

TERMS AND CONDITIONS/SHIPPING AGREEMENT

1. Customer is the registered legal owner of the vehicle(s) and has authority to enter into this Agreement or has been duly authorized by the legal owner of the vehicle(s) to enter into this Agreement.
2. Customer shall prepare the vehicle(s) for transport by removing or properly securing all batteries, loose parts, fragile or protruding accessories, low hanging spoilers, antennas and other similar items. The Customer shall disarm any vehicle alarm system and provide *Constantin Antonie* (MC-476727) with any tools or keys necessary to disarm the system if activated. If the alarm system is activated during the transport of the vehicle, *Constantin Antonie* may deactivate the alarm system by any means that it or the transport driver deems reasonable and effective. Customer releases any claims for damages that are caused by Customer's failure to fulfill these obligations.
3. Customer shall remove all detachable personal belongings from the vehicle(s). *Constantin Antonie* may impose additional fees, in its sole discretion, for the transport of contents left in a vehicle. In no event, however, will *Constantin Antonie* be responsible for the safe transport of any such contents.
4. Customer or his agent, who has been identified in writing to *Constantin Antonie*, shall be present at the point of pick-up or delivery. If Customer or its authorized agent is not present for any reason, the vehicle(s) will be placed in storage, at Customer's cost.
5. All delivery dates and times are only estimates. *Constantin Antonie* does not agree to transport the vehicle(s) in time for any particular market or event and will not be responsible for any loss or damage resulting from any delay. **NO EXPRESS OR IMPLIED WARRANTIES ARE MADE WITH RESPECT TO DELIVERY TIMES OR DATES.**
6. *Constantin Antonie* may, in its sole discretion, subcontract its obligations hereunder. In such event, subcontractor shall be solely responsible for all obligations to Customer. Customer shall file all claims with the subcontractor identified on the Bill of Lading and hereby releases *Constantin Antonie* from any and all claims arising out of or related to any actions or inactions of the subcontractor.
7. Customer authorizes *Constantin Antonie*, its subcontractors, agents and employees to drive, park, store and otherwise operate or transport the vehicle(s) in any manner necessary to fulfill the obligations under this Agreement. Customer shall maintain insurance on the vehicle that shall extend to *Constantin Antonie's* operation of the vehicle. Customer will provide proof of insurance on the vehicle(s) to *Constantin Antonie* and will keep in force such insurance until transport of the vehicle is complete.
8. **IN NO EVENT SHALL *CONSTANTIN ANTONIE*, ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY DAMAGES EXCEPT FOR DAMAGES TO VEHICLES ACTUALLY TRANSPORTED AND ONLY TO THE EXTENT SUCH DAMAGES WERE CAUSED BY *CONSTANTIN ANTONIE'S* GROSS NEGLIGENCE OR INTENTIONAL CONDUCT.** Customer specifically agrees and hereby waives any other claims against *Constantin Antonie* or its subcontractor including, but not limited to minor damages such as scratches, scrapes and chips that result from normal road conditions and wear and tear; damages caused by leaking fluids, battery acid and/or cooling system anti-freeze solution; industrial fall-out; mechanical malfunctions; exhaust assembly; frame; alignment; tire damage; suspension; glass damage; overloaded vehicles; defective or insufficient brakes, parking brake or parking gear; damage to loose, torn or visibly worn convertible tops; damage to vehicle boots, caps, masks, bras or any other type of covering; damage caused as a result of the inoperable condition of the vehicle; damage caused by tie-downs that break or tear due to vehicle's age or condition; damage that is undetectable due to the vehicle's dirty condition at the time of pick-up; or damage caused as a result of acts of God or other Force Majeure events.
9. Customer shall 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 in writing to *Constantin Antonie* or its subcontractor within 48 hours of delivery, or, in case of failure of delivery, within 15 days of the date that vehicle was scheduled to be 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 written claim. *Constantin Antonie* 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 *CONSTANTIN ANTONIE* BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**
10. *Constantin Antonie* shall hold any deposit made by Customer pending completion of the vehicle transport. The deposit at that time will be applied to the total cost of the vehicle transport. If *Constantin Antonie* is unable to pickup the vehicle for transport within 15 days, the entire amount of the deposit shall be refunded to Customer upon Customer's request to cancel the service of *Constantin Antonie*. Customer may additionally cancel this Agreement at any time, prior to, 15 days after the vehicle ready date. In such event, a cancellation charge of \$100.00 will be deducted from the deposit and the remaining deposit shall be returned to Customer. If a truck has been dispatched to pickup the vehicle and for any reason the vehicle is not ready, a fee of \$150.00 will be deducted from the customer's deposit.
11. The entire amount of the transport charge is due and payable without discount upon tender of the vehicle(s) regardless of the loss of, or damage to, the vehicle(s) at any stage of the transport. An additional charge of \$150 will be assessed if the vehicle becomes inoperative for any reason during the transport. An oversized vehicle fee of \$300 will be imposed unless such vehicle has been pre-approved and disclosed prior to transport.
12. Customer and/or its agent are jointly and severally liable for any and all unpaid charges including, but not limited to sums advanced or disbursed by *Constantin Antonie* or its subcontractor and any and all cost of collection, including costs and reasonable attorney fees. Unless the order has been prepaid or *Constantin Antonie* has otherwise agreed in writing, Customer shall pay all COD amounts, including any additional charges, in cash or certified funds. *Constantin Antonie* will have a lien on the vehicle(s) for any charges that remain unpaid and any such lien will survive the delivery of the vehicles.
13. Customer shall defend, indemnify and hold *Constantin Antonie* and its subcontractor harmless from any cost, expense, damage, loss and claim, including any third party property or personal injury claim, arising out of or related to Customer's breach of any warranty or obligation hereunder.
14. Performance under this contract shall be excused to the extent such performance is prevented by force majeure. The term "force majeure" shall include acts of God or the elements, acts of a public enemy, acts of terrorism, riots, strikes, labor disputes, fires, explosions, floods, acts or orders of civil or military authorities, or other causes beyond the reasonable control of the party declaring the force majeure events. Such excuse from performance shall continue until the force majeure event ceases to exist.
15. 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 *Constantin Antonie* and Customer and may not be changed except when in writing by an officer of *Constantin Antonie*.
16. This Agreement shall be governed by and construed in accordance with laws of the state of Ohio. The parties further agree that any legal action arising out of this Agreement shall be filed in a court of competent jurisdiction within Trumbull County, Ohio. Customer hereby submits to the jurisdiction of such courts and waives any and all defenses based on lack of personal jurisdiction.

Customer Name _____

Customer Signature _____

Date _____