

PCE Terms and Conditions:

1. **Private Club Exotics** agrees to transport vehicle(s) described on transport order on or about the times requested or agreed on. Pick-up and delivery times are not guaranteed. They are only estimates. We have no control over weather conditions, mechanical failures, DOT, regulations, road conditions, other customers' schedules, illness or death. If you have a specific date you have to have your vehicle picked up or delivered please let us know so we can discuss what your options are.
2. Based on Customer's acceptance of this agreement, **Private Club Exotics**, is authorized to operate and transport Customer's vehicle from point of origin to the destination specified in the bill of lading and to drive said vehicle either at origin, destination or between the points of loading/unloading and the points of pickup/delivery.
3. The shipping agreement is subject to all terms and conditions of the carrier's bill of lading.
4. The carrier, **PCE**, will drive vehicles on and off the transporter. Carrier will pick up and deliver as close to your door as legally and as safely as possible. A mutually agreeable place to load or unload may be necessary because of low hanging trees, low hanging wires, narrow streets, and municipal ordinances. It is illegal for car carriers to go into most residential areas.
5. The carrier, **PCE**, accepts responsibility of vehicle after pre-inspection is done and is signed by the Customer/Agent and the Carrier. Carrier responsibility will end when the vehicle is delivered and Customer/Agent signs final inspection. At the time of pick up; Customer and Carrier will carefully inspect the vehicle for pre-existing damage by completing a vehicle inspection report. The Carrier and Customer will both acknowledge the condition of the vehicle by signing a copy of the bill of lading. After delivery, this process will be repeated with the Customer and Carrier that delivers the vehicle(s). Damage **must** be noted in the proper place on the bill of lading and signed by the driver and Customer, regardless of weather or time of day. Signing the bill of lading and inspection report without

notation of any damage verifies that Customer has received vehicle(s) in satisfactory condition, and that **PCE**, Carrier, and their agents are relieved of any further responsibility. Customer **MUST** check vehicle thoroughly at time of pick up and again at time of delivery.

6. Customer agrees that their vehicle is insured and that their insurance has primary responsibility. **Private Club Exotics** maintains \$1,000,000 liability and \$250,000 cargo insurance. There is no deductible to the customer. Occurrences not covered are clearly listed below and on your Bill of Lading upon which your car is shipped. **Private Club Exotics** will not be responsible for any damage not resulting from transporters negligence. This includes the following:
 - a. Damage not detected at pickup location due to weather, lighting, or vehicle too dirty to inspect
 - b. Damage to car phones, video equipment, or any antennas under any condition. It is recommended that you remove them
 - c. Vehicles that have defective or insufficient brakes, parking brake or parking gear
 - d. Damage caused by fluids or objects flying up from the road, or out of the sky
 - e. Glass damage caused by road debris.
 - f. Damage caused by vandalism during transport.
 - g. Damage to cloth or vinyl convertible, T-Tops, boots, bras, caps, or decorative tops that does not result from negligence.
 - h. Damage caused by failure of factory tie-downs or pull through frame tie-down holes.
 - i. Damage to undercarriage, exhaust system, suspension, wheel bearings, tie downs, brakes, alignment, battery or charging system. (No inspection evaluation is performed at pickup location therefore **Private Club Exotics** does not accept responsibility for them)
 - j. Mechanical Function Damages to include, engine, transmission, rear end, motor mounts, drive trains, wiring systems, cooling systems, window motors, radios, stereo systems, power steering, air bag, brake cable,

brake system, clutch cable, clutch, engine tuning, vehicle computerized systems, alarm systems, any switch. (anything that is mechanical or electrical) (No inspection evaluation is performed at pickup location therefore **Private Club Exotics** does not accept responsibility for them)

- k. Plastic Bumper brackets that have been broke or loosened from scraping or bumping curbs. Please note that transportation could weaken any pre-existing damages.
7. Any personal belongings left in vehicle are shipped strictly at the owner's personal risk. Personal items include boxes, furniture, plants, clothing etc. These items should be shipped with your household moving company. This policy is strictly enforced for the following reason: It's against the law for a licensed motor carrier to transport anything that isn't covered under their US DOT operating authority. Items not included on the driver's bill of lading can be confiscated and the carrier fined, placed under a FMCSA compliance review or have their authority suspended by the DOT. They have been known to take vehicles off of the truck, unload for inspection, and simply leave personal items sitting on the side of the road or at a scale. **ALL** trucks are subject to these inspections. Also, personal belongings are not covered by the carrier's insurance, therefore any damage caused to the items or by the items is not covered by the insurance. Drivers will not inventory any items and will not assume responsibility for the. Also additional weight in the vehicle may cause the driver to be over legal maximum weight of 40,000 lbs., therefore putting him at risk of a fine of up to \$5000.00. The driver is ultimately responsible for any and all fines therefore, items left in the vehicle are allowed only at the drivers' discretion. If the driver is not comfortable with the type of items or feels the weight of items will cause him to be over the legal weight limit, he will ask you to remove the items prior to shipment.
8. The Customer agrees that should this vehicle become inoperative for any reason during the transport, a charge of \$250.00 (two hundred dollars) will be added to the transport charges and will be collected at time of vehicle delivery.

9. The Customer agrees that if for any reason that the vehicle cannot be picked up on the date and time agreed upon between the customer and carrier, the customer will then incur a charge of \$350.00 for any cancellation(s) or no shows.
10. All payments for transport are to be paid in cash or cashiers' check (payable to **Private Club Exotics**). The customer agrees that if the payment cannot be made at delivery, the vehicle will be stored at the customer's expense. Should the customer be unable to take delivery for any reason, the vehicle will be placed in storage and all storage and/or delivery charges will be the responsibility of the customer.
11. Customer agrees that this is the only contract between the parties governing this transport and no other agreement or contract is in effect. No claim or legal action of any kind may be initiated against transporter's agent(s) or the transport broker (if any). Claims for damages must be made to the transporter. All Claims will be settled at actual cost.
12. You or your designated representative must be present when the vehicle condition report is done at pick up or delivery and you or your designated representative must sign the bill of lading and condition report at both pick-up and delivery.
13. Scratches, dents, etc. will be noted by our representative on the bill of lading at origin. In the unlikely event there is additional damage caused by our driver or our equipment, it should be noted on the bill of lading at delivery.
14. Exceptions for damages must be noted on the Bill of Lading at time of delivery, a claim for damage not documented on Bill of Lading will not be honored. Damage claims must be filed within 3 days of delivery of the vehicle. To file a claim you must submit 3 written estimates and pictures of the damage. If this information is not received within 5 days your claim will not be processed.
 - a. To file a claim call: (310) 916-3177. You can email claims to krista@privateclubexotics or info@privateclubexotics or fax to (917) 591-6648. All claims, subrogation, litigation, or legal action must have right of venue in the state of Texas, county of Harris, in the municipal court.



15. **Private Club Exotics** will not be responsible for rental car reimbursement during normal transportation. It will be the customer's responsibility to make transportation arrangements during pick up, transport, and delivery of vehicles. In the event the transportation should take longer than 14 days (16 days for northeast cars), **Private Club Exotics** will pay up to \$30.00 a day for a rental car.

16. ALL VEHICLES MUST RUN, BRAKE & STEER!!!!

17. NON OPERATIONAL VEHICLES will be charged a \$350 fee plus a 20 foot minimum for cable and an additional \$1.75 per foot.