Montway Auto Transport® is a registered and bonded property broker (MC#611862). This agreement is between solely the customer and his, her or its duly authorized agents, (hereinafter referred to as "Customer"), and **Montway, Inc. (DBA Montway Auto Transport)**.

Cancellation & Refund Policy

The option to cancel a shipping order is available at any time, at no cost and with no cancellation fee, as long as the order has not yet been assigned (dispatched) to a Carrier (transporter). Our services are considered rendered when a Carrier (transporter) is assigned to an order.

Refunds will be processed within 48 business hours of the cancellation request.

Cancellation of an order must be submitted in writing via email sent to info@montway.com. **Montway, Inc.** does not accept or honor cancellations made via phone call.

Once a Carrier (transporter) has been assigned (dispatched) to a shipping order, **Montway, Inc.** notifies Customer via email (to the email address provided at service booking).

If Customer decides to cancel the shipping order after a Carrier (transporter) has been assigned (dispatched), $199 cancellation fee will be assessed, as our services have been rendered. Any remaining balance will be refunded in full.

Contract Terms and Liability Disclaimer

1. Carrier will pick up and deliver as close to Customer's door as legally and safely as possible. A mutually agreed upon place to load or unload the vehicle(s) may be necessary due to low hanging trees, low hanging wires, narrow streets and residential area restrictions.
2. **Montway, Inc.** shall provide Customer with an estimated pickup and estimated delivery date. However, delays may occur prior to, and/or during, transport due to weather, road conditions, mechanical problems, etc. There are absolutely no guarantees regarding pickup or delivery times and dates. **Montway, Inc.**/Carrier shall not be held responsible for loss or damages

occasioned by delays of any kind or for any reason, car rental fees or any accommodation fees. **Montway, Inc.**/Carrier shall not be held liable for failure of mechanical or operating parts of Customer's vehicle.

3. **Carrier** is authorized to operate and transport Customer's motor vehicle between its pickup location and the destination set forth on the shipping order and Bill of Lading.
4. Customer must prepare vehicle for transport. All loose parts, fragile accessories, low hanging spoilers, etc. must be removed or secured. Customer shall remove all non-permanent, outside mounted luggage and other racks prior to shipment. Vehicles must be tendered to Carrier in good running condition (unless otherwise noted) with no more than a half tank of fuel (preferably 1/4 tank). Any part of the vehicle that falls off during transport is Customer's responsibility including damages caused by said part to any vehicles(s) and/or person involved.
5. Customer must disarm any alarm system installed in the vehicle or provide proper instructions for this matter. In the event said alarm sounds and there are no keys or instructions to turn it off, Carrier may silence alarm by any means.
6. Luggage and personal property must be confined to one suitcase OR one bag in the trunk only, with no heavy articles, and is not to exceed 100 lbs. Carrier and **Montway, Inc.** are not liable for personal items left in vehicle, nor for damage to vehicle caused by excessive or improper loading of personal items. No personal property shall be transported in customer's vehicle(s) that includes, but is not limited to, Explosives, Guns, Ammunition, Flammable Products, Narcotics, Negotiable and Legal Papers, Alcoholic Beverages, Jewelry, Furs, Money, Live Pets, Live Plants or any unlawful contraband. Customer agrees that **Montway, Inc.**/Carrier may confiscate or dispose of said items with no remuneration. **Montway, Inc.**/Carrier will not be held responsible for delivery of personal property. If Customer wishes to put items in the vehicle, he does so at his own risk.
7. International Orders: the car must be empty except for factory installed equipment. Indicate the serial number and give car's approximate value in U.S. dollars. Customer is responsible for the proper customs paperwork. (Ask the assigned Carrier for help with these documents.) Any order placed on our website that has a pickup and/or delivery location, such as a port, will be subject to an additional charge of $100. The booked price on our website https://www.montway.com does not include the extra charge of $100.

8. If the vehicle is inoperable or oversized (dual or oversized wheels, extra-large, racks, lifted, limo, etc.) Customer must inquire as to the extra charges. If **Montway, Inc.** is not advised of inoperable or oversized/modified vehicles prior to pickup, all extra charges must be paid in cash or money order to the Carrier upon delivery.
9. Customer agrees that **Montway, Inc.** has the right to reject (cancel) any order for any reason at any time.
10. At the time of pickup, Customer and Carrier will carefully inspect the vehicle for pre-existing damage (exterior only) by completing a vehicle inspection report recorded on the Bill of Lading. Carrier and Customer will both acknowledge the condition of the vehicle and Customer will sign and receive a copy of the Bill of Lading.
11. At the time of delivery, Customer and Carrier will carefully inspect the vehicle for possible damages incurred during transit. Carrier and Customer will both acknowledge the condition of the vehicle and Customer will sign and receive a final copy of the Bill of Lading.

    Damage must be noted in the proper place on the Bill of Lading and signed by Customer regardless of weather conditions, time of day or day of week. Signing the Bill of Lading and inspection report without notation of any damage verifies that Customer has received his vehicle(s) in satisfactory condition, and that Montway, Inc./Carrier and their agents are relieved of any further responsibility. Carrier damage claims are covered by a minimum of $750000 public liability and property damage. All claims must be submitted in writing within 24 hours of delivery. **Montway, Inc.** will share the Carrier insurance policy details upon request. Customer agrees that **Montway, Inc.** is not liable for any property damage claims to Customer's vehicle and that his, her or its sole remedy is against the Carrier.

    Customer agrees and understands that Montway, Inc. is a registered transportation and property broker and is acting solely in the capacity of a broker. Customer allows Montway, Inc. to contract with other licensed and insured Motor Carrier(s), (hereinafter referred to as "Carrier"), to transport the vehicle(s) described in this shipping order. Montway, Inc. and Carrier reserve the right to use multiple modes of transportation, including but not limited to truck, rail and ship.

Customer further agrees and understands that Montway, Inc.'s sole responsibility in the transaction between the customer and Montway, Inc. is to procure a carrier for shipment of the customer's property. Customer understands that Montway never takes possession of, transports, or delivers the Customer's property.

Customer agrees and understands that all claims for damage to property arising out or occurring during the taking possession of, transporting, or delivery of Customer's property falls under the Carmack Amendment, if the transport is interstate.

As outlined in Section 10761 of the Interstate Commerce Act (49 USC 10761) the payment of freight charges may not be postponed due to alleged loss or damage. These charges should be paid in full and the portion applicable to the lost or damaged item should be included in the freight claim.

The following items are important to remember:
a) Claims and payment of freight charges are two entirely different transactions.
b) ICC regulations prohibit withholding the payment of freight bills due to a pending claim. (Administrative Ruling No. 128)
c) Without payment of the freight charges, payment for transportation has not been made. A valid claim will not be paid until freight charges are made.

12. Carrier accepts responsibility of vehicle after pre-inspection is done and Bill of Lading is signed by the Customer. Carrier responsibility will end when the vehicle is delivered and Customer signs final Bill of Lading inspection.
13. **Montway, Inc.**/Carrier will not be responsible for damage caused by acts of God, hail or storm damage, or damage resulting from worn/broken parts of vehicle or added personal items.
14. Customer shall, in their absence, designate a person to act as their agent at the point of pickup and/or delivery if for any reason they are unavailable.
15. Customer warrants that he/she will pay the full transportation price due to **Montway, Inc.**/Carrier in full and will not try to offset any dispute for damage claims and/or delays etc. from freight (transport) charges. It is Customer's responsibility to provide payment when Carrier arrives- unless

the balance has been pre-paid in full. All payments to Carrier on orders booked as "Discounted Cash Price" must be in the form of cash, cashier's check or money order - no exceptions. Certified funds must be made payable to the delivering Carrier and not to **Montway, Inc.** Personal checks, debit or credit cards for orders booked as "Discounted Cash Price" will NOT be accepted for the remaining balance - no exceptions. Customer agrees that if the payment cannot be made by these methods, the vehicle will be stored, at Customer's expense, until Customer pays in full all transport charges. Should Customer be unable to accept delivery for any reason, the vehicle will be placed in storage. Any and all storage and re-delivery charges will be the responsibility of Customer.

16. Customer agrees not to make any disparaging comments in any medium about **Montway, Inc.** at any time after customer's initial communication with **Montway, Inc.** In the event of a breach of this paragraph, the customer agrees to pay **Montway, Inc.** liquidated damages in the amount of $15,000.00 to cover reputational and other losses suffered due to customer's negative statements plus Montway, Inc.'s attorneys' fees and costs should **Montway, Inc.** need to file litigation to enforce and/or recover damages pursuant to this section. The parties agree that quantifying losses arising from Customer's disparaging statements is inherently difficult insofar as the effect and reach of said statements to potential customers. As such, the agreed upon sum is intended to serve as a reasonable measure of damages based upon Montway, Inc.'s prior experience and not as a penalty for breach of this provision. For purposes of this section, "disparaging comments" is defined as negative statement, whether true or untrue and/or opinion or fact, regarding the services provided by **Montway, Inc.** the transaction, the transport of the property at issue in the transaction, any communications with **Montway, Inc.** and its agents, and/or **Montway, Inc.** in any capacity.
17. This Agreement shall be construed in accordance with the laws of the State of Illinois.
18. The parties here agree that all actions or proceedings arising in connection to this agreement shall be tried and litigated exclusively in the State or Federal (if permitted by law and a party elects to file an action in federal court) courts located in Cook County, in the state of Illinois. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than

that specified in this section. Each party waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section. By action of this provision, the parties agree to submit to the personal jurisdiction of the aforementioned court.

19. Customer shall defend, indemnify, and hold harmless **Montway, Inc.** from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, imposed by a court of law or by administrative action of any federal state or local agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of **Montway, Inc.**, or the Carrier, its personnel, employees, agents, or contractors in connection with or arising out of **Montway, Inc.** or the Carrier's actions. The indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, attorney's fees, and related costs or expenses, and any reimbursements to **Montway, Inc.** for all legal expenses and costs incurred by it.
20. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
21. Invalidity or unenforceability of one or more of the provisions in this Agreement shall not affect any other provisions of this Agreement.

This agreement and any shipment here under is subject to all terms and conditions of Carrier's tariff and the uniform straight Bill of Lading, copies of which are available at the office of Carrier. This supersedes all prior written or oral representation of **Montway, Inc.** and constitutes the entire agreement between Customer and **Montway, Inc.** and may not be changed except in writing signed by an officer of Montway. Inc. Customer warrants that he, she or it has read this agreement in its entirety and by continuing with the transaction, fully understands and agrees to its terms. Further, Customer waives any claims or defenses based in whole or in part on not reading, knowing, or understanding these terms and conditions and agrees to indemnify and hold harmless **Montway, Inc.** for any fees or costs, including attorney's fees and costs, arising out of any claims or defenses asserted based upon not reading, having knowledge of, or understanding these terms and conditions.

Montway, Inc.'s U.S. Department of Transportation Broker's license number is **611862**.