



Agent Carrier Transportation Contract

APPENDIX C

CLAIMS HANDLING PROCEDURE

The parties agree that the following provisions and claims handling procedures will apply during the term of this Agreement with respect to any cargo loss, damage or delay to the freight:

1. CLAIMS HANDLING PROCEDURE

Any claim made by Shipper against Carrier for loss, damage or delay to the freight will be handled in the following manner:

- a) Shipper shall strive to notify Carrier as soon as possible once Shipper discovers a possible cargo loss, damage or delay claim. The parties agree that Shipper shall have **nine (9) months** after delivery of such shipment or, if no delivery, the scheduled delivery date to file a written claim for loss, damage or delay to the shipment. The term "written claim" means delivering a written claim or notice of claim which reasonably alerts Carrier that loss, damage or delay has occurred to the shipment.
- b) As promptly as possible, but in no event later than **ten (10) days** after the date of Carrier's receipt of Shipper's written claim, Carrier shall notify Shipper what, if any, additional documentary evidence or other pertinent information may be required by Carrier to process the claim.
- c) Each claim filed against Carrier will be promptly and thoroughly investigated by Carrier. Carrier will pay each claim, decline payment with explanation, or make a firm compromise settlement offer, in writing, within **sixty (60) days** after the receipt of the claim by Shipper.
- d) Any action at law to recover any cargo claim shall be instituted by Shipper against Carrier no later than **two (2)** years after a written declination of claim has been delivered to Shipper by Carrier.
- e) If Shipper prevails in litigation against Carrier for recovery of a claim, Shipper shall be entitled to recover all of its actual costs and expense incurred by Shipper, including reasonable attorney's fees, court costs and interest.

2. SALVAGE

No salvage of any kind or nature shall be sold or offered for sale or in any way disposed of to any third party by Carrier without the prior written consent of Shipper. Unless Shipper directs otherwise, all damaged freight subject to salvage shall be returned to Shipper, at Carrier's sole cost and expense, for salvage and appropriate credit. Shipper may determine, in its sole

discretion, whether the freight may be salvaged and, if salvageable, the value of such salvage. Any salvage value will be deducted from Shipper's claim against Carrier for the loss or damage. With respect to the handling of any damaged freight, Carrier agrees that Shipper shall have the sole right to dispose or destroy of such freight within **thirty (30)** business days of Shipper providing Carrier with written notice of Carrier's right to inspect the damaged freight. Shipper agrees to provide Carrier with an inspection notification form with pertinent information regarding the damage and the location where the freight may be inspected if so desired by Carrier. Carrier hereby waives its right to inspect any damaged freight if such inspection is not conducted within the **five (5)** day period set forth in the inspection notification form.

3. LIABILITY DURING STORAGE OF GOODS

If Carrier is unable to deliver a shipment or if a shipment is refused by the consignee, Carrier's liability as a warehousemen, rather than a contract carrier pursuant to the terms of this Agreement, shall begin after **seven (7)** days of the goods being placed in Carrier's terminal or other storage facility.

4. LIABILITY LIMITATIONS/RELEASED RATES

Refer to **Section 5: Cargo Liability of the Agent Carrier Transportation Agreement** for liability limitations.

Date: _____

Date: _____

TDS, Inc.
Agent Name _____

Carrier Name _____

By: _____
Signature

By: _____
Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____