

# N.A.V.T., Inc.

NORTH AMERICAN VEHICLE TRANSPORT, INC.

3415 Custer Road, Suite 111

Plano, TX 75023

Tel: (972) 943-8474 Toll Free: (866) 389-5551 Fax: (972) 943-8487

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## ~ Navt, Inc. Terms And Conditions ~

1. Shipper warrants that it is the registered legal owner of the vehicle, or that it has been duly authorized by the legal owners to enter into agreement for transportation of their vehicle.
2. In the event that Shipper cancels this order, Shipper shall pay N.A.V.T., Inc. a minimum cancellation charge of \$250.00, in addition to any other amounts due under this agreement. Credit card cancellations will pay all applicable fees.
3. Shipper, upon tender of shipment to N.A.V.T., Inc. or its agents, and the consignee, upon acceptance of delivery of shipment or its agent, shall be jointly and severally liable for any and all unpaid charges payable on account for shipment, including but not limited to, sums advanced or disbursed by N.A.V.T., Inc. or its agent on account of such shipment and any and all costs of collection, including costs and reasonable attorneys fees.
4. Shipper shall not leave personal belongings, including without limitation, any personal property which is not factory installed, that are not a part of the vehicle.
5. Unless the order has been pre-paid or other arrangements have been made, Shipper shall pay all COD amounts, including any additional charges, in certified funds.
6. Shipper shall pay all costs, including without limitation, storage, and towing, and any additional delivery costs, incurred as a result of shipper's breach of any warranty or obligation under this Agreement. Signing N.A.V.T., Inc.'s Bill of Lading at destination without notation of damage shall be evidence of satisfactory delivery of the vehicle.
7. N.A.V.T., Inc. or its agents shall not be liable for the following:
  - a. Damage caused by leaking fluids, battery acids, cooling system antifreeze solution, industrial fallout, or damages caused by the Act of God;
  - b. Damage that is undetectable due to vehicle's dirty condition at the time of pickup, or glass damage caused by normal wear and road use;
  - c. **N.A.V.T., Inc or its agents shall not take responsibility for any convertible tops, removable tops, or tonneau covers if shipped via open carrier.**
  - d. Mechanical functions, exhaust assembly, frame, and alignment problems; tire damage, suspension problems, and/or engine tuning;
  - e. Auto rental accruals;
  - f. Carriers responsibility for the described vehicle commences when the Bill of Lading is issued and signed by the driver, and terminates when designated vehicle is signed for at destination;
  - g. Damage resulting from overloaded vehicles
  - h. Shipper is responsible for preparing vehicle for shipment. All loose parts, fragile, or protruding accessories, low hanging spoilers, antennas, added on equipment, etc., must be removed and/or properly secured;
  - i. Damage to vehicles because:
    - i. Vehicles cannot be driven off or on transporter under its own power;
    - ii. Vehicles have defective or insufficient brakes, parking brake, or parking gear.
8. Shipper agrees to indemnify, defend, and hold N.A.V.T., Inc. and its agents harmless for any costs, expenses, damage, losses, and claims caused by Shipper's breach of warranty or obligation under this Agreement.

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9. Carrier warrants and Shipper acknowledges that the Interstate Commerce Commission of the U.S. Government, holding Broker authority under Certificate No. 399385, licenses N.A.V.T., INC.
10. By Shipper's signature or agent's signature, N.A.V.T., Inc. and the motor carrier transporting the vehicle and their agents are authorized to operate and transport the vehicle from point of origin to destination specified in the Bill of Lading. N.A.V.T., Inc. is authorized to drive said vehicle either at origin or destination between the points of loading and unloading and the points of pick up and delivery.
11. The parties acknowledge and agree that in the event that there are any problems regarding truck delivery, Interstate Commerce Commission regulations require that all outstanding freight charges be paid without deductions. The Shipper agrees to properly note any damage claimed while the driver is making the delivery, and to pay the balance of the delivery charges in certified funds. Any claim of damage caused by the Carrier must be made within fifteen (15) days of the date of delivery in writing, specifying the damage claimed. The Carrier actually transporting the vehicle should be liable for any and all damage claims arising from the transport. The Shipper agrees to file all claims with such carrier as identified on the Bill of Lading/Delivery Receipt, and to bring any legal action for damages against such carrier only. The Shipper agrees to release and hold harmless N.A.V.T., Inc. from any and all such claims. All subcontractors hired for truck transport have insurance and ICC Authority.
12. After Shipper makes the vehicle available to N.A.V.T., Inc. for transport, N.A.V.T., Inc. shall use its best efforts to deliver the vehicle within seven (7) to fourteen (14) business days going coast to coast, average transit from East Coast to Central (US) is five (5) to seven (7) days, and three (3) to ten (10) days anywhere in between. However, because unforeseeable factors could delay delivery beyond this time, N.A.V.T., Inc. does not guarantee the date or time of delivery.
13. Shipper shall pay an additional \$200.00 for each inoperable vehicle, and an additional \$300.00 for each over-sized vehicle, unless such vehicles are disclosed as being inoperable and/or over-sized, respectively, before the time of quoting and pick-up.

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## FOR VEHICLES PURCHASED OVER THE INTERNET

Please note that due to the over whelming amount of vehicles purchased sight unseen via the Internet, we have amended our terms & conditions to accommodate for these moves.

\*\*\*\*If you purchased your vehicle via Internet the following requires your signature:\*\*\*\*

I understand that the driver of the carrier will do an inspection of my vehicle and that the inspection is a basic condition inspection and may not list normal wear and tear on a used vehicle. I understand that the driver is in no way acting as my agent in regard to my vehicle purchase. I understand that should the vehicle be inoperable or become inoperable a \$200.00 fee will be applied. I agree that my vehicle will be empty and only contain manufacture-installed items, or I will be responsible to pay an overload fee. I understand that all purchase transactions must be completed before the driver arrives for pickup, to include the clearing of all C.O.D.'s with required deposits. I understand that payment for transport charges is not negotiable and/or based on my satisfaction with my purchase. I agree to pay all transport fees either in advance via Visa, MasterCard, American Express or Cash or cashier checks at delivery.

SHIPPER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CHECK IF ABOVE IS NOT APPLICABLE: \_\_\_\_\_

*I have read over the following information provided by N. A. V. T., Inc. in regard to the transport of my vehicle(s). I understand by reading the Shipping Directions how to prepare my vehicle(s) for transport, and I have also read the Terms & Conditions. I have also read the explanation of Insurance and understand the claims process if in fact a claim has to be filed.*

PRINT NAME : \_\_\_\_\_

SHIPPER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_