

Terms & Conditions

Last Updated: December 2025

1. Introduction and Legal Notice

These Terms and Conditions of Service ("Agreement") constitute a legally binding contract between US Trans Shipping LLC, doing business as WeShipCars ("WeShipCars," "we," "our," or "us") and the individual or entity booking transportation services ("Customer").

In the event that WeShipCars provides services and issues a document containing separate terms and conditions specific to those services, the provisions of such document shall control to the extent of any inconsistency.

By submitting a shipping order, making payment, or otherwise engaging WeShipCars' services, the Customer acknowledges having read, understood, and agreed to be bound by these Terms and Conditions.

WeShipCars is a licensed and bonded property broker, registered with the U.S. Department of Transportation under MC #1236388 and USDOT #3620307. WeShipCars is not a motor carrier and does not own or operate trucks or transport equipment. Its sole role is to arrange the transportation of motor vehicles by duly licensed and insured motor carriers ("Carrier(s)") on behalf of the Customer.

2. Scope of Services

WeShipCars agrees to arrange for the transportation of Customer's vehicle(s) ("Vehicle(s)") between the pickup and delivery locations designated by the Customer. Transportation will be performed by independent Carrier(s) selected by WeShipCars. The Carrier assumes full responsibility for the Vehicle upon loading and during transport.

WeShipCars' obligations are limited to arranging transportation and communicating between the Customer and Carrier. Estimated pickup and delivery dates are provided for scheduling purposes only and are not guaranteed. Delays may occur due to weather, road closures, scheduling, mechanical issues, or other circumstances beyond the control of WeShipCars or the Carrier. Carriers operate as independent contractors and are not employees, agents, or representatives of WeShipCars. WeShipCars does not direct or control Carrier personnel, routes, schedules, or operational methods and shall not be liable for any act, omission, delay, or negligence of any Carrier or its employees.

For shipments involving ocean freight WeShipCars acts strictly as a property broker. Ocean transport is arranged through independent ocean carriers, who issue their own bills of lading and operate under their own terms, tariffs, and limitations of liability. WeShipCars does not

assume possession, custody, or control of the vehicle at any point during the ocean transport. The Customer is solely responsible for reviewing the ocean carrier's terms and arranging additional marine cargo insurance if desired.

3. Customer Responsibilities

The Customer represents and warrants that they are the lawful owner of the Vehicle(s) or have full authority to contract for its transportation.

The Customer must prepare the Vehicle for shipment by:

- (a) removing all loose parts, personal belongings, and aftermarket accessories not permanently attached;
- (b) ensuring the Vehicle is operable unless clearly noted as "inoperable" at booking;
- (c) disarming or providing instructions for any alarm systems;
- (d) ensuring the Vehicle contains no more than one-quarter ($\frac{1}{4}$) tank of fuel.

The Customer must disclose in writing any modifications, non-standard dimensions, or inoperable condition of the Vehicle before scheduling pickup. Additional charges may apply for oversized, modified, or non-running vehicles.

If the Carrier cannot access the designated pickup or delivery address due to legal or safety restrictions, the Customer agrees to meet the Carrier at a nearby location that can safely accommodate a transport truck.

The Customer or their authorized agent must be present for pickup and delivery to complete inspections and sign the Bill of Lading (BOL). If the Customer or agent is unavailable, the Vehicle may be placed in storage at the Customer's expense until delivery can occur.

4. Prohibited Contents

The Customer may not include personal or household items inside the Vehicle during transport. WeShipCars and the Carrier are not liable for any loss or damage to personal property or for any resulting damage to the Vehicle.

Prohibited items include but are not limited to: explosives, firearms, ammunition, flammable materials, narcotics, alcohol, cash, jewelry, pets, plants, perishable goods, or any illegal contraband. Any such items may be confiscated or disposed of without compensation, and the Customer assumes all resulting liability.

5. Vehicle Inspection and Bill of Lading

At pickup, the Carrier and Customer (or the Customer's agent) will inspect the Vehicle's exterior and record its pre-existing condition on the Bill of Lading. Both parties must sign the inspection report before transport.

Upon delivery, another inspection will be conducted, and any new damage must be clearly

noted on the final Bill of Lading before the Vehicle is accepted. Signing the Bill of Lading without noting damage constitutes acceptance of the Vehicle in good condition and releases the Carrier and WeShipCars from further liability.

The Carrier's Bill of Lading governs the transportation of the Vehicle and serves as the official record of condition. WeShipCars is not a party to the Bill of Lading.

6. Damage Claims

WeShipCars is not a party to any insurance policy issued to or by a Carrier and shall have no responsibility for the Carrier's or insurer's claim handling or coverage determinations. Any claim for loss or damage must be filed directly with the Carrier or its insurer. Upon written request, WeShipCars may assist the Customer in obtaining Carrier contact or policy information for convenience only, without assuming any legal obligation or liability.

All damage claims must be submitted in writing within seven (7) calendar days of delivery. The Customer must pay all transport charges in full before a claim can be processed.

WeShipCars will, upon request, provide the Carrier's insurance details and assist the Customer in contacting the Carrier but does not assume responsibility for claim handling or settlement.

For ocean freight shipments, any claim for loss, damage, or delay must be filed directly with the ocean carrier and is subject to the terms of the Carriage of Goods by Sea Act (COGSA), 46 U.S.C. §30701. For ground shipments handled by motor carriers, claims are governed by the Carmack Amendment, 49 U.S.C. §14706. The Customer should notify WeShipCars of any intent to file a claim within forty-eight (48) hours of delivery so that WeShipCars may provide reasonable assistance in obtaining relevant documentation from the carrier. WeShipCars shall not be liable for any loss, delay, or damage arising from acts of God, severe weather, riots, strikes, terrorism, political unrest, mechanical failures, or any conditions beyond its control.

WeShipCars does not provide cargo insurance and shall not be liable for any damage caused by the Carrier, road hazards, theft, vandalism, Acts of God, or mechanical failure.

7. Delays and Force Majeure

Pickup and delivery times are estimated only and cannot be guaranteed. WeShipCars and the Carrier are not liable for delays or failure to perform caused by weather, traffic, road closures, labor strikes, government actions, or other events beyond reasonable control.

Delays involving ocean shipping, including but not limited to port congestion, customs clearance, vessel schedules, labor strikes, and weather conditions are beyond the control of WeShipCars. Estimated pickup and delivery dates are not guaranteed, and WeShipCars shall not be liable for any costs, penalties, or consequential damages arising from any such delays.

Neither WeShipCars nor the Carrier shall be liable for indirect, incidental, or consequential damages arising from delay, including but not limited to rental car costs, storage, lodging, or lost

income.

8. Payment Terms

A non-refundable deposit is required to confirm the shipping order. The deposit represents WeShipCars' brokerage fee for arranging transportation.

If the total cost is not prepaid in full to WeShipCars, the remaining balance is due upon delivery and must be paid directly to the Carrier in the form of cash, cashier's check, or money order (unless otherwise agreed in writing).

Once a Carrier is assigned, the deposit is non-refundable, except where WeShipCars fails to provide transportation within a reasonable time.

Chargebacks or payment reversals are prohibited for completed services or shipments where a Carrier has been assigned. Failure to pay the Carrier at delivery may result in storage or lien charges at the Customer's expense.

9. Cancellation Policy

If the Customer cancels the order before a Carrier is assigned, the deposit shall be refunded in full.

If the Customer cancels after Carrier assignment, the deposit shall be retained as an earned brokerage fee.

WeShipCars reserves the right to refuse or cancel any order at any time for any reason. If WeShipCars cancels an order, any unearned deposit will be refunded in full.

10. Insurance and Liability

Each Carrier contracted by WeShipCars shall maintain active FMCSA operating authority, public liability insurance of not less than seven hundred fifty thousand dollars (\$750,000), and cargo insurance of not less than one hundred thousand dollars (\$100,000) per shipment, unless otherwise disclosed in writing. WeShipCars verifies Carrier insurance and authority through the Federal Motor Carrier Safety Administration's public database at the time of dispatch but does not audit, warrant, or guarantee the sufficiency, validity, or coverage of any Carrier policy.

WeShipCars is a property broker only and does not assume possession, custody, or control of the Vehicle at any time. As such, WeShipCars shall not be liable for any loss, theft, damage, delay, or denial of insurance coverage arising out of or related to the Carrier's services or operations.

To the fullest extent permitted by law, WeShipCars' total liability under this Agreement shall be strictly limited to the amount of its brokerage fee (deposit) actually paid by the Customer, or one hundred dollars (\$100), whichever is less. Under no circumstances shall WeShipCars be liable

for any incidental, special, indirect, or consequential damages, including but not limited to loss of use, loss of value, rental car costs, missed deadlines, storage fees, or lost income, regardless of the cause and even if advised of the possibility of such damages.

11. Lien and Back-Solicitation

WeShipCars retains a contractual and possessory lien on the Vehicle for all unpaid charges under this Agreement, including brokerage fees, cancellation penalties, and any costs advanced on the Customer's behalf. WeShipCars may withhold release of any documents or shipment information until all outstanding amounts are paid in full.

The Customer agrees not to directly or indirectly solicit, engage, contract with, or otherwise use the services of any Carrier introduced, referred, or dispatched by WeShipCars for a period of twelve (12) months following the date of introduction or transport, except through a new booking made directly with WeShipCars. Any violation of this non-circumvention obligation shall subject the Customer to liquidated damages equal to fifteen percent (15%) of the total transportation revenue paid to the Carrier, in addition to any actual damages and legal fees incurred by WeShipCars in enforcement.

The Customer further agrees to promptly notify WeShipCars in writing if a Carrier introduced by WeShipCars contacts the Customer directly for future transport services.

12. Indemnification

The Customer agrees to indemnify, defend, and hold harmless WeShipCars, its officers, employees, and agents from and against any and all losses, claims, liabilities, or expenses (including attorney's fees) arising from the Customer's breach of this Agreement, inaccurate information, or failure to comply with these Terms and Conditions.

13. Independent Contractor Relationship

WeShipCars and each Carrier operate as independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between WeShipCars and any Carrier or Customer.

14. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict-of-law principles.

All disputes arising from this Agreement shall be brought exclusively in the state or federal courts located in Cook County, Illinois. The parties consent to the jurisdiction of such courts and waive any objection to venue or forum non conveniens.

15. Binding Arbitration and Class Action Waiver

Any dispute, claim, or controversy arising out of or relating to this Agreement, or the services provided hereunder, shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

The arbitration shall take place in Chicago, Illinois, and each party shall bear its own costs and attorneys' fees. The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

Both parties waive the right to a jury trial and agree that any claims will be brought on an individual basis only, not as part of any class, collective, or representative action. Either party may bring qualifying claims in small claims court within Cook County, Illinois.

16. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous communications or agreements, whether written or oral, regarding the subject matter herein. No modification shall be valid unless made in writing and signed by an authorized representative of WeShipCars.

18. Consumer Notice

WeShipCars operates exclusively as a licensed property broker under federal law and is regulated by the Federal Motor Carrier Safety Administration (FMCSA) pursuant to 49 U.S.C. § 13904 and 49 C.F.R. Part 371.

WeShipCars does not take possession of vehicles and does not transport property in its own name. All transportation is performed by independent motor carriers duly licensed and insured under 49 U.S.C. § 13902.

Carrier liability for loss or damage to a vehicle in interstate transport is governed by the Carmack Amendment (49 U.S.C. § 14706). Customers are encouraged to review the carrier's insurance policy and Bill of Lading prior to shipment.

By booking transport, paying a deposit, or otherwise engaging WeShipCars' services, the Customer acknowledges acceptance of these Terms and Conditions.