



FORWARD AIR LIMITS OF CARGO LIABILITY

4.B. Limits of Cargo Liability*

i. Limits of Cargo Liability Specific to Type of Service or Origination/Destination. Unless otherwise agreed in writing, the following limits of cargo liability specific to type of service or origination/destination shall apply to FORWARD AIR and its contracted service providers:

a. Shipments for which neither item 4.B.i.b. nor 4.B.i.c. applies shall be released to a maximum value for all claims arising out of loss or damage in transit of the greater of (I) \$0.50 per pound and (II) \$50.00 per Shipment, *plus* transportation charges applicable to that part of the Shipment lost or damaged, subject to a maximum liability of \$100,000 per occurrence, unless at the time of tender, the Shipper declares a higher value and signs in the space designated on the Waybill (*see* item 4.B.iii. below).

b. Shipments having a prior or subsequent movement by international air and moving on a through Waybill shall be quoted at time of booking and released to a maximum value for all claims arising out of loss or damage in transit of \$9.07 per pound or \$20.00 per kilogram, subject to a maximum liability of \$100,000 per occurrence, unless at the time of tender, the Shipper declares a higher value and signs in the space designated on the Waybill (*see* item 4.B.iii. below).

c. Shipments having a prior or subsequent movement by water and moving pursuant to a door-to-door ocean bill shall be quoted and released to a maximum value for all claims arising out of loss or damage in transit of \$500 per package (COGSA limitation), subject to a maximum liability of \$100,000 per occurrence, unless at the time of tender, the Shipper declares a higher value and signs in the space designated on the Waybill (*see* item 4.B.iii. below).

d. No Signature Shipments, in the absence of prior special arrangements, shall be released to a value of \$0.00.

e. Notwithstanding anything in these Service Conditions or elsewhere to the contrary, for purposes of FORWARD AIR's responsibility for any cargo lost or damaged, FORWARD AIR and Customer agree that all Shipments either originating in or ultimately destined to Mexico shall be deemed as either originating or terminating at the border point in the United States, despite the issuance of a through Waybill. As permitted by 49 U.S.C. §14101(b)(1), FORWARD AIR and Customer expressly waive all rights and remedies they may have as to each other under 49 U.S.C. § 14706 for all cargo loss, delay, damage, or destruction claims arising in Mexico, and Customer agrees that FORWARD AIR shall not be liable for any and all such claims. In the event that the cargo loss or damage is first discovered after delivery of the freight to Consignee, whether the load originated in Mexico or was ultimately destined to Mexico, the damage will be presumed to have occurred in Mexico absent a preponderance of direct evidence to the contrary. Except as otherwise stated in these Service Conditions, neither party waives any rights or remedies it may have as to any third party.

ii. Exceptions to Cargo Liability. Notwithstanding anything in these Service Conditions or elsewhere to the contrary, neither FORWARD AIR nor its contracted service providers shall have any liability for any loss or damage to cargo caused by or resulting from the following: (a) an act or omission of Customer or the shipper or their respective employees, agents, officers, contractors, or representatives; (b) any force majeure, including, but not limited to, acts of a public enemy, revolution, civil disorder, war, fire, flood, or orders of any government or public

or local authority; or (c) the inherent vice of any Shipments. Moreover, neither FORWARD AIR nor its contracted service providers will be held responsible for shortages on shipper load and count Shipments where the trailer is received at destination with seals intact. The failure to indicate "SL&C", "subject to shipper count", or like notations on shipping documents shall not be a conclusive determination of FORWARD AIR's or its contracted service provider's liability, nor shall FORWARD AIR or its contracted service provider be precluded from disclaiming liability therefor due to such omissions.

iii. Alternative Rates Available. At time of booking, whether through FORWARD AIR's website or by written agreement acknowledged by an authorized representative of FORWARD AIR, Customer may declare an increased valuation above the applicable limitation. In the absence of special arrangements, neither FORWARD AIR nor its contracted service providers shall be liable for cargo damages in excess of \$50,000.00 per Shipment, regardless of the declared value. Customer may make special arrangements for liability coverage greater than \$50,000.00 by calling FORWARD AIR at 1-800-726-6654 and requesting the increased limit. Liability shall in no event exceed the lesser of (a) the declared value of the Shipment plus applicable freight charges and (b) the actual amount of loss or damage. If Customer executes a release rate in excess of \$50,000.00 per Shipment without having made special arrangements and obtaining special rate approval, and the Shipment is inadvertently accepted by FORWARD AIR, it shall be considered released at \$50,000.00 per Shipment and will move subject to such limitations, applicable rates, and insurance charges. When Customer declares a value that exceeds the greater of (I) \$0.50 per pound and (II) \$50.00 for a domestic Shipment, an additional charge of \$0.65 for each \$100.00 or fraction thereof will be charged subject to a minimum charge of \$2.00 per Waybill. When Customer declares a value that exceeds \$9.07 per pound or \$20.00 per kilogram for an international Shipment moving on a through Waybill, an additional charge of \$0.85 for each \$100.00 or fraction thereof will be charged subject to a minimum charge of \$2.50 per Waybill.

iv. Cargo Insurance; Customer Indemnification. Customer understands and agrees that the rates charged for FORWARD AIR's services do not include insurance or other compensation for loss other than as expressly provided herein. FORWARD AIR's contracts with its service providers are made in reliance upon the limits of liability established by FORWARD AIR under its contracts, including these Service Conditions, with each Customer. Accordingly, Customer agrees to indemnify and hold FORWARD AIR and its contracted service providers harmless from any demand for any sums greater than the limits of cargo liability provided for herein by any third party, including beneficial owners and subrogees.

FORWARD AIR can assist Customer, upon Customer's request, with the placement of cargo insurance. FORWARD AIR is not an insurance company or insurance broker. Unless requested by Customer to do so in writing and confirmed to Customer, FORWARD AIR is under no obligation to procure insurance on Customer's behalf. Additional information concerning cargo insurance, insurance deductibles, policy exclusions, and excluded commodities is available upon request.

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