to Section 13) the \$150.00 fee.

Initials: \_\_\_\_\_

5. ACERTUS may, at its sole discretion, subcontract its obligations hereunder.

6. It is understood and agreed that ACERTUS will not be liable for or reimburse any auto rental accruals, storage fees, or any other additional expenses incurred.

7. **Customer shall remove all detachable personal/household belongings from the vehicle(s).** In no event shall ACERTUS or its subcontractors be responsible for the safe transport, loss, or damage of any such contents. ACERTUS, its subcontractors and agents, shall be permitted to refuse to move Customer's car until all such items are removed from the vehicle.

Initials: \_\_\_\_\_

8. Customer authorizes ACERTUS, its subcontractors and agents to drive, park, store and otherwise operate or transport the vehicle(s) in any manner necessary to fulfill the obligations under this agreement. In the unlikely event that the Carrier cannot deliver the vehicle(s) due to natural (low hanging trees, etc.) or man-made (Dead end streets, Cul-de-sac's, narrow streets, low clearance, bridges, crosswalks, street closing, construction, etc.) obstructions, Customer and Carrier shall meet at an agreed upon location to take possession of the vehicle; however such location may be changed as mutually agreed upon by the parties from time to time. The Customer and Carrier agree and acknowledge that meeting at such location shall not in effect the cost of services owed by Customer to Carrier.

Initials: \_\_\_\_\_

9. In no event shall ACERTUS, its subcontractors or agents be liable for any damages except for damages to vehicles actually transported and only to the extent such damages were caused by gross negligence or intentional misconduct by ACERTUS or its agents.

10. Customer must inspect the entire vehicle with the driver and fill out a vehicle condition report prior to transportation. This is critical to ensuring that all current damages are noted, authorized and agreed upon between the parties prior to the vehicle leaving the customer's possession.

Initials: \_\_\_\_\_

11. Customer must identify any damage to any vehicle(s) by noting the damage on the Bill of Lading received by Customer at the time of delivery. Any claims related to such noted damage must be submitted to ACERTUS within 48 hours of the date that vehicle(s) were delivered. Customer hereby waives any damage claims that are not noted on the Bill of Lading or for which Customer has not submitted a timely claim. ACERTUS shall not be liable directly, in subrogation, or by assignment to Customer's insurance company for any claims paid by the Company. In no event shall ACERTUS be liable for any incidental, indirect or consequential damages.

Initials: \_\_\_\_\_

12. Customer may cancel the order by reaching out to your Account Representative prior to dispatched status by calling 877-571-6235.

13. The provisions of this Agreement are severable, and the invalidity and enforceability of any provisions herein shall not affect the enforceability of the remaining provisions which shall remain in full force and effect. This Agreement supersedes all written or oral agreements between ACERTUS and Customer and may not be changed except when in writing by ACERTUS.

14. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri. The parties further agree that any legal action arising out of this agreement shall be filed in a court of competent jurisdiction within St. Louis County, Missouri. Customer hereby submits to the jurisdiction of such courts and waives any and all defenses based on lack of personal jurisdiction.

15. Payments must be paid in full with a Credit Card when the order is placed. A payment link will be sent to the email provided by the customer. The order will not be made active until full payment is received. For any "dry-run" requested or ordered by a Customer a fee will be charged equal to the cost incurred by ACERTUS.

16. The parties expressly agree that Customer may not assign this Agreement without the written consent of ACERTUS.

17. Notwithstanding any other term of this Agreement, Customer shall indemnify, defend and hold harmless ACERTUS, ACERTUS clients, and their affiliates, current or future directors, consultants, and agents and their respective successors, heirs and assigns ("ACERTUS Indemnities"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon ACERTUS Indemnities or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).
18. In any action, suit, arbitration or proceeding brought by either party, the prevailing party should be entitled to recover its reasonable attorneys' fees and costs in each and every such action, suit, arbitration or other proceeding.

*Please fill out and return to your ACERTUS representative*

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Add me to the nightly email in-transit reports

Email Address: \_\_\_\_\_

Confirm Email Address: \_\_\_\_\_

By typing your full name in the following form field, you accept the agreement above in full as well as assure that all information you've entered is valid.

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