Thank you for choosing FedEx! We appreciate the opportunity to serve you and look forward to meeting your shipping needs.

Whether this information is being provided to you as a courtesy, or per your request; please note that the information contained herein applies only to FedEx Freight. This information is general in nature. If a specific question is not answered here, or for additional information, please contact our Cargo Claims department at 1.800.308.3963. If a provision herein conflicts with any applicable tariff, terms and conditions, and/or regulation, the applicable tariff, terms and conditions, and/or regulation controls.

**Shipper’s Responsibilities**

To prevent loss and damage during normal transportation handling, the shipper has the following responsibilities:

- Proper packaging.
- Proper markings on the packaging.
- Proper description on the shipping papers.

All existing tariff rules (including FXF 100 Series Rules Tariff, if applicable) and shipping regulations related to your product must be followed. Minimum packaging requirements are outlined in the following two publications:

- National Motor Freight Classification
- Hazardous Materials Regulations of the Department of Transportation

**Recipient’s Responsibilities**

As the recipient, you must carefully identify and document loss and/or damage on the delivery receipt at time of delivery.

There are two types of loss or damage:

- Visible or noted loss or damage.
- Concealed loss or damage.

**Visible or Noted Loss or Damage**

Visible loss or damage is apparent at the time of delivery and should be noted. Noted loss or damage is recorded in detail on the delivery receipt.

When recording loss or damage, please use specific details and try to avoid general or generic terms such as “box damaged” or “torn”. This type of notation does not provide adequate support for your claim.

Please note: A notation of “subject to inspection,” by itself, is not considered a valid notation of loss or damage.

*Example of Proper Notation: “2 of 12 bottles #12345 hand soap damaged in 1 carton”*

**Concealed Loss or Damage**

These claims are considered and investigated as concealed loss or damage claims and will be handled based on their individual merits.

Concealed loss or damage is that which was not apparent at the time of delivery. The National Motor Freight Classification, ITEM 300135 (see specific section below) states: “When damage to contents of a shipping container is discovered by the recipient which could not have been determined at time of delivery, it must be reported by the recipient to the delivering carrier upon discovery and a request for inspection by the carrier’s representative made. Notice of loss or damage and a request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail.”

Concealed damage must be reported to the carrier within 21 days of delivery. Inspection or waiver of inspection will be provided by FedEx Freight as promptly as possible and practicable after receipt of request by the recipient. However, should we waive inspection, the recipient must make the inspection and record all information to the best of his or her ability pertinent to the cause.

**Shortages**

If possible, make a written tally record when a large number of items are being received or the shipment consists of a number of different items. At time of delivery please check the labels on all handling units to be certain they are yours and check for shortages as goods are being unloaded. Be sure to keep the shipment together until unloading is complete, in case a recount is necessary.

If there is a shortage, please note it on the delivery receipt before signing for the shipment.
Stretchwrapped and Shrinkwrapped Skids

Carrier is responsible for handling units, as counted at the time the shipment is received. Therefore, if a driver signs for a shipment as “1 SWS (stretchwrapped skid) STC (said to contain) 25” or “1 SWS UTC (unable to count),” FedEx Freight is responsible for delivering 1 stretchwrapped skid intact, not 25 pieces. If cartons or pieces are counted at delivery and a shortage is reported, the carrier is only responsible if the stretchwrap has been broken (check-box on the delivery receipt should note the condition of the stretchwrap as intact or not).

If the same driver accepts “1 SWS 25 Cartons” or “25 on 1 SWS,” our responsibility is for the quantity of cartons, as the driver has indicated the pieces were counted (by noting pieces and omitting the unable to count, said to contain, or similar notation).

Item or Purchase Order Numbers

Carrier is not responsible for item or purchase order numbers, only piece count. This is because item and/or purchase order numbers are not verified at the time of pickup. (Example: If delivery receipt is noted “20 cartons item 123456 over, 20 cartons 654321 short,” no carrier responsibility exists.)

Claim Filing

Per the Bill of Lading Terms and Conditions, claimants have nine (9) months from the date of delivery (or from the date delivery could have reasonably been expected) to file claims for loss and/or damage. If any part of a shipment is refused due to damage, the nine (9) months begins when the shipment was originally tendered for delivery. A claim is not considered to have been filed until it is received by the carrier.

For intra-Canada shipments, notice of a claim for loss or damage must be submitted to the originating or delivering carrier in writing within sixty (60) days of the delivery date. In the event of failure to make delivery, notice must be received within nine months of the date of shipment.

All claims are handled in accordance with the NMFC Principles and Practices for the Investigation and Disposition of Freight Claims, the Bill of Lading Terms and Conditions, and applicable Rules Tariff or Contract (see specific sections below).

You have several options for filing loss or damage claims:

- Registered users of FedEx Freight My Account may file claims online and scan or attach documents electronically (documentation supporting the claim may also be faxed or mailed to the number or address referenced below).
- You may request blank claim forms from any of our offices. Upon completion the forms may be sent:
  - Via Fax to 1.877.229.4766.
  - Via Mail to FedEx; Cargo Claim Dept.; P.O. Box 256, Pittsburgh, PA 15230.
  - Via email to file.claim@fedex.com.

All claims should include:

- The freight bill number.
- Explanation of loss and/or damage.
- Dollar amount being claimed.
- Claimant's contact information (name, address, telephone, fax and email).
- A copy of the original vendor invoice – this is the original invoice issued to the consignee or third party for the merchandise shipped.

Other information may be necessary, including (but not limited to):

- An explanation of why merchandise cannot be repaired or retained with an allowance as well as a contact name and telephone number to arrange salvage pickup of merchandise claimed as a total loss.
- A breakdown of the labor (number of hours, cost per hour) and itemized detail of the claimant’s cost of parts if merchandise has been repaired. (See important information under the Mitigation or Repair section.)
- Weight of the merchandise claimed if it is released value freight, or subject to maximum liability limitations.
- For partial or complete shortages:
  - A charge back issued by the recipient.
  - A credit memo from the shipper.

Providing this information when a claim is filed will greatly reduce the administrative costs for both the claimant and the carrier. Also, complete claims are more likely to be finalized in a timely manner, increasing customer satisfaction.

If merchandise is being claimed as a total loss, it must be retained as salvage until payment is made, or the carrier advises otherwise. If the claimant is unable to retain salvage indefinitely, National Motor Freight Classification (NMFC) ITEM 300150 outlines the proper means of notifying the carrier. Failure to retain salvage or properly notify the carrier may result in amendment or declination of the claim.
Liability - Bill of Lading, Rules Tariff, and Contract Information

Claims are handled in accordance with the Bill of Lading Terms and Conditions, customer-specific contracts or pricing agreements, and/or FXF 100 Series Rules Tariff, in effect at the time of the shipment.

The Bill of Lading serves as the contract of carriage, receipt of goods by the carrier, and in some cases as the title of rightful ownership. Some important items to consider from the Bill of Lading Terms and Conditions* are:

- **Section 1(b)** - Carriers are not liable for loss or damage caused by:
  - Act of God (i.e., tornado, flood, earthquake, etc).
  - Public enemy.
  - Authority of law.
  - Act or default of shipper (i.e., improper packaging, improper labeling).
  - Defect or inherent vice of the commodity.

- **Section 3(b)** - Claimants have nine (9) months from the date of delivery (or from the date delivery could have reasonably been expected) to file claims for loss and/or damage.

- **Section 9** – If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

*Shipments moving from points in Canada or Mexico move under the Terms and Conditions of the specific Canada or Mexico Bill of Lading.

The FXF 100 Series Rules Tariff contains all pertinent information to doing business with FedEx Freight, including rules and accessorial rates. Important items from the FXF 100 Series Rules Tariff include (please review specific items for complete details):

- **Item 220** releases the carrier from liability for any direct, indirect or consequential damages which result from a delay in delivery.

- **Item 420** outlines carrier liability
  - Maximum of $25.00 per pound per package or $100,000.00 per incident for new freight not released to a lower value, unless excess liability coverage (additional charges apply) is requested.
  - **Used merchandise is released to a value not exceeding $0.50 per pound**, unless the merchandise is described as used and excess liability coverage (additional charges apply) is requested.
  - When freight is shipped under Freight All Kinds (FAK) pricing governed by the provisions of this tariff for merchandise with available declared or released value provisions in the NMFC, liability is limited to the lowest declared or released value provided in the NMFC.
  - The weight of packaging and/or shipping containers, pallets, skids, etc, are not included when determining EXCESS LIABILITY COVERAGE or carrier’s maximum liability.
  - Intra-Canada shipments are subject to a maximum liability of $2.00 (CAD) per pound unless a higher value has been declared (additional charges apply) on the face of the Bill of Lading at time of shipment.
  - For shipments involving movement by an ocean vessel in which damage or loss occurs during the loading, handling, stowage, or discharge from the ocean vessel, liability is limited to $500 per package or, if lower, the limitation of liability specified in the most recent version of the “Carriage of Goods by Sea Act.”
  - For shipments moving to or from points in Mexico in which damage or loss occurs while within the border of Mexico, or at a Border Gateway of Mexico, maximum liability will be limited to $0.50 per pound per package or $5,000.00 per incident, whichever is less.

- **Item 421** Carrier Liability - Limited (Applicable only when reference is made to this item)
  1. When reference is made to this item, Carrier’s liability will not exceed the maximum liability per pound for classes provided below.
  2. Claims will be based on a per-item or article basis; liability will not be determined on the weight of the entire shipment nor the entire weight of the commodity in question.
  3. Carrier’s liability will be the same as that of the FAK class, Exception class or class reduction. For example, an actual class 125 reduced to an FAK or Exception class 70 will be subject to the Maximum Value per pound per package for class 70.
  4. Carrier’s liability for loss or damage to any article(s) or part thereof for which the charges are determined by FAK (Freight of All Kinds) class or Exception class is limited to the (1) actual cost of the goods lost, damaged or destroyed; (2) exclusions or limited liability provisions of the Bill of lading; (3) applicable limited liability provisions of the NMFC; or (4) lowest Released Value shown in the NMFC for the commodity shipped, or $100,000 per incident per Shipper, whichever is less, subject to the maximums by FAK and/or exception class as shown below.
  5. In lieu of maximum liability as indicated in the above table, USED or RECONDITIONED items will be subject to a maximum liability of $0.50 per pound per package or $10,000.00 per incident, whichever is lower, regardless of the published FAK (Freight of All Kinds) class or Exception class.
  6. There is no excess liability coverage available for published FAK (Freight of All Kinds) class or Exception class pricing referring to this item.

NOTE 1: All liability per pound per package will be subject to a maximum Carrier liability of $100,000 per incident per Shipper.
• Item 578 outlines Shipper Load and Recipient Unload provisions
  » If a shipment is received as “SLC” (shipper’s load and count).
    – The shipment is to be counted, loaded and properly blocked and braced for transit by the shipper.
    – In the event of shortage or damage noted at first break, the carrier will not be liable if the exception is reported to the shipper within 24 hours.
    – If the exception is not noted at first break and properly reported, the carrier agrees to accept liability for the shipment as if it were a “live load.”
  » If a shipment is spotted at a recipient location for unloading.
    – The shipment is to be unloaded and counted by the recipient.
    – In the event of shortage or damage, the recipient will not be liable if the exception is reported to the carrier within 24 hours.
    – If the exception is not properly reported, the recipient agrees to accept liability for the shipment as a clear delivery.

• Item 960 incorporates Bill of Lading section 3(b) into our Rules tariff (reference above).

### Requesting Additional Liability Coverage
FXF 100 Series Rules Tariff Item 420 also outlines the steps to be taken if a customer wishes to request additional liability coverage. In any case, carrier liability is limited to the lesser of destination value, or the applicable released value or limited liability.

- **Shipments of used items** may be covered up to $5.00 per pound per package or $10,000.00 per incident (additional charges apply). This coverage **must be specifically requested on the original Bill of Lading by describing the articles as used and noting, “Excess liability coverage requested: $5.00 per pound.”**

- **Shipments of new items** may be covered up to $50.00 per pound per package or $100,000.00 per incident (additional charges apply). This coverage **must be specifically requested on the original Bill of Lading by noting, “Excess liability coverage requested: (amount of excess coverage).”**

- **Shipments moving to or from Mexico** may be covered up to $50,000 when the weight of the shipment exceeds 10,000 pounds (additional charges apply). All other additional liability coverage is expressly disallowed on shipments to points outside of the U.S., its possessions, or to points in Canada.

### Freight Charge Recoverability
In most cases, FedEx Freight does not move replacement freight free astray. However, you may include original or replacement freight charges as part of your claim (recoverability will be determined through investigation).

If only a portion of the shipment is lost or damaged, any recoverable freight charges will be prorated to reflect only the lost or damaged portion. If no freight charges are recoverable, but a greater freight cost is incurred to ship a replacement, the claimant may be entitled to recover the difference between the replacement freight charge and the prorated original.
Special Damages

Special damages are those which are a result of a breach in the contract of carriage, but are not ordinarily foreseeable at the time of pickup. In order to be held liable for special damages, carriers must be given notice of the special circumstance and the consequences before or at the time of pickup. Special damages may include:

- Expedited labor (for repair) or freight charges.
- Operational shutdowns.
- Travel expenses.
- Lost use or rental of equipment.
- Lost sale due to delay.

Generally speaking, carrier liability is limited to the actual cost of goods at destination and any amount beyond this amount would not be considered recoverable.

Mitigation or Repair

Claimants have a legal obligation to mitigate claims and reduce the damages as much as possible. This can be accomplished through:

- Repair - Claims for repair should reflect the claimant's cost for parts and labor.
- Sorting damaged and undamaged pieces to reduce the quantity being claimed (see labor rate in the section titled Claim Filing).
- Cutting sheet, roll and wire goods to salvage and reuse as much material as is possible.
- Sale through the most profitable means available. (Claim would then reflect the difference between the destination value and the amount recovered through the secondary sale.)
- Retaining damaged but usable goods for an allowance.
- Any other means resulting in a reduction in the claim equal to or greater than that which the carrier may have obtained through salvage of the goods.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF FREIGHT CLAIMS</th>
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<tr>
<td>300100 APPLICATION</td>
<td>These Rules are published in compliance with the report and order of the Interstate Commerce Commission in Ex Parte No. 263, Rules, Regulations, and Practices of Regulated Carriers with Respect to the Processing of Loss and Damage Claims, served February 24, 1972. The purposes of these Principles and Practices are:</td>
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<tr>
<td>(a)</td>
<td>To obtain uniformity on the part of all carriers and uniform treatment of all claimants in the disposition of claims of like nature.</td>
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<td>(b)</td>
<td>To secure and preserve harmonious relationships in claim matters between carriers and their patrons.</td>
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<td>(c)</td>
<td>To effect and maintain a prompt and efficient service to the public in connection with the investigation and disposition of freight claims.</td>
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300105 FILING OF CLAIMS

| (a) Compliance with regulations. A claim for loss or loss or damage to baggage or for loss, damage, injury, or delay to cargo will not be voluntarily paid by a carrier unless filed in writing, as provided in subparagraph (b) below, with the receiving or delivering carrier, or carrier issuing the bill of lading, receipt, ticket, or baggage check, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto. |
| (b) Minimum filing requirements. A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (1) containing facts sufficient to identify the baggage or shipment (or shipments) of property involved, (2) asserting liability to alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage. |
| (c) Bad order reports, appraisal report of damage, notations of exceptions on freight bills or other documents, inspection reports issued by carrier inspectors or inspection agencies, tracers or inspection requests do not comply with claim filing requirements. |
### 300110 DOCUMENTS REQUIRED IN SUPPORT OF CLAIMS

(a) A written demand for payment, asserting carrier liability for alleged loss, damage, injury or delay, and containing facts sufficient to identify the shipment or shipments involved will constitute a claim, regardless of form, and will be required.

(b) When claimant does not appear from the supporting documents to be an interested party, carrier will require any necessary written assignment or other proof to determine the claimant is the proper party to receive any claim payment.

(c) Claim must be supported by either the original invoice; a photographic copy of the original invoice; an exact copy thereof, or an extract therefrom, certified by the claimant or his authorized representative to be true and correct with respect to the property involved in the claim and reflecting all trade or other discounts, allowances, or deductions of any nature. When the original invoice is not submitted, such document must be made available for inspection by carrier representative upon request.

(d) When determined by the carrier to be a necessary part of the investigation, the following will be required:

1. The original freight bill and Bill of Lading or other contract of carriage. When claimant cannot furnish these documents, carrier may require suitable indemnity from the claimant.

2. When the property involved in the claim has not been invoiced to the recipient or where invoice does not show price or value, or where the property has not been sold but transferred at bookkeeping values only, or where property as been shipped on consignment or approval, documentation to establish destination value in the quantity shipped and certification of the correctness thereof.

3. In order to establish the full recoverable loss caused by the carriers, the original account of sale, showing the date of sale and the amounts realized on the damaged and undamaged portions, respectively, showing grade, brands, quality, variety, size and condition, together with any deductions, allowances, and commissions, or a copy thereof certified correct over the signature of the claimant or an authorized representative thereof.

4. When shipment has received prior transportation and is reshipped from a distribution or warehousing point but has been opened and examined and contents verified as being in undamaged condition, certification thereof must be made by a person having actual knowledge of such inspection and a statement to that effect incorporated in such certification.

5. When an asserted claim for loss of an entire package or on an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the recipient of the shipment involved, a certified statement in writing that the property for which the claim is filed has not been received from any source.

### 300115 CLAIMS FILED FOR UNCERTAIN AMOUNTS

Whenever a claim is presented against a proper carrier for an uncertain amount, such as “$100 more or less,” the carrier against whom such claims filed will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of item 300105.

### 300120 ACKNOWLEDGMENT AND DISPOSITION OF CLAIMS

Carrier will acknowledge claim in writing within 30 days after receipt thereof, informing the claimant of identifying number assigned thereto, and will pay, refuse payment, or make a firm compromise offer within 120 days after receipt of claim, except, that if claim cannot be disposed of within this period, carrier will at that time and at the end of each succeeding 60-day period thereafter while claim remains pending, inform the claimant in writing of the reason for failure to conclude claim. The carrier shall indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by further to process the claim as its preliminary examination of the claim, as filed, may have revealed. A separately numbered file will be established for each claim filed in accord with the provisions of this tariff. All documents, records and correspondence pertaining to such claim will be identified with this file number.

### 300122 TWO OR MORE CLAIMS PRESENTED ON SAME SHIPMENT

When investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

### ITEM REGULATIONS GOVERNING THE INSPECTION OF FREIGHT BEFORE OR AFTER DELIVERY TO RECIPIENT AND ADJUSTMENT OF CLAIMS FOR LOSS OR DAMAGE
<table>
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<th>300125</th>
<th>APPLICATION</th>
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<td>Loss of or damage to contents of package, not definitely known to exist at time of delivery by carrier to recipient may be due to negligence in packing, handling or unpacking, or abstraction from containers, and is the subject of frequent claims and contravenes. In order to avoid any discrimination, and so that practices will be certain and uniform in the treatment of claims of this character, the following rules apply.</td>
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<tr>
<th>300130</th>
<th>PILFERAGE</th>
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<td>When offering a shipment for delivery, if any portion of shipment bears any indication of having been pilfered, a joint inventory of contents must be made by carrier and recipient and the results of inventory so noted on carrier’s delivery receipt.</td>
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<tr>
<th>300135</th>
<th>REPORTING CONCEALED DAMAGE</th>
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<td>When damage to contents of a shipping container is discovered by the recipient which could not have been determined at time of delivery, it must be reported by the recipient to the delivering carrier upon discovery and a request for inspection by the carrier’s representative made. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed in writing by mail. If more than fifteen days pass between date of delivery of shipment by carrier and date of report of loss or damage, and request for inspection by recipient, it is incumbent upon the recipient to offer reasonable evidence to the carrier’s representative when inspection is made that loss or damage was not incurred by the recipient after delivery of shipment by carrier. While awaiting inspection by carrier, the recipient must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.</td>
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<tr>
<th>300140</th>
<th>INSPECTION BY CARRIER</th>
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<td>Inspection by carrier will be made as promptly as possible and practicable after receipt of request by recipient. Inspection will be made within five normal work days after receipt of request from recipient, excluding Saturdays, Sundays and holidays. A day will be considered as the passing of twenty-four (24) hours from 9 a.m., local time from the date of receipt of request for inspection. Inspection of carrier will include examination of the damaged merchandise, the shipping container, and any other action necessary to establish all facts. If a shortage is involved, inspector will check contents of package with invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case inspection will be limited to factual report. Recipient must cooperate with carrier in every way possible to assist in the inspection. A written record of carrier’s findings will be made at least in duplicate. The original of the report will be given to the recipient for claim support. Any inspection report issued must be incorporated in claim file.</td>
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<th>300145</th>
<th>FAILURE TO INSPECT</th>
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<td>In the event carrier does not make an inspection, the recipient must make the inspection and record all information to the best of his ability pertinent to the cause. Recipient’s inspection, in such case, will be considered as the carrier’s inspection and will not jeopardize any recovery the recipient is due based on the facts contained in the report.</td>
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<th>300150</th>
<th>SALVAGE RETENTION</th>
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<td>When visible or open damage to a shipment has been established by notation having been given at time of delivery or concealed damage established by inspection report, it is the duty of the recipient to retain damaged merchandise and shipping container until carrier desires to take possession of merchandise as salvage. If record conclusively reflects carrier liability, carrier will take possession of the damaged merchandise as soon as possible and in any event, within thirty (30) days from date shipment was noted damaged on carrier delivery receipt or from date of inspection report, if damage was concealed. If carrier does not take possession of the damaged merchandise within the time prescribed above, recipient must contact delivering carrier and request removal of goods from his premises within fifteen (15) days from the date of such communication. The above applies only when the carrier and recipient agree that the carrier will handle disposition of the salvage, and does not in any manner affect the legal duty that the recipient, when there is substantial value in the salvage, must accept and handle it in such a manner as to mitigate the carrier’s loss as much as possible. If there is doubt of carrier liability, the carrier will so advise recipient, in which event the recipient may hold the merchandise until liability of carrier is determined, or may dispose of it so as to mitigate the damage, and may file claim for such damage. Carrier will remove the damaged goods within the fifteen (15) day period or advise recipient that carrier liability is in doubt and that damaged merchandise is to be retained by the recipient until carrier has completed investigation of claim.</td>
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<tr>
<th>300155</th>
<th>PRIOR TRANSPORTATION</th>
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<td>If a concealed damage inspection report covers merchandise which has had prior shipping movement, recipient is required to assist carrier in determining if shipment was opened and inspected by shipper prior to reshipment, and if not, shall then assist carrier in every way possible to establish record of prior shipping.</td>
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**Principles and Practices for the Investigation and Disposition of Freight Claims**

Copied from the National Motor Freight Classification 100-Series
Cargo Claims Contact Information

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Pittsburgh, PA  15230

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file.claim@fedex.com