

# Cayad Services LLC (Cayad) Auto Transport Shipping Order Terms and Conditions.

## 1. Introduction

This document contains and specifies the full Auto Transport Order Terms and Conditions of Use and Service “Agreement” of Cayad Services LLC. Cayad is licensed by the Department of Transportation (DOT) as an auto transport broker. Cayad functions as an auto transportation broker “Agent” between Customer (including Customer’s authorized agent), and Carrier.

## 2. Definitions

- a. **Cayad:** Cayad Services LLC . (“CS”) is a Houston corporation with its principal office or place of business at 11606 N Garden St, Houston, TX 77071. Cayad refers to the corporation itself including all employees, directors, managers, agents, officers, and staff of Cayad Services LLC.
- b. **Carrier:** Shall refer to contracted, third party trucking companies, and individuals who own or operate a truck for the purpose of transporting Customer’s vehicle, and are properly registered with the U.S. DOT and carries proper insurance required by law.
- c. **Additional Services:** means upgrades and additional services ordered by the Customer such as vehicle top-loading, guaranteed pick up date, covered transport, additional personal belongings, etc.
- d. **C.O.D.:** means collect on delivery or payment on delivery.
- e. **Customer’s Agent:** means an individual over the age of 18 designated by a Customer to act on Customer’s behalf or as an agent.
- f. **Point of Origin:** means the Shipment pick up location designated by Customer or as later modified by mutual agreement between Cayad and Customer prior to transport.
- g. **Shipment:** means the Customer’s property — an automobile or motorized vehicle — arranged for transportation in accordance with these TERMS.
- h. **Open Transport:** Refers to all trucks that have an open trailer. Open trailers are more susceptible to potential damages, and the price for an open Carrier is less than an Enclosed.
- i. **First Available Date (FAD):** The first day a vehicle is available for pickup by an auto transport Carrier. In other words, it’s the first day a Customer can let the vehicle go or be picked up by a Carrier.
- j. **Pickup Window:** The time period in a number of workdays that a Carrier has available to pickup a vehicle for shipment after the FAD.
- k. **Business Days:** Shall mean Monday to Friday. It does NOT include weekends and national holidays.
- l. **Order:** Refers to a commitment of Customer to Cayad to coordinate shipment of Customer’s vehicle subject to the terms of this Agreement.
- m. **Bill of Lading:** Refers to document signed and dated by Customer and Carrier at the time of pickup and delivery. Two (2) copies shall be signed at point of pickup, and two (2) copies shall be signed at point of delivery. Each bill of lading shall be signed and dated both by Carrier and Customer. The report of inspection of vehicle is listed on the bill of lading, including but not limited to: scratches, damages, number of keys, make and model of car, date of pick-up, and estimated date of delivery. It is the responsibility of Customer

to make sure that a bill of lading is filled out, and a proper inspection is done after delivery.

- n. **Personal Goods/Items:** Refers to any and all additional items placed in or attached to Customer's vehicle. It does NOT include necessary items required for regular day to day use of vehicle such as jack, jumper cable, one spare tire, and alike.
- o. **Customized or Oversized Vehicle:** Refers to vehicles longer than 16 feet, vehicles with a camper or racks, vehicles that are altered, raised or redesigned in a manner that substantially changes vehicle in terms of size, look, or shape compared to a normal/stock vehicle of that type.
- p. **Inoperable Vehicle:** Refers to vehicles that either require repair to make it operable, or need extra effort when loading and unloading to and from Carrier's truck.
- q. **Customer:** Refers to anyone using Cayad's services in any manner. This includes Customer's agents directly or indirectly appointed, and assignees authorized to function on behalf of Customer either by law or other regulatory authorities.

### 3. Services

**Shipment Categories.** Cayad mainly offers two types of service for shipping vehicles. The services are the Economy Saver Rate (ESR) and Guaranteed First Class Rate (FCR). Below are detailed explanations of each category.

1.
  1. **Saver Rate.** Economy Saver Rate (ESR): ESR is a SAVINGS shipping option where Cayad will make every possible effort to find a Carrier to ship vehicle at the estimated rate approximately but not guaranteed within seven (7) full work days after the Vehicle Availability Date (VAD) for pickup. However, Customer understands and agrees that this option is a discounted rate whereby Cayad negotiates with Carriers to accept vehicles. Chances of acceptance by Carriers at this rate may range from 5% to 30% depending on any number of factors such as prevailing economic conditions and the time of the year. Usually Cayad's initial quotes fall into this category and if a Customer wants to upgrade a responsible agent needs to be notified to give a guaranteed rate.

Cayad will increase the price offered to Carriers if anyone show interest for the lowest price, but Customer may accept or decline offers of the Carriers for higher prices. It is important to note that timelines specified are NOT absolute, and are subject to normal weather conditions, and normal operations of Carrier. If Cayad is unable to secure a Carrier within estimated time for estimated amount, and Customer is unwilling to increase the price, Cayad reserves the right to cancel order, without further liability on part of Cayad.

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  2. **Guaranteed Rate.** First Class Rate (FCR): The rate quoted for this option is GUARANTEED and will not increase. The FCR has a GUARANTEED set day or next day pick up window agreed between the Customer and Cayad. This timeline starts after the first day vehicle is available for pick up. Cayad will compensate Carrier should an increase in price occur. If a vehicle is not picked up within the time frame specified, Cayad will incrementally increase the Carrier payment, but such increase will not affect the price quoted to the Customer.

- a. In all types of orders, if Carrier fails to pick up or deliver a vehicle within the aforementioned time frame due to unforeseen incidents beyond control of Carrier and Cayad (including but not limited to death, accident, orders of law enforcement, act of nature) or any other legitimate reason, Cayad will make reasonable effort to find another substitute Carrier within the pickup window specified as soon as practically possible.
- b. Route Used by Carriers: Customer understands and agrees that Carrier, using good faith and sound judgment, will transport vehicle from point of origin to destination by suitable route and does not agree to any specific routing and/or method of transport in order to meet any specific schedule or expectation of Customer
- c. If Customer, for any legitimate and unforeseeable reason, is unable to release vehicle when a Carrier was ready to pick up on the day marked as available by the Customer, all guarantees are void. In which case, Cayad shall try to find another substitute Carrier based on accepted rate; provided, however, if next available Carrier asks for more payment the Customer will be liable for the extra payment. If Customer does not accept and/or Customer wants to cancel contract, Customer understands and accepts that he/she pays one hundred and ninety-nine dollars (\$199) as cancellation fee to Cayad for services rendered in addition to the amount the Carrier may require for breach of contract.
- d. Upon Customer's request, Cayad will arrange for the transportation of Customer's Shipment by Carriers subject to these TERMS. Cayad reserves the right, in its sole discretion, to refuse or cancel any Order at any time.
- e. Cayad's services are deemed completed when a Carrier has accepted Customer's Order.
- f. Customer understands and accepts that Cayad (i) operates only as a transportation broker, (ii) is not a motor Carrier or transporter, and (iii) does not hold itself out as providing the transportation of property.
- g. Customer expressly understands and agrees that Cayad never takes custody or possession of, transports, or handles Customer's Shipment, or assumes any liability for the Shipment.
- h. Cayad shall provide Customer 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 Cayad's control. Cayad cannot and does not guarantee delivery dates or times. Customer understand and accepts that Cayad is not - responsible or liable for any losses or expenses caused by delays of any kind or for any reason.
- i. Customer hereby authorizes Cayad and Carrier to use information provided to contact Customer by phone, email, or any other acceptable means for purpose of performing obligations under this Agreement including but not limited to arrangement of pick up, and delivery of vehicle, securing any payments Customer defaulted, and any other acceptable and justified reasons.

#### **4. Customer's Responsibility**

- a. **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 in the Order Confirmation, and as applicable, on the Carrier's Form, Bill of Lading, or other required documents. Any changes or corrections to the Shipment description or any other changes to an Order may result in additional fees or cancellation of the Order. Customer waives all claims against Cayad for any additional charges or cancellation if the Shipment does not match the Shipment listed in the Order Confirmation.

- b. **Shipment size and condition.** Customer must inform Cayad about the Shipment's size and condition at the time of booking and prior to dispatching the order to Carrier. Customer understands and accepts that if the Shipment is or becomes inoperable during the transit, or if the Shipment (i) 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 Shipment or refuse to transport the Shipment altogether.
- c. **Preparing Shipment.** Customer understands and accepts that Customer is responsible for preparing the Shipment for transportation. Customer must either secure or remove all loose parts, fragile accessories, low hanging spoilers, etc. prior to shipment. Customer must remove all non-permanent, outside mounted luggage and other racks prior to shipment. Shipment must be tendered to Carrier in operable condition with no more than a quarter tank of fuel. Customer understands and accepts that Customer is responsible for any damages, losses and claims to the Shipment, other vehicles and/or persons which are caused by any part of the Shipment that becomes loose or detached during the transport.
- d. Customer must disarm any alarm system installed in the Shipment 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 alarm by any reasonable means available and without recourse by Customer.
- e. **Personal Property.** Customer 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. Customer must notify Cayad and Carrier of such personal property in the Shipment at the Point of Origin prior to loading of the Shipment. Customer understands and accepts that the Carrier has the right to reject any personal property in the Shipment if transporting such personal property is unsafe or violates the law. Customer is advised not to leave any negotiable instruments, legal papers, jewelry, furs, money, cash or currency, antiques, or any valuable articles in the Shipment. Customer understands and accepts that the Carrier and Cayad are not liable for personal items of any kind and value left in the Shipment, or for damage to Shipment caused by excessive or improper loading of personal items. If Customer puts personal property in the Shipment, Customer does so at Customer's own risk.
- f. **Prohibited Items.** Customer understands and accepts that 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 Shipment. 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.

## 5. Customer Warranties

Customer warrants that Customer 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 Shipment may be carried. Customer agrees to furnish such information and documents as are necessary to comply with applicable laws, rules and regulations. Cayad assumes no liability to Customer or to any other person for any loss or expense due to Customer's failure to comply with this provision. Any Customer's Agent and/or

entity acting on behalf of Customer also warrants that it has the right to act on behalf of Customer and the right to legally bind Customer.

## **6. Pickup and Delivery of Shipment**

- a. Customer understands and accepts 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.
- b. If the Carrier is unable to access the Point of Origin or Destination, Customer agrees to meet the Carrier at an alternate location in order for the Carrier to safely pick up or drop off the Shipment.
- c. Customer must be present at the Point of Origin and Destination for the pickup and/or delivery of a Shipment, or Customer must designate a Customer's Agent if Customer is unavailable for any reason.
- d. At the time of pickup at the Point of Origin, Customer or Customer's Agent agrees to 1) carefully inspect the Shipment with the Carrier for pre-existing damage, and 2) acknowledge the condition of the Shipment by a) noting any pre-existing damage on the Carrier Form or Bill of Lading, 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 Shipment from all angles at the Point of Origin.
- e. At the time of delivery at Destination, Customer or Customer Agent agrees to carefully inspect the Shipment in the presence of the Carrier for possible transit damage and clearly notate any new damage as 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 Shipment condition report, especially in case of a dispute with the Carrier. Again, Customer or Customer's Agent is urged to photograph the Shipment from all angles prior to signing the Bill of Lading.
- f. 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 Shipment at destination in satisfactory condition and that Cayad and the Carrier will have no further responsibility.
- g. Delayed Delivery: Cayad shall use its best efforts to schedule Carrier to pickup and deliver Customer's vehicle within scheduled time. If Carrier fails to deliver vehicle within 15 days from date of promised delivery the vehicle has to be subjected to insurance claims as theft, loss, or damages.
- h. Should any claim arise from or be related to transporting and delivery of Customer's vehicle, any balance due to Carrier must be paid in full before claim shall be honored; provided, however, that claimed damage shall be noted on delivery bill of lading before tendering any COD payment.

## **7. Carrier Responsibilities**

- a. Carrier shall (i) pick up and deliver Customer's Shipment as close to Customer's door or Customer's designated Point of Origin and Destination as legally and safely possible, and (ii) transport the Shipment in a commercially reasonable manner.
- b. 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.

- c. Customer understands and agrees that 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.

## **8. Fees and Payment**

- a. Customer agrees to pay service fee once the shipment is scheduled and the rest on delivery spot to driver in cash 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 Cayad's services is due when a Carrier accepts an Order as Cayad's services have been rendered at that point.
- b. All payments for the balance due to Carrier for C.O.D. must be made on or before the delivery of Shipment in the form of cash or any certified funds. Customer WILL NOT use personal checks, debit or credit card when making payments to the Carrier.
- c. If Shipment is placed in storage due to Customer's refusal to pay the fees or accept delivery from the Carrier for any reason, then the Shipment may be placed in storage at Customer's expense and subject to Carrier's lien for transportation charges until Customer pays in full the outstanding balance. Any and all storage and redelivery charges will be the responsibility of Customer and Customer agrees that Customer will not look to Cayad for reimbursement.
- d. Use of Customer's Information: Cayad places Customer's credit card information on file and ensures the Customer of its security. Cayad will not charge Customer any amount unless bid is successful or contract is formed as indicated. Customer understands and agrees that Customer's credit card will be immediately charged when contract is formed.
- e. [A] processing fee of 8.75% (Visa and Mastercard) or 9.75% (any other card other than Visa and Mastercard) of the full shipment amount will be paid to Cayad in case a Customer has no other option but to have the total shipment cost charged by credit card through Cayad.
- f. Customer warrants that he/she will not seek to charge back a credit card or payments processed by any method or stop a check payment to offset any dispute for damage claims. In case a Customer chargeback a transaction after service being rendered to the Customer, Cayad may use whatever legal means justified to recover the fee. Further, Cayad may share any and all Customer information to the collection agencies, and the law enforcement, and seek legal counsel. Customer will be liable for any and all cost including but not limited to attorneys fees, chargeback fees, and other incidental fees.

## **9. Cancellation and Refund Policy**

- a. Customer may cancel an Order at any time at no cost or cancellation fees as long as the Order has not yet been accepted by a Carrier. If the Order is canceled for any reason after a Carrier accepts the Order, such reasons including but not limited to Customer canceling an Order, Cayad canceling an Order due to the Customer's breach of these TERMS or if the Carrier is denied pick up of the Shipment for any reason when the Carrier arrives at the Point of Origin, then the Customer agrees to pay a minimum of one hundred and ninety-nine dollars (\$199.00) in cancellation fees as Cayad's services have been rendered

at that point. Customer understands and accepts that the Customer may be subject to additional cancellation fees including but not limited to a dry run fee imposed by a Carrier and other vendors contracted to fulfill Customer's Order.

- b. Cayad reserves the right to try up to 3 times to find a substitute Carrier to pick up Customer's vehicle if the Carrier assigned cancels the order. Only after the 3rd unsuccessful try, the Customer will be able to cancel and get a full refund from Cayad.

## **10. Indemnification**

Customer agrees to indemnify, defend and hold Cayad 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.

## **11. Limitation of Liability**

- a. The total cumulative liability of Cayad 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 Cayad for Cayad's services under the respective Order Confirmation.
- b. EXCEPT AS OTHERWISE PROVIDED HEREIN, Cayad 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.
- c. UNDER NO CIRCUMSTANCES WILL Cayad BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES 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 SHIPMENT OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **12. Arbitration**

In the unlikely event Cayad is unable to resolve a Customer dispute, claim or controversy arising out of or relating to these TERMS, an Order, Cayad's services, or any other Customer engagement with Cayad ("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.

### **13. Miscellaneous**

- a. Cayad shall be an independent contractor with respect to Customer, and nothing herein contained shall be construed to be inconsistent with such relationship or status.
- b. Except as expressly set forth in these TERMS, Customer may not assign any rights hereunder without Cayad's prior written consent. These TERMS are binding on and inure to the benefit of the parties and their respective successors and assigns.
- c. The invalidity or unenforceability of any provision of these TERMS shall not affect the validity or enforceability of any other provisions herein.
- d. These TERMS supersede all prior written or oral representations and constitute the entire agreement between Customer and Cayad and may not be changed by anyone except for Cayad . Customer warrants that Customer has read these TERMS in their entirety and by continuing with the transaction, fully understands and agrees to them.
- e. Customer waives any claims or defenses based in whole or in part on Customer not having read, not knowing, or not understanding these TERMS.

#### ***Contact Information***

*Any question regarding this Agreement should be directed to the following address:*

*Cayad Services LLC.*

*11606 N Garden St, Houston, TX 77071*

*Phone: (469) 619-0747*

*Email: [info@cayadservices.com](mailto:info@cayadservices.com)*

*Website: [www.cayadservices.com](http://www.cayadservices.com)*