

Shipping Terms and Conditions

This Insurance Disclosure and Waiver ("Waiver") is made as of the Effective Date by and between Virginia Transportation Corporation (the "Carrier") and the party executing this Waiver below (hereinafter, the "Shipper").

Shipper has engaged Carrier to transport one or more motor vehicles (collectively, the "Vehicle") in an enclosed motor vehicle trailer. As a condition of and in consideration for such services, Carrier hereby makes the following disclosures to Shipper, and Carrier and Shipper agree as follows:

Carrier will only arrive at a particular destination provided we are able to do so without damage to carrier equipment, public or private property, and without violating any local, state or federal laws or ordinances. The vehicle owner or authorized receiving agent must be available upon arrival of our carrier for delivery.

It is the responsibility of the shipper or agent to prepare the vehicle for shipment in much the same way if the vehicle were to be driven the same distance. Preparation checklist available upon request.

DAMAGES MUST BE NOTED IN DETAIL ON THE DELIVERY RECEIPT AT THE TIME OF DELIVERY AND SIGNED BY THE DRIVER. ANY DAMAGE CLAIMS MUST BE ACCOMPANIED BY THREE WRITTEN ESTIMATES, PHOTOS OF THE DAMAGED AREAS AND E-MAILED TO QUALITY@VIRGINIATRANSPORTATION.COM. Final Claims will not exceed (9) Months. *Carrier reserves the right to hire an independent licensed adjuster and to pay the lowest of all estimates. Shipper will pay transport amount in full. Damage claims are to be handled separately.

Insurance. Carrier currently maintains insurance coverage with respect to the shipment of which Shipper's motor vehicle(s) will be a part in the aggregate amount of \$2,000,000 as evidenced by the insurance certificate attached hereto and made a part hereof. Such insurance applies on a shipment basis to the entire contents of the motor vehicle trailer, and not to a single motor vehicle; unless Shipper opts for exclusive trailer transport; subject to a higher rate. Shipper acknowledges and agrees that the Vehicle will not be the sole vehicle shipped by Carrier on the date(s) identified in the Agreement and that in such instance the Carrier's insurance coverage will not apply solely to the Vehicle. Shipper acknowledges and agrees that it has the right to accept or decline additional Vehicle coverage from Carrier at its sole cost and expense and that if it desires additional insurance coverage it will obtain the same for its own account.

1. Limit of Liability. Shipper acknowledges and agrees that Carrier's liability for theft, loss, property damage or other casualty shall be limited to Shipper's proportionate share of the amount of insurance in place and applicable to the shipment as described in the attached certificate and Paragraph 1 hereof, and hereby waives any and all claims against Carrier for loss in excess of such amounts, and further releases Carrier from and against any and all claims resulting from, related to, or arising out of any non-covered loss and claims for loss in excess of the provided coverage.

Shipper further acknowledges and agrees that Carrier shall have no liability whatsoever for the following: (a) damage to the Vehicle caused by acts of God, i.e., hail or storm damage, or damage resulting from worn/broken parts of the Vehicle; (b) glass damage resulting from defect; (c) mechanical and/or electrical functions caused by failing mechanics, electrical demise, alignment or suspension, exhaust assembly, and/or any exhaust system, muffler or tail pipe damage, any mechanical malfunctions including, but not limited to; motors, drivetrains, undercarriage (exhaust systems, frame, suspension, etc.) due to the inability to inspect or confirm prior damage; (d) under carriage damage and/or damage resulting from overloaded or lowered cars; (e) damage to vehicles that cannot be driven on or off Carrier's transportation vehicle under their own power and/or that have defective or insufficient brakes, parking brakes, or parking gear; (f) damage due to vandalism; (g) damage caused by freezing of engines, cooling systems, or batteries or any damage caused by carriers in attempt to start vehicles with dead batteries or out of gas; (h) damage to any convertible tops that are loose, torn, or show excessive wear; (i) damage to any bras or any type of canvas covering material; (j) damage to or caused by any personal items in vehicle or vehicle compartments; (k) any lost profits or damages resulting from or related to loss of use, loss of business, or any consequential loss whether caused by a peril insured against or otherwise; (l) special, incidental, consequential, or punitive damages; (m) damage caused or injury suffered by a third party shipper during loading and/or unloading of vehicles; and/or (n) damage not caused by Carrier. Shipper waives any and all rights it has or may have to the foregoing, and releases Carrier from and against any and all claims resulting from, related to, or arising out of any of the foregoing; (o) any damage caused by the starting, running and driving of the vehicle during the time it takes to load and unload; (p) any damage caused by or loss of loose parts or aftermarket equipment that was not factory original when the vehicle was new; (q) damage to antennas that cannot be removed or lowered below the vehicle roofline; (r) concealed, hidden or latent damages missed upon inspection; (s) any damage caused by a vehicle leaking fluids on another vehicle. Carrier cannot guarantee your vehicle will be positioned on upper deck; (t) any claims for loss or damage filed after nine (9) months from the date of delivery;

3. No Other Assurances. This Insurance Disclosure and Waiver constitutes the entire understanding and agreement between Carrier and Shipper concerning the matters addressed herein.

4. Modification in Writing. No oral agreement, statement, promise, commitment or representation shall alter or terminate the provisions of this Insurance Disclosure and Waiver. This Insurance Disclosure and Waiver may not be modified except by written agreement signed by the parties.

5. Successors; Binding Agreement. This Insurance Disclosure and Waiver shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees of the parties.

6. Counterparts. This Insurance Disclosure and Waiver may be signed in counterparts. “.pdf” and faxed signatures shall be accepted as originals.

7. Certification. Shipper acknowledges and certifies that he/she/it: (a) has had the opportunity to review this Insurance Disclosure and Waiver and to consult with counsel of his/her/its choosing, and is not relying on any representation or statement, written or oral, not expressly set forth in this Insurance Disclosure and Waiver; and (b) is signing this Insurance Disclosure and Waiver knowingly and voluntarily.

This Insurance Disclosure and Waiver will become effective upon the date that the Carrier has received a signed copy of the Bill of Lading, without modification (the “Effective Date”), from Shipper.