

# Terms and Conditions

MCM TRANSPORT INC. is a fully licensed and bonded auto transport broker (USDOT broker license #969452). These Auto Transport Terms and Conditions (the "Agreement") govern the Services (as defined in this Agreement) provided by MCM TRANSPORT INC. to you, as the client (together with your designees, referred to herein as "Client", "you", or "your").

## 1. Acceptance of Agreement.

By clicking to accept or agree to the Agreement when this option is made available to you, you: (i) acknowledge that you have read and understand this Agreement in its entirety; (ii) accept and agree to be bound by this Agreement in its entirety; (iii) are entering into a legally binding contract with MCM TRANSPORT INC.; and (iv) acknowledge that, except as otherwise expressly provided, this Agreement is solely between you and MCM TRANSPORT INC. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHALL NOT USE THE SERVICES.

## 2. Services.

MCM TRANSPORT INC. will identify and contract with a transport car carrier ("Carrier") to transport your Vehicle (as defined in this Agreement) in accordance with your order (the "Services"). MCM TRANSPORT INC. has designated a Carrier to transport your Vehicle. In providing the Services, MCM TRANSPORT INC. is acting solely in the capacity of an auto transport broker to connect you with a Carrier for the purposes of moving your Vehicle. MCM TRANSPORT INC. take possession of your Vehicle.

## 3. Placing an Order.

To place an order, you must provide accurate information identifying your vehicle that will be transported using the Services (the "Vehicle"), whether the Vehicle is operable, addresses for

pickup and delivery, first available date for pickup, the names and contact information for responsible individuals who will be present at pickup and delivery, the type of transport you would like (e.g., open or enclosed trailer), payment method, and a credit/debit card number for payment. After you initially provide your order information, MCM TRANSPORT INC will send you an email ("Verification Email") containing your order information and the fees you will be charged for Services based on the information you provided. At that time, you must review and confirm your information and acceptance of the fee and this Agreement by submitting your order on the MCM TRANSPORT INC website as directed in the Verification Email. By submitting your order, you represent that all information you provided (as presented in the Verification Email) is complete and accurate and agree to pay the fees for the Services and transportation of your Vehicle. MCM TRANSPORT INC has no responsibility to provide Services until your order is submitted. By submitting your order, you authorize us to provide your contact information and all order details to prospective Carriers and represent and warrant that you are the registered legal owner of the Vehicle, or that you have been duly authorized by the legal owner of the Vehicle to enter into this Agreement and acquire services to transport the Vehicle in accordance with the order.

## 4. Fees.

You agree to pay in full the fees for Services and any additional charges that may be incurred in accordance with this Agreement. The fees for Services will be set forth in the Verification Email and on the MCM TRANSPORT INC website before you submit your order. The total fee is due in two installments, the first due when MCM TRANSPORT INC designates a Carrier to transport your Vehicle (the "Initial Payment") and the balance due when your Vehicle is delivered (the "Remaining Balance").

The Initial Payment must be paid by credit/debit card. By submitting an order (which must include your credit/debit card information), you authorize MCM TRANSPORT INC to immediately conduct a \$1 authorization to validate the card and then to charge the Initial Payment to the card when it becomes due.

The Remaining Balance and any additional charges incurred in accordance with this Agreement must be paid in full by cash or certified check, directly to the MCM TRANSPORT INC upon delivery of your Vehicle. Cash and certified check are the only methods of payment accepted for the Remaining Balance or any other charges due at delivery. Failure to remit the Remaining Balance when due will result in storage of the Vehicle at your expense until the balance is paid in full.

In certain circumstances, MCM TRANSPORT INC and Client will make arrangements for Client to pay the Initial Payment and the Remaining Balance by Credit Card. In such circumstances, the

Remaining Balance shall be charged when MCM TRANSPORT INC designates a Carrier to transport your vehicle. MCM TRANSPORT INC will pay the Remaining Balance to the Carrier upon delivery of your Vehicle.

All amounts due must be paid in full when due and the fees are not subject to dispute or offset for any damages or any other reason (including, without limitation, because you are not satisfied with the Services). Once paid, charges are non-refundable. If your form of payment for the Remaining Balance (when collected by MCM TRANSPORT INC ) is rejected, we will contact you for an alternative form of payment and reserve the right to withhold further services until payment is made. Failure to timely provide an alternate form of payment may result in delay in designating a Carrier to transport your Vehicle and/or delivery of your Vehicle.

In addition, if you fail to make any payment when due or we receive a chargeback for your payment (whether due to a dispute of the charge or any other reason), then you must pay MCM TRANSPORT INC the outstanding amount owed plus reimbursement for all reasonable costs incurred in collecting any overdue payment or chargeback and related interest, including, without limitation, attorneys' fees, legal costs, court costs, and collection agency fees. All late payments and chargebacks will be charged interest, calculated from the date the payment was originally due, at a rate that is the lesser of: (a) 1.5% per month and (b) the highest rate permissible under applicable law.

## 5. Order Changes and Cancellation.

You may change your order at any time prior to your Vehicle being picked up by the Carrier designated by MCM TRANSPORT INC . Order changes may result in additional fees. If the additional fees are not agreed upon, the order will be canceled. If you cancel your order before a Carrier has been designated to transport your Vehicle, you will be charged a dispatch fee of \$50. If you cancel your order after a Carrier has been designated to transport your Vehicle, you will be charged a cancellation fee in the amount of your Initial Payment, as our services have been rendered. Orders cannot be canceled or changed after the Vehicle has been picked up. All order change and cancellation requests must be submitted in writing to [INFO@MCMEXPRESS.ORG](mailto:INFO@MCMEXPRESS.ORG)

## 6. Designation of Carrier.

You will be notified by email (at the email address provided on your order form) when a Carrier has been designated to transport your Vehicle. The designation email will include information about the Carrier as well as estimated pickup and delivery dates.

## 7. Preparation of Vehicle for Transport.

You shall take the following steps prior to the designated pickup time to prepare your Vehicle for Transport:

- a) Ensure you have a key to the Vehicle available to provide the Carrier;
- b) Remove and secure all loose parts, fragile accessories and low hanging spoilers, etc.;
- c) Remove all non-permanent, outside mounted luggage and other racks;
- d) Remove or deactivate any toll pass transponders or other sensors that may get charged to your account (e.g., EZ-Pass). Note that 100% of any toll charges incurred by the Client are the responsibility of the Client;
- e) Ensure your Vehicle is in good working condition (unless previously noted on your order) and with between 1/4 and 1/2 tank of fuel;
- f) Disarm any alarm system or provide Carrier with keys and instructions for arming/disarming any alarm system; and
- g) Remove all sensitive materials and do not store any dangerous or illegal items inside the Vehicle (including, but not limited to, explosives, guns, ammunition, fireworks, flammable materials, alcohol, legal or illegal medication or drugs, money, legal or financial documents, pets, plants, sensitive and fragile materials, or unlawful contraband);
- h) Subject to compliance with subsection 7(g) above, you may store personal belongings in the Vehicle so long as they do not exceed the total of one hundred pounds (100lbs) in the aggregate and are stored in the trunk or secured below the window line. Personal belongings totaling more than one hundred pounds (100lbs) and/or unable to be stored in the trunk or secured below the window line must be disclosed in advance of pickup and are subject to additional fees at the Carrier's discretion. Carrier has the right to reject any personal property in the Vehicle if, in the Carrier's discretion, transporting such personal property is unsafe, violates the law or would be challenging to transport. All items left in your Vehicle shall be at your own risk and neither MCM TRANSPORT INC nor the Carrier will bear any responsibility for such items, financially or otherwise; and
- i) Notwithstanding subsection 7(h) above or any other provision of this Agreement, if the pickup and/or delivery location is a shipping port, no personal belongings or other property of any

nature or value will be allowed in the Vehicle and you will ensure that the Vehicle is completely empty except for original equipment manufacturer or factory installed equipment. Additionally, you shall be solely responsible for all documentation, paperwork, and fees required by customs or otherwise with respect to any pickup and/or delivery from or to a shipping port.

Failure to take these steps will result in you being liable for damages caused to your Vehicle, the transport vehicle, or other property. Neither Carrier nor MCM TRANSPORT INC will be liable for any damages or loss caused to your Vehicle or any other property that is caused in part by your failure to reasonably comply with this Agreement.

## 8. Transport of Vehicle.

By submitting an order, you authorize the designated Carrier to operate and transport your Vehicle between the pickup and delivery location and take such steps the Carrier deems necessary to complete such transportation, including driving the Vehicle (operation of the vehicle by Carrier may be covered by your insurance). Either MCM TRANSPORT INC or the Carrier will make a reasonable attempt to contact you prior to pickup or delivery to inform you of the approximate time and location of such pickup or delivery. The Carrier will attempt to make the actual pickup and delivery location as close to the address requested as possible, taking various factors into account, including, without limitation, transportation restriction laws and safety. These factors may require you and the Carrier to designate an alternative pickup/delivery location other than the one you originally requested. If you are unable to be at the designated pickup/delivery location at the designated time, you must designate with the Carrier another individual (who must be at least 18 years old) to act as your agent for purposes of the pickup/delivery. You are solely responsible for the acts and omissions of your designee. You and your Vehicle must be present at the pickup location at the designated time or you risk cancellation of your order and incurring the cancellation fee. If you are not at the delivery location at the designated time, your Vehicle may be stored and/or the delivery delayed, each at your sole expense.

Pickup. At the time of Vehicle pickup, prior to Carrier taking possession of the Vehicle, you and Carrier shall conduct a full inspection of the Vehicle for existing exterior damage. The results of this inspection shall be recorded on the inspection report on the Bill of Lading. You and Carrier shall acknowledge the existing condition of the Vehicle by signing the Bill of Lading. **YOU ARE RESPONSIBLE FOR OBTAINING AND RETAINING A COPY OF THE ORIGINAL BILL OF LADING FOR YOUR RECORDS. IF A PAPER COPY IS NOT AVAILABLE, A PICTURE OR PHOTOCOPY IS SUFFICIENT.** If the Vehicle is found inoperable, contains any additional items inside or outside that are not part of your stock vehicle or is not as described in the order (e.g. oversized), you may be subject to additional charges by the Carrier which will be payable upon delivery.

Delivery. At the time of Vehicle delivery, you and Carrier shall conduct a full inspection of the Vehicle for any exterior damage that may have been caused during transport. The results of this inspection shall be recorded on the inspection report on the Bill of Lading. You must notate any new damage to the Vehicle (as compared to the condition of the Vehicle at the time of pickup) on the Bill of Lading inspection report. You and Carrier shall acknowledge the condition of the Vehicle by signing the Bill of Lading. YOU ARE RESPONSIBLE FOR OBTAINING AND RETAINING A COPY OF THE ORIGINAL BILL OF LADING FOR YOUR RECORDS. IF A PAPER COPY IS NOT AVAILABLE, A PICTURE OR PHOTOCOPY IS SUFFICIENT. BY SIGNING THE BILL OF LADING WITHOUT NOTATION OF DAMAGE, YOU ACKNOWLEDGE THAT YOU RECEIVED YOUR VEHICLE IN SATISFACTORY CONDITION AND WITHOUT DAMAGE AND THEREBY RELEASE MCM TRANSPORT INC AND CARRIER OF ANY CLAIMS OR RESPONSIBILITY FOR ANY DAMAGE TO YOUR VEHICLE.

Carrier's responsibility for the Vehicle commences only when the Bill of Lading is signed by you and Carrier at pickup and terminates no later than when you sign the Bill of Lading at delivery or otherwise take delivery of the Vehicle.

Transportation services are subject to delays caused by numerous factors prior to or during transport of your Vehicle, many of which are out of the control of MCM TRANSPORT INC and the Carrier, including, without limitation, road conditions, weather, and mechanical issues. Therefore, neither MCM TRANSPORT INC nor Carrier guarantee pickup/delivery dates, times, or locations. Any estimate of pickup/delivery date, time, or location that is provided to you by MCM TRANSPORT INC or Carrier is approximate and subject to change.

## 9. Alternative Pickup/Delivery Arrangement/Failure to Show at Pickup/Delivery.

We strongly urge you (or your designee) to be present at the pickup/delivery location when your Vehicle is picked up/delivered and strongly urge against you arranging for pickup/delivery of your Vehicle when neither you nor your designee will be present at the pickup/delivery location when your Vehicle is picked up/delivered. If you (or your designee) fail to show at the pickup/delivery location when your Vehicle is picked up/delivered or you arrange with either MCM TRANSPORT INC or the Carrier for pickup/delivery of your Vehicle when you (or your designee) cannot be present, then you waive certain rights under this Agreement, including the right to inspect your Vehicle and notate any damage. In such instances, and without limiting in any way the disclaimers, limitations of liability, and other provisions set forth herein: (a) in no way shall MCM TRANSPORT INC be responsible for damage to or loss of your Vehicle or any part or content thereof; (b) you may be required by the Carrier and/or MCM TRANSPORT INC to sign an additional release or waiver of liability; (c) you may be required by the Carrier to make

alternative arrangements for pickup/delivery of your Vehicle and keys; (d) you take sole responsibility for additional costs incurred as a result of the alternative pickup/delivery arrangements including, without limitation, costs related to shipping Vehicle keys and any other contents of the Vehicle, towing/booting fees, your transportation costs to any alternative delivery location (for example, if your Vehicle is towed by a third party or the Carrier determines, in its sole discretion, to take your Vehicle to be stored), cancellation fees, and storage fees; (e) you retain sole responsibility for obtaining permission for your Vehicle to remain at the designated pickup location in your absence and any damage or loss thereto until the Carrier actually picks up your Vehicle; and (f) you take sole responsibility for obtaining permission for delivery of your Vehicle to the designated delivery location in your absence and your Vehicle's presence at that location and any damage or loss thereto from delivery until you retrieve your Vehicle.

## 10. Price Lock Promise.

If MCM TRANSPORT INC designates a Carrier to transport your Vehicle for an amount that exceeds the Remaining Balance, MCM TRANSPORT INC will make up the difference by subsidizing your total fees using its own funds up to \$300. MCM TRANSPORT INC subsidy provided by this provision excludes all additional charges incurred in accordance with this Agreement. The Price Lock Promise is void if you change your Order after we send the Verification Email, any information you provide in placing your order is materially incorrect, other material details about your order change after we send the Verification Email, or if your car is listed by another company. Order information and details that are deemed material include, but are not limited to, Vehicle year, make and model, whether the Vehicle is operable or inoperable, the pickup and delivery addresses, the first available pickup date, the payment method selected and other restrictions or requirements regarding the acceptable pickup and delivery dates and times.

## 11. Disclaimer of Warranty.

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT MCM TRANSPORT INC HAS NO LIABILITY FOR ANY ACT, OMISSION OR DECISION MADE BY MCM TRANSPORT INC OR ANY OTHER THIRD PARTY, INCLUDING CARRIER. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MCM TRANSPORT INC MAKES NO WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NON-INFRINGEMENT, OR



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SERVICES WILL BE AVAILABLE OR WILL MEET YOUR REQUIREMENTS.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, MCM TRANSPORT INC WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

## 12. Damages; Disclaimer and Limitation of Liability.

All claims for damage caused by the transport of your Vehicle must be submitted in writing to the Carrier within seven (7) days of delivery. Failure to submit such a claim may result in denial of your claim. Carriers are required by law to maintain certain levels of insurance covering liability. While MCM TRANSPORT INC undertakes no obligation to ensure the Carrier maintains in force insurance coverage as required by law, if MCM TRANSPORT INC does request verification of coverage from the Carrier, MCM TRANSPORT INC is entitled to rely on documents provided by or obtained from the Carrier, the Department of Transportation, the Carrier's insurer, or any other party. You shall not dispute any charges or offset any claim for damage from the fees due. All fees must be paid in full when due and any claims for damages must be subsequently filed in accordance with this Agreement.

MCM TRANSPORT INC DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM OR CONNECTED TO THE SERVICES AND TRANSPORT OF YOUR VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR LOSS TO YOUR VEHICLE, YOUR PERSONAL PROPERTY, AND ANY OTHER PROPERTY, WHETHER OWNED BY YOU OR ANY OTHER PARTY. MCM TRANSPORT INC SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO ANY DELAY FOR ANY REASON. YOUR SOLE REMEDY FOR ALL DAMAGE TO YOUR VEHICLE AND ANY OTHER PROPERTY AND ANY OTHER LOSS RELATING TO OR ARISING OUT OF THE SERVICES AND TRANSPORT OF YOUR VEHICLE IS AGAINST THE CARRIER. NEITHER MCM TRANSPORT INC NOR CARRIER SHALL BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE ARISING OUT OF OR RELATED TO, IN WHOLE OR IN PART, YOUR NEGLIGENCE, YOUR BREACH OF THIS AGREEMENT, WORN AND/OR BROKEN VEHICLE PARTS, WEATHER, HAIL DAMAGE, OR OTHER ACTS OF GOD. UNDER NO CIRCUMSTANCES WILL MCM TRANSPORT INC OR ITS AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT



OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. MCM TRANSPORT INC CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR THE TRANSPORT OF YOUR VEHICLE SHALL BE LIMITED TO THE LESSER OF (A) THE FEES YOU PAID TO MCM TRANSPORT INC LESS ANY FEES THAT MCM TRANSPORT INC PASSED THROUGH TO THE CARRIER PURSUANT TO THIS AGREEMENT (EXCLUDING ANY STORAGE FEES CAUSED, IN WHOLE OR IN PART, BY YOUR ACT OR OMISSION) AND (B) THE FULLEST EXTENT PERMITTED BY LAW.

In addition to, and in no way limiting, the foregoing limitations of liability, neither MCM TRANSPORT INC nor Carrier will be liable or responsible for damages, including without limitation any of the following, not caused by Carrier's negligence:

- Damage caused by fluids, acids, cooling system antifreeze, or industrial fallout.
- Damage that is undetectable due to Vehicle's condition or glass damage caused by normal wear and road use.
- Mechanical malfunctions, exhaust assembly, frame, alignment, tire damage, soft top convertibles, suspension, tuning of engine or damage that is a result of tie downs tearing or breaking.
- Auto rental accruals.
- Damage resulting from the Vehicle being overloaded.
- Damage to the Vehicle because it cannot be driven on or off transporter under its own power or has defective or insufficient brakes, parking brake or parking gear

## 13. Indemnity.

You agree to indemnify, defend and hold MCM TRANSPORT INC and Carrier harmless for any costs, expenses, damage, losses and claims arising out of or relating to your breach of any provision of this Agreement.

## 14. Miscellaneous.

MCM TRANSPORT INC TRANSPORT INC Reserves the right to cancel any order and/or terminate this Agreement at any time for any reason without liability or further obligation. Without limiting the prior sentence, MCM TRANSPORT INC right to cancel specifically includes cancellations caused by or resulting from acts beyond MCM TRANSPORT INC control, including, without limitation: (a) acts of God; (b) flood, earthquake, or other natural disasters; (c) public health epidemics, pandemics, or other emergencies; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order or law; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns, or other labor disturbances. This Agreement constitutes the entire agreement between MCM TRANSPORT INC and you with respect to your use of the Services, and supersede all prior, contemporaneous or subsequent understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. If there is any conflict between this Agreement and any other rules or instructions posted on the MCM TRANSPORT INC website or your order form or representations made by any agent or employee of MCM TRANSPORT INC, this Agreement shall control. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between or among any of MCM TRANSPORT INC, the Carrier, and you. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Massachusetts, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of Massachusetts. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the federal courts of the United States of America or the courts of the State of Massachusetts, in each case located in the City of Worcester, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Notwithstanding the foregoing, you agree that MCM TRANSPORT INC shall be entitled to apply for injunctive remedies or other equitable relief in any jurisdiction. Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred. If any portion of this Agreement is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of this Agreement will otherwise remain in full force and effect. You may not assign your rights or obligations under this Agreement without the prior written consent of MCM TRANSPORT INC. MCM failure to insist upon or enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of this Agreement, will survive the termination of this Agreement and termination of the Services. All headings included in this Agreement are included for convenience only, and shall not be considered in interpreting this Agreement. All rights and remedies available to MCM TRANSPORT INC, pursuant to this Agreement or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies

that may be available to MCM TRANSPORT INC . Except as otherwise expressly set forth herein, there shall exist no right of any person (third-party beneficiary rights), other than you and MCM TRANSPORT INC , to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement. The Carrier is an express third-party beneficiary of this Agreement.