

Thank you for using DispatchAuction

These terms and conditions ("Terms") explain the rules that apply when you use DispatchAuction's vehicle transportation broker services. By placing an order with DispatchAuction, you agree to these Terms. It's important that you read them carefully.

What DispatchAuction Does

DispatchAuction is a service provided by Royal Port Logistics LLC. We act as a broker, connecting you with licensed carriers to transport your vehicle. We arrange the transport, but we don't own trucks or employ drivers themselves. Our job is to find a carrier that meets your needs and can deliver your vehicle. In the below terms, DispatchAuction is used interchangeably with Royal Port Logistics LLC and vice-versa.

Booking Your Car Transport

- **Getting a Quote:** To get started, you'll provide details about your vehicle (year, make, model), the vehicle's condition, and the pickup and delivery locations. DispatchAuction will use this information to find a carrier and give you a price and estimated pickup/delivery timeframe. It's important to be accurate with the information you provide, as any changes might result in additional fees or even order cancellation.
- **Order Confirmation:** Once you accept the quote on DispatchAuction, you'll receive an order confirmation with details like the vehicle's description, pickup and delivery locations, estimated dates, and the total cost.
- **Important Note:** Delays can happen during transport due to weather, traffic, mechanical issues, or other unforeseen circumstances. DispatchAuction cannot guarantee specific pick-up & delivery dates.

Your Responsibilities

- **Accuracy is Key:** Double-check the information in your order confirmation for accuracy. This includes details about your vehicle's condition, pickup and delivery locations, and any additional services you requested.
- **Preparing Your Car:** Before pickup, make sure your vehicle is ready for transport. Secure any loose parts, remove fragile accessories or antennas, and keep the gas tank no more than a quarter full. It's very important to disarm any car alarms as well.
- **Prohibited Items:** Leaving certain items in your vehicle during transport is strictly prohibited. This includes explosives, weapons, ammunition, flammable materials, live animals, illegal goods, narcotics, and more. If the carrier discovers any prohibited items, they may confiscate them or refuse transport altogether. You'll be responsible for any fees or fines resulting from a violation of these rules.
- **Be There or Send Someone:** You (or someone you designate) must be present at the scheduled pickup and delivery locations to inspect the vehicle for any existing damage. Note any damage on the carrier's form (usually a Bill of Lading) and take pictures of your vehicle at both pickup and delivery for your records.

What DispatchAuction is NOT Responsible For

- **Delivery Delays:** DispatchAuction cannot guarantee specific delivery dates due to possible delays during transport.
- **Fines or Fees Due to Your Actions:** Any charges resulting from violations (e.g., leaving prohibited items in your vehicle) will be your sole responsibility.
- **Loss of Personal Belongings:** DispatchAuction strongly advises against leaving valuables in your vehicle during transport. We or the carrier are not liable for any personal belongings lost or damaged.
- **Car Damage During Transport:** Any damage to the vehicle during the transportation is the responsibility of the carrier you're matched with. If your vehicle is damaged during transport, you'll need to file a claim directly with them. We need to be informed of any such damage no later than 24 hours after you receive your vehicle so that we can send you documents related to the shipment.

Payments and Cancellations

- **When You Pay:** You pay DispatchAuction for our services when a carrier accepts your order. This means DispatchAuction has already fulfilled our part of the agreement by finding a carrier for you.
- **Cancellations:** If you need to cancel your order before a carrier accepts it, you won't be charged any cancellation fees. However, if you cancel after the carrier accepts (or if the carrier can't pick up your car for any reason), you might owe a cancellation fee to DispatchAuction. We will work with you in situations if an order gets cancelled due to an emergency.

Storage fees at the auction

- The storage fees at the auction are your responsibility. We will only be responsible for the storage fees if you had given us the order for transport AND paid all fees to auction since assigning us the order AND if we have not picked up the order in 5 business days. If any of the below conditions are true, then we will not be responsible for the storage fees:
 - If there is a weather issue such as snow, flooding, hurricane, blizzard, tornado, etc
 - If the vehicle(s) are at a subplot
 - If the vehicle(s) are at an auction that is generally difficult to pick up from due to being in a rural area.

Filing a Damage Claim

- **Carrier Responsibility:** If your vehicle is damaged during transport, you must file a claim directly with the carrier who delivered it. DispatchAuction recommends reporting any damage to them within 24 hours of delivery, so they can assist you with the claim process.

Limited Liability

- DispatchAuction's total liability for any claims or damages is limited to the amount you paid us for our services. This means that if you experience an issue, the maximum compensation you can receive from DispatchAuction will be the cost of our service fees.

Dispute Resolution

- **Binding Arbitration:** In case of disagreements between you and DispatchAuction, binding arbitration is required. That's why most issues will be settled through arbitration, a more informal process with a neutral third party instead of a judge and jury. If you choose arbitration, you'll need to start by sending DispatchAuction a letter. This letter should be signed by you and explain what you're unhappy about, what you're hoping to get resolved, and that you want to use arbitration. You'll need to send it by certified mail or another service that requires a signature (like FedEx or UPS) at least 30 days before the arbitration process officially begins. Send it to DispatchAuction at 33 Amber Drive, Old Bridge NJ 08857. If you win the case, you can ask DispatchAuction to reimburse you the service fees charged you. However, DispatchAuction can also ask for our lawyer fees if the arbitrator decides your complaint was frivolous. Any disagreements will be handled on an individual basis. This means you can't sue us on behalf of a whole group of people.
- **Jurisdiction:** These terms follow US federal laws and the laws of New Jersey. This means any disagreements that aren't handled in arbitration (see section 12) will be settled in a court of law in New Jersey, either state or federal. New Jersey law applies no matter what laws might apply elsewhere.

Other Terms

- **Complete Agreement:** These Terms constitute the complete agreement between you (Customer) and DispatchAuction. They supersede any prior discussions or agreements, whether written or verbal. By continuing to use DispatchAuction's services, you acknowledge that you have read and understood the entirety of these Terms. We reserve the right to modify these terms at any time.
- **Use of Your Name for Marketing:** DispatchAuction reserves the right to utilize your name and our own brand elements (name, logo, trademarks) to identify you as a DispatchAuction customer and for similar marketing or promotional purposes on our websites, communications, and collateral materials distributed to existing or potential customers, partners, and investors. If you wish to opt-out of having your name used for marketing purposes, please submit an email to info@DispatchAuction.com stating your desire not to be used as a reference.
- **Your Responsibility to Read:** You cannot claim you are unaware of these Terms or their contents to avoid their application.