



## **ADL LOGISTICS LLC TERMS OF SERVICE**

### **TERMS AND CONDITIONS**

**1. Proximity of Pickup and Delivery Locations:** The Carrier will exert all commercially reasonable efforts to conduct the pickup and delivery services in close proximity to the Customer's designated locations, complying with all applicable legal and safety regulations. Notwithstanding, in instances where logistical barriers such as low-hanging trees or wires, narrow streets, or residential area restrictions impede the originally agreed upon locations, the Carrier and ADL LOGISTICS LLC retains the right to identify and designate an alternate, suitable location in the vicinity of the initial area, for the completion of the loading or unloading processes.

**2. Estimated Pickup and Delivery Dates and Potential Delays:** ADL LOGISTICS shall furnish the Customer with an estimated pickup and delivery date. Nevertheless, it is essential to acknowledge that various factors, such as weather conditions, road conditions, mechanical issues, and other unforeseen circumstances, may lead to delays before or during transportation. Consequently, ADL LOGISTICS and the Carrier cannot provide any explicit guarantees concerning pickup or delivery times and dates.

As a result, ADL LOGISTICS and the Carrier shall not be held accountable for any losses or non physical damages arising from delays of any nature or cause, including but not limited to car rental fees or accommodation expenses. Furthermore, ADL LOGISTICS and the Carrier shall not assume liability for any mechanical or operational malfunctions affecting the Customer's vehicle during the transportation process.

**3. Authorization and Options for Vehicle Operation for Loading and Offloading:** The Carrier is granted full authorization to operate and transport the Customer's motor vehicle for the sole purpose of loading and offloading between the designated pickup location and the destination specified in the shipping order and Bill of Lading. In the event that the loading zone is situated at a distance from the vehicle's storage location, the customer or their affiliates shall have two options:

- (a) Bring the vehicle to the designated truck location themselves,
- (b) Grant the Carrier permission to bring the vehicle to the truck on their behalf, with the understanding that the customer assumes liability for any associated risks or damages resulting from this arrangement..

**4. Obligation to Prepare Vehicle for Transport:** It is incumbent upon the Customer to ensure the vehicle is suitably prepared for transport. Any loose components, delicate accessories, and low hanging spoilers, among other items, should be duly removed or appropriately secured. The Customer is expressly required to remove all non-permanent fixtures, including but not limited to, externally mounted luggage and other racks, prior to shipment. The vehicle should be delivered to the Carrier in a condition deemed to be in good working order, except as otherwise explicitly stated in the contractual agreement.

Any parts or accessories that dislodge or become detached from the vehicle during the transport process shall fall under the sole responsibility of the Customer. The Customer shall be held accountable for any damages incurred as a result of such detachment to any property, including but not limited to, vehicles and/or persons. ADL Logistics LLC shall not be held liable for any such damages that might arise under these circumstances.

**5. Obligations Pertaining to Vehicle Alarm Systems:** The Customer is obliged to disable any existing alarm systems affixed to the vehicle prior to transport, or to furnish the Carrier with accurate instructions for deactivation. In circumstances where an alarm is activated during the transport process, and no keys or explicit instructions have been provided for its deactivation, the Carrier reserves the right to silence the alarm utilizing any reasonable means necessary. ADL Logistics LLC shall not bear any liability or responsibility for any potential damages or consequences arising from the alarm silencing procedure under such circumstances.

**6. Conditions Pertaining to Luggage and Personal Property:** The Customer may stow a single suitcase OR bag within the trunk of the vehicle, provided that the contents do not contain heavy articles and the total weight does not exceed 100 lbs. Neither the Carrier nor ADL Logistics LLC shall be held liable for any personal items left within the vehicle, or for damage to the vehicle that may be caused by excessive or improper loading of personal items.

The transportation of certain items within the Customer's vehicle(s) is strictly prohibited. Such items include, but are not limited to, explosives, firearms, ammunition, flammable products, narcotics, negotiable and legal papers, alcoholic beverages, jewelry, furs, money, live pets, live plants, or any form of unlawful contraband. The Customer acknowledges and agrees that ADL Logistics LLC or the Carrier reserves the right to confiscate or dispose of such items, without any form of compensation.

Furthermore, ADL Logistics LLC and the Carrier do not assume any responsibility for the delivery of personal property. Should the Customer elect to stow items within the vehicle, they do so at their own risk and without the assumption of liability by ADL Logistics LLC or the Carrier.

**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.).

**8. Provisions for Inoperable or Oversized Vehicles:** In instances where the vehicle intended for transport is inoperable or oversized (defined as having dual or oversized wheels, being extra-large, possessing racks, being lifted, or a limousine, etc.), it is the Customer's responsibility to inquire about the corresponding additional charges.

If ADL Logistics LLC is not informed of the inoperable or oversized/modified status of the vehicle prior to pick-up, any resulting additional charges must be remunerated by the Customer to the Carrier upon delivery, with payment accepted only in the form of cash or money order.

An additional charge, commencing at a minimum of \$100.00, will be levied for failing to disclose an oversized or inoperable vehicle. This charge will be automatically debited from the credit card that the Customer has provided at the time of booking or placing the booking deposit.

**9. In the Event of Non-Payment:** If no valid form of payment has been stored within the systems of ADL Logistics LLC, the Customer will receive an invoice for the outstanding amount. Any orders related to the Customer may be placed on hold and/or the customer's shipments may be retained in the possession of ADL Logistics LLC until the invoice has been paid in full. The Customer acknowledges and agrees to these terms, understanding that such actions may be taken in the event of non-payment.

**10. Right to Cancellation:** The Customer acknowledges and accepts that ADL Logistics LLC reserves the unequivocal right to reject or cancel any order, for any reason, at any time, at its sole discretion. This right extends to all circumstances and is not subject to further justification or explanation by ADL Logistics LLC.

**11. Inspection and Damage Protocols:** Upon pick-up, the Customer and Carrier are jointly responsible for conducting a thorough inspection of the vehicle for any pre-existing damage (exterior only), the details of which will be meticulously documented in a vehicle inspection report, recorded within the Bill of Lading. Both the Carrier and Customer will mutually confirm the condition of the vehicle, following which the Customer will affix their signature and request a copy of the Bill of Lading.

Similarly, at the point of delivery, the Customer will diligently inspect the vehicle for potential damages that may have been incurred during transit. Once again, both parties will mutually confirm the condition of the vehicle, the Customer will provide their signature, and request the final copy of the Bill of Lading from the driver.

**The Customer shall not release the cargo to the assigned driver without first obtaining a copy of the Bill of Lading (BOL) from the carrier/driver. If the driver fails to provide a BOL, the Customer must reject the driver and request a different one. Should the Customer, their representative(s), or the Customer's designated pickup party release the cargo without obtaining the BOL, the Customer agrees to absolve ADL Logistics LLC and its agents from any and all responsibility thereafter. The Customer is responsible for informing the designated pickup party, whether they are a private individual, seller, or business entity, of these requirements.**

Any damage observed should be precisely noted in the appropriate section of the Bill of Lading and signed by the Customer, irrespective of prevailing weather conditions, time of day, or day of the week. Signing the Bill of Lading and inspection report without indicating any damage conclusively verifies that the Customer has received the vehicle(s) in a condition deemed satisfactory, thus absolving ADL Logistics LLC, the Carrier, and their agents of any further responsibility.

**A) Liability and Damage Claims:** All damage claims involving the Carrier are covered under the stipulations of an insurance policy meeting or exceeding the minimal public liability and property damage requirements as mandated by the laws of the origin state of the shipment. Any associated claims must be presented in an official written format within a 24-hour timeframe subsequent to delivery. Upon demand, ADL Logistics LLC is obligated to reveal the specifics of the Carrier's insurance policy. In cases where the value of the shipment or vehicle surpasses the national average, it falls under the Customer's obligation to verify that the Carrier's cargo insurance coverage is either equal to or exceeds the vehicle(s)'s value."

The Customer acknowledges and agrees that ADL Logistics LLC bears no liability for any property damage claims pertaining to the Customer's vehicle and that any recourse will be solely against the Carrier. Customer agrees and understands that ADL Logistics, LLC. is a registered transportation and property broker and is acting solely in the capacity of a broker. Customer allows ADL Logistics, LLC. 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.

Customer further agrees and understands that ADL Logistics, LLC.'s sole responsibility in the transaction between the customer and ADL Logistics, LLC. is to procure a carrier for shipment of the customer's property. Customer understands that ADL Logistics 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.

**12. Start and Termination of Carrier Responsibility:** The Carrier assumes responsibility for the vehicle only after the completion of the pre-inspection process and upon receiving the Customer's signature on the Bill of Lading. This responsibility concludes once the vehicle has been delivered and the Customer has signed the final Bill of Lading inspection.<sup>13</sup> Exemption from Liability for Certain Types of Damage: ADL Logistics LLC and the Carrier explicitly disclaim responsibility for any damage caused by natural phenomena, inclusive but not limited to acts of God, hail, or storm damage. Additionally, they shall not be held accountable for damage resulting from worn or broken components of the vehicle, or from personal items added to the vehicle.<sup>14</sup> Customer shall, in their absence, designate a person to act as their agent at the point of pick up and/or delivery if for any reason they are unavailable.

### **15. Financial Responsibilities and Consequences of Non-Compliance**

**A) Payment Warranties:** The Customer guarantees payment of the transportation price and/or deposit due to ADL Logistics LLC and the Carrier in full, with the explicit understanding that no attempt will be made to offset any disputes for damage claims, delays, or other issues from freight (transport) charges. The responsibility of providing payment upon the arrival of the Carrier

rests with the Customer, unless the balance has been pre-paid in full. All payments to the Carrier for orders not pre-paid in full 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, not to ADL Logistics LLC. For orders not pre-paid in full, personal checks, debit or credit cards will NOT be accepted for the remaining balance – no exceptions.

**B) Third-Party Charges:** The Customer acknowledges that ALL fees and/or storage charges billed by third-party companies must be paid in full prior to pick up. ADL Logistics LLC bears no responsibility for any fees accrued, including but not limited to late fees and storage fees, levied by companies other than ADL Logistics LLC. In the event that the assigned Carrier agrees to cover fees or storage charges on behalf of the Customer to enable the vehicle's release, the Customer is obliged, without exception, to reimburse the amount in full upon delivery, in addition to the Cash-On-Delivery (COD) amount owed for transport. If any fees, including storage and late fees, are covered on behalf of the Customer by the driver to facilitate the release of the vehicle(s), a convenience fee of \$35.00 may be imposed by ADL Logistics LLC. This fee is required to be paid in full by credit card prior to delivery. Should the Customer refuse to pay the storage fees covered by ADL Logistics LLC or the driver, provision C) will be enacted.

C) Storage Provisions in Case of Non-Payment: The Customer agrees that if payment cannot be fulfilled by the aforementioned methods, the vehicle will be stored, at the Customer's expense, until full payment of all transport charges is made. In the event that the Customer is 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 sole responsibility of the Customer.

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.

**16. Governing Law:** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

**18. Indemnification:** The Customer agrees to defend, indemnify, and hold harmless ADL Logistics LLC from all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including but not limited to wrongful death). These claims may arise from any individuals or entities, and may be imposed by a court of law or administrative action of any federal, state, or local agency. They may arise out of or be incidental to any acts, omissions, negligence, or willful misconduct of ADL Logistics LLC, or the Carrier, including their personnel, employees, agents, or contractors. The obligation for indemnification applies, without limitation, to the payment of all penalties, fines, judgments, awards, attorney's fees, and related costs or expenses, as well as any reimbursements to ADL Logistics LLC for all legal expenses and costs incurred by it in connection with or arising out of ADL Logistics LLC or the Carrier's actions.

**19. Non-Transferability:** Neither party is permitted to assign, either directly or indirectly, any part or all of its rights or obligations under this Agreement without the prior written consent of the other party. Such consent is not to be unreasonably withheld or delayed. 20. Invalidity or un-enforceability of one or more of the provisions in this Agreement shall not affect any other provisions of this Agreement.

## **Section 22: Non-Refundable Deposit and Missed Trip Fee**

**22.1 Non-Refundable Deposit:** In the event that a carrier is dispatched for the transportation of the vehicle pursuant to this agreement, the deposited amount shall be considered non-refundable.

**22.2 Missed Trip Fee:** If the dispatched carrier is unable to effectuate the vehicle pickup due to negligence on the part of the customer or their affiliates, including but not limited to the following scenarios:

- (a) The assigned pickup party is not present at the designated location;
- (b) The assigned pickup party is unresponsive and fails to answer communication attempts;

- (c) The shipment deviates from the agreed terms and conditions of this contract;
- (d) The customer has provided erroneous information, including but not limited to addresses, phone numbers, documentation, booking numbers, or receipts;
- (e) The carrier, upon arrival at the designated location, is unable to load the cargo for reasons caused by the customer or their affiliates; or
- (f) The vehicle is not adequately prepared and ready for pickup.

In such instances, a Missed Trip Fee, amounting to a minimum of \$150.00, shall be charged to the customer. By virtue of executing this agreement, the customer grants ADL LOGISTICS LLC the authorization to charge this fee to any credit card on file, if applicable, and acknowledges that the deposit shall not be subject to refund. The obligations and responsibilities as set forth in this Section 22 shall be legally binding upon the parties hereto and shall be interpreted and enforced in accordance with the laws of the governing jurisdiction.

**23. Non-availability at Delivery and Additional Carrier Rights:** If, at the time of delivery, none of the designated contact persons are reachable, the vehicle will be deposited at the closest tow yard. All related costs shall be borne by the owner. The vehicle will only be released once the Carrier has received full payment.

A "failed delivery" refers to when the vehicle cannot be delivered to the designated location due to circumstances beyond the control of ADL LOGISTICS LLC or its subcontracted carrier, including but not limited to the unavailability of the designated contact person(s), refusal to accept the vehicle, or failure to make the necessary payment. "Non-availability at Delivery" refers to the situation where, at the time of the scheduled delivery, none of the designated contact persons are reachable or available to accept the vehicle.

A) Additional Carrier Rights Resulting from Failed Delivery: If a Failed Delivery occurs and the subcontracted carrier refuses to release possession of the vehicle, including motorcycles, the driver reserves the right to retain possession of the vehicle onboard their truck or to store it at a facility of their choice. Such facilities may include, but are not limited to, a tow yard, a terminal owned by the carrier's company, or the driver's residence, provided that the location ensures a minimum degree of security for the stored cargo.

The customer acknowledges and agrees that additional charges may arise as a consequence of the carrier's actions, including but not limited to storage fees, redelivery fees, and other related costs. The customer further understands and agrees that ADL LOGISTICS LLC shall not be held responsible for the decisions made by the driver or the carrier. Any disputes or litigations regarding additional fees, redelivery fees, or storage fees shall be solely between the carrier and the customer.

By entering into this agreement, the customer expressly agrees to release and hold harmless ADL LOGISTICS LLC from any and all liabilities, claims, or damages arising from a Failed Delivery or any actions taken by the carrier or driver in relation to the storage or handling of the vehicle.

**24. Responsibility for Direct Modifications:** ADL Logistics LLC shall not bear responsibility for any modifications or alterations initiated directly by the Client with the Carrier, unless such changes have been appropriately communicated and notified to ADL Logistics LLC in a timely manner.

### **25. Cancellation and refund policy**

A) Non-refundable Deposit after Dispatch: In the event of cancellation by the Customer after a truck has been assigned or dispatched, the deposit is non-refundable. The shipment is considered dispatched upon the sending of the Dispatch Notice email by ADL Logistics LLC to the Customer. The reception of this email, whether read or not by the Customer, signifies formal notification of dispatch. This Dispatch Notice is archived in our system and may be provided as evidence if required.

B) Double Booking Penalty: Should it transpire that the Customer has booked the same shipment with another company besides ADL Logistics (a practice referred to as "Double Booking"), the deposit is non-refundable.

C) Misrepresentation of Shipment: If the Customer misrepresents the shipment, such as inaccuracies in the vehicle size, modifications, or differing operational conditions from those initially declared, the deposit will not be refunded.

D) Cancellation Window: The Customer acknowledges that securing a truck requires time and agrees to allow a minimum of 5 business days (Monday to Friday) for ADL Logistics to arrange pickup of their shipment. If the Customer cancels an active order prior to the end of these 5 business days, the deposit is forfeited and will not be refunded.

E) Chargeback Processing Fee: If the Customer initiates a chargeback on the deposit amount following the provision of transportation service by ADL Logistics, the Customer authorizes ADL Logistics to levy a \$100.00 chargeback processing fee. The service is deemed "provided" when a carrier has been assigned and/or the shipment has been delivered. If a chargeback results in a forced return of the deposit amount, this amount, along with the chargeback processing fee, will be added to the Customer's account. Should the Customer refuse to pay these fees, the invoice will be sent to a collection agency and may be reported to credit bureaus.

**26. Jurisdiction and Venue:** Both parties concur that any actions or proceedings stemming from or related to this agreement will be tried and litigated exclusively within the State or Federal courts (should the law permit and a party chooses to initiate an action in federal court) located in Broward County, in the State of Florida. The selection of this venue is intended to be mandatory and not permissive, with the purpose of excluding the possibility of litigation between the parties with respect to, or as a result of, this Agreement in any jurisdiction other than that specified herein. Each party hereby waives any right it may possess to assert the doctrine of forum non-convenience, or any similar doctrine, or to object to the chosen venue with respect to any proceeding initiated in accordance with this clause. Through this provision, the parties agree to submit to the personal jurisdiction of the specified court.

This Agreement and any shipment executed under it are subject to all terms and conditions of the Carrier's tariff and the uniform straight Bill of Lading, copies of which are available at the Carrier's office.

This Agreement supersedes all prior representations of ADL Logistics LLC, whether written or verbal, and represents the complete agreement between the Customer and ADL Logistics LLC. Changes can only be made in writing, signed by an officer of ADL Logistics. By paying a deposit and providing ADL Logistics with their credit card information to charge said deposit, the Customer acknowledges that they have read this Agreement in its entirety, and fully understand and agree to all the terms listed above or within this contract. Further, the Customer waives any claims or defenses arising from not reading, knowing, or understanding these terms and conditions and agrees to indemnify and hold harmless ADL Logistics LLC from any fees or costs, including attorney's fees and costs, arising from any claims or defenses asserted based upon not reading, having knowledge of, or understanding these terms and conditions.

ADL LOGISTICS LLC's U.S. Department of Transportation Broker's license number is MC924892.

