



Cosmos Auto Inc.
1107 E Elm St #C, Fullerton, CA 92831
714-871-6900 fax: 714-871-6996

CONTRACT TERMS & CONDITIONS

The following is a contract between the broker, **Cosmos Auto Inc.**, herein referred to as **Broker** and the customer herein referred to as **Customer**. **The Carrier** (subcontractor) will be referred to as **Cosmos' agent**.

Customer warrants that it is the registered legal owner of the vehicle, or that it has been authorized by legal owners to enter into this **Agreement**. **Customer** agrees to pay the price quoted for delivered vehicle(s), including all COD amounts and any additional charges initially agreed upon. COD's must be paid in cash, cashiers check or money order.

Customer shall inform Cosmos Auto Inc. if the vehicle is inoperable (unable to be driven under its own power) or oversized (lift kit, oversized tires, dually, etc.). If carrier is not informed prior to pick-up, all extra charges must be paid prior to delivery. The **Customer** shall prepare the vehicle for shipment including all non-permanent outside mounted luggage and other racks prior to shipment. No vehicle shall contain more than ¼ tank of fuel to adhere to U.S. D.O.T. safety regulations.

Broker and its agent will not be liable for damage caused by leaking fluids, freezing, or antennas not tied down. Inspection of mechanical functions, exhaust systems, alignment, suspension or tuning of engine are not practical at time of shipment. **Broker and its agent** shall not be liable for damages not caused by their negligence, including: damages caused by mechanical malfunctions; defective or insufficient brakes, parking brake or parking gear; overloaded vehicles; acts of God; damage caused by tie downs that break or tear due to vehicle's age or conditions; any damages caused by the loading or unloading of inoperable and low profile vehicles; any convertible tops that are loose, torn, or have visible wear, bras, or any other type of canvas or material covering; damage that is undetectable due to vehicle's dirty condition at the time of pickup. If the vehicle shall become inoperable during transport an additional \$100 will be charged to the customer.

Cosmos Auto Inc. does not agree to transport the vehicle on any particular truck, nor in time for any particular event, due to possible delays caused by weather, road conditions, mechanical problems, etc. **Cosmos' agent** shall use its best efforts to deliver the vehicle within estimated time, however because unforeseeable factors previously mentioned could delay delivery beyond the estimated time. **Broker and it's agent** does not guarantee the date or time of pick up and/or delivery.

Vehicle should be free of any personal or household items. **Broker and its agents** are not responsible for personal items left in vehicle, nor for damage caused to the vehicle from excessive or improper loading of personal items. The following items are not allowed to be in the vehicle at time of shipment: electronic equipment, valuables, plants, pets, alcohol, drugs, firearms, explosives, ammunition, flammables, jewelry, furs, money or contraband.

All vehicles going to/from Hawaii/Alaska must be completely empty of all items inside the vehicle or trunk. Maximum of ¼ tank of fuel is allowed, no cracked windshield, no broker seats, parking brake must work, vehicle must be clean for inspection. Maximum height allowed is 7 feet. If shipping from Hawaii you must have a current registration and title or a letter from your financing company stating that it's ok for the vehicle to be taken off the island. The navigation companies we use do reinforce those rules.

In case the owner or its agents are unavailable and/or unreachable on or 24 hours prior to the delivery scheduled date, storage and a redelivery charge will be assessed. **Customer** shall pay any and all costs, including storage, towing and additional delivery costs incurred as a result of **Customer's** breach of any warranty or obligation under this **Agreement**. **Customer** agrees to hold **Broker and its agent** harmless of any costs, expenses, damages, losses and claims caused by **Customer's** breach of any warranty or obligations under this **Agreement**. **Customer** shall not be entitled to refunds for services rendered. Auto rental accruals will not be honored.

The vehicle will be covered by the **Carrier's** cargo insurance up to the vehicle's market value. Any claim for loss or damage must be noted and signed on the condition report at time of delivery. Signing the agent's bill of lading at destination without notation of damages shall be evidence of satisfactory delivery of the vehicle. Any claim of damages caused by assigned **Carrier** must be made within 5 (five) days of delivery and must be reported to that designated **Carrier**. **Customer** will not seek to charge back a credit card or stop a check to offset any dispute for damage claim.

Customer has the option to cancel at any time prior to the vehicle being assigned to a transporter at no cost to the **Customer**. If the vehicle is assigned to a transporter before **Customer** cancels, **Broker** will charge **Customer** the amount of \$50 (fifty).

This supersedes all prior written and oral representation of **Broker** and constitutes the entire **agreement** between **Customer** and **Broker** and may not be changed except in writing signed by an officer of **Broker**.