



| FAX MESSAGE SHEET | |
|---|------------------------|
| TO: <u>New Accounts Department</u> | DATE: _____ |
| COMPANY: <u>ABLE Freight Services, Inc.</u> | PAGE(S): <u>1 of 8</u> |
| FAX #: <u>(310) 695-7454</u> | FROM: _____ |
| SUBJECT: <u>New Account Application</u> | CC: _____ |

NEW ACCOUNT APPLICATION PACKAGE INSTRUCTIONS

We at Able Freight Services, Inc. appreciate your interest in our company. To help you set up a credit account with our company we have enclosed the following documents.

1. Credit Application Form
2. Shipping Contract
3. Sample Authorization to Screen Cargo Form
4. Acknowledgment of Claims Procedures

In regards to the Shipping Contract, please understand that if you are doing business with Able Freight Services, Inc., due to new guidelines issued by **Federal Aviation Authority (FAA) and Transportation Security Administration (TSA)** we are obliged to prepare a shipping contract between both parties, and that it must be executed at least seven (7) days prior to any shipment.

As a Certified Cargo Screening Facility (CCSF) duly authorized by the Transportation Security Administration (TSA), we are required to request written authorization to screen all cargo tendered to us, and to keep this authorization on file and present it to the TSA upon their request. For your convenience we have attached a sample format you can use. This authorization must be on your company letterhead showing your company name, physical address, telephone number, and must be signed and dated by an authorized representative.

With respect to Cargo Claims we have found it beneficial to address this issue up front with our customers. In an effort to ensure that we are assisting in the best ways possible, we have outlined in detail the procedures that should be followed in the event you have a Cargo Claim.

As soon as we receive back all the properly completed and signed documents above we will begin to set-up your account. You can either mail the completed forms to the address below, scan and email to NewAccounts@ablefreight.com or fax them to our new accounts department at (310) 695-7454.

If you have any questions regarding this information please feel free to call.

Sincerely,

New Accounts Department
ABLE Freight Services, Inc.



CREDIT APPLICATION FORM

Full Name of Organization: _____ Tax ID #: _____
 DBA: _____ Years in Business: _____
 Address: _____
 Telephone Number: _____ Fax Number: _____
 E-mail or Web site address: _____
 Type of Organization: () Corporation () Partnership () Proprietorship () Other-specify: _____
 Type of Business: _____ () Domestic () International () Other-specify: _____
 Initial Able Freight Services contact: _____
 Credit limit requested: _____ (our terms are net Twenty-one [21] Days)

| PRINCIPALS: | BANK REFERENCES: |
|--------------------------|--------------------------|
| Name: _____ Title: _____ | Bank Name: _____ |
| Name: _____ Title: _____ | Telephone #: _____ |
| Name: _____ Title: _____ | Address: _____ |
| Name: _____ Title: _____ | Name: _____ Title: _____ |
| Name: _____ Title: _____ | Account Number: _____ |

| U.S. BUSINESS REFERENCES: |
|--|
| 1. Name: _____ Tel #: _____ Address: _____ Contact: _____ Fax #: _____ |
| 2. Name: _____ Tel #: _____ Address: _____ Contact: _____ Fax #: _____ |
| 3. Name: _____ Tel #: _____ Address: _____ Contact: _____ Fax #: _____ |

We certify the above information is true and correct. We fully understand the credit terms extended, and agree to the full **and timely** payment of all **amounts billed**. Furthermore, the undersigned agrees to be personally responsible for any and all unsettled amount(s), payable directly to Able Freight Services, Inc. upon request. **We agree that if full payment is not timely made that Able Freight Services, Inc. shall be entitled to commence collection efforts, including suit, and that Able Freight Services, Inc. shall be entitled to all collection costs, attorney's fees and carrying charges at a rate of 1.5% per month, but no higher than the maximum rate allowed by law.** This signature will also serve as written authorization for the release of financial information from the designated banking facilities **and credit references**.

Authorized Signature: _____ Date: _____

By (print name): _____



SHIPPING CONTRACT

Recently the Federal Aviation Authority (FAA) and Transportation Security Administration (TSA) implemented new security guidelines to prevent or deter the unauthorized introduction of explosives and incendiaries into cargo intended for transportation in air commerce.

Part of these new guidelines requires that we as the freight forwarder verify that your company is known to us and that you have previously shipped freight with our company. In the case that no established business history exists between ourselves then we are obliged to prepare a shipping contract between both parties, executed at least seven (7) days prior to shipment.

In anticipation of shipping your freight we would ask that you sign and date the relevant sections below and return it to our office by fax as soon as possible. Unfortunately, your failure to comply with these requests will result in further delays in shipping your freight.

Please note that your signature to this document does not obligate your company to ship your freight with our company. It is simply an acknowledgment that we have discussed the possibility of handling some of your future shipments and that this correspondence is in compliance with the new FAA guidelines.

Your cooperation is greatly appreciated.

Kind Regards,

Shipper's Name and Address

Signature Date

ABLE FREIGHT SERVICES, INC.

Indirect Air Carrier (IAC) Freight Forwarder

Signature Date

This is a Sample Letter

Please provide this letter on your company letterhead

(Your Shipper/Company Name)
(Your Shipper/Company Physical Address - **P.O. Box number IS NOT ACCEPTABLE**)
(Your Shipper/Company City, State, Zip Code, Country)
(Your Shipper/Company Telephone Number)

Date:

We (Your Shipper/Company Name) authorize and consent to the screening of all cargo tendered by us to:

Able Freight Services Inc., from the date of this notification forward.

(Print name of shipper's authorized representative)

(Print title of shipper's authorized representative)

(Signature of shipper's authorized representative)

CARGO CLAIMS – POLICY & PROCEDURES

OUR POLICY

ABLE FREIGHT SERVICES, INC. is committed to promoting the business growth of its customers. This commitment goes beyond the professional service of handling your cargo. We assure all our customers that every effort and attention will be given to the processing of their cargo claims.

ABLE FREIGHT SERVICES, INC. acts only as an agent of the carrier and shall assist in facilitating and expediting the processing for an early conclusion of any and all claims. However, the outcome to any claim rests solely with the carriers. Therefore, ABLE FREIGHT SERVICES, INC. may not be held liable for any damage, shortage and/or loss incurred arising from mishandling and/or delay of the cargo due to carrier negligence.

ABLE FREIGHT SERVICES, INC. hereby clarifies that carriers consider freight payments and claim settlements to be separate and independent from one another. Carriers must be paid in due time even if a particular shipment has a pending claim. We must therefore abide by the carrier's policy and request that our customers likewise pay all their freight charges within terms and without discount of any claim amounts.

ABLE FREIGHT SERVICES, INC. may arrange upon request, additional insurance coverage with the carriers at cost. The limitation liability on domestic shipments is \$0.50 per pound and for international shipments is \$9.07 per pound based on actual shipment weight.

ABLE FREIGHT SERVICES, INC. offers cargo insulation that has been tested to protect perishable goods from extreme temperatures and also assist in maintaining the pulp temperatures of the product. Gel ice, dry ice and temperature recorders are also available to help assist with controlling and monitoring temperatures.

ABLE FREIGHT SERVICES, INC. highly recommends each shipper and consignee to request from suppliers, a grading inspection by the US Department of Agriculture certifying the quality of the product meeting US Export or US No. 1 standards, and thereby precludes any possibility of the product being damaged due to "inherent nature".

PROCEDURES FOR FILING A CLAIM

A) IF A PROBLEM IS EVIDENT, ADVISE ABLE FREIGHT WITHIN 24 HOURS OF CARGO ARRIVAL AND ACCEPTANCE OF SHIPMENT FROM THE AIRLINE. ANY VERBAL NOTIFICATION MUST BE FOLLOWED UP WITH A FAX (WRITTEN) NOTIFICATION.

As stipulated in the Contract of Carriage by the carriers and in keeping with the provisions of the Warsaw Convention, carriers need to be notified, not to exceed seven (7) days after discovery of the damage, of any intent to file a claim. Failure to file within this time frame forfeits the rights of a shipper or consignee in proceeding with the claim process.

The following checklist may help in determining if a problem is evident:

- 1) Check and verify the seal numbers on the container with those listed on the air waybill.
- 2) Check for any noticeable external physical damage to the container.
- 3) Check the cargo for any noticeable damage, shortage and/or pilferage while still loaded inside the container.
- 4) Check for any extreme external and internal temperatures of the container.

** Take pictures BEFORE you unload the container if any of the above is evident at the time of receipt or beginning of unloading any container whenever possible.

B) DOCUMENT ALL DAMAGES OR DISCREPANCIES BY WRITING IT DOWN ON THE DELIVERY RECEIPT, COPY 4 OF THE AIR WAYBILL, IN THE PRESENCE OF A CARGO SUPERVISOR.

Any and all damage or discrepancies listed above that are visually present at the time of acceptance of either the cargo or container must be noted on the receipt. Release of the goods to the consignee by the carrier against a "clean receipt" becomes the carrier's proof of good delivery. Therefore, consignees should always have their agents ensure that the shipment is in good order before signing a "clean receipt".

C) CONTACT A THIRD PARTY INDEPENDENT SURVEYOR (EXPORT) OR A STATE/FEDERAL GOVERNMENT INSPECTOR (DOMESTIC) TO PERFORM A SURVEY OR INSPECTION OF THE CARGO WITHIN 24 HOURS AFTER UNLOADING.

The survey must contain the following:

- 1) Complete description of the type of damage or problem.
- 2) Percentage of damage per item, condition of the damaged product, pulp temperature of the product at the time of inspection, and the quantity of the inspected and damaged products.

PROCEDURES FOR FILING A CLAIM - Continued

- D) REQUEST AN AIRLINE SUPERVISOR OR REPRESENTATIVE TO ATTEND THE INSPECTION. ASK THEM IN WRITING, AND REQUEST A WRITTEN DENIAL TO ATTEND IF THEY DO NOT FEEL THEY NEED TO ATTEND THE INSPECTION.**
- E) SEND CLAIM DETAIL BY FAX WITHIN 48 HOURS OF COMPLETION OF SURVEY/INSPECTION.**

The full claim report should contain:

- 1) Consignee copy or delivery receipt (copy 2 or 4) of the air waybill showing the notations of the damage and/or discrepancies observed.
 - 2) Copy of the original commercial invoice for the entire shipment.
 - 3) Copy of the survey report or inspection certificate.
 - 4) Certificate of condemnation as issued by the Health Authority (export) or the state/federal government (dump certificate) in the case of cargo being “unfit for human consumption”.
 - 5) Formal statement of the claim showing breakdown of the cost(s) in US dollars including any residual or salvage value.
 - 6) Copy of the USDA inspection certificate of grading showing product(s) meeting US Export or US No.1 standards prior to shipment from the original supplier or packing house.
 - 7) Letter from Consignee authorizing ABLE FREIGHT SERVICES, INC. to settle the claim on their behalf.
 - 8) Other documents as requested by the carrier.
- F) REMIT FULL INVOICE PAYMENTS TO ABLE FREIGHT SERVICES, INC. WITHIN THE TERMS OF YOUR CREDIT AGREEMENTS.**

All remittance must be done within the terms specified and without any discount due to pending claim settlements.

Per the regulations outlined in the tariffs issued by the various carriers, a “48-Hour Transit” for domestic shipments and a “72-Hour Transit” for international shipments is considered to be reasonable dispatch. Therefore cargo that moves within this pattern is not subject to claim. Moreover, severe weather conditions at the airport of departure or destination relieve a carrier from any liability for damage resulting from delays or mishandling.

Carriers maintain that cold storage facilities are offered on a limited-basis, as their primary responsibility is to move cargo from point of departure to point of destination. Complaints on damage or decays arising from the cargo not being stowed in cold storage rooms are not entertained as a valid claim. Shippers are advised to package the cargo in such a manner that it will withstand a delay that falls within the reasonable dispatch.

ABLE FREIGHT SERVICES, INC. is committed to a full service philosophy and will make every effort to pursue claims aggressively on behalf of its customers. However, the claim process can



be very lengthy, and normally takes a minimum of three (3) months from the date of filing.

**ACKNOWLEDGEMENT
CLAIMS – POLICY & PROCEDURES**

To acknowledge you have received, read, and understand our Claims Policy and Procedures, we ask that you **please initial each point highlighted below**, and sign the bottom of this page.

1. Notification of claims must be made in writing (fax is O.K.) within 24 hours of shipment arrival at destination. Notification of a claim later than seven (7) days from the date of departure is considered too late by the carriers and cannot be considered.

2. All freight charges must be paid within normal terms without deductions made due to claims. Claim payments will be made only when your account is current and within agreed upon terms.

3. We understand that Able Freight Services, Inc. acts solely as an agent for the carriers and may not be held liable for any damage, shortage and/or loss incurred arising from mishandling and/or delay of cargo due to carrier negligence.

4. Once Able Freight Services, Inc. has received a claim notification, we will notify the carrier and issue a letter to the shipper. This letter will state the additional information we require to process the claim. If we do not receive all documentation requested within 30 days from the date of the letter, Able Freight Services, Inc. will consider the claim closed and will not further pursue settlement from the carrier.

5. We agree to notify Able Freight Services, Inc. if we will also be filing a claim against our insurance carrier. (This is necessary, as the airline will NOT consider claims from two parties under the same air waybill.)

Any questions or comments related to claim issues should be directed to our Compliance and Claims Department at our corporate office.

Company Name

Date

Authorized Signature

Name and Title