

# ABLE FREIGHT SERVICES, INC.

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## **“AIR” CARGO CLAIM POLICY AND PROCEDURES**

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 in 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 process for an early conclusion of any claim. However, the outcome of any conclusion to a 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, on 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 for the quality of the product meeting US Export or US No.1 standards and thereby preclude any possibility of the product being damaged due to “inherent nature”.

The following guidelines outline the proper procedure in filing claims:

**A) IF A PROBLEM IS EVIDENT, ADVISE ABLE 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 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 the seal numbers 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 NOTING DOWN ON THE DELIVERY RECEIPT, COPY 4 OF THE AIR WAYBILL, IN THE PRESENCE OF A CARGO SUPERVISOR.**

It must be noted on the receipt any damage or a discrepancy that is visually present at the time of acceptance of either cargo or container. Any of the above observations must also be noted on the receipt. Release of the goods to the consignee by the carrier against a “clean receipt” becomes a 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 CONTAINER.**

**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, the quantity of inspected and damaged products.

**D) REQUEST AN AIRLINE SUPERVISOR OR REPRESENTATIVE TO ATTEND THE INSPECTION. ASK THEM IN WRITING AND REQUEST A WRITTEN DENIAL TO ATTEND THE SURVEY IF THEY DO NOT FEEL THEY NEED TO ATTEND.**

**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 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 we 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.