



# Vehicle Shipping Agreement

## Customer Information

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ National ID number: \_\_\_\_\_

Email: \_\_\_\_\_ Vehicle Information: \_\_\_\_\_

Lot Number: \_\_\_\_\_ Location: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Shipping Destination: \_\_\_\_\_

## Schedule of Fees

Shipping Cost: \_\_\_\_\_ [Please refer to our Shipping Fees ▶](#)

**Custom Duty :** 5% of invoice or value (as otherwise determined by Customs) to be paid 3 days prior to the vehicle's arrival at Jebel Ali

**Other Fees:** [See Vehicle Shipping Terms and Conditions](#) \_\_\_\_\_

CUSTOMER CONFIRMS THAT THE INFORMATION CONTAINED IN THIS AGREEMENT IS ACCURATE AT THE TIME OF SIGNING. CUSTOMER AGREES TO BE BOUND BY THE ATTACHED VEHICLE SHIPPING TERMS AND CONDITIONS, WHICH ARE INCORPORATED AND MADE A PART OF THIS VEHICLE SHIPPING AGREEMENT.

### Customer

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Copart UAE Auctions LLC:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



# Vehicle Shipping Terms and Conditions

## 1. Services

Customer engages Copart UAE Auctions LLC ("Copart") to provide vehicle shipping and customs clearance services (the "Services") to Customer regarding the vehicle described in this Agreement ("Vehicle"). Copart shall transport and ship the Vehicle from the auction facility where the vehicle was purchased, located in the United States, to Copart's facility located at Plot No. 500 – 663, Dubai Industrial City, P.O. Box 334292, Dubai, UAE. Customer acknowledges and agrees that these Services are provided solely by Copart. Customer waives any claims it may have against Copart's parent companies, subsidiaries or affiliates related to this Agreement.

## 2. Customs Service

Relying upon information provided by Customer, Copart will manage the exportation and, through third party customs brokers, the importation clearance of the Vehicle(s), as applicable, by (a) remitting Customer payment of import charges to applicable customs and tax authorities, (b) preparing required documentation, (c) making necessary filings, and (d) providing customs authorities with information needed to clear the shipment through customs.

## 3. Timeliness

Copart does not guarantee pick up, transportation or delivery by a stipulated date or a stipulated time, nor shall Copart be liable for the consequences of failure to do so.

## 4. Power of Attorney and Title Transfer.

Customer appoints Copart to act as power of attorney for Customer and authorizes and directs Copart, Inc. to transfer title of the Vehicle to Copart from the party that sold the Vehicle. Customer agrees that, upon receipt of all fees due under this Agreement (including but not limited to customs duties), Copart will transfer title of the Vehicle into the name of Customer.

## 5. Status Updates

Copart will provide Customer with any available updates regarding the status and progress of the international shipment of the Vehicle(s).

## 6. Payment

Customer shall pay the full cost of shipping upon execution of the Vehicle Shipping Agreement. All prices are in USA dollars; payment can be made in USA dollars or UAE Dirhams at prevailing exchange rates. Customer shall pay all applicable fees, including duty and customs fees, if any, in a timely manner in accordance with these Terms.

## 7. Duty and Customs Fees

- a. Any fees incurred due to a customs hold are the Customer's responsibility.
- b. Any revision in terminal handling charges, delivery order fees, port tariffs, or customs charges will be billed at actual rates incurred.
- c. Shipping line demurrage charges and port storage charges, if any, will be billed at actual rates incurred.
- d. Customs inspection fees, if any, will be billed at actual rates incurred.
- e. Customs duty is based on valuation by Dubai Customs and shall be paid at least 3 days prior to the Vehicle(s) arrival to the port of Jebel Ali.
- f. A Copart processing fee of 3% on the total duty outlay will be applied on the custom duty of the Vehicle(s) in the event Customer fails to pay any duty required pursuant to these Terms and Conditions.

## 8. Title-Related Delays

Customer will be solely responsible for any extra charges or delays resulting from the shipment of a Vehicle that falls under the following categories: Missing or lost VIN, Dead VIN, Unsatisfied Lien, Lien Papers, Parts Only, No Title Junk receipt, Bill of Sale.

## 9. Volume Limits

All prices are quoted for vehicles less than or equal to 825 cubic feet (ft<sup>3</sup>). Vehicles larger than 825 cubic feet (ft<sup>3</sup>) will incur additional fees.

## 10. Damage Waiver

Customer waives any claims it may have against Copart for any damage that occurs to the Vehicle while in the possession of Copart, its agents and subcontractors, or customs. Copart shall be liable for any damage that occurs to the Vehicle, on

loss of Keys during shipment if Customer (a) subscribes to an additional fee in the amount of the greater of \$99.00 or 2% of the Vehicle(s)'s invoice value and (b) provides Copart with an approved condition report prior to signing these Terms.

### **11. Storage**

If for any reason, including non-payment of any freight charges by Customer, Copart is unable to complete the vehicle shipment, or if the Customer fails to timely accept delivery of the shipment or any part thereof, Copart will notify Customer and Copart may then (a) store the Vehicle at Copart's storage rates, or (b) at Copart's option, abandon the vehicle to Customs. All storage or late fees are Customer's responsibility. Any Vehicle stored in excess of 60 days shall be considered abandoned, and Copart may dispose of said Vehicle as Copart sees fit, unless a special agreement is reached between the Parties. Any proceeds received pursuant to Copart's disposal of an abandoned Vehicle may be applied against any outstanding freight charges, advances, or charges of any kind which are due Copart. However, Customer shall remain fully liable to Copart for any deficiency should such proceeds be insufficient to offset any charges due Copart with respect to such Vehicle(s) shipment.

### **12. Insurance**

Copart's fees, rates, and charges do not include acquisition of ocean insurance for port-to-port shipments or insurance for any other transportation segment unless specified in writing in Copart's quote to Customer. Customer acknowledges that should it desire cargo insurance for the port-to-port shipment portion of an international shipment or for any other transportation segment, it shall be the Customer's sole responsibility, either pursuant to Section 10 or by a third party provider, and not Copart's, to order or acquire cargo insurance as the Customer deems necessary for any of its Vehicle shipments.

### **13. Disclaimers**

COPART EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL EXPRESS, IMPLIED, AND STATUTORY REPRESENTATIONS, WARRANTIES, AND CONDITIONS RELATING IN ANY WAY TO THE SERVICES PROVIDED PURSUANT TO THESE TERMS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, USEFULNESS, PERFORMANCE, ACCURACY, OR QUALITY OF THE SERVICES. COPART SHALL NOT BE RESPONSIBLE FOR ANY DISRUPTIONS OR DELAYS IN THE USE OF THE SERVICES OR ANY LOSS OR INJURY ASSOCIATED WITH ANY SUCH DISRUPTION OR DELAY. FURTHER, COPART SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE MISUSE OF PERSONAL INFORMATION THAT COPART HAS DISCLOSED TO SHIPPING PROVIDER SO THAT SHIPPING PROVIDER MAY PROVIDE YOU WITH THE SERVICES THAT YOU ARE REQUESTING HEREUNDER.

### **14. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, COPART AND ITS SUBSIDIARIES, AFFILIATES, JOINT VENTURES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLIED OR ANY OTHER FORM OF DAMAGES, LOSS, OR INJURY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF, MISUSE OF, OR RELIANCE ON THE SERVICES PROVIDED PURSUANT TO THESE TERMS, VEHICLES AND ITEMS SOLD OR PURCHASED THROUGH COPART'S AUCTION SERVICES, CUSTOMER'S INABILITY TO USE THE SERVICES, THE AVAILABILITY OF THE SERVICES, AND/OR THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES, INCLUDING DAMAGES INCURRED BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. REGARDLESS OF THE PREVIOUS SENTENCE, IF COPART, OR ANY SUBSIDIARY, AFFILIATE, JOINT VENTURE, OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, OR AGENT OF COPART IS FOUND TO BE LIABLE, THE LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY IS LIMITED TO THE LESSER OF (A) THE ACTUAL COST TO REPAIR ANY DAMAGE TO A VEHICLE WHICH HAS BEEN SHIPPED PURSUANT TO THESE TERMS, OR (B) ANY AMOUNTS DUE OR PAID BY CUSTOMER PURSUANT TO THESE TERMS, AND THE RELATED VEHICLE(S) PURCHASE.

### **15. Subcontracting**

Copart may assign its obligations or subcontract part or all of the Services provided under this Agreement to a third party.

### **16. Indemnification**

Customer agrees to indemnify, defend, release, and hold harmless Copart and the subsidiaries, affiliates, joint ventures, officers, directors, shareholders, employees, and agents of Copart from and against all losses, liabilities, damages, claims, penalties, fines or other costs, including reasonable attorneys' fees, made by any third party relating, due to, or arising directly or indirectly out of Customer's use of the Services, the exportation or importation of any Vehicle through

the Services, or any violation of these Terms, Copart's policies, any law or regulation, or the rights of any third party.

**17. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the United Arab Emirates. Any dispute arising out of this Agreement shall be referred to and finally resolved by arbitration under the Rules of the Dubai International Arbitration Centre ("DIAC"), which Rules are deemed to be incorporated by reference into this clause. It is agreed that (i) the tribunal shall consist of one arbitrator who is to be appointed by the DIAC, (ii) the seat or legal place of arbitration shall be Dubai, and (iii) the language to be used in the arbitral proceedings shall be English.

**18. Force Majeure**

Copart shall be excused from any failure to perform its obligations under these Terms where such failure is caused by acts of God or of the public enemy, storm, flood, fire, unusually severe weather, explosion, strikes, action of labor unions, civil unrest, war, or terrorist acts.

**19. Severability**

If any term or provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of these Terms shall not be affected thereby, and each term and provision of these Terms shall be valid and enforceable to the fullest extent permitted by law.

**20. Modification**

No modification, amendment, or waiver of these Terms or any of its provisions shall be binding unless in writing and duly signed by both Parties hereto.

**21. Entire Agreement**

These Terms, together with any related Vehicle Shipping Agreement, constitute the entire agreement between the Parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the shipment of the vehicles that are the subject of this Agreement.

**22. Attorneys' Fees**

In addition to any other relief to which either Party may be entitled, if any legal action or other proceeding is brought for the enforcement of these Terms or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of these Terms, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding as allocated by the court based upon its judgment as to the relative merits of the respective party's positions in the matter.

**Customer:**

**Copart:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_