



CLAIMS

DELAY CLAIMS - Accelerated does not guarantee that delivery will be affected to meet any particular market, dispatch, exhibition, or sailing. Accelerated does not accept liability for special or consequential damages or delays in delivery. The parties agree that in any event Accelerated's maximum liability shall be an amount equal to the freight charges incurred.

LOSS OR PHYSICAL DAMAGE CLAIMS - Subject to limitations set forth herein and as provided by applicable law, Accelerated agrees to pay for loss or physical damage to the shipments described on the Waybill which may be caused by its negligent or willful conduct. Where shipments have Declared Values, Accelerated's liability for shortage or damage shall be prorated by weight when part of a shipment is lost or damaged. Otherwise, Accelerated's liability shall be determined by multiplying the weight of the lost or damaged article(s) by fifty cents (\$0.50) per pound. All claims must be filed within nine (9) months of recovery at destination or shall be forever barred. The Shipper understands and agrees that the rates do not include insurance or other compensation for loss, other than as expressly provided herein and limited hereby. Accelerated shall not be liable for damage caused by force majeure, Act of God, or the inherent vice of the shipment. International shipments moving under a valid International Master Air Waybill shall be subject to Warsaw Convention liability limits of \$9.07 per pound (\$20.00 per kilo), as shown on the bill of lading unless a greater value is declared and fees paid. Such liability exists from time of receipt of the said property by Accelerated to the time delivery has been made to the exporting carrier or has been cleared for delivery by U.S. Customs.

Shortages and/or damage must be noted on the Waybill or Delivery Document by the Consignee or the Consignee's agent at the time of delivery. Notice of intent to file a claim for concealed damage must be filed in writing with Accelerated within fifteen (15) days of delivery. The actual claim, whether for loss, apparent damage, or concealed damage, must be filed in writing with Accelerated within nine (9) months of delivery, and the claim must include the following as minimum for support:

- Date of shipment
- Accelerated Waybill number
- The names and addresses of the Shipper and Consignee
- A description of the property; and
- A copy of the original invoice for the property lost or damaged.

Receipt of the shipment by the Consignee or the Consignee's agent without notation of shortage, loss, or damage will be prima facie evidence that the shipment was delivered in good condition. **No claim will be processed by Accelerated until all transportation charges have been paid. Amounts of claims may not be deducted from transportation charges.** Shipments and their containers and packaging materials must be retained and made available to Accelerated for the purpose of inspection for up to fifteen (15) days after notification to Accelerated that a claim is pending. Accelerated reserves the right to repair or replace damaged property with no further liability for consequential damage such as, but not limited to, out of service time during repair.

All Claims must be mailed to: Accelerated, Inc. - Cargo Claims Department
515 Airpark Center Drive
Nashville, TN 37217