



# 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 Oman, Halban

**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 WHICH ARE INCORPORATED AND MADE A PART OF THIS VEHICLE SHIPPING AGREEMENT.

Customer

Copart Muscat Auctions LLC

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

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

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

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

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

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

Lots pcm purchased on average over 90 days	Finance Percentage	Minimum Finance Charge	Shipping Margin	Minimum Down Payment	Comments
1 –10	5%	\$20	\$20	50%	OMR 2000
11 –20	4%	\$20	\$20	50%	OMR 5000
21 – 30	3.50%	\$15	\$20	50%	OMR 10000
31 and above	3%	\$15	\$15	50%	Cheque Guarantee 1M



# Vehicle Shipping Terms and Conditions

## 1. Services.

The Member hereby engages Copart Muscat Auctions LLC, a company organized under the laws of Oman ("Copart Muscat"), to provide vehicle transportation and customs clearance services (the "Services") to the Member for vehicles purchased by the Member through Copart (each, a "Vehicle" and collectively the "Vehicles"). Copart Muscat shall transport and ship each Vehicle from Copart's U.S. location where the Vehicle is stored to the Port of Discharge. The Member acknowledges and agrees that these Services are provided solely by Copart Muscat. The Member waives any claims it may have against Copart Muscat parent companies (including Copart, Inc.), subsidiaries or affiliates related to the Services or these Transportation Terms.

## 2. Export Clearance Service.

Relying upon information provided by the Member, Copart Muscat will manage the export clearance of each Vehicle by (a) preparing required documentation, (b) making necessary filings, and (c) providing U.S. customs authorities with information needed to clear the shipment through U.S. customs.

## 3. U.S. Export Compliance.

The Member agrees it will not export, re-export or permit the re-export of any Vehicle to an ultimate destination of a restricted and/or embargoed country listed by the U.S. Department of State, Department of Commerce, or Department of Treasury, and/or to any individuals named on the Directorate of Defense Trade Controls' Debarred List and Nonproliferation Sanction List, Bureau of Industry and Security's Denied Person's List, Entity List and Unverified List and the Office of Foreign Assets Control's Specially Designated Nationals List, or any other U.S. government list.

## 4. Import Clearance.

Unless Copart specifically agrees in writing to provide import clearance services to the Member, the Member shall act as "importer of record" or other responsible party (as the case may be) of each Vehicle under all import laws of the country of destination and port of discharge and shall be solely responsible for compliance with all import requirements of the country of destination and port of discharge, including the preparation and filing of all required documentation with applicable government authorities, the payment of all import fees, duties, taxes, and any other charges payable upon import of a vehicle, and any required customs inspection and proof of emissions compliance.

## 5. Timeliness.

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

## 6. Power of Attorney and Title Transfer.

The Member appoints Copart Muscat to act as the Member's attorney in fact for purposes of transferring title of each Vehicle from the person or entity that sold the Vehicle to the Member. The Member agrees that, upon receipt of all fees due pursuant to these Transportation Terms, Copart Muscat will transfer title of the Vehicle into the name of the Member.

## 7. Status Updates.

Copart Muscat will provide the Member with any available updates regarding the status and progress of Vehicle shipments.

## 8. Payment.

The Member shall pay Copart Muscat the full cost of shipping, as displayed on the Vehicle lot details page of Copart's websites. All shipping charges are quoted in U.S. dollars. Shipping rates are subject to change by Copart Muscat from time to time without prior notice. The Member is responsible for ascertaining applicable shipping charges prior to purchasing a Vehicle. The Member shall pay all applicable fees in a timely manner in accordance with these Transportation Terms.

9. Duty and Customs Fees.

- a. Any fees incurred due to a customs hold are the Member'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.

10. Title-Related Delays. The Member 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

11. Dimensional Limits.

Vehicles larger than 825 cubic feet (ft<sup>3</sup>) will incur additional fees.

12. Damage Waiver.

The Member waives any claims the Member may have against Copart Muscat for any damage that occurs to a Vehicle while in the possession of Copart Muscat, its agents and subcontractors, or customs. Copart Muscat shall be liable for any damage that occurs to a Vehicle during shipment only if the Member subscribes to an additional fee in the amount of the greater of USD 99.00 or 2% of the Vehicle's invoice value.

13. Storage.

If for any reason, including non-payment of any freight charges by the Member, Copart Muscat is unable to complete a Vehicle shipment, or if the Member fails to timely accept delivery of the Vehicle shipment or any part thereof at the Port of Discharge, Copart Muscat will notify the Member and Copart Muscat may then (a) store the Vehicle at storage facilities maintained by Copart Muscat or its affiliates or agents at prevailing storage rates or, (b) at Copart Muscat option, abandon the Vehicle to customs at the Port of Discharge. All storage or late fees are the Member's responsibility. Unless Copart Muscat expressly agrees otherwise, any Vehicle stored in excess of 60 days shall be considered abandoned and Copart Muscat may dispose of said Vehicle as Copart Muscat sees fit. Any proceeds received pursuant to Copart Muscat disposal of an abandoned Vehicle may be applied against any outstanding freight charges, advances, or charges of any kind which are due to Copart Muscat, provided that the Member shall remain fully liable to Copart Muscat for any deficiency should such proceeds be insufficient to offset any charges due to Copart Muscat with respect to such Vehicle shipment.

14. Insurance.

Copart Muscat'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 Muscat quote to the Member. The Member acknowledges that the Member, not Copart Muscat, is solely responsible for obtaining any cargo insurance the Member deems necessary for any of its Vehicle shipments.

15. DISCLAIMERS.

COPART MUSCAT EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, OR CONDITIONS RELATING IN ANY WAY TO THE SERVICES PROVIDED PURSUANT TO THESE TRANSPORTATION 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 MUSCAT 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 MUSCAT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OR MISUSE OF PERSONAL INFORMATION THAT COPART MUSCAT HAS DISCLOSED TO ANY SHIPPING COMPANY IN CONNECTION WITH THE SERVICES PROVIDED PURSUANT TO THESE TRANSPORTATION TERMS.

16. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, COPART MUSCAT AND ITS PARENT COMPANIES, 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 TRANSPORTATION TERMS, THE RELATED VEHICLE PURCHASE, CUSTOMER'S USE OF, MISUSE OF, OR RELIANCE ON THE SERVICES PROVIDED PURSUANT TO THESE TRANSPORTATION TERMS, 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. NOTWITHSTANDING THE PREVIOUS SENTENCE, IF COPART MUSCAT, OR ANY PARENT COMPANY, SUBSIDIARY, AFFILIATE, JOINT VENTURE, OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, OR AGENT OF COPART MUSCAT 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 TRANSPORTATION TERMS OR (B) ANY AMOUNTS DUE OR PAID BY CUSTOMER PURSUANT TO THESE TRANSPORTATION TERMS AND THE RELATED VEHICLE PURCHASE.

17. Subcontracting.

Copart Muscat may assign its obligations or subcontract part or all of the Services provided under these Transportation Terms to a third party.

18. Indemnification.

The Member agrees to indemnify, defend, release, and hold harmless Copart Muscat and the subsidiaries, affiliates, joint ventures, officers, directors, shareholders, employees, and agents of Copart Muscat from and against all losses, liabilities, damages, claims, penalties, fines or other costs, including reasonable attorneys' fees, made by any third party relating to or arising directly or indirectly out of the Member's use of the Services, the exportation or importation of any Vehicle by the Member, or any violation by the Member or its employees, agents, or representatives of these Transportation Terms, Copart Muscat's policies, any law or regulation, or the rights of any third party.

19. Governing Law; Dispute Resolution.

These Transportation Terms shall be governed by and construed in accordance with the English law. Any and all disputes, differences, controversies or claims arising out of or in connection with these Transportation Terms shall be referred to and finally resolved by arbitration conducted in the English language under the DIFC-LCIA Rules (the "Rules"), which Rules are deemed to be incorporated by reference into these Transportation Terms. The number of arbitrators shall be one, to be appointed by the LCIA Court, and the parties agree that the procedure for expedited formation of the Arbitral Tribunal set out in the Rules shall apply. The seat of arbitration shall be Muscat. The language to be used in the arbitral proceedings shall be English. The award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. By agreeing to arbitration in accordance with this clause, the parties do not intend to deprive any competent court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of the arbitration proceedings or the enforcement of any award.

20. Force Majeure.

Copart Muscat shall be excused from any failure to perform its obligations under these Transportation 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.

21. Severability.

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

22. Entire Agreement.

These Transportation Terms constitute the entire agreement between Copart Muscat and the Member, and supersede any previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the transportation of Vehicles or the other Services that are the subject of these Transportation Terms.

23. Attorneys' Fees.

In addition to any other relief to which either party hereto may be entitled, if any legal action or other proceeding is brought for the enforcement of these Transportation Terms or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of these Transportation 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 or arbitrator based upon its judgment as to the relative merits of the respective parties' positions in the matter.

**Customer:**

**Copart:**

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

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

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

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

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

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