

SHIPPING AGREEMENT TERMS, CONDITIONS, & AUTHORIZATIONS

By signing this Shipping Agreement (hereafter "Agreement") online, the Customer (hereafter "you" or "your") understands and agrees that you are hiring the services of Friendly Auto Transport LLC (d/b/a Friendly Auto Transport), a licensed & bonded auto shipping brokerage (MC# 73283), to arrange the shipment of your vehicle(s) with a contract carrier (hereafter "Carrier"). You authorize Friendly Auto Transport to charge the credit/debit card that you included on this Agreement according to the terms outlined in this Agreement. This payment authorization is for the goods/services described herein, for the amount indicated only, and is valid for one-time use only. You certify that you are an authorized user of this credit/debit card and that you will not dispute the payment with your credit card company; so long as the transaction corresponds to the terms indicated in this Agreement. Furthermore, you have read, understand, and will abide by the following terms and conditions:

HOW THIS WORKS

- Friendly Auto Transport will never charge you any premature deposits or upfront fees. • Once the Carrier is confirmed to pickup, transport, and deliver the vehicle(s) listed on your order, and you have reviewed the logistics with Friendly Auto Transport, and this Agreement is signed by you, only then will your credit/debit card be charged the Initial Payment (which constitutes our Broker Fee) for the amount listed in this Agreement. You will then receive, via email, all of the relevant and necessary information for the ASSIGNED CARRIER that will be transporting your vehicle(s). (Not receiving the ASSIGNED CARRIER email does not constitute a breach-of-contract on the part of Friendly Auto Transport as this is a unique service and plays no part in the successful transaction between relevant parties. If for some reason you have not received this email/information, contact Friendly Auto Transport immediately.) From this point forward, it is your responsibility to discuss with the Carrier any details regarding specific pickup and/or delivery times as well as any alternate pickup and/or delivery locations due to lack of Carrier access. If you are finding it difficult to communicate with the Carrier, Friendly Auto Transport will assist you the entire time your vehicle is being transported. Our #1 goal is to serve you the best that we can. As our motto says, We Ship Cars for Our Friends!
- If either your vehicle(s) becomes unavailable at any time, or if you decide to cancel the order for any reason, AFTER this Agreement has been signed, Friendly Auto Transport reserves the right to refuse a refund of the Initial Payment due to the fact that brokering services have been successfully rendered and completed by Friendly Auto Transport.

VEHICLE DISCLOSURES

- *MODIFICATIONS:* Cost of transport is based upon your FULL DISCLOSURE of the type of vehicle(s) being transported. Failure to identify modifications to the vehicle(s) or the true dimensions of the vehicle(s) (including but not limited to: extended cab, crew cab, long bed, dually, diesel, 4x4, flip-top conversion vans, extended length cargo vans, over-sized or non-stock tires and rims, lift-kits, ground effects, modifications affecting ground clearance, ladder/roof racks, tool boxes, etc.) may result in additional fees or a rejection of the load by the Carrier. If the Carrier is assigned and is unable to load the vehicle due to non-disclosure of information by you, whether deliberately or inadvertently, Friendly Auto Transport reserves the right to cancel the order with no refund of the Initial Payment.
- OPERABLE STATUS: Your vehicle(s) is considered to be in operational condition and must be able to be driven on to and off of the Carrier's trailer under the vehicle's own power at all times during transport <u>unless clearly noted on your order</u> as inoperable, also known as "INOP." INOP vehicles must still roll, brake, and steer. Vehicles that become INOP between dispatch and arrival of the Carrier, or during transport, for any reason, will not receive a refund of the Initial Payment for that vehicle and will also be subject to an additional "INOP fee" of Two Hundred Dollars (\$200.00) to cover any loss incurred, and/or logistical adjustments made, as a result. In some instances, the Carrier may have to be replaced with a new Carrier that has the necessary safety equipment to load, unload, and transport an INOP vehicle, in which case the original Carrier may have to unload and store your vehicle at a safe and secure location, at your expense, until the new Carrier can arrive and reload to complete the transport.
- ELECTRIC VEHICLES: If you are shipping an electric vehicle, the vehicle must be fully charged before it is loaded with the Carrier. Failure to do so could result in the Carrier being prevented from adjusting his load during pickups, deliveries, and transport which can be dangerous for the entire load. Also, should your vehicle charge drain, for any reason whatsoever, your vehicle will be deemed as INOP and subject to all the ramifications listed above in the VEHICLE DISCLOSURE > OPERABLE STATUS section of this Agreement.
- *READY TO RELEASE*: It is your responsibility to ensure that the vehicle(s) is ready to be released to the Carrier on or after the "First Available Pickup Date" stated on this Agreement. Failure to release the vehicle(s) to the Carrier on or after the "First Available Pickup Date" stated on this Agreement may result in an additional "Dry Run Fee" of an additional Two Hundred Dollars (\$200.00). Also, refunds of the Initial Payment will not be granted due to your failure, whether deliberately or inadvertently, to release your vehicle(s) to the Carrier. Vehicle Keys MUST travel with the Carrier.
- ADDITIONAL ITEMS: Shipping items in your vehicle(s) during transport is generally prohibited due to the fact that the insurance policies held by the Carrier that cover your vehicle(s) during transport WILL NOT extend to any items in the vehicle(s) that are not a natural part of the vehicle(s) itself. In the event that you wish to ship items in your vehicle(s) during transport, <u>please notify Friendly Auto Transport immediately</u> so that we can notify the Carrier as they are NOT obligated to transport vehicles with items stored in them. If the Carrier agrees, then you agree to the following guidelines:

Items are to be limited to no more than 75 lbs, collectively, and are never to be placed in any of the passenger areas of the vehicle (only the trunk or back space (SUV) is Shipping items in your vehicle(s) may result in an add-on fee to be acceptable). determined by the Carrier in which this Agreement will be updated and agreed to by all parties involved. Furthermore, you agree to not hold the Carrier nor Friendly Auto Transport liable for any damage or theft to any and all items that are transported inside your vehicle whether deliberately stored there by you or inadvertently stored there by you as a simple oversight. Under no circumstance can illegal or hazardous materials, nor any items that would potentially classify the Carrier as an "illegal smuggler," be shipped inside your vehicle(s), including but not limited to: illegal drugs, firearms, contraband, human beings, animals, etc. If the Carrier sees or finds any items fitting these descriptions, they have the right and obligation to notify law enforcement immediately. Additionally, in the event that law enforcement stops the Carrier and does a legal search of the truck/trailer and its load, you waive all rights to privacy and forego any decision to contest such a search and also agree to not hold the Carrier nor Friendly Auto Transport liable for any issues that may arise from legalities surrounding items found in your vehicle(s). No refunds will be granted if any of these rules and restrictions are ignored and/or violated.

• TOLLS & TRANSPONDERS: You do not pay any tolls while your vehicle is being transported as the tolls that are incurred by the Carrier are automatically factored into the cost for any and all routes. In other words, you will not receive a bill from the Carrier before, during, or after the fact, charging any highway or bridge tolls of any kind. If your vehicle has a toll transponder such as EZ Pass or similar, you must remove this from the vehicle before loading or render it disabled via your account with the transponder company or governing municipality. Reason being that toll gates can still read your transponder and can potentially charge you for the entire truck and trailer, not just your vehicle. If this happens due to failure to remove or disable on your part, whether deliberately or inadvertently, you assume all financial responsibility for these charges and agree to not hold the Carrier nor Friendly Auto Transport liable for these charges. Any disputes of these charges are to be directed by you to the transponder company or governing municipality.

CARRIERS & LOGISTICS

- OPERATING AUTHORITY: All Carriers selected and contracted by Friendly Auto Transport are required to be registered and active with the Federal Motor Carrier Safety Administration (FMCSA). The DOT/MC number that identifies the Carrier's Authority with the FMCSA can be found in the ASSIGNED CARRIER email you receive once your vehicle is dispatched. When a Carrier accepts a dispatch from Friendly Auto Transport, they are certifying in writing that they have the proper legal Authority to transport your vehicle(s) on trucks owned and/or operated by them, or by trucks that the Carrier sub-contracts and are legally operating under the Carrier's Operating Authority.
- INSURANCE COVERAGE: All Carriers are required to carry a Motor Truck Cargo Policy (a/k/a On-Hook Cargo Policy). This is the policy attachment that covers their load (i.e. your vehicle(s)). Friendly Auto Transport requires all Carriers to supply a current and valid Certificate of Insurance (COI) to keep on file that include this attachment. You

may, at any time, request and receive from Friendly Auto Transport, a copy of the COI for the Carrier assigned to your vehicle(s). A snapshot of the Carrier's insurance policy can be found in the ASSIGNED CARRIER email you receive once your vehicle is dispatched. While most insurance documents are validated by Friendly Auto Transport with the Carrier's insurance agency, there are some cases where this is not possible due to the specific logistics and timelines surrounding your transport as it relates to the operating hours and/or internal systems of the Carrier's insurance agency. When a Carrier accepts a dispatch from Friendly Auto Transport, they are certifying in writing that they have the proper insurance that covers your vehicle(s) on trucks owned and operated by them and that they are in good standing with their insurance company.

- BILL OF LADING: You agree and understand that when the Carrier transports your • vehicle(s), they will perform a vehicle inspection with you and produce a Bill of Lading (BOL) at both the pickup and delivery locations. You, or your Agent (someone you authorize to be on-site), must be present at both the pickup (WITH KEYS) and delivery locations in order to sign the BOL along with the Carrier. You have the right to be as thorough as you want to be when performing the vehicle inspection with the Carrier and properly notating/signing the BOL. You should not, under any circumstance, release/receive a vehicle to/from the Carrier without signing the BOL. Failure to adhere to this may result in your inability to file a damage claim. Copies of the Carrier's BOL may be obtained by you directly from the Carrier. Under no circumstances is Friendly Auto Transport legally authorized to sign a BOL on your behalf nor take possession of your vehicle at any time for any reason. This Agreement is subject to all of the terms and conditions of the Carrier's BOL and any liability exclusions contained in it.
- DOOR-TO-DOOR SERVICE: Generally speaking, auto shipping is a door-to-door service. • However, if the Carrier is unable to safely access the pickup and/or delivery addresses provided by you, you or your agent (someone you authorize to be on-site) agree to meet the Carrier at a nearby location in order for the Carrier to safely load/unload your vehicle(s). In the event that one or both of the original addresses are deemed unsafe by the Carrier but you still need door-to-door service, you agree to allow Friendly Auto Transport or the Carrier, at our/their discretion, to hire a local service (i.e. flatbed or tow truck), at your expense, to assist the Carrier in providing door-todoor pickup and/or delivery in which case this Agreement must be updated and authorized by all relevant parties involved. In the event that this occurs, the established timeline must still be met as outlined in this Agreement. Please be aware that it might not be logistically possible to secure a local service. Friendly Auto Transport, nor the Carrier, make any guarantee of door-to-door service based on the logistical factors above and lack of door-to-door service does not constitute grounds for a discount or refund of any portion of payment.
- TRUCKS & TRAILERS: There are over 13,000 different Carriers, operating over 40,000 trucks, in the nationwide network that Friendly Auto Transport has access to. Friendly Auto Transport makes no guarantee as to what type of truck will be picking up your vehicle(s). It could be a "big rig" that pulls the larger 8-9 car trailers that you see going down the highway, a heavy-duty pickup truck pulling a smaller 1-3 car trailer, or simply a flatbed truck. Truck type all depends on the route and the Carrier availability at that time. Trailer types are a different story, however: OPEN TRAILERS are the

standard, more common and available trailers used to transport vehicles, with the vehicles exposed to the elements and normal road hazards as if you were driving it yourself and as a result your vehicle(s) may arrive at delivery dirty. ENCLOSED TRAILERS have hard or soft sides all around and on top and your vehicle is 100% protected from all elements and road hazards. Shipping your vehicle(s) enclosed is considered a <u>premium service</u> and can cost upwards of 50% more than shipping on an open trailer.

- POWER ONLY & DRIVEAWAY OPTIONS: If you need a vehicle, or other equipment, . shipped that is already on a trailer, we will contract a Carrier to do "power only" which means that the Carrier will supply the truck to hook up to your trailer and transport it from point A to point B at your request. Additionally, if you don't need a truck but instead are requesting that a Carrier simply supply a driver to drive your vehicle as a form of transport, we can also provide this service. In either case, you accept 100% financial responsibility should your trailer or driveaway vehicle need repairs during transport. Neither the contracted Carrier nor Friendly Auto Transport are responsible for the costs involved for any such repairs. Should repairs be needed during transport, Friendly Auto Transport will provide a good-faith effort in facilitating the logistics of any repairs between the contracted Carrier and you, the Customer. If you refuse to pay for any of these repairs, the contracted Carrier reserves the right to abandon the load at your complete expense. Friendly Auto Transport is not liable for any damages, or any issues whatsoever, as a result of the Carrier abandoning the load due to your refusal to pay for repairs.
- *PICKUP ISSUES*: Due to the unpredictable nature of shipping logistics, there are times where the Carrier may cancel your order. Reasons include but are not limited to: overbooking their load, being overweight, truck breakdowns, changing their route, customers changing zipcodes/timelines/vehicle info, etc. Should the assigned Carrier be unable to provide service, you authorize Friendly Auto Transport to locate and dispatch a new and comparable Carrier to provide transport within 10 business days of the "First Available Pickup Date" stated in this Agreement before a refund of your Initial Payment is considered and/or granted. If the Carrier cancellation is due to a violation of the VEHICLE DISCLOSURES section of this Agreement, a refund of your Initial Payment will not be considered nor granted even if another Carrier cannot be found with 10 business days or if your vehicle cannot be safely loaded and secured as a result of the vehicle modification and you may also be subject to a "Dry Run Fee" of an additional Two Hundred Dollars (\$200.00) as a result.
- DELIVERY ISSUES: Delays in delivery can occur due to many external factors, including but not limited to: bad weather, heavy traffic, road closures, unprepared customers, truck breakdowns, etc. Carriers are also regulated by the FMCSA as to how many hours per day that the driver can physically operate the truck. Timelines are not guaranteed. They are best estimates based on logistical factors for that specific route and load. Once your vehicle(s) is in the possession of the Carrier, Friendly Auto Transport has no authority to control or affect this. We can only assist in status updates. Refunds of Initial Payment will not be issued for any delays on the part of the Carrier due to any or all contributing external factors. Any request for financial reimbursement from the Carrier shall be made directly to the Carrier. Friendly Auto Transport does not make any claim that a Carrier offers any type of pickup or delivery guarantee.

• AUCTION, RECOVERY, & NON-RESIDENTIAL PICKUPS/DELIVERIES: If your vehicle(s) is being picked up from an Auction, Repo/Recovery Yard, or some other Non-Residential location where neither you nor your Agent (someone you authorize to be on-site) can be present, you shall accept the Bill of Lading as-is and may lose your ability to effectively file a damage claim. It is strongly encouraged that you have in your possession, or arrange to have taken, pictures of your vehicle(s), along with timestamps, before it is loaded by the Carrier. Carriers are not required to take photos on your behalf. Any and all applicable holding/storage fees need to be paid by you, along with completing any required releases, BEFORE the Carrier arrives to pickup your vehicle(s). Failure or neglect to do this may cause the Carrier to cancel and move on, and potentially charge an additional "Dry Run Fee" of Two Hundred Dollars (\$200.00). Refunds of Initial Payment will not be granted due to your failure, whether deliberately or inadvertently, to pay fees and/or complete the required releases.

PAYMENTS & COMPLETION OF TRANSPORT

- BALANCE DUE AT DELIVERY: Payments for the Remaining Balance Due to the Carrier must be made on or before delivery of your vehicle(s) unless payment on pickup is prearranged with the Carrier. The Carrier only accepts Cash on Delivery (COD) unless otherwise noted - No personal checks will be accepted by the Carrier, nor will the Carrier process any credit/debit cards. If you desire any alternate form of payment, Friendly Auto Transport will assist you in determining if the Carrier offers and/or accepts alternate forms of payment.
- UPFRONT PAYMENT OPTION: In the event you desire to pay the full amount upfront on a credit/debit card, Friendly Auto Transport will process the full payment plus a 6% service fee based on the total cost (i.e. Tariff) listed on this Agreement, rounded up to the next whole ten dollar amount. The total cost (i.e. Tariff) will be recalculated and reflected in the updated Agreement. Friendly Auto Transport will then pay the Carrier on your behalf through arrangements agreed upon between Friendly Auto Transport and the Carrier. The 6% service fee covers the additional expenses that Friendly Auto Transport will incur to make payments on your behalf in order to provide you with this convenience as this is outside the normal and suggested payment methods.

DAMAGE & CLAIMS

- YOUR RIGHTS: You have the legal right to file a claim against the Carrier for whatever damage you feel occurred during the transport of your vehicle(s). Neither the Carrier nor Friendly Auto Transport has any legal authority to refuse you this right for any reason whatsoever.
- OPEN TRAILER EXPOSURE: As stated earlier, if you choose to transport your vehicle(s) via an open trailer, you may experience normal nicks and marks due to the fact that your vehicle(s) is exposed to the elements and normal road hazards as if you were driving it yourself. Carriers cannot control this and vehicle placement on the trailer does not constitute any guarantee that this can be prevented. The only way to ensure that your vehicle(s) will be 100% protected is to choose an enclosed trailer for your

transport. This subsection is not intended to dissuade you from filing a claim against the Carrier for any damage to your vehicle(s) as that is your right to do so if you choose.

- WHAT TO DO FIRST: In the rare and unfortunate event that damage occurs to your vehicle while in the possession of the Carrier, you will first review the Bill of Lading (BOL) with the Carrier upon delivery. Always pay the Carrier the Remaining Balance Due upon delivery or else the Carrier may have legal authority to hold your vehicle as collateral until final payment is rendered. You will still want to sign and receive a copy of the BOL so it's important that you make sure to note the damaged area(s) on the BOL and both you and the Carrier sign or initial these area(s) in addition to signing the BOL. If a disagreement occurs as to the establishment of damage, we ask that you remain calm and allow the legal system to work on your behalf. If you are uneasy about signing anything, Friendly Auto Transport suggests that you immediately call your insurance company or retain a licensed attorney to advise you. Friendly Auto Transport will be available to speak with your insurance company or licensed attorney should they need our assistance.
- *FILING A CLAIM*: Immediately notify Friendly Auto Transport of any damage after receiving the vehicle at delivery. You will then be directed to submit to Friendly Auto Transport in writing a description of damage, clear pictures, and a copy of the BOL. Friendly Auto Transport will put together and email you a "Claim Folder" containing the Carrier's COI, BOL, and Dispatch Sheet (this document verifies that they were the contracted Carrier for your vehicle(s)). Next, you, or your insurance company should you choose to get them involved, will have to call the Carrier's insurance agency to file a claim. Friendly Auto Transport is not authorized to act as power of attorney nor legally authorized to represent you or your claim of damage, we can only direct you as to how to file a claim against the Carrier. Friendly Auto Transport will not submit nor share any documentation you provide to us with the Carrier's insurance company unless requested to do so in writing by you, your insurance provider, your attorney, or as directed to do so by a court of law.
- DEDUCTIBLES: All Carriers have a deductible included in their Motor Truck Cargo Policy. These deductible amounts vary from Carrier to Carrier. The specific deductible for your Carrier is listed in the ASSIGNED CARRIER email that you receive from Friendly Auto Transport. If you decide to file a claim against the Carrier's insurance company and are granted compensation for the damage, the amount you receive will be for the approved cost of repairs less the deductible. If the cost of repairs to your vehicle falls within the deductible amount you will need to seek compensation directly from the Carrier. If the Carrier denies responsibility, you may need to pursue action against the Carrier directly in Small Claims or Civil Court. This section DOES NOT represent legal advice and therefore you are strongly encouraged to seek legal counsel from a licensed attorney.

SOFTWARE SYSTEMS & PLATFORMS

• BEST AUTO TRANSPORT SOFTWARE (BATS): Friendly Auto Transport exclusively uses BATS as its official auto shipping software & platform. Friendly Auto Transport is just a client of BATS and has had no role in developing or creating the software, nor does Friendly Auto Transport own any part of BATS. For more information on BATS, please visit: <u>www.Bats.rocks</u>

- CENTRAL DISPATCH: Friendly Auto Transport exclusively uses Central Dispatch as its official vehicle loading board software & platform. Friendly Auto Transport is just a client of Central Dispatch and has had no role in developing or creating the software, nor does Friendly Auto Transport own any part of Central Dispatch. For more information on Central Dispatch, please visit: www.CentralDispatch.com
- PAYROC & AUTHORIZE.NET: Friendly Auto Transport exclusively uses PAYROC as its exclusive payment processing company in tandem with Authorize.net as its official merchant account processing platform. Both of which are needed in order to process customer credit/debit cards. Friendly Auto Transport is just a client of PAYROC and Authorize.net and has had no role in developing or creating the software, nor does Friendly Auto Transport own any part of PAYROC and/or Authorize.net. For more information on PAYROC, please visit: www.PAYROC.com. For more information on Authorize.net, please visit: www.Authorize.net
- GOOGLE, COMPANY WEBSITE, & OTHER SEO/CRM SOFTWARE: Friendly Auto Transport uses third-party software companies to market and advertise on the Internet. Friendly Auto Transport does not willingly engage in any spam tactics and will not sell your information to any outside company for any reason. Please see our Privacy Policy as well as our Terms of Service for more information on what we collect and use for these purposes. Friendly Auto Transport is just a client of these third-party providers and has had no role in developing or creating the software, nor does Friendly Auto Transport own any part of these companies.

RELEASE OF LIABILITY

- *LIMITED LIABILITY*: You understand and accept that Friendly Auto Transport's liability is limited only to the amount of the Initial Payment (i.e. our Broker Fee). Damage to your vehicle(s) while in the possession of the Carrier does not constitute grounds for a refund of the Initial Payment. Again, Friendly Auto Transport does not own trucks, employ drivers, provide supplemental insurance, nor is on site for the pickup and delivery of your vehicle(s). Friendly Auto Transport is not responsible for any compensation to you as a result of the Carrier's deductible. You hereby release Friendly Auto Transport from any and all liability regarding any damage to your vehicle(s). Any and all damage claims, true or not, are to be between you, the Carrier, and/or both party's respective insurance companies.
- CARRIER CERTIFICATIONS: When the Carrier accepts a dispatched load from Friendly Auto Transport, they are certifying in writing that they have the proper legal Authority and adequate insurance to transport your vehicle(s). As stated above, Friendly Auto Transport goes to great lengths to validate all relevant Carrier documentation. In the event that the Carrier, or any of the issuing companies involved, supplies Friendly Auto Transport with fraudulent or fake documentation, you release Friendly Auto Transport and its employees from any and all liability should there be any damage present to your vehicle(s). Friendly Auto Transport will supply any and all relevant information we have on the Carrier and happily work with you, your attorney, and your insurance

company or investigators to locate and track down the Carrier and its owner(s) in an effort to aid in any litigation if necessary.

• SOFTWARE SECURITY FAILURES: In the case that any data breach occurs, of any kind, to any or all of the software systems and platforms that Friendly Auto Transport uses and is a client of, you release Friendly Auto Transport and its employees from any and all liability regarding any information that becomes exposed, including but not limited to: personal information such as names/address/phone numbers, detailed pickup and deliver information, credit/debit card information, etc. Any and all litigation is to be directly pursued against the software or platform company. For more details regarding specific software systems and platforms used by Friendly Auto Transport, please refer to the SOFTWARE SYSTEMS & PLATFORMS section above.

PRIVACY POLICY

- According to the claims made by the software system & platform companies that Friendly Auto Transport is a client of, the information contained in this Agreement is collected, encrypted, and stored on these secure platforms respectively. These companies are reputable and top industry leading companies universally used throughout the auto transport industry.
- Information in BATS and Central Dispatch is shared only with the Carrier assigned to your vehicle(s) and not to any interested Carrier or any third-party entity, relevant or not, that is not contracted by Friendly Auto Transport. This information includes: specific pickup and delivery addresses, names and phone numbers of people you have releasing/receiving your vehicle(s), and any information surrounding the logistical aspects of the work being performed outside of the general location information (city/state/zipcode) and basic vehicle information (year/make/model).
- Under NO circumstance is any part of your credit/debit card information shared with any Carrier, nor is it stored on file, whether in digital or print, with Friendly Auto Transport, other than the last 4-digits and expiration date for reference purposes. The credit/debit card section of this Agreement is fully encrypted and protected through our secure online ordering system and will not be shared with any third-party as this violates federal Payment Card Industry (PCI) Compliance regulations and guidelines. Friendly Auto Transport will remove your encrypted credit/debit card information from our system at your specific request.
- Friendly Auto Transport will not sell any information it directly collects from you via phone and/or email, in order to successfully perform the task of shipping your vehicle(s), to any third-party company, relevant or not.

LEGAL LANGUAGE & JURISDICTION

• This Agreement is governed by the laws of the State of Florida. You agree that any legal action arising out of this Agreement must be filed in a court within Lee County, Florida and hereby submit to the jurisdiction of such courts and waive any right to jurisdiction in any other location. Any legal action directed against the Carrier contracted shall be in the State and County relative to that Carrier.

• This Agreement constitutes the entire agreement between the parties and supersedes any communications or previous agreements with respect to the subject matter of this Agreement. There are no additional written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No changes can be made to this Agreement other than in writing and signed by both you and an Agent of Friendly Auto Transport. If changes need to be made, a new Agreement reflecting those changes will be sent and must be signed thus rendering former Agreement null and void.

OVERSEAS SHIPMENTS & MARITIME SHIPPING PARTNERS

If your vehicle(s) is being shipped overseas by one of our maritime partners, ALL Terms & Conditions that our partners have in place SUPERSEDE the Terms, Conditions, & Authorizations of Friendly Auto Transport as outlined above, where applicable. Please refer to the separate Terms & Conditions that will be supplied to you if you are using Friendly Auto Transport to arrange your overseas shipment. If you have any questions, please contact Friendly Auto Transport immediately at (862) 207-9386 before signing anything.



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