



OS&D Guide – March 2019



The OS&D Compliance Process

Introduction

At Americold, we take pride in our stewardship over your products and strive to do it safer and more efficiently than anyone in the industry. Typically, this is a seamless process, yet with the enormous pass-through volume we facilitate, accidents can and do occur in the normal course of business. We understand that claims are sensitive and want to provide the best possible customer service and professionalism in resolving these issues. There are also infinite circumstances that can arise and this guide does not seek to address every scenario, only those which are most common, and to point out administrative Best Practices in order to streamline the process for everyone's benefit. Please understand our dual purpose- we are here to support your business's supply chain standards and identify opportunities for improvement. Feel free to contact us with your concerns.

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"Our mission is simple- to do the right thing. We achieve that by providing judgments based on the best available evidence to resolve OS&D and claim cases in a timely, consistent, and respectful manner. We simultaneously represent our customers, our warehouses, and our carrier base, and are committed to remaining impartial in order to correctly address product issues and operational concerns to foster sustainable and efficient supply chain relationships."

The inception of many claims is the occurrence of an OS&D (over, short, or damage) event, for which we have strict protocols. Americold's OS&D Team is responsible for implementing Compliance procedures for all domestic Americold Transportation managed shipments. Our OS&D Specialists serve as intermediaries between drivers and customers to establish and carry out your disposition, assign fees for extended services, and begin creating the documentation basis for liability determination.

Standard business hours are 7am to 7pm, Monday-Friday.



Americold requires our contracted carriers to notify us of any OS&D event immediately, but no later than 24 hours after occurrence. The OS&D Specialist will then provide details to the customer, including the driver's and product's current location, and a copy of the POD and pictures, if available. **Americold requires that customers respond with their product disposition within two hours or, after the expiration of two hours Americold, will provide product disposition on the customer's behalf.** Customers are encouraged to provide us OS&D business rules so OS&D Specialists can apply these expectations on your behalf.

The OS&D Specialist will then follow up with the carrier by providing instructions for the product, including a Return Authorization number, if applicable. Once the driver has followed through, the carrier will be asked to submit all documents to confirm disposition was implemented correctly. These documents are sent to the customer to validate payment. Finally, the carrier is paid and the customer is invoiced for any additional charges.

While the OS&D Specialists are not tasked with a complete investigation of liability, they must use best judgment in real time and generally follow these guidelines:

Warehouse or Carrier Liability for OS&D*

- > *Dead Overage (not on BOL)/Miss-shipment*
- > *No Bulk Head*
- > *Loaded Incorrectly/Out of Order on Trailer*
- > *Wrong Pallets/Improper Placarding*
- > *Shortages*
- > *Damages (i.e. temp abuse, forklift holes)*

Customer Liability for OS&D**

- > *P.O. Cancelled or Changed*
- > *Consignee Discontinued Carrying Product*
- > *Duplicate Order*
- > *Out of Date/Short Shelf Life/Out of Spec*
- > *Wrong Consignee Location/Address*
- > *Damages (i.e. insufficient packaging)*



****Warehouse/Carrier Liability for OS&D***

When Americold or Americold Transportation's carrier is liable for one of the above listed causes: Americold will determine the most cost effective solution for Americold. If the freight cost to return product exceeds the product cost, product will be dumped or donated. Customer may then seek reimbursement for product through our claim process.

*****Customer Liability for OS&D***

When customer or customer's consignee is liable for one of the above listed causes: customer will be requested to determine the most cost effective solution for the customer. Customers are to provide product disposition within two hours of notification or Americold will provide disposition on customer's behalf.

OS&D Fees

Dispositions that are provided and some OS&D circumstances may require additional cost. Americold's OS&D Specialist will provide a rate quote for approval before moving the driver. They will also require a cost of goods from the shipper to provide the best, most cost effective solution.

Layover:

When a carrier has arrived at the appointed time and due to receiver delay is required to layover to complete delivery, a daily charge will be assessed per your Transportation Services Agreement until delivery is complete. If an OS&D disposition is required after business hours and/or we are unable to reach your designated contact (and in the absence of authorization or instruction to act on your behalf) these fees will also be applied.

Return Freight/Reconsignment:

On authorized return of goods, a minimum \$250 charge will apply. Rate quotes are calculated as follows:

> **Mileage** is calculated using Rand McNally routing

> **Fuel Surcharge** is based on weekly Department of Energy Rates on the date of pickup:

<http://www.eia.gov/petroleum/gasdiesel> >

> **Drop Fee** is \$75

Donation:

\$75 flat fee (within same city). Line haul Rate, Fuel Surcharge, and Service Fee are not assessed, however standard rates will apply if the driver must layover and/or travel excessively to make the delivery.



Dump Fees:

When the carrier has product that requires disposal but the quantity is too much to allow conventional methods of destroying freight, the carrier will be asked to use a professional dump site. The amount that is invoiced will then be passed on to the customer in the event that the OS&D proves to be a customer related error.

Detention:

Detention is accrued as follows: 2 hours of free time for loading/unloading, then hourly charges are applied per your Transportation Services Agreement, up to a maximum of \$600 per day.



Claim Processing

Please follow these guidelines to ensure your claim is entered in our workflow queue and receives the attention it deserves. Once submitted, you will receive an acknowledgement within 5 business days. All claims are stamped with the date received and assigned an Americold Case number.

Claim Submission & Payment

All Transportation and Warehouse claims are to be submitted through our i3PL Claims Application.

Sending claims to our Warehouses is strongly discouraged, will cause delay and could result in your claim being time barred.

Each claim/invoice must include your remittance address, claim dollar total, and a short description, along with any applicable backup documents or correspondence you feel is necessary to file your case.

Additional Documents: you may submit as much backup as you like with your claim. Everything you submit will be reviewed. The ideal claim package will include the following:

Proof of Delivery

Commercial Invoice to show product value*

Salvage discounts

Pictures

Product "Net" weight (warehouse claims)

Email Correspondence

Hold Notices

QA Reports

Driver/Loader/Unloader Statements

Pre-Approvals

**required for transportation claims*

For payment questions or status updates, you may email your request to:

OS&D.Claimsinquiry@Americold.com

If the claim has been completed or is still under review, an Examiner will provide a time estimate and/or any details pertinent to the case.

Disclaimers

- *Claims are not invoices, and therefore net terms on claims are not recognized as payment deadlines.*
- *Deductions for claims from storage invoices is not permitted.*
- *By law, the occurrence of an OS&D event and filing of claim does not relieve the customer of its obligation to pay all transportation related charges on a timely basis.*
- *Product gross weight is not recoverable as no reimbursement for packaging or containers will be approved.*



Claim Examination

Claims are allocated and reviewed by Examiners on a FIFO (first in, first out) basis and our goal is to resolve them (on average) within 60 days of receipt. Some claims will naturally take longer due to their complexity.

All claims to Americold are initially classified into two categories: Warehouse or Transportation. The primary way to distinguish the two is determining whether the goods became subject to transport via a bill of lading as compared to being in storage. If the damage or loss occurs at the warehouse before or during loading, then the claim falls under the stock loss tolerance or warehouseman's receipt limit of liability or contract. Transportation claims are governed by the Carmack amendment to the Interstate Commerce Act, which becomes effective once the goods are loaded on the truck.

Americold has established policies for common issues which occasionally change or are modified due to the dynamics of the business environment. The following are legal positions we maintain which are consistent with industry standards set by the International Association of Refrigerated Warehouses and as interpreted from the UCC and Carmack. Any warehousing or transportation contract with specific terms addressing claims handling will be acknowledged to supersede our default policy. Your business development/account representative is responsible for negotiating the terms of your agreement and managing your relationship in compliance with agreed terms.

Warehouse Claims

Any claimable issue that occurs "within the 4 walls" of the warehouse should be entered into our i3PL Claim Application. After Examiner review, it will be sent directly to the site for review and consideration. Our sites are acutely familiar with your customer agreements and have the best insight on local conditions and situations. We will work with your facility managers to resolve these discrepancies and they will notify you of the outcome.

If a contract contains a Stock Loss Tolerance (SLT), claims for product losses incurred above this threshold may be submitted. They will be acknowledged and tallied by the sites, but the claim invoices will be denied payment until the allowance has been surpassed.

Also, warehouse claims for loss or damage in excess of the SLT will be subject to the \$0.50/lb. limit of liability unless other contractual limitations are executed. The warehouseman's receipt applies to all customers who store their product at our facilities. The full legal version is posted on our public website:

<http://www.info.Americold.com/wrt>



Warehouse Claim Deadline:

All warehouse claims must be submitted and acknowledged within **60 days** of notification of the incident. If the claim appears older than this when reviewed, you will be asked to submit proof of submission. If a claim does not meet this requirement, it may be denied.

Customer Pickups:

Customer pickup orders are treated as “live” loads. The carrier is responsible for count and condition of product. Any and all discrepancies must be acknowledged before the doors are sealed and the truck pulls away from the dock. Otherwise the liability of any loss past the tender from the Americold warehouse is the carrier’s responsibility.

Expedite Charges:

Pre-approval (at the discretion of Americold warehouse management) is required in writing to substantiate and honor all expediting charges.

Detention Benchmark:

Per Americold’s application of accessorial fees, 2 hours of free time are allowed for loading/unloading. After the expiration of free time, a charge of \$70 per hour (or \$35 per half-hour, or fraction thereof) is assessed until loading/unloading is completed (subject to a maximum charge of \$600 per day). This benchmark will be used in consideration of detention claim amounts.

Detention charges will not be honored if they occur as a result of work-in appointments.

Transportation Claims

All Transportation claims will be filed with the carrier by Americold immediately upon i3PL entry by the customer. If the Americold network carrier is ultimately deemed responsible after due diligence is completed, the examiner will subrogate against them to collect reimbursement prior to payment of the claim to the customer.

Minimum Value:

Americold agrees to investigate and process all claims submitted by the customer in excess of \$125 with the involved carrier as per the Transportation Accessorial Agreement.

Accessorial Charges/Late Deliveries:

Americold will make every effort to deliver all customer orders in accordance with the currently applicable published sailing schedules. We will not be liable to the customer for any fine or penalties incurred for transit-time related service issues that do not exceed 48 hours from scheduled sailing schedule times.



Compression:

Americold follows your guidelines for palletization, and expects that if specifications are followed, compression damages will not occur during storage or transportation. We will not accept compression damage claims if we have photos of the compression and evidence that proper loading procedures were followed.

Carmack

Interstate cargo claims are governed by the Carmack Amendment, which controls and limits the liability of common carriers for in-transit cargo and preempts common or state law remedies that increase the carrier's liability beyond the actual loss or injury to the property. The following is a summary of key points that Carmack mandates.

Claim Submission Deadline:

All transportation related issues must be submitted within 9 months from the date of delivery or expected delivery.

Full Value Reimbursement Liability:

Once freight is under Carmack authority, liability for loss or damage of goods is the full replacement value as invoiced to the consignee or demonstrated on the effective price list at the time of shipment as supported by the invoice.

Bill of Lading Exclusions: Transportation claims are handled in accordance with the Bill of Lading Terms and Conditions. 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. It is important to note that carriers are not liable for loss or damage caused by:

- > *Act of God*
- > *Public enemy*
- > *Authority of law*
- > *Act or default of shipper*
- > *Defect or inherent vice of the commodity*

Freight Charge Recoverability:

Shipper may include original or return freight charges as part of your claims. 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.

Fines or Penalties: will not be considered or subrogated unless the specific conditions and penalties are stated on the bill of lading at the time of tender and accepted by the carrier by signature.



Shipper's Responsibilities

Mitigation:

The customer has a legal responsibility to assist in mitigating the claim to the lowest loss level. Americold might request that a shipper make an attempt to repackage/sell to a secondary market, instead of dumping or donating. Shippers are not allowed to profit on a claim, only to be made whole for the actual loss suffered.

Timely Filing:

Although the federal law gives 9 months to file a claim, the sooner claims are filed, the more accurate the investigation will be.

Packaging Tolerance:

The National Motor Freight Classification specifies minimum packaging requirements to ensure that goods are adequately protected and can be handled and stowed in a manner that is reasonably safe and practicable so as to withstand the normal rigors of transit. Also, Performance Oriented Packaging recommendations are explained in the Department of Transportation's Hazardous Materials Regulation. In addition to these guidelines, Americold encourages our customers to ensure packaging dimensions do not allow additional



<http://www.nmfta.org/pages/nmfc> head space for shifting and settling occur.

<http://www.fmcsa.dot.gov/regulations>

to



Consignee Expectations

Consignees must carefully document loss or damage on the Bill of Lading at time of delivery

Visible or Noted Loss or Damage:

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.

"Subject to count/inspection," by itself is not considered a valid notation of loss or damage, and will be denied as clear proof of delivery if used.

Concealed Loss or Damage:

Concealed loss or damage is that which was not apparent at the time of delivery. Such damages should be reported to the carrier within 15 days of delivery.

Shortages:

At time of delivery please check the labeling on all pallets and cases 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.

Temperature Abuse:

If temperature abuse is apparent at the time of delivery it must be noted. Temperature of probed product from nose and tail of trailer must be recorded in detail on the delivery receipt, as well as temperature inside the trailer and reading from the reefer unit. Direct product contact probe temps are the most accurate. A notation of "temperature abuse," by itself, is not considered a valid notation of a temperature issue.