

Always Fresh. Always Able.



FAX MESSAGE SHEET

TO: <u>New Accounts Department</u>	DATE: _____
COMPANY: <u>ABLE Freight Services, Inc.</u>	PAGE(S): <u>1 of 14</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 and become a known shipper with our company, we have enclosed the following documents:

1. Credit Application Form
2. Shipping Contract
3. Sample Letter - Authorization to Screen Cargo
4. Terms and Conditions
5. 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: _____
 Sales Email Address: _____
 Accounting Email Address: _____
 Type of Organization: () Corporation () Partnership () Proprietorship () Other-specify: _____
 Type of Business: _____ () Domestic () International () Other-specify: _____
 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 CREDIT REFERENCES:			
1.	Contact Person: _____	Tel: _____	
	Company Name: _____	Fax: _____	
	Address: _____		
2.	Contact Person: _____	Tel: _____	
	Company Name: _____	Fax: _____	
	Address: _____		
3.	Contact Person: _____	Tel: _____	
	Company Name: _____	Fax: _____	
	Address: _____		

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 of Principal: _____ Date: _____

By (print name): _____ Title: _____

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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 Name (please Print)

Shippers Address

Signature

Date

ABLE FREIGHT SERVICES, INC.

Indirect Air Carrier (IAC) Freight Forwarder

Signature

Date

PRIVACY ACT NOTICE

“49 USC 114 authorizes the collection of this information. The information you provide will be used to qualify you or verify your status as a possible “known shipper.” Providing this information is voluntary, however, failure to provide the information will prevent you from qualifying as a “known shipper.” This information will be disclosed to TSA personnel and contractors or other agents including IACs in the maintenance and operation of the known shipper program. TSA may share the information with airport operators, foreign air carriers, IACs, law enforcement agencies, and others in accordance with the Privacy Act, 5 USC Section 552a. For additional details, see the system of records notice for Transportation Security Threat Assessment System (DHS/TSA 002) published in the *Federal Register*.

Consent to Screen

This is a Sample Letter

Please provide this letter format 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)

Terms and Conditions for Limited Liability of Merchandise Received

The terms and conditions below constitute a legally binding contract between Able Freight Services, Inc. ("Warehouseman") and the customer ("Depositor", which context permitting, shall include any of Depositor's nominees, assigns, transferees, successors and heirs) in respect of Warehouseman's storage of goods of Depositor ("this Contract"). This Contract shall be supplemented by and incorporate any terms and conditions on any reverse side hereof or attached hereto or contained in any documents issued by Warehouseman from time to time in respect of such storage, including rate quotations, receipts, manifests, invoices, notices, etc.

SECTION 1 - ACCEPTANCE: (a) This Contract, including any rate quotation including accessorial charges endorsed on or attached hereto, must be accepted within 30 days from the proposal date by signature of Depositor on this Contract. In the absence of written acceptance, the act of tendering the goods described herein for storage or other services by Warehouseman within 30 days from the proposal date shall constitute such acceptance by Depositor. (b) In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by Depositor as provided in paragraph (a) of this section, Warehouseman may refuse to accept such goods. If Warehouseman accepts such goods, Depositor agrees to rates and charges as may be assigned and invoiced by Warehouseman and to all other terms of this Contract. (c) This Contract may be canceled by either party upon 30 days' written notice and is canceled if no storage or other services are performed under this Contract for a period of 365 days.

SECTION 2 - SHIPPING: Depositor agrees not to ship goods to Warehouseman as the named consignee. If, in violation of this agreement, goods are shipped to Warehouseman as named consignee, Depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to Warehouseman, that Warehouseman named as consignee is a warehouseman and has no beneficial title or interests in such goods and Depositor further agrees to indemnify and hold harmless Warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with such goods. Depositor further agrees that, if it fails to notify carrier as required by the preceding sentence, Warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods.

SECTION 3 - TENDER FOR STORAGE: All goods for storage shall be delivered at the warehouse of Warehouseman properly marked and packaged for handling. Depositor shall furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

SECTION 4 - STORAGE PERIOD AND CHARGES: (a) All charges for storage are per package or other agreed unit per month. (b) Storage charges become applicable upon the date that Warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of issue of a warehouse receipt. (c) Except as provided in paragraph (d) of this section, a full month's storage charge will apply on all goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of every subsequent calendar month. (d) When mutually agreed by Warehouseman and Depositor, a storage month shall extend from a date in one calendar month to, but not including, the same day of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

SECTION 5 - TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS: (a) Instructions to transfer goods stored are not effective until delivered to and accepted by Warehouseman, and all charges up to the time transfer is made are chargeable to Depositor. If a transfer involves re-handling of the goods, Depositor will be subject to a re-handling charge. When goods in storage are

TERMS AND CONDITIONS- Continued

transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer. (b) Warehouseman reserves the right to move, at his expense, 14 days after notice is sent by certified or registered mail to Depositor or to the last known holder of the warehouse receipt in question, any goods in storage from the warehouse in which they may be stored to any other of his warehouses; but if Depositor or such holder takes delivery of the goods in lieu of transfer, no storage charges shall be made for the current storage month. Warehouseman will store the goods at, and may without notice move the goods within and between, any one or more of the warehouse buildings which comprise the warehouse complex identified on the warehouse receipt for the goods. (c) Warehouseman may, upon written notice to Depositor and any other person known by Warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given to the last known place of business or abode of the person to be notified. If goods are not removed before the end of the next succeeding storage month, Warehouseman may sell them in accordance with applicable law. (d) If Warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of the Warehouseman's lien before the end of the succeeding storage month, Warehouseman may specify in the notification any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law. (e) If as a result of a quality or condition of the goods of which Warehouseman had no notice at the time of deposit the goods are a hazard to other property or to the warehouse or to persons, Warehouseman may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods. If Warehouseman after a reasonable effort is unable to sell the goods he may dispose of them in any lawful manner and shall incur no liability to Depositor or any other persons by reason of such disposition. Pending such disposition, sale or return of the goods, Warehouseman may remove the goods from the warehouse and shall incur no liability to Depositor or any other persons by reason of such removal.

SECTION 6 - HANDLING: (a) The handling charge imposed by Warehouseman covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of goods. (b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the Warehouseman in receiving and handling damaged goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charges to Depositor. (c) Labor and materials used in loading cars or other vehicles are chargeable to Depositor. (d) When goods are ordered out in quantities less than in which received, Warehouseman may impose an additional charge for each order or each item of an order. (e) Warehouseman shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers or other containers, or delays in obtaining and loading cars, trailers or other containers for outbound shipment unless Warehouseman has failed to exercise reasonable care.

SECTION 7 - DELIVERY REQUIREMENTS: (a) No goods shall be delivered or transferred except upon receipt by Warehouseman of complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, TWX or similar communication, provided Warehouseman has no liability when relying on the information contained in the communication as received. However, when no negotiable warehouse receipt is outstanding, goods may be delivered upon instruction by telephone in accordance with a prior written authorization, but Warehouseman shall not be responsible for loss or error occasioned thereby. (b) When a negotiable warehouse receipt has been issued no goods covered by that receipt shall be delivered, or transferred on the books of Warehouseman, unless the receipt, properly endorsed, is surrendered for cancellation, or for endorsement of partial delivery thereon. If a negotiable warehouse receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction and the posting of security approved by the court as provided by law. (c) When goods are ordered out a reasonable time shall be given Warehouseman to carry out instructions, and if he is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil

TERMS AND CONDITIONS- Continued

commotions, or any other reason beyond Warehouseman's control, or because of loss or destruction of goods for which Warehouseman is not liable, or because of any other excuse provided by law, Warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

SECTION 8 - EXTRA SERVICES (SPECIAL SERVICES): (a) Warehouse labor required for services other than ordinary handling and storage will be charged to Depositor. (b) Special services requested by Depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of goods; and handling transit billing will be subject to a charge. (c) Dunnage, bracing, packing materials or other special supplies may be provided for Depositor at a charge in addition to Warehouseman's cost. (d) By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge. (e) Communication expense including postage, teletype, telegram or telephone will be charged to Depositor if such concern more than normal inventory reporting or if, at the request of Depositor, communications are made by other than regular United States Mail.

SECTION 9 - BONDED STORAGE: (a) A charge, in addition to regular rates, will be made for merchandise in bond. (b) Where a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

SECTION 10 - MINIMUM CHARGES: (a) A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When this Contract covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand or variety will be made. (b) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when Depositor has several accounts, each requiring separate records and billing.

SECTION 11 - LIABILITY AND LIMITATION OF DAMAGES: (a) WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED HOWEVER CAUSED UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. (b) GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST LOSS OR INJURY HOWEVER CAUSED. (c) DEPOSITOR AGREES THAT IT WOULD BE EXTREMELY DIFFICULT IF NOT IMPOSSIBLE TO SPECIFY ITS DAMAGES RESULTING FROM ANY LOSS OR DAMAGE TO ITS GOODS AND, THEREFORE, DECLARES THAT ITS DAMAGES SHALL BE LIMITED TO \$.125 PER POUND OF STORED GOODS. WAREHOUSEMAN SHALL HAVE NO LIABILITY FOR DEPOSITOR'S LOST PROFITS OR CONSEQUENTIAL DAMAGES RESULTING FROM THE LOSS OR DAMAGE TO DEPOSITOR'S GOODS. HOWEVER, SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT AS PROVIDED IN SECTION 1 BE INCREASED UPON DEPOSITOR'S WRITTEN REQUEST ON PART OR ALL OF THE GOODS STORED IN WHICH EVENT ADDITIONAL WEEKLY CHARGES WILL BE MADE BASED UPON SUCH INCREASED VALUATION. (d) WHERE LOSS OR INJURY OCCURS TO STORED GOODS, FOR WHICH WAREHOUSEMAN IS NOT LIABLE, THE DEPOSITOR SHALL BE RESPONSIBLE FOR THE COST OF REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN UP AND SITE REMEDIATION RESULTING FROM THE LOSS OR INJURY TO THE GOODS.

SECTION 12 - NOTICE OF CLAIM AND FILING OF SUIT: (a) Claims by Depositor and all other persons must be presented in writing to Warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by Warehouseman or 60 days after Depositor or the last known holder of a negotiable warehouse receipt is notified by Warehouseman that loss or injury to part or all of the goods has occurred, whichever time is shorter. (b) No action may be maintained by Depositor or others against Warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within nine

months after date of delivery by Warehouseman or within nine months after Depositor or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter. (c) When goods have not been delivered, notice may be given of

TERMS AND CONDITIONS- Continued

known loss or injury to the goods by mailing of a registered or certified letter to Depositor or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Warehouseman. All claims under this Contract made by Depositor and all other persons shall be subject to the limitations set out in the other sections of this Contract, including the limitations contained in Section 11 above and Section 13 below.

SECTION 13 - LIABILITY FOR CONSEQUENTIAL DAMAGES: Warehouseman shall not be liable for any loss of profit or special, indirect or consequential damages of any kind.

SECTION 14 - LIABILITY FOR MISSHIPMENT: If Warehouseman negligently misships goods, Warehouseman shall pay the reasonable transportation charges incurred to return the misshipped goods to the warehouse. If the consignee fails to return the goods, Warehouseman's maximum liability shall be for the lost or damaged goods as specified in Section 11 above and Warehouseman shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods are those of Depositor or another.

SECTION 15 - MYSTERIOUS DISAPPEARANCE: Warehouseman shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless Depositor establishes such loss occurred because of Warehouseman's failure to exercise the care required of Warehouseman under Section 11 above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Depositor of conversion must be established by affirmative evidence that Warehouseman converted the goods to Warehouseman's own use.

SECTION 16 - RIGHT TO STORE GOODS: Depositor represents and warrants that Depositor is lawfully possessed of the goods it stores with Warehouseman and has the right and authority to store them with Warehouseman. Depositor agrees to indemnify and hold harmless Warehouseman from all loss, cost and expense (including reasonable attorneys' fees) which Warehouseman pays or incurs as a result of any dispute or litigation, whether instituted by Warehouseman or others, respecting Depositor's right, title or interest in the goods. Such amounts shall be charges in relation to the goods and subject to Warehouseman's lien.

SECTION 17 - ACCURATE INFORMATION: Depositor will provide Warehouseman with information concerning the stored goods which is accurate, complete and sufficient to allow Warehouseman to comply with all laws and regulations concerning the storage, handling and transporting of the stored goods. Depositor will indemnify and hold Warehouseman harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which Warehouseman pays or incurs as a result of Depositor failing to fully discharge this obligation.

SECTION 18 - SEVERABILITY AND WAIVER: (a) If any provision of this Contract, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected thereby but shall remain in full force and effect. (b) Warehouseman's failure to require strict compliance with any provision of this Contract shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision (s) of this Contract. (c) The provisions of this Contract shall be binding upon Depositor's heirs, executors, successors and assigns. (d) This Contract contain the sole agreement between Warehouseman and Depositor governing goods stored by Depositor with Warehouseman and, cannot be modified except by a writing signed by Warehouseman.

SECTION 19 - COSTS OF COLLECTION AND JURISDICTION: In any dispute involving monies owed to Warehouseman, Warehouseman shall be entitled to all costs of collection, including reasonable attorney's fees and a service charge of 18% per annum or the highest rate allowed by law, whichever is

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 all shipments is \$0.125 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 meets 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 WITH AIR CARRIERS

A) IF A PROBLEM IS EVIDENT, ADVISE ABLE FREIGHT WITHIN 72 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 within seven (7) days from pick-up from the carrier. 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 72 hours of shipment arrival at destination. Notification of a claim later than seven (7) days from pick-up from the carrier 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