



## SERVICE CONTRACT

### Customer Terms & Conditions

1. **Terms and Acceptance.** BIDBUY IMPORTERS/BORDER123.COM is a licensed transportation broker as legally defined under 49 U.S.C. §13102 Definitions (2), and 49 C.F.R. §371.2.

Customer understands & agrees that BIDBUY IMPORTERS/BORDER123.COM is a licensed transportation broker and NOT the transporter. Customer agrees that BIDBUY IMPORTERS/ BORDER123.COM will serve as the transportation broker between a transportation carrier ("Carrier") and Customer and that a vehicle owned by Customer will be transported by the Carrier, per the standard terms and conditions ("Standard Terms and Conditions") stated herein and are valid for acceptance by Customer.

Customer agrees that they are the legal registered owner of the vehicle being transported, or has been authorized by the legal registered owner, to enter into this agreement for transportation of said vehicle(s). If Customer is an individual, Customer agrees that they are over the legal age of eighteen (18) and is able to legally enter into this Agreement.

BIDBUY IMPORTERS/BORDER123.COM and Customer collectively are hereby referred to as "Parties" and each a "Party" in this Agreement.

**CUSTOMER'S SUBMISSION OF AN ORDER OR OTHER SIMILAR DOCUMENT IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY BIDBUY IMPORTERS/BORDER123.COM. IF CUSTOMER FAILS TO RETURN THIS AGREEMENT SIGNED TO BIDBUY IMPORTERS, BUT ALLOWS THE CARRIER ASSIGNED BY BIDBUY IMPORTERS/ BORDER123.COM TO TRANSPORT CUSTOMER'S VEHICLE, THE CUSTOMER EXPRESSLY AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.** Customer's online acceptance, electronic signatures, fax, or scanned images of signature pages, will be deemed an execution an agreement or document. All orders or any other agreement between Customer and BIDBUY IMPORTERS/BORDER123.COM will be governed by the Customer Terms and Conditions, which may be amended from time to time by BIDBUY IMPORTERS/BORDER123.COM. Should BIDBUY IMPORTERS/BORDER123.COM provide Services to Customer under the Agreement, BIDBUY IMPORTERS will have the rights and obligations accompanying any such order or purchase.

2. **Payment and Prices.** BIDBUY IMPORTERS/BORDER123.COM reserves the right to terminate a price estimate prior to acceptance by Customer. BIDBUY IMPORTERS/BORDER123.COM may change the terms of a payment of an order, if, prior to transportation, BIDBUY IMPORTERS/BORDER123.COM determines there is a significant change in the financial condition of Customer or Customer is in breach of an order. In the event BIDBUY IMPORTERS/BORDER123.COM so terminates an order, such termination shall be without liability to BIDBUY IMPORTERS/BORDER123.COM and shall be effective upon written notice of termination or modification to Customer. Prices stated in a quotation or invoice do not include taxes unless stated therein. Unless Customer shall have provided BIDBUY IMPORTERS/BORDER123.COM with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon BIDBUY's net income) imposed upon the transportation shall be paid by Customer. Time is of the essence with regard to payments to BIDBUY IMPORTERS/BORDER123.COM. Past due amounts are subject to an interest charge of the lower of one and one-half percent (1.5%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection, including but not limited to attorney fees. If Customer becomes delinquent with its payment obligations or if BIDBUY IMPORTERS/BORDER123.COM determines that Customer's business operations become a risk of collection, BIDBUY IMPORTERS/BORDER123.COM may, at its option, require that all purchase orders be paid C.O.D. Payment to BIDBUY IMPORTERS/BORDER123.COM is not contingent upon Customer's receipt of payment from any other party.
3. **Cancellation by Customer.** Customer agrees that it will have only one agreement with one transport company at any one given time. Customer will be charged a cancellation fee of \$100.00 if the transportation order is cancelled with BIDBUY IMPORTERS/BORDER123.COM due to double booking with another transport company or if cancelled after BIDBUY IMPORTERS/BORDER123.COM has already dispatched Carrier.
4. **Delivery.** All pickup and delivery dates are estimates. When Customer's order is dispatched to the Carrier, BIDBUY will give an estimated pickup and delivery date to Customer. IT IS NOT UNUSUAL FOR A TRUCK TO GIVE BIDBUY IMPORTERS/ BORDER123.COM AN ESTIMATED PICKUP OR DELIVERY DATE AND THEN THE TRUCK ARRIVES A DAY OR TWO EARLIER OR LATER than expected. It is BIDBUY IMPORTERS/BORDER123.COM responsibility to contact Customer for pickup and delivery dates and times. Please know that many Carrier policies of door to door delivery mean the Carrier will get as close as possible to the desired location. However, local traffic laws, weight and height restrictions, low hanging branches, tight turns, etc., in getting to the desired location on local streets take priority. No reduction in transport fees are allowed for these reasons.

5. **Inspection Reports.** IT IS CUSTOMER'S RESPONSIBILITY TO SECURE INSPECTION REPORTS FROM THE RECEIVER OR CARRIER AT PICKUP AND DELIVERY, WHETHER CUSTOMER ON SITE OR NOT. Any damages during loading, unloading, and/or transport of the vehicle are the sole responsibility of the Carrier and are subject to the Carrier's Bill of Lading ("BOL") terms & conditions. Any damage claims against the Carrier **must** be clearly noted on the Carrier's BOL and/or inspection form at the time of delivery and Customer **must** keep a copy of the inspection form, at both pickup/drop off and delivery. The damage noted on the BOL must be signed off by both the Customer and the delivery driver or drop off attendant representing the Carrier. A proper inspection by the Customer is mandatory at pickup/drop off and delivery. If this is not done properly at the time of delivery, "after the fact" claims against the Carrier may not be processed, as the time of damage and by whom is unknown. BIDBUY IMPORTERS/BORDER123.COM is NOT responsible for any damages or losses caused by damages. The customer understands that damage insurance, which can only be provided by the Carrier, is not insurance purchased by BIDBUY IMPORTERS/BORDER123.COM, but on the customer's behalf by Carrier. Insurance only covers Customer's vehicle and nothing transported inside the vehicle. BIDBUY IMPORTERS/BORDER123.COM will verify that the truck has cargo insurance by getting a certificate of insurance faxed to our office from the Carrier's insurance company.
6. **Exclusive Warranties and Remedies.** Customer understands that if items are to be packed in the vehicle, BIDBUY IMPORTERS/BORDER123.COM sales representative must be told how much extra weight will be in the vehicle when placing the order. IF CUSTOMER FAILS TO MENTION ANY EXTRA WEIGHT WHEN PLACING THE ORDER, PLEASE CALL THE SALES REPRESENTATIVE BACK IMMEDIATELY AND GIVE AN ESTIMATED WEIGHT OF THE EXTRA ITEMS. Failure to do so, may result in the Carrier demanding extra money to haul your vehicle because of the extra weight under Federal DOT rules. NO household goods (TV, microwave, stereo, etc.) can legally be packed under Federal D.O.T. laws. This Federal DOT Law applies to ALL auto transport companies. The customer understands that any items packed inside the vehicle is NOT covered by any insurance if damaged, lost or stolen.
7. **LIMITATION OF LIABILITY: IN NO EVENT SHALL BIDBUY IMPORTERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE OR DOWNTIME, EVEN IF BIDBUY IMPORTERS HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL BIDBUY IMPORTERS LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE SERVICES.**
8. **Damages.** As the broker and not the transporter, BIDBUY IMPORTERS is not responsible for any damages or losses caused by damages by the Carrier. If Customer feels its vehicle has been damaged by the Carrier, please refer to condition paragraph 5 above on the proper steps to report a claim. If damage is minor and the Carrier is still on site, it is recommended that a resolution try to be resolved at that time. If the purported damage results in needing to file a claim with the Carrier's insurance company, BIDBUY IMPORTERS will provide Customer with Carrier's insurance information, upon Customer's request. It is Customer's responsibility to file a claim. A claim will not be filed by BIDBUY IMPORTERS. Customer understands that if the insurance company awards damages, it is standard for the insurance company to pay the damage amount minus the Carriers deductible. It is Customer's responsibility to collect the withheld deductible directly from the Carrier.
9. **Indemnification.** To the fullest extent allowed by law, Customer will indemnify, defend and hold BIDBUY IMPORTERS and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "**Indemnitees**") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "**Liabilities**") proximately caused by the Customer ("**Indemnitor**").
10. **Confidentiality.** The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is considered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care. The following information will not be considered confidential: (a) part of the public domain, (b) known to the recipient prior to the disclosure to the recipient, (c) disclosed to a third-party by the disclosing party without a written obligation of confidence; (d) rightly received by the recipient from a third party; or (e) independently developed by the recipient without access to the confidential documentation.
11. **Independent Contractors.** The parties' relationship during the term of this Agreement shall be that of independent contractors.
12. **Waiver.** Any waiver of a breach of this Agreement shall not be effective unless in a writing signed by an officer of the waiving party.
13. **Survival.** The termination of this Agreement shall not affect the obligations of either party to the other that arise under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.
14. **Governing Law.** This Agreement and any contracts formed between BIDBUY IMPORTERS/BORDER123.COM and Customer, shall be governed by the laws of the State of Washington, regardless of the conflicts of laws thereof. Jurisdiction to enforce the mediation and arbitration provisions of this Agreement is agreed to be in the Federal and/or State Courts located in Bellingham, WA. Any claim against BIDBUY IMPORTERS/BORDER123.COM will be adjudicated on an individual basis and will not be consolidated in any proceeding with any claim or controversy of any other party.

15. **Force Majeure.** BIDBUY IMPORTERS/BORDER123.COM will be excused from a delay in performing or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence of a contingency beyond its reasonable control, which contingencies include acts of God, act of public enemy, war, riot, power failure, public disturbance, sabotage, transportation delay, shortage of raw material, energy, or machinery, interruption caused by government or judiciary, fire, lack of cooperation or assistance by Customer, labor interruption, accident, and floods, or any disruption caused by a third party that materially impairs BIDBUY IMPORTERS/BORDER123.COM performance hereunder (a "Force Majeure Event"). In such event, the performance times will be extended for a period of time to account for the loss due to the Force Majeure Event. In the case of a Force Majeure Event, a party which seeks excuse from performance or timeliness of performance must act with due diligence to remedy the cause of, or mitigate such delay or failure.
16. **Termination.** BIDBUY IMPORTERS/BORDER123.COM reserves the right at any time without cause or breach, to terminate this Agreement with Customer. In the event of such termination, BIDBUY IMPORTERS/BORDER123.COM will honor accepted orders but will not accept any additional orders and all obligations which are still executory on either side shall be discharged, and BIDBUY IMPORTERS/BORDER123.COM shall not be liable to Customer for any loss of anticipatory profits, incidental or consequential damages, but BIDBUY IMPORTERS/BORDER123.COM shall retain any right or remedy based on a breach.
17. **Taxes.** Customer will be solely responsible for all taxes, unless BIDBUY IMPORTERS/BORDER123.COM expressly agrees otherwise in writing.
18. **Anti-Corruption.** Customer will comply with the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption laws. Customer represents, warrants, and covenants that it, its officers, agents, employees, or affiliates have not and will not make or offer any payments to, or confer or offer any benefit upon any third party, including any person/firm employed by or on behalf of any governmental customer, government official, employee, political party, employee of political party, or political candidate with the intent to influence conduct in any matter relating to the subject of this Agreement.
19. **Non-Exclusive/Non-Restrictive Relationship.** Except as stated in paragraph 3 above, the relationship of the Parties is not exclusive, and any BIDBUY IMPORTERS/BORDER123.COM may independently develop or provide Goods which may be the same or similar to those contemplated herein.

**Customer Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_