



KVB AUTO TRANSPORT TERMS AND CONDITIONS OF SERVICE

We appreciate you choosing KVB Auto Transport LLC, herein (“KVB”) for your vehicle’s transportation needs. By agreeing to use our website, herein (“Site”) and vehicle transportation services, you and the person or entity you represent accept all of the terms and conditions of service (“TERMS”) stated herein. In the event of a conflict between these TERMS and those in any other document, including a motor carrier form, bill of lading, tariff, service guide, or any other forms or documents, these TERMS will supersede and control as between you and KVB. These TERMS cannot be modified by anyone except for KVB, and may be revised or modified at any time for any reason.

ENTIRE AGREEMENT

These TERMS constitute the entire agreement between you and KVB and govern the terms and conditions of you using our vehicle transportation service and Site, and supersedes any and all prior agreements or communications and proposals, whether delivered electronically, orally or in writing, between you and KVB. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to privacy policies), guidelines, or rules that may apply when you use KVB vehicle transportation services or Site. KVB reserves the right to revise or modify the TERMS at any time without prior notice by updating and posting to our Site.

RELATIONSHIP OF PARTIES

Nothing contained in TERMS shall be construed as or constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

SERVICE

1. At customer’s request, KVB will arrange for the transportation of customers' vehicle(s) by carriers subject to these TERMS. KVB reserves the right, in its sole discretion, to refuse or cancel any order at any time.
2. KVB services are deemed completed when a carrier has picked up a customer's vehicle.

3. Customer understands and accepts that KVB operates only as a transportation broker, is not a motor carrier or transporter, and does not hold itself out as providing the transportation of property.
4. Customer expressly understands and agrees that KVB never takes custody or possession of, transports, or handles customer's vehicle, or assumes any liability for the vehicle.
5. KVB shall provide customers with an estimated pickup and estimated delivery date, however, delays may occur prior to, and/or during transport due to weather or road conditions, government regulations, mechanical problems, and other causes that are beyond KVB's control. **KVB cannot and does not guarantee delivery dates or times.** Customers understand and accept that KVB is not liable for any losses or expenses caused by delays of any kind or for any reason.

PICKUP & DELIVERY OF VEHICLE

1. Customers understand and accept that a change to Point of Origin and/or destination may be necessary due to municipal zoning restrictions, road conditions, road closures, low hanging trees, low hanging wires, narrow streets, residential area restrictions, etc.
2. If the carrier is unable to access the Point of Origin or destination, the customer agrees to meet the carrier at an alternate location in order for the carrier to safely pick up or drop off the vehicle.
3. Customers must be present at the Point of Origin and destination for the pickup and/or delivery of a vehicle, or must designate an agent if the customer is unavailable for any reason.
4. At the time of pickup at the Point of Origin, customer or customer's agent agrees to 1) carefully inspect the vehicle with the Carrier for pre-existing damage, and 2) acknowledge the condition of the vehicle by a) noting any pre-existing damage on the carrier form or Bill of Lading (BOL), b) signing the carrier form or Bill of Lading, and c) requesting a copy of same from the carrier. Customer or customer's agent is also urged to photograph the vehicle from all angles at the Point of Origin.
5. At the time of delivery at destination, customer or customer agent agrees to carefully inspect the vehicle in the presence of the carrier for possible transit damage and clearly notate any new damage as an exception on the Bill of Lading. Customer or customer's agent agrees to sign and require a final copy of the Bill of Lading signed by the carrier to serve as a final vehicle condition report, especially in case of a dispute with the carrier. Again, Customer or customer's agent is urged to photograph the vehicle from all angles prior to signing the Bill of Lading.
6. Customer understands and accepts that customer's or customer agent's signing of the carrier's form or Bill of Lading at destination **without** any notation of any damage regardless of the lighting or weather conditions at the time of inspection, will serve as confirmation that customer received the vehicle at destination in satisfactory condition and that KVB and the carrier will have no further responsibility.

CUSTOMER RESPONSIBILITY

1. **Accuracy of Information.** Customer understands and accepts that only customer is responsible to ensure the accuracy of all of the details including the description of the Shipment (year, make, model, body style, trim, etc.), Point of Origin, Destination, fees, and special instructions during the order booking process, and as applicable, on the carrier's forms, Bill of Lading (BOL), or other required documents. Any changes or corrections to the vehicle description or any other changes to an order may result in additional fees or cancellation of the order. Customer waives all claims against KVB for any additional charges or cancellation if the vehicle does not match the vehicle listed in the order confirmation.
2. **Shipment size and condition.** Customers must inform KVB about their vehicle's size and condition at the time of booking and prior to the pick up date. Customer understands and accepts that if the vehicles is or becomes inoperable during the transit, or if the vehicle is modified from the original equipment manufacturer ("OEM") condition with features including but not limited to aftermarket spoilers, lowered chassis, height modifications, etc., (ii) is oversized due to but not limited to dual or oversized wheels, extra-large tires, racks, lifted chassis (iii) is a large vehicle such as a limousine or a hearse, then the carrier may charge additional fees to transport such vehicle or refuse to transport the vehicle altogether.
3. **Preparing Shipment.** Customer understands and accepts that customer is responsible for preparing the vehicle for transportation. Customers must either secure or remove all loose parts, fragile accessories, low hanging spoilers, etc. prior to shipment. Customers must remove all non-permanent, outside mounted luggage and other racks prior to shipment. Vehicles must be tendered to the carrier in operable condition with no more than a quarter tank of fuel. Customer understands and accepts that the customer is responsible for any damages, losses and claims to the vehicle, other vehicles and/or persons which are caused by any part of the vehicle that becomes loose or detached during the transport.
4. **Alarms.** Customers must disarm any alarm system installed in the vehicle or provide clear instructions for disengaging it to the carrier. In the event such alarm is activated during the transit, and there are no keys or instructions to turn it off, Carrier may be forced to silence the alarm by any reasonable means available, including damage to the vehicle, and with no recourse by the customer.
5. **Personal Property.** Customers may leave one suitcase **OR** one bag carrying personal property which shall not exceed one hundred pounds (100 lbs.) and must be confined to the trunk or storage area of the Shipment. Customers must notify KVB and the carrier of such personal property in the vehicle at the Point of Origin prior to loading of the vehicle . Customer understands and accepts that the carrier has the right to reject any personal property in the vehicle if transporting such personal property is unsafe or violates the law. Customers are advised not to leave any negotiable instruments, legal papers, jewelry, furs, money, cash or currency, antiques, or any valuable articles in the vehicle . Customer understands and accepts that the carrier and KVB are not liable for personal items of any kind and value left in the vehicle, or for damage to vehicle caused by excessive or improper loading of personal items. If Customer puts personal property in the vehicle, the customer does so at the customer's own risk.

6. **Prohibited Items.** Customer understands and accepts that the customer is **expressly prohibited** from loading any explosives, guns, ammunition, weapons, flammable products, live pets, live plants, any contraband, drugs or narcotics, alcoholic beverages, and or any illegal goods in the vehicle. Customer understands and accepts that upon discovery, such prohibited items and/or the Shipment may be confiscated or disposed of by law enforcement, or the carrier and the order may be cancelled in entirety without any remuneration or compensation to customer and customer will be solely responsible for any fees, fines, damages, or other liabilities arising from a violation of this Section.

CARRIER RESPONSIBILITY

1. Carrier shall pick up and deliver the customer's vehicle as close to the customer's door or customer's designated Point of Origin and destination as legally and safely possible, and transport the vehicle in a commercially reasonable manner.
2. Carrier may issue a carrier form, receipt or Bill of Lading at the Point of Origin and/or destination. Customer or customer's agent agrees to read such carrier form carefully as it may constitute a contract of transportation as between customer and carrier, and customer will contact carrier directly with any disputes or questions regarding such documents.
3. Customer understands and agrees that the customer may also be subject to the carrier's terms and conditions of service, tariffs, rules or classification, copies of which must be requested by the customer directly from the carrier.

PAYMENT RESPONSIBILITY

1. Customers agree to pay all amounts due in full for each order and any additional services as per the terms of the order confirmation and these TERMS without any offsets, chargebacks or reductions by customer for any actual, pending or unfiled claims, losses, delays, or damages. Payment for KVB's services is due when a carrier accepts an order as KVB's services have been rendered at that point.
2. All payments for the balance due to the carrier for C.O.D. must be made on or before the delivery of shipment in the form of cash, certified check, cashier's check or money order made payable to the carrier. Customers will not use personal checks, debit or credit cards when making payments to the carrier.
3. Any outstanding invoices for KVB's services shall accrue an interest rate of two percent (2%) per month and the customer shall be liable to KVB for all expenses incurred by KVB, plus any reasonable attorney's fees, to collect outstanding charges.
4. If a vehicle is placed in storage due to customer's refusal to pay the fees or accept delivery from the carrier for any reason, the vehicle will be placed in storage at customer's expense and subject to carrier's lien for transportation charges until the customer pays in full the outstanding balance. Any and all storage and redelivery charges will be the sole responsibility of the customer, and the customer agrees that they will not look to KVB for any reimbursement.

RESTRICTIONS

You will use the KVB website and vehicle transportation services for lawful and authorized purposes only, and in no event in connection with competitive research or for scoping, benchmarking, developing, or providing any similar or competitive product or service. In addition, you may not exceed the scope of your authorized use of the services. You may not obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the service. You agree not to access the services by any means other than through the interface that is provided by us to access the services. You may not share any information for the services with unauthorized users. You must provide true, accurate, and correct information to the best of your knowledge while using these services, and thereafter. You may not misrepresent yourself, or misrepresent your affiliation with a person, company, or other entity.

USE OF KVB WEBSITE

KVB grants you a non-exclusive license to use our Site located at www.kvbautotransport.com solely for your own use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Site, reverse engineer or break into the Site, or use materials, products or services in violation of any law. The use of this Site is at our discretion and we may terminate your use of this Site at any time. Subject to your compliance with all TERMS, including any payment obligations, you may access and use the service only for its intended purpose.

WARRANTY

Customers warrant that they will comply with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws and governmental regulation of any country to, from, through or over which the vehicle may be carried. Customers agree to furnish such information and documents as are necessary to comply with applicable laws, rules and regulations. KVB assumes no liability to customers or to any other person for any loss or expense due to the customer's failure to comply with this provision. Any Customer's Agent and/or entity acting on behalf of a customer also warrants that it has the right to act on behalf of the customer and the right to legally bind the customer.

CANCELLATION POLICY

1. Customers may cancel an order at any time with no cancellation fees as long as the vehicle has not yet been picked up by a carrier. Once your vehicle has been picked up by the carrier, you are responsible for full payment, including the partial payment to KBV and the remaining payment to the carrier. If the order is canceled for any reason after a carrier has loaded the vehicle, such reasons including but not limited to customer canceling an order, KVB canceling an order due to the customer's breach of these TERMS the customer agrees to pay a minimum of one hundred and forty nine dollars (\$149.00) as KVB's services have been rendered at that point.
2. Cancellation of an order by customer must be submitted in writing via email sent to info@kvbautotransport.com. Cancellations made via telephone, text, chat or

any other medium will not be accepted by KVB. The reason for this is to verify that the cancellation request is coming from the customer and not from another auto transportation company.

LOSS OR DAMAGE CLAIMS

1. KVB is a vehicle transportation broker, and therefore is not, and will not be liable or held responsible for any claims of personal property or cargo loss from inside the vehicle for any reason.
2. If a customer has a claim for loss or damage to a vehicle, then the customer understands and agrees that the party liable for all such claims is the carrier and not KVB, and it is the customer's responsibility to file any claim directly with the carrier who transported the vehicle.
3. If a customer decides to file a claim against the carrier, they must promptly report such claim to KVB no later than 48 hours of the delivery, so KVB may provide the customer with relevant documents regarding the carrier in a reasonable timeframe.
4. Customer is hereby informed and understands that claims against motor carriers are governed by federal law, the Carmack Amendment to the ICC Termination Act of 1995, 49 U.S.C. §14706, and claims against ocean carriers are typically governed by the Carriage of Goods by Sea Act, 46 U.S.C. §30701. Customers are urged to seek independent legal advice (at customer's sole expense) on these laws in the event of a claim.
5. Customer understands and agrees that KVB and carrier are not liable for any personal property or cargo loss or damage caused by any acts or omissions that are out of KVB's or carrier's control, including but not limited to: damage caused by weather conditions including hail, storm or other acts of nature, riots, strikes, political unrest, acts of terrorism, loose, worn, or broken parts of a vehicle, or unsecured personal items in the vehicle.

BUSINESS WITH MINORS

Our services (including Site and vehicle transport) are not directed towards children. Minors (under the age of 18) can use the services only with the consent of their parents or legal guardians. Minors may not submit any personal information to this Site. All vehicle transportation services offered by KVB will require someone 18 or older to release the vehicle at the pickup location and also take possession of the vehicle at the delivery location. At no time for any reason will a vehicle be taken or delivered to a minor (under the age of 18).

INDEMNIFICATION

Customer agrees to indemnify, defend and hold KVB and their employees, officers and directors harmless from and against any and all losses, liabilities, damages, payments, settlements, judgments, penalties, fines, expenses, (including attorneys' fees), and

costs, suits, actions and claims (whether actual, potential, threatened or pending), brought by any person or entity, including damages for injury or death of persons and/or damage to property, including real property and/or the environment, claim liability and damages, arising from the acts or omissions of customer, its agents, employees or representatives.

LIMITATION OF LIABILITY

1. The total cumulative liability of KVB for any and all claims and damages, whether arising from statute, contract, tort or otherwise, shall not under any circumstances exceed the total fees paid by customer to KVB for KVB's services under the respective order confirmation.
2. Except as otherwise provided herein, KVB makes no warranties for any of its services and hereby disclaims all warranties or representations, expressed or implied, including any implied warranties of title, non-infringement, merchantability, fitness for a particular purpose or use, and any warranties arising from course of dealing, usage or trade practice.
3. Under no circumstances will KVB be liable or responsible for any direct, indirect, incidental, consequential (including damage from loss of business, lost profits, litigation or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to a vehicle shipment or these terms, even if advised of the possibility of such damages.

APPLICABLE LAW

You agree that the laws of the state of Illinois, without regard to conflicts of laws provisions will govern TERMS and any dispute that may arise between you and KVB or its affiliates.

THIRD PARTY SERVICES

The Site may enable connections between various online third-party services such as third party email, cloud storage, social, other SaaS website applications used for operation of the business, and similar services ("Third-Party Services"). The transport of your vehicle may also be provided by Third-Party Services. If you agree to use our Site and vehicle transportation services, you are authorizing KVB as your agent to access your Third Party Service account and any information, content, materials, and features included therein, and use such Third Party Service with read and write privileges on your behalf for the purpose of integrating your experience on the service with such Third Party Service. Your use of the Third-Party Services is governed solely by the agreement between you and the provider of such Third Party Service, and the Third Party Services provider is solely responsible for such Third Party Service and you agree that KVB is not liable for any loss or claim that you may have against any such third party.

ARBITRATION

In the event KVB is unable to resolve a customer dispute, claim or controversy arising out of or relating to these TERMS, an order, KVB's services, or any other customer engagement with KVB ("Dispute") including Disputes that accrued before customer accepted these TERMS, then customer agrees to resolve all such Disputes through mandatory arbitration. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes.

MISCELLANEOUS

1. These TERMS and the parties' agreement hereunder shall be construed in accordance with Title 49, United States Code and the laws of the State of Illinois.
2. KVB shall be an independent contractor with respect to customers, and nothing herein contained shall be construed to be inconsistent with such relationship or status.
3. Except as expressly set forth in these TERMS, Customer may not assign any rights hereunder without KVB's prior written consent. These TERMS are binding on and inure to the benefit of the parties and their respective successors and assigns.
4. The invalidity or unenforceability of any provision of these TERMS shall not affect the validity or enforceability of any other provisions herein.
5. These TERMS supersede all prior written or oral representations and constitute the entire agreement between customer and KVB and may not be changed by anyone except for KVB. Customer warrants that they have read these TERMS in their entirety and by continuing with the transaction, fully understands and agrees to them.
6. Customer waives any claims or defenses based in whole or in part on the customer not having read, not knowing, or not understanding these TERMS.