



## LOSS OR DAMAGE

### CLAIMS PROCESSING PROCEDURE

#### 1. Protect Your Interests

- It is the Customer's responsibility to inspect its Cargo shipments upon delivery for loss and damage and duly note any discrepancies on the delivery receipt.
- Accurate piece counts and inspection of Cargo must always be made and any exceptions to condition or count clearly noted on the delivery receipt.
- Receivers - do not sign the delivery receipt "subject to count and inspection" as this notation will not release Customer from Customer's obligation to inspect for loss or damage and note any discrepancies at the time of delivery and will not be a consideration when an investigation of a claim is performed.
- If loss or damage has occurred and a Claim needs to be filed, please proceed as explained in the next section.

#### 2. Freight Claims Processing Procedures/ Customer Responsibilities

While Mercury makes every effort to ensure Customer's Cargo is delivered safely and without damage, we realize that loss and damage does occur in some circumstances. All claims for loss, damage, or delay of a Cargo (each a "Claim") must be filed in writing within the time limits set forth herein.

For small package deliveries: Upon receipt of notification of a Claim from Customer, Mercury will facilitate the filing and processing of such Claim with the applicable Carrier. This is a courtesy to Customer only; Mercury does not guarantee the results or disposition of any Claim.

For freight deliveries: Customer must complete a claim form and submit it to Mercury. Upon receipt of Customer's completed claim form, Mercury shall assist Customer in processing such Claim with the applicable Carrier.

#### Communication for Claims may be sent to the following:

- Mercury Business Services, LLC, 61 Batterymarch St., Boston, MA 02110.
- support@shipmercury.com

Under current federal law, a claimant is required to mitigate their claim to the fullest extent possible. To illustrate, if the product is repairable, the claimant is obligated to repair and the claim filed for the reasonable repair costs. If the product can be discounted, it should be sold at the discounted price and the claim filed for the difference between the amount it was sold for and the actual value of the product. Repairing or discounting only applies if those values are less than the replacement value of the product.

If the product cannot be repaired or discounted and the claim is paid for "replacement value", the product becomes the property of the carrier paying the claim. Do not discard or remove the product once a claim is approved without the written consent of the Carrier. If you prefer to retain the product (salvage) the Carrier will take a reasonable salvage discount, reducing the amount paid on the claim.



### 3. Time Limits for Filing Claims

A written Claim must be received by Mercury and/or the applicable Carrier within the following time periods:

- (i) a Claim involving a U.S. shipment by truck or rail must be received by Mercury within nine (9) months from the date of delivery or the date of loss, whichever is earlier;
- (ii) a Claim involving a Canadian shipment must be received by Mercury within the earlier of:
  - (x) one hundred twenty (120) days from the date of delivery (or of the date of anticipated delivery in the event of non-delivery) of a rail or intermodal shipment or any such deadline set forth in the applicable underlying carrier's tariff, issued bill of lading, or transport document, or
  - (y) within sixty (60) days from the date of delivery (or of the date of anticipated delivery in the event of non-delivery) for shipments involving motor carriage, or in the case of intermodal shipments, where the Cargo loss or damage occurs while the shipment is in the custody and control of the motor carrier;
- (iii) a Claim involving loss or damage occurring during an ocean shipment must be received by Mercury before or upon removal of the Cargo or within three (3) days following removal if the loss is not apparent;
- (iv) a Claim for loss or damage occurring during a shipment by air in the U.S. must be received by Mercury within three (3) days of delivery;
- (v) a Claim for loss or damage occurring during an international shipment by air must be received by Mercury within fourteen (14) days of delivery for damage and within one hundred twenty (120) days from the issuance of an air bill for notice of non-delivery.

**Failure of Customer to give Mercury written notice of a Claim in conformity within the applicable specified time period in (i) – (v) above will prevent Customer from recovering on the Claim and will constitute a complete defense and bar to any suit or action by Customer (and anyone claiming through or under Customer) to recover damages arising from or relating to that Claim.**