

DispatchAuction Terms of Service

Thank you for using DispatchAuction. These terms and conditions ("Terms") explain the rules that apply when you use DispatchAuction to transport vehicles bought at Copart, IAA and other vehicle auctions. By placing an order with DispatchAuction, you agree to these Terms, so please read them carefully.

1. What DispatchAuction Does

DispatchAuction is a service provided by Royal Port Logistics LLC (USDOT 3032619, MC 40242), a licensed auto transport broker. We arrange the transport of your vehicle by finding a licensed and insured carrier to move it. We do not own trucks or employ drivers. In these Terms, "DispatchAuction", "we" and "us" refer to Royal Port Logistics LLC, and "you" refers to the customer placing the order.

We arrange pickups from auction yards in the 48 contiguous United States only. We do not arrange transport from or to Alaska, Hawaii, Puerto Rico, Canada or Mexico.

2. Getting a Price and Booking

- **Your price:** Your price is based on the information you give us: the auction, lot number, pickup branch, delivery address, vehicle type and whether the vehicle runs. Prices come from current market rates for your route and can change from day to day until you book.
- **Accurate information:** It is your responsibility to make sure this information is correct. If it is wrong or incomplete, the price may change, the pickup may be delayed, or the order may be cancelled.
- **Order confirmation:** When you book, you will receive an order confirmation with the vehicle, pickup and delivery locations, and the total price. Please check it and tell us straight away if anything is wrong.
- **Dates are estimates:** Pickup and delivery dates are estimates, not guarantees. See section 6 for the reasons auction vehicles can be delayed.

3. Your Responsibilities at the Auction

- **Pay the auction in full:** The vehicle must be paid for in full at the auction, with a \$0 balance, before it can be picked up. All charges from the auction are your responsibility, including storage, late payment, relisting, gate and loading fees, except as described in section 7.
- **Buyer number and gate pass:** You must give us your auction buyer number and, where the auction requires it, the gate pass PIN or release. You may book before you have the gate pass PIN, but the vehicle cannot be picked up until you send it to us by email or WhatsApp.
- **Vehicle ready for release:** The vehicle must be released by the auction and available for pickup. Tell us if the auction has told you the vehicle is at a subplot or off-site location, needs a pickup appointment, or has any other release requirement.
- **Keys and condition:** Tell us if the vehicle has no keys, does not run, or cannot roll, steer or brake. These affect how the vehicle is loaded and what it costs to move.

- **Dry runs:** If a carrier arrives at the auction and cannot load the vehicle for a reason within your control, such as an unpaid balance, a missing or incorrect gate pass, incorrect lot information or a vehicle that has not been released, you will be responsible for any dry run fee the carrier charges.

4. Vehicle Condition and Price Changes

Auction vehicles are sold as-is, and auction listings are not always complete or accurate. Your price assumes the vehicle matches the information you gave us.

- If, at pickup, the vehicle turns out to be different, for example it does not run, has no keys, is missing wheels or tires, cannot roll, steer or brake, is larger or heavier than listed, or is at a different location, the cost of moving it may change.
- If that happens, we will contact you before making any price adjustment and explain what changed and what it costs. You may then accept the new price or cancel the order. Cancellation fees under section 9 may apply if a carrier has already been dispatched.
- Non-running vehicles must be loaded with a winch or forklift, and the price you are quoted for a non-running vehicle reflects this. If you tell us a vehicle runs and it does not, the price will be adjusted.

5. Delivery

- **Delivery contact:** You must give us a delivery contact who can be reached by phone and who, or whose staff, can receive the vehicle at the delivery address.
- **Warehouses and businesses:** Many deliveries go to export warehouses, ports and businesses with set receiving hours. If the delivery location is closed, refuses the vehicle, or requires a booking you have not made, you are responsible for any redelivery, storage or waiting charges that result.
- **Door to door:** Transport is door to door unless a large car carrier cannot safely or legally reach the address. In that case the driver will arrange to meet your contact at a nearby accessible location, such as a large parking lot.

6. Delays

Moving vehicles out of auctions involves steps that are outside our control and outside the carrier's control. Pickup and delivery can be delayed by, among other things:

- auction release times, payment processing, gate pass issues, yard hours, pickup appointments and yard congestion
- vehicles that are at a subplot or off-site location, or that cannot be found at the yard
- weather, traffic, road closures, mechanical problems and carrier availability, especially for rural yards and non-running vehicles

DispatchAuction cannot guarantee specific pickup or delivery dates, and is not responsible for losses caused by delays, except for our storage fee commitment in section 7.

7. Auction Storage Fees

Storage fees charged by the auction are your responsibility, with one exception: our five-business-day commitment.

- **Our commitment:** If we have not picked up your vehicle within 5 business days, we will pay the auction storage fees charged for each day after the fifth business day until pickup. The 5 business days begin on the latest of these three dates:
 - the day you placed the order with us
 - the day your balance with the auction reached \$0
 - the day you gave us the gate pass PIN or release, where the auction requires one
- **Exceptions:** We are not responsible for storage fees if any of the following apply:
 - a weather event such as snow, flooding, a hurricane, blizzard or tornado
 - the vehicle is at a subplot or off-site location
 - the vehicle is at an auction that is generally difficult to pick up from, for example because it is in a rural area
 - the delay is caused by the auction, for example a yard closure, release hold or system outage
 - the delay is caused by incorrect or missing information from you, or by a dry run described in section 3
- **How to claim:** Send us the auction's invoice showing the storage charges within 30 days of pickup. We will reimburse the amount covered by this section.

8. Payment

- **When you are charged:** When you book, we place a hold on your card for the full price of the order. Your card is charged when a carrier accepts your order. At that point we have done what we agreed to do, which is to find a carrier for your vehicle.
- **If a hold expires:** Card holds expire after a limited time. If a hold expires before a carrier accepts your order, we may place a new hold for the same amount.
- **Price adjustments:** If the price changes under section 4 and you accept the new price, the difference will be charged to the same card or refunded to it.
- **Payment processing:** Card payments are processed securely by Stripe. We do not store your full card number.

9. Cancellations

- **Cancelling before a carrier accepts:** You can cancel your order at no cost at any time before a carrier accepts it. The hold on your card will be released.
- **Cancelling after a carrier accepts:** If you cancel after a carrier accepts your order, or if the carrier cannot pick up the vehicle for a reason within your control, you may owe a cancellation fee, and any dry run fee charged by the carrier. We will work with you if an order has to be cancelled because of a genuine emergency.

- **DispatchAuction's Right to Cancel:** DispatchAuction reserves the right to cancel an order at any time prior to carrier acceptance, for any reason, including but not limited to inability to find a suitable carrier, pricing discrepancies, or operational constraints. In the event DispatchAuction cancels your order prior to carrier acceptance, you will receive a full refund of any amounts paid to DispatchAuction. DispatchAuction will notify you of any such cancellation promptly and will make reasonable efforts to assist you in finding alternative transportation solutions.

10. Vehicle Damage and Claims

- **Existing damage:** Most auction vehicles already have damage. Carriers are only responsible for new damage that happens while the vehicle is in their care, not for damage that existed before pickup.
- **Condition at pickup:** Because you are usually not present at the auction, the driver records the vehicle's condition on the carrier's inspection form, usually the Bill of Lading, at pickup.
- **Condition at delivery:** Your delivery contact must inspect the vehicle on arrival, note any new damage on the Bill of Lading before signing, and take photos.
- **Reporting damage:** Tell us about any new damage within 24 hours of delivery so we can send you the shipment documents you need. Damage claims must be filed directly with the carrier, whose cargo insurance covers damage caused during transport.

11. Personal Belongings and Prohibited Items

- **Personal belongings:** Neither DispatchAuction nor the carrier is responsible for personal belongings or loose items left in the vehicle, including items that came with the vehicle from the auction.
- **Prohibited items:** Explosives, weapons, ammunition, flammable materials, live animals, illegal goods and narcotics must not be in the vehicle. If a carrier finds prohibited items, they may remove them or refuse the transport, and you will be responsible for any resulting fees or fines.

12. Limited Liability

DispatchAuction's total liability for any claim or damages is limited to the service fee you paid us for the order in question. In no case is DispatchAuction responsible for delays, auction charges (except under section 7), damage caused during transport, or indirect losses such as lost profits, missed shipping bookings or resale delays.

13. Dispute Resolution

- **Binding arbitration:** Any disagreement between you and DispatchAuction must be resolved through binding arbitration, a more informal process before a neutral third party instead of a judge or jury. To begin, send DispatchAuction a signed letter explaining your complaint, what you want resolved, and that you want to go to arbitration. Send it by certified mail or another service that requires a signature, such as FedEx or UPS, at least 30 days before arbitration begins, to: DispatchAuction, 33 Amber Drive, Old Bridge, NJ 08857.

- **Outcomes:** If you win, you may ask DispatchAuction to reimburse the service fees you were charged. If the arbitrator decides your complaint was frivolous, DispatchAuction may ask for its legal fees.
- **Individual claims only:** Disagreements are handled on an individual basis. You may not bring a claim on behalf of a group or class of people.

14. Governing Law

These Terms are governed by United States federal law and the laws of the State of New Jersey. Any disagreement that is not resolved through arbitration under section 13 will be settled in a state or federal court in New Jersey, and New Jersey law applies regardless of the laws of any other place.

15. Communications

By placing an order, you agree that we and the carrier may contact you about your order by email, text message, WhatsApp and phone, using the details you give us.

16. Other Terms

- **Complete agreement:** These Terms are the complete agreement between you and DispatchAuction and replace any earlier discussions or agreements, whether written or verbal.
- **Changes to these Terms:** We may update these Terms at any time. The version in effect when you place an order applies to that order.
- **Use of your name:** DispatchAuction may use your name or company name, together with our own brand elements, to identify you as a DispatchAuction customer on our websites and in materials shared with existing or potential customers, partners and investors. To opt out, email info@dispatchauction.com.
- **Your responsibility to read:** You cannot avoid these Terms by claiming you were unaware of them or their contents.

Questions about these Terms? Email info@dispatchauction.com or WhatsApp us on (917) 622-5134.