

AUTOMOTIVE SHIPPING TERMS & AGREEMENT

Yazoo Express Logistics, LLC

FMCSA Docket Number MC: 1515589

Business Address: 2108 N Street, Suite 8546, Sacramento, CA 95816

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DEFINITIONS

“Company” refers to Yazoo Express Logistics, LLC, a federally licensed freight broker authorized by the Federal Motor Carrier Safety Administration (FMCSA) under Docket Number MC: 1515589. Company arranges freight transportation services by contracting with authorized motor carriers.

“Customer” refers to the individual or entity for whom freight brokerage services are being performed, including any authorized agent acting on Customer’s behalf.

“Vehicle” refers to the automobile, truck, motorcycle, boat, or other motorized vehicle being transported under this Agreement.

“Bill of Lading” refers to the shipping document provided by the Carrier or port facility documenting the condition and transfer of the Vehicle.

“Carrier” refers to the licensed, bonded, and insured motor carrier physically transporting the Vehicle, including transportation by land, air, or sea.

“Driver” refers to the authorized operator of the Carrier’s transport equipment.

“Booking Confirmation” refers to the Company document or email confirming: transportation fee, ready date, service type, origin and destination locations, and vehicle details.

“Terms and Conditions” refers to this document containing the complete terms governing the transportation arrangement.

“Shipment Requirements” refers to the document or email outlining Customer responsibilities and preparation requirements.

“Agreement” refers to the complete contract between Customer and Company, encompassing the Booking Confirmation, Terms and Conditions, and Shipment Requirements.

1. COMPLETE AGREEMENT

This Agreement constitutes the entire understanding between Company and Customer and supersedes all prior written or oral representations, warranties, or agreements. No modification of these Terms and Conditions shall be valid unless executed in writing by an authorized officer of Company.

Updates to the Booking Confirmation require verbal confirmation from Customer, followed by provision of an updated document. Any “Additional Comments” added by Customer to the Booking Confirmation are requests only and do not constitute binding modifications to this Agreement.

2. VEHICLE OWNERSHIP & AUTHORIZATION

Customer warrants that they are either: - The legal owner of the Vehicle, or - Authorized by the legal owner to arrange transportation of the Vehicle

Customer acknowledges that the person identified as “Ship To” or listed as consignee on the Bill of Lading is Customer’s authorized agent for purposes of: - Approving transportation charges - Accepting delivery of the Vehicle - Releasing Carrier from liability - Signing documents on Customer’s behalf

If Vehicle is released to Carrier by any person other than Customer, Customer acknowledges that such person is Customer’s authorized agent with full authority to deliver possession of the Vehicle under the terms stated herein and on the Bill of Lading.

By executing this Agreement, Customer authorizes Carrier to: - Transport Vehicle from origin to destination - Operate Vehicle for purposes of loading, unloading, and positioning

Important Note: Insertion of Company’s name on the Bill of Lading is for Customer convenience only and does not alter Company’s status as a freight broker rather than a carrier.

3. VEHICLE CONDITION & PREPARATION REQUIREMENTS

Customer Responsibilities

Prior to Shipment, Customer Must: - Remove all non-permanent exterior attachments (bike racks, spoilers, antennas, etc.) - Provide one complete set of keys (ignition, doors, trunk, locked compartments) - Ensure Vehicle exterior is clean to allow proper inspection - Disable or remove alarm systems (or provide disarm instructions) - Ensure fuel tank is no more than 1/4 full - Document existing damage with photographs

Operable Vehicle Requirements

Vehicle shipped as “operable” must: - Start in the manner intended by the manufacturer - Drive forward and in reverse - Brake safely and effectively - Steer properly

Inoperable Vehicle Requirements

Vehicle shipped as “inoperable” must: - Roll freely when in neutral - Have functional steering - Have tires that hold air - Have functional emergency brake

Failure to Meet Requirements: If Vehicle fails to meet stated requirements, Customer may be subject to additional fees, or Vehicle may be refused for transport. Customer is responsible for any parts that detach during transport and any resulting damage to persons or property.

4. PERSONAL EFFECTS & CARGO RESTRICTIONS

Permitted Items

Personal property is permitted in Vehicle up to **one hundred (100) pounds maximum**. All items must be: - Stored in the trunk, or - Placed below window line in the interior - In compliance with all federal and state laws

Prohibited Items

The following items are **strictly prohibited**: - Firearms, ammunition, or explosives - Illegal drugs or contraband - Hazardous materials - Perishable goods - Cash, jewelry, or valuables - Items exceeding 100 pounds total weight

Liability Disclaimer

Company and Carrier assume NO responsibility or liability for personal effects or property of any kind left in Vehicle. Items not in compliance with federal or state laws are subject to seizure. Any fees incurred by Carrier due to prohibited or excessive items will be forwarded to Customer for immediate payment.

Vehicles containing more than 100 pounds of additional items may be refused for pickup or subject to additional fees.

5. INSPECTION & DAMAGE CLAIMS PROCEDURE

Origin Inspection

Carrier will conduct a visual inspection of Vehicle at origin to document obvious defects and overall condition. The Bill of Lading inspection report is not intended to document

every minor defect. Pre-existing damage from normal wear and use is not considered transport-related damage.

Customer Responsibility: Vehicle must have a clean exterior to allow proper inspection. Failure to present a clean vehicle may result in limited documentation of pre-existing conditions.

Delivery Inspection

Customer or authorized Consignee **must inspect Vehicle thoroughly at time of delivery** using the same standards applied at origin.

CRITICAL REQUIREMENT: All transport-related damage or exceptions **must be noted on the Bill of Lading at time of delivery**. Signing the Bill of Lading without notation of damage constitutes conclusive evidence that Vehicle was received in acceptable condition and that Carrier is released from liability.

Damage Claim Requirements

To file a valid damage claim, Customer must: 1. **Note all damage on the Bill of Lading at delivery** 2. **Submit written claim within five (5) calendar days of delivery** 3. **Include clear photographs of all alleged damage** 4. **Provide repair estimates from two (2) different licensed repair facilities** 5. **Pay all outstanding charges owed to Company prior to claim processing**

Claims submitted more than five (5) days after delivery or with incomplete documentation will be denied.

Excluded from Coverage

Company and Carrier are **not liable** for:

a) Inspection Limitations: - Damage not detected due to poor visibility, weather conditions, inadequate lighting, or dirty Vehicle condition - Damage to Vehicles received in "As Is" or inoperable condition

b) Mechanical & Undercarriage Components: - Undercarriage damage - Lower body panels on vehicles with less than 8" ground clearance - Exhaust systems, catalytic converters, mufflers - Tires, rims, wheels, hubcaps - Suspension components, shocks, struts - Wheel bearings, axles, drive shafts - Tie-down attachment points - Mechanical systems: brakes, alignment, engine tuning, charging systems, batteries - Interior components (no interior evaluation is conducted)

c) Fluid-Related Damage: - Damage caused by leaking battery acid, motor oil, transmission fluid, brake fluid, power steering fluid, radiator coolant, or other vehicle fluids

d) Force Majeure: - Acts of God (weather, natural disasters) - Acts of public authority - Road debris or environmental fallout

e) Consequential Damages: - Diminution in value of Vehicle - Rental car expenses - Lost wages or business income - Hotel accommodations - Any other indirect, incidental, or consequential damages

f) Customer-Caused Damage: - Damage resulting from Customer's failure to remove non-permanent attachments - Damage from inadequate vehicle preparation - Damage from undisclosed mechanical issues

6. INSURANCE COVERAGE

Carrier provides limited cargo insurance coverage for transport-related damage to Vehicle. A certificate of insurance can be provided upon Carrier assignment.

Claims Process

In the event of transport-related damage: 1. Customer must obtain repair estimates from two (2) different licensed facilities 2. Company or Carrier will select the appropriate estimate for reimbursement 3. All claims must be pursued directly with the assigned Carrier 4. Liability for damages and Driver negligence rests solely with Carrier

Company's Role as Broker

As a licensed freight broker, Yazoo Express Logistics, LLC will: - Provide Customer with Carrier's name, address, phone number, and insurance information - Assist Customer in gathering necessary claim documentation - Facilitate communication between Customer and Carrier

Final claim decisions rest with the Carrier and their insurance provider. Company will make reasonable efforts to assist but cannot guarantee claim outcomes.

7. LIMITATION OF LIABILITY

Broker Liability Limitation

To the maximum extent permitted by applicable law, Company's total liability for any claims arising from or related to this Agreement shall not exceed the amount of brokerage fees paid by Customer to Company.

In no event shall Company be liable for: - Indirect, incidental, special, consequential, or punitive damages - Lost profits or business interruption - Loss of use or diminution in value - Rental car expenses or accommodation costs - Any damages exceeding the brokerage fee paid

This limitation applies even if Company has been advised of the possibility of such damages or if such damages were reasonably foreseeable.

This limitation of liability does not extend to the Carrier of Vehicle, who maintains separate liability under their cargo insurance policy and federal regulations.

8. TRANSIT TIME & DELIVERY ESTIMATES

No Guaranteed Dates

Customer acknowledges and agrees that: - All quoted transit times are **estimates only** - Company does **not guarantee** pickup or delivery on specific dates - Company will make good faith efforts to meet estimated timeframes - Delays may occur due to weather, mechanical issues, traffic, or other factors beyond Company's control

No Liability for Delays

In the event of delays, Company and Carrier shall not be liable for: - Rental car expenses - Hotel or accommodation costs - Lost wages or business income - Missed appointments or events - Any other claimed expense or consequential damage resulting from delay

Customer is encouraged to build flexibility into travel plans and avoid scheduling commitments dependent on exact delivery dates.

9. PAYMENT TERMS & CONDITIONS

Payment Schedule

- **Deposit:** Customer credit card will be charged when Carrier is assigned
- **Balance Due:** All charges must be paid in full **prior to Vehicle pickup**
- **Payment Methods:** Credit card, debit card, bank transfer, or certified funds

Chargeback Prohibition

Customer agrees to pay all sums due to Company for transported Vehicle and **will not seek to charge back a credit card or reverse a bank transfer** to offset any dispute related to delays or damage claims. All disputes must be handled according to the terms of this Agreement and the dispute resolution procedures outlined herein.

Lien Rights

Company shall have a possessory lien on Vehicle for all unpaid sums and may refuse to release Vehicle until full payment is rendered. Company may seek legal title to any Vehicle

left unclaimed at destination after thirty (30) days and may sell or otherwise dispose of Vehicle as permitted by law to satisfy unpaid charges.

Collection Costs

Customer agrees to pay all costs of collection, including reasonable attorney's fees, court costs, and collection agency fees, in the event Company must pursue legal action to collect unpaid amounts.

10. BROKER SERVICE RELATIONSHIP

Independent Contractor Status

Company and Customer acknowledge that while Carrier has authorized Company to invoice Customer for transportation services, Company is **not an agent** of Carrier or Customer and remains at all times an independent contractor operating as a licensed freight broker.

Scope of Services

For the amount stated on the Booking Confirmation, Company agrees to: - Arrange for transportation of Customer's Vehicle - Contract with licensed, insured, and bonded motor carriers - Comply with all federal, state, and local laws governing freight brokerage - Provide Customer with Carrier information and documentation

Limited Responsibility

Company's responsibility under this Agreement is **limited to arranging for, but not actually performing**, transportation of Customer's Vehicle. Company does not own or operate transport equipment and is not responsible for Carrier performance, except as required by federal broker regulations.

11. DELIVERY & STORAGE

Completion of Delivery

Carrier's liability ceases upon unloading of Vehicle at or near the agreed-upon destination location, port, or storage facility. At that point, Vehicle is considered delivered.

Unclaimed Vehicles

Vehicles not claimed within a reasonable time after arrival may incur storage fees. **Customer alone, not Company, is responsible for storage fees** resulting from failure to claim Vehicle promptly.

Storage fees are payable to Company on behalf of the facility storing the Vehicle. Failure to accept delivery more than thirty (30) days after arrival authorizes Company or the storage facility to foreclose its lien on Vehicle as provided by the laws of the state where Vehicle is located.

Non-Standard Delivery Locations

Customer is responsible for any additional charges associated with: - Delivery to or pickup from storage facilities - Delivery to non-standard locations (residential areas with access restrictions, etc.) - Re-delivery attempts due to Customer unavailability

If additional charges are due when Carrier arrives to receive or deliver Vehicle, such charges will be forwarded to Customer for immediate payment.

12. CANCELLATION POLICY

Cancellation Fees

Customer cancellations are subject to a **fifty dollar (\$50) cancellation fee** under the following conditions:

Fee Waived If: - Customer's Ready Date has passed and no Carrier has been assigned - Exception: If Ready Date is within 48 hours of booking, the 48-hour period must elapse before fee is waived

Fee Applies: - Once a Carrier has been assigned in any scenario - Cancellation fees will not be waived after Carrier assignment

No Cancellation After Pickup

Once Vehicle has been picked up by Carrier or dropped off, customer cancellation is no longer available. Customer remains responsible for all transportation charges.

Cancellation Procedure

Cancellation requests must be made by calling the Cancellation Department at **(888) 927-8617**. Email or text cancellation requests are not accepted.

13. DRY-RUN & DELAY FEES

Pickup Dry-Run Fees

If a Driver is dispatched to pickup location and Vehicle is not available for pickup within **thirty (30) minutes** of Driver arrival (after prior arrangements have been made), a dry-run fee of **fifty dollars (\$50)** will be imposed.

Delivery Delay Fees

All deliveries are allocated **thirty (30) minutes** at the contracted destination point. Deliveries that exceed this period due to Customer unavailability will incur: - **\$50** for the first 30-minute delay period - **\$25** for each additional 30-minute period thereafter

Access Restrictions

If pickup or delivery at the agreed-upon location is impossible or impracticable due to: - Weight restrictions - Low-hanging trees or power lines - Narrow roads or tight turns - Gated communities or restricted access - Other physical obstacles

Customer agrees to meet Driver at a safe and legal alternative location for loading or unloading. **Failure to do so may result in imposition of the dry-run fee.**

Address Changes

Address change requests made less than **forty-eight (48) hours** prior to scheduled pickup or delivery may be: - Denied, or - Subject to additional fees

Refusal of Service

If a dispatched Driver must refuse pickup for any reason, including but not limited to: - Vehicle condition not as described - Customer exhibiting offensive, inappropriate, threatening, or vulgar language or behavior - Safety concerns - Failure to provide keys or required documentation

The dry-run fee may be imposed. All imposed fees will be forwarded to Customer for immediate payment.

14. INDEMNIFICATION & HOLD HARMLESS

Customer agrees to **indemnify, defend, hold harmless, release, waive, and forever discharge** Company, its officers, directors, employees, agents, and representatives from any and all:

- Claims, demands, and causes of action
- Costs, losses, and expenses (including reasonable attorney's fees)
- Liability, obligations, and damages
- Recoveries, judgments, interest, and penalties

Which are in any way connected with: - The transportation of Customer's Vehicle - The adequacy or completeness of services provided by Company - Any alleged negligent acts or omissions of Company - Any claims seeking to hold Company responsible for acts or omissions of third parties (including Carriers and Drivers)

This indemnification survives termination of this Agreement and applies to claims brought by Customer or any third party.

15. DISPUTE RESOLUTION & ARBITRATION

Mediation Requirement

If a dispute arises from or relates to this Agreement or breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to first attempt settlement through mediation administered by the American Arbitration Association (AAA) before resorting to arbitration or litigation.

Binding Arbitration

Any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by **binding arbitration** administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

Arbitration Terms

- **Arbitrator:** Single arbitrator selected per AAA rules
- **Location:** Ridgeland, Mississippi
- **Governing Law:** Federal Arbitration Act and applicable state law
- **Judgment:** Award may be entered in any court having jurisdiction

Limitations on Arbitrator Authority

The arbitrator shall have **no authority** to: - Award punitive damages (except as required by statute) - Award consequential damages - Issue injunctions or directives other than monetary awards - Modify the terms of this Agreement

Any award shall be limited to monetary damages based on the prevailing party's actual, documented losses.

Cost Allocation

Each party shall bear: - Its own costs, expenses, and attorney's fees - An equal share of the arbitrator's fees and AAA administrative costs

Claim Deadlines (CRITICAL)

Customer waives all claims against Company if: - Actual written notice of the claim is not provided to Company within **thirty (30) days** of the incident giving rise to the claim

Customer waives right to arbitration if: - Claims are not initiated within **one (1) year** of the date Company provides written notice of denial of any part of the claim

Class Action Waiver

Customer agrees that any arbitration or legal proceeding shall be conducted on an **individual basis only**. Customer waives the right to participate in any class action, collective action, or representative proceeding against Company.

16. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable to any extent, such provision shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other provisions shall remain in full force and effect and shall be construed to give maximum effect to the parties' intent.

17. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal transportation regulations, without regard to conflict of law principles.

Any legal action not subject to arbitration must be brought in the state or federal courts located in San Joaquin County, California.

18. NOTICE REQUIREMENTS

All notices required under this Agreement must be provided in writing and sent to:

Yazoo Express Logistics, LLC

2108 N Street, Suite 8546, Sacramento, CA 95816

Tracy, CA 95377

Phone: (888) 927-8617

Email: service@yazooexpresslogistics.com

Notices are considered delivered when: - Hand-delivered with receipt - Sent via certified mail, return receipt requested - Sent via email with confirmation of receipt

19. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations under this Agreement when such failure is caused by events beyond reasonable control, including but not limited to:

- Acts of God (earthquakes, floods, fires, storms)
- War, terrorism, civil unrest
- Government actions or regulations
- Labor strikes or disputes
- Pandemics or public health emergencies
- Severe weather conditions
- Road closures or transportation disruptions

The affected party must provide prompt notice and make reasonable efforts to resume performance.

20. ENTIRE AGREEMENT & AMENDMENTS

This Agreement, including the Booking Confirmation and Shipment Requirements, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

No amendment, modification, or waiver of any provision shall be valid unless in writing and signed by an authorized officer of Company.

CUSTOMER ACKNOWLEDGMENT

By using our services, you acknowledge and agree that:

1. You have read and understood these Terms
2. Yazoo Express Logistics is a freight broker, not a motor carrier
3. Carriers are independent contractors responsible for transportation
4. You have provided accurate shipment information
5. You understand payment terms and obligations
6. You understand claims procedures and limitations of liability
7. You consent to electronic communications
8. You agree to jurisdiction in San Joaquin County, California
9. You waive jury trial and class action rights
10. You have authority to bind your company to these Terms

24. Effective Date and Acceptance

These Terms of Service are effective as of November 19, 2025.

By requesting a quote, booking a shipment, or using our services, you acknowledge that you have read, understood, and agree to be bound by these Automotive Shipping Terms & Agreement, our Terms of Service, our SMS Terms of Service, and our Privacy Policy.

Thank you for choosing Yazoo Express Logistics. We are committed to providing military-grade logistics services with integrity, accountability, and professionalism.