



WSL Services, Inc.

FREIGHT CLAIMS POLICY AND PROCEDURES BULLETIN EFFECTIVE October 12, 2022

This FREIGHT Claims Policy and Procedures Bulletin is to inform our customers of the steps and information required to present a claim for lost or damaged freight. Following these procedures will greatly simplify the review process and will result in a more timely and satisfactory payment of a claim.

1. MAKING DELIVERIES TO OUR CUSTOMERS

In some cases, the customer will have received a telephone call or email from the delivering terminal or the driver prior to delivery. Please arrange to have the necessary space ready to receive the freight, as well as the personnel available to document the freight count and condition, and to assist the driver in unloading. Some freight is of a size and weight that the driver alone cannot handle safely. This is especially true of deliveries to facilities that do not have dock-high receiving doors. If the driver determines that he or she cannot deliver the freight alone, without a substantial risk of damage or injury, he or she will obtain additional personnel, or deliver the freight to a public warehouse facility for the consignee's account. In these cases, WSL will not be responsible for any labor, warehouse, or delivery charges, and unless damage is noted at the time of transfer to the public facility, WSL will not be liable for any claims that may arise. **(Residential deliveries are limited and confirmation that a tractor trailer can access the delivery location and that the consignee has the ability to offload the shipment from our trailer is required or additional fees may be applied).**

2. CLAIM FILING DEADLINE

The deadline for filing any claim for damage or shortage is 30 business days after the date of delivery, regardless of whether the damage is concealed or noted on the proof of delivery. All claims filed after the claim-filing deadline will be denied.

To file a claim, please email the Claims Department at claims@wslservices.com. Valid claims submitted to the Claims Department may take up to 30 days to process.

3. FREIGHT COUNT AND INSPECTION

At the time of delivery our driver will present one or more of the following documents to you:

- Delivery Receipt
- Shippers Bill of Lading, if available

The delivery receipt (DR) details the shipper, consignee, piece count, brief description, and weight. In addition, it may detail collection information, such as freight collect charges or third-party billing information (WSL does not accept COD for goods). The shipper's bill of lading is our authorization to transport the freight and it will detail the shipper, consignee, piece count and description, but will not detail the freight charges. WSL is responsible for the piece count shown on the freight bill or bill of lading (i.e., the number of boxes, pallets, or shipping containers), and is not responsible for order specifications (i.e., model or style numbers). If freight is palletized and documented as a pallet, WSL is not responsible for the number and types of freight on the pallet unless otherwise indicated on the freight bill. Discrepancies of this type must be reconciled between the shipper and the consignee.

All unloading, counting, and inspection of any damage or shortages must be done with the driver present and assisting in the unloading process. Any unloading by the consignee without the driver present will be considered "shipper load shipper count" and no claim will be paid for shortages. In the event there is a shortage in the number of pieces, please note the shortage by indicating the number of pieces shipped and the number of pieces received on the freight bill or delivery packet. If the Bill of Lading or a packing list is accessible, please try to determine by item number, the exact pieces missing from the shipment.

4. DAMAGE NOTATIONS

All unloading and notation of any damages or shortages must be done with the driver or warehouse person present. If damage is observed during the unloading process, a notation must be made on the delivery receipt or freight movement record provided by the driver. A complete description of the damage is required. If the damage is to freight packaged in a carton, the specific box must be identified by model or style number. If you observe damage to the carton, container, carpet roll packaging or other shipping container, you must open the carton, container or packaging and examine the freight for damage. If damage to the freight is discovered, a complete description of the damage must be noted. Our driver will assist you in this process. We will not accept notations such as "subject to later inspection" or "boxes crushed" without prior authorization from our Claims Department. Any damage incurred because of inadequate packaging will be the responsibility of the shipper and not WSL.

If you have any questions during this process, please email the Claims Department at claims@wslservices.com.

5. REFUSING TO ACCEPT DAMAGED FREIGHT

While it may appear to make sense to refuse damaged freight and give it back to the driver, in many cases the driver cannot take it. Our drivers delivering freight are usually on a "peddle run" with shipments to a large number of consignees and may have freight left on the truck to deliver after a particular delivery. The driver may not necessarily return to one of our terminals immediately, as he or she may be dispatched to pick up another load. WSL asks that consignees accept and retain damaged freight with our assurance that arrangements will be made for pickup and/or disposal. The consignees are instructed to file a freight claim with the carrier for the value (*Actual Cost plus any mill discounts*) of the item, plus the appropriate freight charges. If a shipment is refused, please request a copy of the freight bill to keep for your records. Refused shipments that are later return shipped will be subject to additional charges.

6. CONCEALED DAMAGE

WSL recognizes that some shipping cartons or other shipping containers may not show evidence of damage on the exterior, and damage may not be discernable until the container is opened. In these situations, it is often difficult to assess where damage-occurred and who is responsible. If damage is discovered after delivery and no notations were taken at the time of delivery, the damage must be reported no later than 30 calendar days from the date of delivery for any claim to be considered. Notification must be made immediately after discovery of damage to our Claims Department by emailing claims@wslservices.com.

For damage reported in this manner, WSL will only be liable for a portion of the replacement or repair costs, respective to the number of parties who have handled the merchandise (i.e., if three parties handled the piece, one being WSL, we would be liable for one third of the repair or 1/3 of limit of liability).

The original carton must be retained and set aside for possible pickup or inspection. Failure to

do so could result in the denial of a claim. If inspection proves that there is damage to the carton that is respective to the damage of the merchandise, WSL will not be liable. Freight damage of this type should be noted on the freight bill at the time of delivery (see section 4. Damage Notations). All items must be kept at the location they are delivered by WSL before being moved to another location (i.e., client's home, showroom, etc.). If any items have been transferred to another location before WSL has the opportunity to inspect, any claims will be denied.

7. CLAIM LIABILITY LIMITS

WSL will not assume liability for claim amounts that exceed the values listed below unless otherwise agreed upon in writing prior to shipping:

Carpet & Carpet Tile \$30/sq yard

Other than carpet freight

\$2.00 per pound

This is NMFC guideline

For class 50 & 55

It is the responsibility of the consignee to acquire additional insurance to cover the difference between the actual invoice cost and the WSL limit set forth above. For carpet claims, WSL will only be responsible for the amount of carpet actually damaged. For instance, if the roll is 250 square yards and 50 square yards are damaged, WSL would be responsible for 50 square yards, not 250.

8. FILING A CLAIM

WSL uses the STANDARD FORM FOR PRESENTATION OF LOSS AND DAMAGE CLAIM. A copy of this can be obtained from our Claims Department. When filing a claim, this form must be completed in its entirety. The following supporting documents are required:

- WSL freight bill or Freight Movement Record;
- A copy of the manufacturers invoice to the dealer with a description of the article, price charged, and any discounts;
- A copy of the Bill of Lading stating the quantity and/or size of the item.

When all required documents are completed and the claim form has been signed and dated, please email it to our Claims Department at claims@wslservices.com.

9. MISCELLANEOUS

Drop shipment goods (i.e., trailers, boxcars, containers or loads that are shipper load and count, whether in WSL equipment or not, or loads brought into our terminals via another carrier) will be inspected for damage at the time of receiving by WSL. Any damage noted at the time of receiving will be the responsibility of the shipper or other carrier and not WSL.

Concealed damage to the customer – each party that has handled the merchandise will be liable for the respective portion of the claim.

WSL's liability is contingent upon the following: the relationship between weight and sufficiency of packaging, construction, and value of merchandise. This will be evaluated on an individual basis regarding all styles shipped with each manufacturer. See LIMIT OF LIABILITY for WSL limits on claims paid.

Shipments returned to the original Shipper – WSL will not be liable for any damages on return shipments unless damage has been noted prior to the return and determined that WSL is liable.