

RADEMACHER, INC TERMS & CONDITIONS

TRUCKAWAY & DRIVEAWAY SERVICE: Rademacher, Inc. operates as a licensed and insured Contract Carrier MC 370423 on all trucking and driveaway services. Rademacher, Inc or the carrier it utilizes cannot guarantee delivery on any specific schedule or route. Rademacher, Inc. or the carrier it utilizes is not liable for the following: A) Damage caused by leaking fluids, antifreeze, battery acids, lubricants, air pollutants, tree saps or industrial fallout. B) Damage to any type of fabric, glass, metal, or other type of composite used for removable roof, pickup box cover or other vehicle part. C) Damage to any glass or composite used for window glass due to stress or foreign projectile. D) Damage to mechanical assemblies; exhaust systems, tires, suspension alignment, springs (coil or leaf), shock absorbers or any other suspension component. E) Damage or loss of personal belongings left in the vehicle including damage caused by such items (these items are defined, as any item not offered by vehicle manufacturer as standard or optional equipment). F) Radio, television, mobile phone or any type of antenna extending more than three inches in height. G) Damage to vehicle(s) caused by "Acts Of God" including but not limited to freezing, flooding, hurricane, hail, tornado, lightning and wind. H) Damage to vehicle(s) caused by "War", "Terrorism", "Civil Disobedience" or "Riot". I) Auto Rental accruals.

CUSTOMER RESPONSIBILITY: The shipper is responsible to have vehicle ready for transport including operable electrical, engine, transmission, drive line, brakes, tires, and steering mechanisms. Correct fluid levels fluid strengths to operate vehicle in all weather conditions safely. All components of vehicle are securely fastened to vehicle for transport. Rademacher, Inc. assumes no responsibility for mechanical, computer or electrical failures while vehicle is loaded, transported, unloaded and delivered by "Truckaway" or "Driveaway". Mechanical, computer or electrical repairs, towing or other costs incurred by Rademacher, Inc. are the responsibility of the customer. The cost of these expenses is to be refunded to Rademacher, Inc in cash or cashiers check at time of delivery. Rademacher, Inc. will provide customer with receipts from vendor(s) providing services or repairs.

DEPARTURE AND ARRIVAL SCHEDULES: Rademacher, Inc. departure and arrival schedules are not guaranteed. Rademacher, Inc does not accept vehicles for transit for which a shipper requires; A specific departure time and date. A specific arrival time and date. A Specific routes of travel. Rademacher, Inc will notify Consignee of estimated time of arrival two hours prior to delivery.

APPLICATION OF RATES: "Truckaway Service:" Charges herein are for the vehicle (s) to be transported by truck. Charges are due and payable in advance by CASH, CASHIERS CHECK, OR CERTIFIED FUNDS. Rate does not include the loading or unloading of in-operable vehicle (s) onto Rademacher, Inc. or the carrier it utilizes trailers. Rate does not include storage charges for vehicle (s) at origin or destination. Delay time charges may apply. Un-paid shipping, reimbursement and delay charges are due at delivery (C.O.D. – cash on delivery) in the form of CASH, CASHIERS CHECK, OR CERTIFIED FUNDS.

CARRIER LIABILITY: Rademacher, Inc. will not be responsible for items of personal property or extra equipment part of and attached to vehicle; mechanical failure; loss of damage to tape playing, recording or other sound and/or picture producing equipment other than factory installed equipment; glass damage, pits, scratches, caused by general road conditions while vehicle (s) are being driven or transported be open carrier and any damage caused by "Acts of God," War, Terrorism, Civil Disobedience, and Riots. However if shippers vehicle leaks fluids on another vehicle shipper may be subject for paying damages to other affected vehicles.

CUSTOMER RESPONSIBILITY: The shipper is responsible for servicing vehicle prior to shipment including oil, antifreeze, battery, tires and general maintenance. Rademacher, Inc. assumes no liability for vehicle (s) mechanical breakdowns for vehicles transported by "TRUCKAWAY" or "DRIVEAWAY" service. Mechanical repairs, towing or other costs incurred by Rademacher, Inc. are the responsibility of the customer. The repair cost is to be refunded to the Rademacher, Inc. driver upon delivery.

DELIVERY ACCEPTANCE: Consignee signature at delivery without notification shall be evidence of satisfactory delivery of vehicle (s). Positively no claims for damages considered unless noted on this DELIVERY RECEIPT at time of delivery and submitted with pictures. All claims must be filed within 24 hours of delivery in writing with two estimates. No claims will be valid unless payment of the freight bill is made before filing of the claim. All claims must be filed within the shortest limits provided by ICC statutes and regulations.

FAILURE TO ACCOMPLISH DELIVERY: If for any reason (including but not limited to C.O.D. payment by cashiers check or certified funds made out to payee other than Rademacher, Inc.) beyond Rademacher, Inc. control, shipment is refused or undeliverable to destination, the shipper will be notified and the vehicle (s) will be placed in public storage garage at the shippers expense subject to a lien on all unpaid transportation, storage, and re-delivery charges these charges as well as any transportation charges will be due in cash at time of final delivery.

PAYMENT: Payment terms are either Prepayment or Cash on Delivery. All shipments will be billed to upon receipt of "Shipping Order". Payment can be made prior to delivery to Rademacher, Inc or our authorized agent. In the event of non-payment within a specified time, customer agrees to pay Rademacher, Inc. interest on the amount due at the highest rate allowed by law and the customer shall be liable for all cost of collection, including reasonable attorney's fees and expenses which may be expended or incurred by Rademacher, Inc. in enforcing this agreement or any provision there of, or in litigation incurred by Rademacher, Inc. because of an act of omission of customer under this shipping order.

CANCELLATION POLICY: All agreed freight charges are due and payable as agreed on the shipping order. Cancellations must be in writing 24 hours prior to Rademacher, Inc. arranged pick up time. Customer must provide a contact phone number on the written cancellation for Rademacher, Inc to contact. Rademacher, Inc. will acknowledge the canceled order with a cancellation number for the shipment. Credit for freight charges will only be given if customer has a cancellation number from Rademacher, Inc.

LEGAL TERMS: This shipping order shall be interpreted in accordance with and governed by the laws of the State of Minnesota. The parties agree that any disputes arising under this agreement shall be litigated in the State of Minnesota and both parties agree to submit to the venue or jurisdictional requirement of the Minnesota State, and or Federal Courts.

MODIFICATION: This "Shipping Order" shall not be modified altered, or amended, except in writing by both customer and Rademacher, Inc.