



4304 Cox-Smith Road, Mason, Ohio 45040  
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## Terms and Conditions

**NOTE: Specialty Mobile Systems will not be liable for the following:**

1. Convertible tops that are loose, torn, brittle or have extensive wear, sunroof and/door air deflectors.
2. Glass breakage or cracking, when not caused by carrier, such as heat combustion, prior cracks, T-top flex.
3. Articles of personal items left in the vehicle.
4. Owner is responsible for preparing vehicle for shipment. All loose parts, fragile or protruding accessories, low hanging spoilers, rear window louvers, car antennas, etc., must be removed and/or properly secured. Any part of the vehicle that falls off in transit is shipper's responsibility, including damage to any and all vehicles involved, caused by said part/fluid.
5. We are not responsible for faulty craftsmanship due to manufacturing defects (ex. defects in factory welds of tie downs) or damage those results to vehicle from the tie downs breaking or tearing.
6. Mechanical functions, exhaust assembly, under carriage, alignment, suspension, tuning of engine, or car alarms.
7. Damage caused by leaking fluids, battery acids, cooling system antifreeze solution, rock chips, industrial fallout or fallout resulting from acts of God.
8. Damage caused by freezing of cooling system and or batteries. Protection from freezing will be furnished by and at the expense of the shipper.
9. Damage to antennas that do not retract to within three (3) inches of car body. All cellular telephone antennas must be removed.
10. A service charge ("INOP" fee) will be added to jump-start or winch the vehicle on or off transporter, the safest way possible.
11. Loss or damage to any radio equipment and/or cellular phones not originally equipped from factory.
12. Damage unable to detect due to vehicle's dirty condition.
13. Damage arising from rust, advanced age of vehicle, defective or worn parts, nor wear and tear that can be caused by everyday use, as if been driven by customer.

**Additional Contract Terms and Conditions**

**The owner/shipper and Specialty Mobile Systems agree to the following:**

1. By Owner's signature, or that of his/her agent's signature, Specialty Mobile Systems, (hereinafter referred to as SMS), and driver or agents, jointly or separately are authorized to operate and transport the vehicle(s) from the point of origin specified to the point of departure for service and to the specified final destination.
2. SMS agrees to make all the efforts possible to provide the most excellent shipment of described vehicle(s) – insofar as they will not compromise its standard of safety or quality. The owner understands that ample notice of intent to ship is a primary contingency factor. The owner/agent and SMS also understand that any shipment, regardless of type of trucking, may be delayed due to adverse weather or road conditions, illness, mechanical breakdown of trucks, supply and demand for trucks and drivers, etc. IN ABSOLUTELY NO CASE WILL SMS BE RESPONSIBLE FOR, OR RE-IMBURSE, CAR RENTAL EXPENSE.
3. Owner designates persons listed at pick-up point or final destination, as appointed agent for the purpose of delivering to, or accepting from the owner's vehicle from SMS.
4. SMS and Carrier are not licensed or insured to carry household good or personal items. Absolutely NO personal items can be transported in the vehicle(s). Neither SMS nor any Carriers SMS may broker to are responsible for damages (either interior or exterior) caused to vehicle(s) by any personal items inside of vehicle(s). Any costs, damages, sit time, or citations issued to Carrier due to or caused by excess weight of personal items in vehicle(s) will be the sole responsibility of the vehicles' owner/agent. Any delay time, fines, bail and/or impound fees will be paid by owner and/or agent prior to release of vehicle(s). Driver of Carrier is not permitted to waive any contract requirement.
5. Should this order be canceled before being assigned to the Carrier for any reason, an administrative charge of \$50 will be assessed in addition to the non refundable deposit. Should this order be cancelled, for any reason, after being assigned to a Carrier, an administrative charge of \$100 will be assessed in addition to the non refundable deposit. This fee will be in addition to any other charges relative to the shipment, i.e., storage charges, pickup fees, long distance phone calls, etc. There will be no cancellation charge if the owner wishes to change the shipping date, provided the new date falls within 30 days before, or after, the originally scheduled date. In addition, if cancellation occurs and it is rescheduled within the subsequent 6-month period, then shall receive a 100% credit of the cancellation fee toward the rescheduled shipment. Notification of cancelled order must be made in writing, directly to SMS. Refunds will be processed in 30 days.
6. If for any reason, the owner/shipper or his/her appointed agent failed to take possession of the vehicle(s) within three (3) calendar days of notification of arrival at SMS's designated terminal, a storage charge and/or terminal fee shall be assessed unless acceptable prior arrangements are made. This storage charge shall also accrue if owner/shipper or agent fails to retrieve vehicle(s) within three (3) calendar days after notifying SMS and/or shipper of his/her intent to cancel the shipping order. This charge will accrue at the rate of \$25.00-\$50.00 per calendar day, per vehicle, beginning on day four (4). The vehicle(s) and/or

- other item(s) will be subject to all lien and auction rights of SMS in order to satisfy and unpaid storage, terminal fees and transportation costs. SMS will commence legal action for these costs beginning thirty on (31) days from the date of notification.
7. If, upon attempted notification by phone to consignee or agents of delivery of vehicle(s) cannot be made by SMS or Carrier; the vehicle(s) will be taken to closet terminal, at the discretion of SMS. All C.O.D.'s, terminal fees, storage fees, additional trucking fees, phone charges, if any, would be due and payable to SMS in either cash or cashier's check prior to release of vehicle(s) to owner and/or agents. In certain circumstances, i.e., weight restrictions, steep hills, overhanging trees, narrow streets, low bridges, cull-de sacs, etc., the Carrier, on a "door-to-door" order, may have to arrange with owner/agent to meet him/her at a legal and/or safe pick-up or drop-off point as close as possible to the "door" to give/receive vehicle(s). Carrier will phone consignee/agent between 3 and 24 hrs. prior to pick-up or drop-off of vehicle(s) so that any C.O.D.'s due to truck driver can be prepared.
  8. Any claim or dispute arising under this agreement shall be submitted to binding arbitration under the rules of the American Arbitration Association and the arbitration shall be at Cincinnati, Ohio. The decision of the arbitrators shall be binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrators may award attorneys fees to the prevailing party.
  9. Owner/consignee agrees to allow SMS to act as its agent in dealing with the trucking facilities, and to exercise its efforts on owner's behalf in placing the order with a Carrier they deem fit. Said Carrier will route (vehicle(s) from origin to destination by a suitable route and does not agree to any specific routing. SMS cannot make any guarantees for exact delivery time or day.
  10. Owner understands and agrees that the Carrier provides primary insurance. Vehicle order is subject to the terms and conditions of individual trucking companies used by SMS for shipment. While SMS and it's agents are driving the vehicle(s) for purposes of parking, storage and prior to loading and after unloading off a truck incidental to performance of the obligations under this Agreement, SMS shall have the full benefit of any insurance that has been effected by owner/shipper on the vehicle.
  11. Per Federal Highway Administration /U.S. Department of Transportation rules and regulations and any successive applicable rules and regulations and any applicable state or federal law or statute regarding any claim for damages arising out of the use of a truck to deliver owner's vehicle must be taken up directly with the Carrier that SMS brokered the shipment to. If there is any damage, the liability for same lies solely with the Carrier, not SMS. SMS will furnish owner/consignee with name and phone number of the Carrier used for transport and will assist in providing any other necessary information, should a claim arise. Any claim for damage must be submitted in writing, along with at least two (2) estimates of damage from authorized body shop or automobile dealership along with clear photographs of said damage. The claim must be postmarked to SMS within five (5) days of owner/agent receiving vehicle(s).
  12. If there is any problem regarding a trucking delivery, any balance due the truck must be paid before a claim can be honored. First, the damage should be properly noted on the delivery receipt (Bill of Lading) while the driver is still there and the balance of the shipping if applicable is to be paid in cash, COD or money order, made out to Carrier. A copy of the delivery receipt/vehicle(s) inspection form, estimates and pictures should be sent in hard copy to SMS immediately so as to expedite a proper resolution. Payment to the driver or signing of the Bill of Lading at destination without notation of damage, no matter what time of day or night, or type of weather, shall be evidence of satisfactory delivery of vehicle(s). Failure to do so indicates satisfactory delivery and no further claims can/will be honored by Carrier for SMS. All claims are to be reported within five (5) business days of the delivery to SMS either by phone, 800-789-5250, by fax 513-398-3577, by mail at 4304 Cox-Smith Rd. Mason, Ohio 45040, or by e-mail at [customerservice@autotransportspecialty.com](mailto:customerservice@autotransportspecialty.com).
  13. All cash on delivery (C.O.D.) charges must be paid in either CASH or CASHIERS CHECK only; no other form of payment will be accepted.
  14. Full payment can be made by credit card with a \$35.00 processing fee.
  15. This contract may be amended and/or modified only by written agreement signed by all parties hereto.
  16. Terms and Conditions of this agreement shall be binding upon the representative and assigns of each party hereto.

**SIGNED AND AGREED X** \_\_\_\_\_

**PLEASE SIGN AND RETURN ORDER FORM AND SIGNED TERMS AND AGREEMENT TO:**

**BY MAIL TO:**

Specialty Mobile Systems  
4304 Cox-Smith Rd.  
Mason, OH 45040  
Attn: Customer Service

**OR BY FAX TO:**

Specialty Mobile Systems  
513-398-5122  
Attn: Customer Service

**In certain circumstances order can be taken over the phone if the need arises.**