



## Terms and Conditions of Service

### Cargo Claims Policy

#### Mission Statement:

To provide our valued customers with professional and diligent claim processing and administration, responsive to our customer's desire for prompt handling, regular status reports, and satisfactory settlement. To timely and accurately submit claim to the responsible motor carrier(s) on behalf of the claimant(s) entitled to recover under the contract of carriage and applicable laws and regulations. To recover from the motor carrier(s) responsible for loss or damage and/or its insurers an amount satisfactory as full settlement paid to the claimant(s) entitled to recover under the contract of carriage and applicable laws and regulations.

#### Sunteck's financial responsibility for loss, damage, or delay:

Sunteck, when acting as a transportation broker of property, does not take possession of the freight and, therefore, does not assume liability or financial responsibility for loss, damage or delay. The motor carrier and its sub-haulers are solely liable to the claimant(s) entitled to recover under the contract of carriage.

#### Standard of selecting motor carriers:

Sunteck's role as transportation broker of property requires carrier selection based on Sunteck's established vetting procedures and qualification criteria in addition to the unique requirements of its customer. In the absence of written service (equipment type and quality) instructions or requirements agreed to between Sunteck and its customer, Sunteck's carrier vetting procedures and criteria shall satisfy Sunteck's obligation to select and contract with motor carriers in service to the customer.

#### Instructions for Claimants filing Cargo Claims in connection with shipments tendered to and brokered by Sunteck:

The claimant (defined as the party entitled to recover under the original or supplemental bill of lading) may select one of two (2) mutually exclusive options to pursue a right of recovery against the responsible motor carrier(s) assigned by Sunteck in the event of loss or damage:

1. The claimant may file a claim for loss or damage with Sunteck Transport Co., Inc., Claims Department within nine (9) months of the date of pick-up or loss, whichever occurred earlier. The presentation of claim must meet the requirements set forth in the C.F.R. Section 370 and the attached Presentation of Claim form. Upon receipt of a proper claim presentation, Sunteck shall acknowledge receipt of the same and immediately file an equal claim with the receiving motor carrier. In making a claim presentation to Sunteck, the claimant expressly appoints Sunteck as its claims administration agent authorized to pursue resolution/settlement directly with the motor carrier on behalf of the claimant. As such, Sunteck shall have the status of claimant's assignee.
2. The claimant may file a claim for loss or damage directly with the receiving motor carrier (and sub-haulers, if any), which Sunteck shall identify to claimant promptly upon claimant's request. The claim shall be presented within nine (9) months of the date of pick-up or loss, whichever occurred earlier. The presentation of claim must meet the requirements set forth in the C.F.R. Section 370 and the Presentation of Claim form. In making a claim presentation directly with the receiving motor carrier (and sub-haulers, if any) Sunteck shall have no liability or responsibility to take any action in connection with the claim other than as stated herein.