

*****IMPORTANT CARGO CLAIM AND LIABILITY LIMITATIONS*****

THE MASON AND DIXON LINES, INC. RESERVES THE RIGHT TO PLACE LIMITS ON OUR LIABILITY WHEN HANDLING CERTAIN TYPES AND CLASSES OF GOODS:

- **THE MAXIMUM COVERAGE THE MASON AND DIXON LINES, INC. ASSUMES FOR DAMAGE OR LOSS ON ANY SHIPMENT (UNLESS A WRITTEN STATEMENT STATING OTHERWISE EXISTS) IS \$100,000.00 OR \$10.00/LB (WHICHEVER IS LESS) FOR ALL COMMODITIES PRODUCED, MANUFACTURED, ASSEMBLED, OR OTHERWISE PROVIDED FOR TRANSPORTATION TO THE ORIGINAL USER OR WHOLESALE CONSUMER.** See Rules Tariff Section 105D
 - For increases in coverage on “new” commodities please contact the company operations manager at 586-920-0100, and refer to Rules Tariff section 105E.
- **THE MAXIMUM LIABILITY ASSUMED FOR ALL USED COMMODITIES WILL BE \$0.10/LB UNLESS A WRITTEN AGREEMENT FOR GREATER ASSUMED LIABILITY EXISTS BETWEEN THE PURCHASER OF SERVICES AND CARRIER PRIOR TO SHIPMENT.** See Rules Tariff Section 137
 - To inquire about increased coverage on used commodities purchaser of services should contact the operations manager at 586-920-0100.
- **CARRIER MUST BE NOTIFIED OF CONCEALED DAMAGES WITHIN 48 HOURS OF DELIVERY. IF THE CARRIER IS NOT NOTIFIED WITHIN THAT TIMEFRAME THE CARRIER RESERVES THE RIGHT TO DECLINE ANY RELATED CLAIMS.** See Rules Tariff Section 105C
- **CARRIER OFFERS DISCOUNTED FREIGHT RATES AND IN EXCHANGE WILL NOT ASSUME LIABILITY FOR ANY CLAIMS RESULTING BECAUSE OF LATE DELIVERY, OR THAT INCLUDE CONSEQUENTIAL DAMAGES SUCH AS LOSS OF USE, INTEREST, DOWN TIME, ETC. UNLESS OTHERWISE ESTABLISHED IN WRITING PRIOR TO SHIPMENT.** See Rules Tariff Section 105F
- **EXEMPT COMMODITIES: CARRIER WILL NOT TRANSPORT THE BELOW COMMODITIES WITHOUT WRITTEN ACKNOWLEDGEMENT PRIOR TO SHIPMENT FOR THE PURPOSE OF CARGO LIABILITY COVERAGE.** See Rules Tariff Section 146
 - *Bank bills, coins, monetary, currency, deeds, drafts, letters, valuable documents, museum exhibits or articles of antiquity, notes, original works of art, postage stamps, precious stones, revenue stamps.*

FILING AND RESPONSE

- In accordance with *49 USC 14706 (Carmack Amendment)* Purchaser must formally file a cargo claim within 9 months of the delivery date or the scheduled delivery date; otherwise the claim may be declined. See Rules Tariff Section 105B.
- Carrier agrees to acknowledge receipt of a cargo claim within 30 days, and agrees to submit a formal denial, settlement, or settlement offer within 120 days of the cargo claim receipt, unless there is a valid reason for extension presented in writing.
- Carrier should be notified prior to the disposal of any cargo, and should be given inspection site information by calling 800-251-0261 and asking for the “cargo claims department”, or by emailing the details, cargo location, and location contact info to claims@goutsi.com.
- Claims will only be paid for the actual loss. If profit is incorporated into the claim amount it should be removed. If the exact profit margin cannot be identified a reasonable approximated reduction should be credited to the claim.
- The carrier should be credited for the value of any salvage. If the claimant deems a product should be destroyed, or scrapped for branding or business related reasons, yet the cargo appears to retain some value, the carrier should receive a reasonable credit for the value of the salvage which was destroyed.
- Partial damage does not constitute a total loss. It is the responsibility of all parties (Shipper, Carrier, Broker, Receiver, etc.) to mitigate a loss. This means that if the receiver or shipper can sort or scrap a portion of a shipment in order to utilize the remainder this should be done presuming the mitigation costs do not exceed the value of the salvaged portion.
- If the shipment has obvious value it should be accepted by the consignee until which time the actual loss can be evaluated by all interested parties. If the carrier is not given disposition, and forced to warehouse salvage material that retains value any additional transportation, loading/unloading, or storage costs will be deducted from the claim settlement amount.
- A broker is not legally liable for cargo loss. If another carrier was hired to haul the shipment by our company we will aggressively pursue recovery on our customers’ behalf, but will not accept economic liability for the loss unless a pre-existing written agreement is in place stating that we will do so.